PURCHASING OFFICE
WASHINGTON COUNTY PUBLIC SCHOOLS
10435 Downsville Pike
Hagerstown, Maryland 21740
Telephone (301) 766-2842
Fax (301) 766-2859

RFP #2015-43
DATE OF ISSUE: February 6, 2015

Request for Proposals

Maintenance of Automated External Defibrillator (AED) Program

DEADLINE FOR SUBMISSION OF PROPOSALS:
2:00 p.m. Local time
Wednesday, February 25, 2015

Submit Proposals to:
Washington County Public Schools (“WCPS”)
Center for Educational Services
PURCHASING OFFICE
10435 Downsville Pike
Hagerstown, Maryland 21740
Telephone (301) 766-2842
Fax (301) 766-2859

A Pre-proposal Meeting will be held at the WCPS Center for Educational Services at the address listed above on Tuesday, February 17, 2015, at 10:00 a.m.

Dates/times are subject to change by written notice to all potential Proposers. Questions regarding an issue arising in the context of this procurement must be directed in writing transmitted by mail, fax or email to: Lisa Freeman, Supervisor of Purchasing for Washington County Public Schools. She can be reached by telephone at 301-766-2842, fax at 301-766-2859, and email: freemlis@wcps.k12.md.us.
INTENT
The Washington County Public Schools invites the submission of a proposal in response to this RFP #2015-43, Maintenance of Automated External Defibrillator (AED) Program and Employee Training in AEDs and Cardio Pulmonary Resuscitation (CPR) for the Department of School Health Programs. The intention of this RFP is to select the most qualified responsive and responsible respondent proposing to provide the required equipment, supplies and services under the terms that WCPS determines to be most advantageous. The intent is to award one contract for a one-year period with options for extension for up to four additional years.

DEFINITIONS
"Respondent(s)" means the entities that submit Proposals in response to this RFP. The Respondent(s) awarded a Contract pursuant to this RFP, if any, are sometimes referred to herein as "Contractor." "Contract or Agreement" refers to a Contract awarded to a Contractor.

SCOPE OF WORK – GENERAL
The Contractor will be responsible for the timely maintenance and management of 83+ AEDs located in 51 schools and the central administration buildings throughout the county. A detailed inventory of all AED equipment and their respective WCPS school locations is attached. The Contractor shall provide the training of employees in AEDs and CPR. All work shall be performed in strict accordance with the general specifications as detailed within this document and in accordance with all Local, State and Federal Rules, Regulations and Laws.

Award Bidder(s) shall be responsible and liable for compliance with all applicable laws, regulations, standards and licensing pertaining to the equipment, supplies and services described herein. Technical specifications further detailing the specific scope of this work can be found in the Specifications section on page 11 of this RFP document.

PROCUREMENT SCHEDULE
Issuance: February 6, 2015
Pre-proposal Meeting: February 17, 2015, at 10:00 AM
Deadline for Questions: February 18, 2015, at 4:00 PM
Proposals due (1 Original & 1 Copy): February 25, 2015, at 2:00 PM
Anticipated Award Selection: March 17, 2015
Contract Term: April 1, 2015- March 31, 2015

PRE-PROPOSAL MEETING
WCPS will hold a pre-proposal meeting at the Center for Education Services, 10435 Downsville Pike, Hagerstown, Maryland 21740 on February 17, 2015, at 10:00 AM local time. Attendance is not mandatory but is strongly encouraged. WCPS will address questions regarding the RFP at the pre-proposal meeting. However, Respondent may only rely on written addenda and/or clarifications. WCPS accepts no responsibility for timely delivery of the proposal, and Respondents are solely responsible for acquiring necessary addenda and/or materials.

All questions must be submitted in writing to Lisa Freeman (freemlis@wcps.k12.md.us or fax to 301-766-2859) not later than 4:00 PM on Wednesday, February 18, 2015 and will be answered by issuance of addenda to all bidders.

QUALIFICATIONS
A. Respondents shall be qualified, financially sound, and responsible Physio-Control, Inc. LifePak distributors.

B. Respondents shall address as part of the proposal each of the following products/services and how such services will be delivered under any resultant contract:
• Customer service
• Post-installation services and maintenance
• Replacement parts
• Process for warranty service requests
• Returns
• Delivery lead times
• Technical support
• Staffing plan, especially key personnel
• Software to maintain inventory of AED, battery change-out dates and onsite inspections/repairs.

C. Washington County Public Schools may make such investigations as deemed necessary to determine the ability of the bidder to furnish the services requested herein. The bidder shall furnish to WCPS any data and information requested to assist in determination of the bidder's ability and qualifications to perform under this bid. WCPS may reject a bid if the evidence submitted by, or investigation of such bidder fails to satisfy the WCPS that such bidder is sufficiently qualified to carry out the obligations of the contract.

D. The Contractor shall provide personnel who have expertise and experience in the management of an AED program. Key personnel must include a lead AED/CPR Instructor.

E. The Respondent shall provide information for a minimum of three previous, similar projects. The Respondent shall demonstrate that their firm has performed projects of similar scope and complexity.

CONTRACT PERIOD
This contract shall be effective for a period of one year from April 1, 2015 to March 31, 2016, during which time all prices are to remain firm. By mutual agreement of the parties and finalization of renewal-year pricing, the contract may be renewed for up to four (4) additional and consecutive one year terms. Consent to the next year’s renewal must be confirmed between the parties by January 31 of the contract year. All terms and conditions of the original RFP will apply to any renewal of this contract unless a written modification to the contract is also agreed upon by the parties.

ESCALATION
A. Product prices shall remain at the same fixed discount from the manufacturer’s list prices throughout the term of this contract.

B. Renewal escalation of the contract prices for services only will be considered if a written request is made by January 31 for renewal-year pricing applicable to the next year’s renewal. Requests must include documentation to support the rate of increase. Failure to comply may result in denial of the request. Pricing adjustments for services are NOT automatic; WCPS reserves the right to accept or reject the requested price adjustments. In making this determination, the WCPS Purchasing Supervisor will consider the current market and will not approve increases that exceed market rate indices for labor. The Purchasing Supervisor may, at her discretion, elect to rebid the contract rather than incur price increases. If a price adjustment is approved, the contractor will be notified in writing by WCPS. The price increases will be effective from the beginning of each renewal period and shall remain fixed and firm for the entire renewal period.

PROPOSAL INSTRUCTIONS
A. The following items shall be included as your bid submission:
• Signed Price Proposal Form, completely and accurately filled in, including QUALIFICATIONS and REFERENCES Sections.
• "Bid/Proposal Affidavit" form completed and signed-MANDATORY
• Mandatory Contract Addendum form completed and signed.

One (1) original and one (1) duplicate copy of these documents shall be provided in a sealed envelope marked with the RFP name and number on the outside of the envelope.

B. In the case of error in extension of unit prices in the bid, the unit price shall govern.

C. References: The Respondent shall at a minimum provide:
   a. A list of 3 contracts that the Respondent has held in the past three years in which the services of similar scope and complexity were performed. A point of contact information (i.e. phone number and email address) shall be included.
   b. A summary of description of the task requirements that is materially relevant to the work being sought by WCPS for each referenced contract.
   c. The total dollar value of each contract referenced.
   d. WCPS may consider information from other sources including WCPS’ past experience with your company.

D. To be considered for selection, copies of proposals must arrive at the Purchasing Office on or before the time and date specified as the deadline for submission. The Supervisor of Purchasing will not accept proposals via email or facsimile transmission. Respondents who send proposals by mail or other delivery service should allow sufficient delivery time to ensure their timely receipt. If the Purchasing Office is closed on the proposal response date, the deadline for submission will be automatically extended until the next WCPS business day on which the office is open, (unless the Purchasing Office otherwise notifies all prospective bidders.) The hour for submission of proposals shall remain the same. The Supervisor of Purchasing will reject unopened, any late proposals.

E. The proposal should be comprehensive and cover any and all Automated External Defibrillators (AED), Equipment, Supplies and Services required by the K-12 market that you may be offering. Pricing for your proposal shall be submitted as a fixed price based on discount off of the current manufacturer’s list price. Pricing of all models should be submitted in the same format. An applicable service rate schedule shall also be submitted. Please note that WCPS may require specific additional items be included with the models that we purchase through this agreement. Therefore, include all possible additional, related items, accessories and full kits for WCPS to select using the same price structure as for the AEDs.

PROPOSAL CONDITIONS
A. Respondents are expected to fully inform themselves as to the conditions, requirements, circumstances, pre-requisites, qualifications and/or specifications before submitting a proposal. A Respondent’s failure to fully inform itself is at the Respondent’s sole and complete risk of loss. The Respondent shall have no right to any damages, cost and/or any other remedy at law or equity against WCPS for any miscalculation, misunderstanding, error (either omission or commission), mistake, misinterpretation, and/or the failure by the Respondent to obtain an award of bid, award of contract and/or profits, fees or money from WCPS when the respondent failed to fully inform itself.

B. Proposals shall be held as firm offers for a period of ninety (90) days from the date of submission.
C. WCPS is not responsible for paying for any information requested nor is it liable for any costs incurred by respondents in preparing and submitting a proposal.

D. With the exception of references, all Respondents should anticipate that proposal submissions are public information and therefore subject to public disclosure at any time upon request.

E. The WCPS/BOE shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the Purchasing Office.

EVALUATION & AWARD METHODOLOGY
A. An evaluation committee will review proposals in accordance with the following evaluation criteria. The Committee will submit its recommendation to the Procurement Review Committee. Proposals will be evaluated on the following criteria:

1. Experience and qualifications of respondents.
2. Understanding of requirements, particularly Maryland K-12.
3. References
4. Trainer qualifications/certifications
5. Staffing plan
6. Prices
7. Other criteria deemed relevant by the Committee.

Prices will be weighted in relative importance to other factors such as experience, familiarity with Maryland K-12 practices, references, etc.

B. WCPS intends to award one comprehensive contract resultant from this solicitation. Generally, it is the intention to recommend for the award the respondent receiving the highest ranking by the evaluation committee provided all terms of this invitation have been met, prices are reasonable, and it is in the best interest of the Board to accept them.

C. If the WCPS evaluation team submits a short list of Respondents for further review, then, in the sole discretion of the Supervisor of Purchasing, those short-listed Respondents may be subject to a site visit and/or be invited to appear before the WCPS for an oral interview, to clarify in more detail information submitted in a Proposal and/or to ask Respondents to respond to additional questions.

D. WCPS may presume that any proposal is a “best and final” offer. WCPS reserves the right to select the most responsive Respondent(s) without further discussion, negotiation, or prior notice.

INVOICES
WCPS shall pay the Contractor the approved amount within thirty (30) days of receipt of a proper invoice after authorization of receipt of the products/services by the Contract Administrator.

AWARD
Award of this contract is tentatively planned for the March 17, 2015 Board of Education meeting. The contract shall be awarded to the highest ranked, responsible bidder complying with all of the provisions of the invitation, provided the price is reasonable and is in the best interest of WCPS. Complete discretion is reserved by WCPS in determining completeness and/or timeliness of proposals, advantages attributable to acceptance of higher prices,
allowance of submission of additional data or information and any other procedures determined by the WCPS to be in its best interest.

ADDENDA/CHANGES
A. Any/all changes to the RFP document will be made by written addenda only. The WCPS’ Purchasing Office will issue addenda to all interested companies by posting the addenda on the WCPS web site (www.wcpspurchasing.com). Each and every addendum shall be acknowledged as received in the proposal response. Failure to acknowledge the addenda may be reason for rejection of the proposal. All information contained within the addenda will become part of the RFP.

B. Unless specifically requested by the WCPS Supervisor of Purchasing, any amendments, revisions, or alterations to proposals will be not be accepted after the closing for the receipt of proposals.

SUBCONTRACTORS
The Contractor shall give its constant personal attention to the faithful execution of this contract, shall keep the same under its own control, and shall not assign by power of attorney or otherwise, the work or any part thereof without the prior written consent of WCPS. Each respondent shall provide the name of any subcontractor(s) he intends to employ, the portion of the materials/labor to be furnished, its place of business, and such other information as requested by WCPS.

E-BID MARKETPLACE
Public school systems in Maryland are required to publish notices of procurements and procurement awards on the State of Maryland’s “eBid Marketplace” web portal. All prospective respondents are required to register and maintain registration on eBid Marketplace if actively bidding public school projects. For registration requirements, visit www.ebidmarketplace.com to register and “join Maryland’s gateway” to bidding opportunities throughout the State. Awards can only be posted to registered companies. As such, award of this contract is contingent upon the Respondent being registered on Maryland’s eBid Marketplace.

OBSERVATION TO AWARD
Any company objecting to the RFP procedure or the recommendation for award has five (5) business days following the date of award by the Board of Education to file a written protest with the Superintendent of Schools. It is the company’s responsibility to ascertain and confirm the date/time of the pertinent Board Meeting. The written appeal must be submitted on company letterhead, dated and signed by the senior officer in the company. The protest letter must include a request for review and ruling by WCPS, a detailed statement of the legal and factual grounds for the protest, including the resulting prejudice to the company, copies of relevant documents, and a statement of the form of relief being requested. Failure to comply with these instructions may result in the protest being deemed “not filed.” Bid protests received later than five (5) days of the Board of Education Meeting will result in the protest being deemed “not timely.” The WCPS will not respond or address bid protests that do not conform to these instructions.

SUPPLIER’S RESPONSIBILITIES UNDER THE LAW
A. The Board endorses the provisions of Public Law 100-690, Title V, Subtitle D (Drugs-Free Workplace Act of 1988) and Public Law 101-226 (The Drug-Free Schools and Communities Act of 1989) and regulations promulgated there under and establishes a drug-free and alcohol-free workplace and school system.

B. Maryland State Law (COMAR 13A.02.04) provides that each local school system is required to maintain a tobacco-free school environment.
C. The contractor shall advise the Washington County Public Schools (WCPS) of the intention to use any employees that are hired or obtained from any penal pre-release or work-release programs. In the event such employees are used, notification to WCPS shall include name and violation for each individual. The contractor shall take reasonable precautions when selecting such individuals and provide whatever safeguards are necessary for effective supervision. Contractor’s employees are not permitted inside school buildings when the nature of the contract is for outside work.

D. Potential contractors/vendors of WCPS are advised that Maryland law now provides the following mandatory restrictions on registered sex offenders performing work or services on school system property:

“A person who enters into a contract with a county board of education or a nonpublic school may not knowingly employ an individual to work at a school if the individual is a registrant. A person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 5 years, or a fine not exceeding $5,000, or both.”

E. Persons or entities awarded contracts with WCPS are required to certify that no employee, subcontractor, subcontractor employee, or material supplier that is a registered sex offender, will be allowed to enter onto school system property at any time in the performance of the work or services for which the contract is awarded. Such certification is a condition precedent to any contract award, and failure to so certify will be grounds for not awarding a contract. It will be the responsibility of contractors 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 WCPS determines that 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.

F. Supplier shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations applicable to the services to be rendered under this agreement. Supplier’s violation of any of these laws, statutes, ordinances, rules, or regulations constitutes a breach of this agreement and entitles the WCPS to terminate this agreement immediately upon delivery of written notice of termination.

G. This Agreement shall be construed by and governed under the laws of the State of Maryland.

RIDER CLAUSE
It is the intent of Washington County Public Schools to make this bid available to any and all governmental and educational agencies within the State of Maryland. This shall include public schools, private schools, parochial schools and/or state, community and private colleges within the State of Maryland. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to the requesting agencies. Any resulting agreement would be governed by these same bid terms and conditions. Each participating agency would enter into its own agreement with the contractor and this contract shall be binding only upon the principals signing such an agreement.

CONTRACT FORM
If the Board of Education accepts a quote proposal and awards a contract, by reference, the bidder’s submission, addenda, and other documents associated with the bid solicitation/submission/award process will become part of the contract. Notification of award will be made by letter of approval. Subsequently, the purchase order and any agreed upon associated schedules or submittals will become part of the contract as well.
This Agreement may not be modified orally, and no modification or any claimed waiver of any of the provisions hereof shall be binding unless submitted in writing and signed by the party against whom enforcement of such modification or waiver is sought.

**TERMINATION OF CONTRACT**

WCPS may terminate this agreement with cause at any time with seven (7) days written notice to Contractor. "Cause" shall mean (a) material breach by Contractor of this Agreement where such breach, if curable, is not remedied to WCPS' reasonable satisfaction within a thirty (30) day period, (b) the voluntary or involuntary termination of business relationship with Contractor, (c) material change unacceptable to WCPS in Contractor's ability to function as an ongoing concern, to conduct its operations in the normal course of business or to perform its obligations under this agreement, or (d) unsatisfactory performance of the services which Contractor fails to remedy during this thirty (30) day period. Upon termination, neither WCPS nor Contractor shall have any further obligations under this agreement except the liabilities accrued through the date of termination.

WCPS may terminate this agreement at any time without cause, with not less than thirty (30) days written notice to the Contractor(s).

**HOLD HARMLESS**

The Contractor, during the life of the work, shall assume entire responsibility and liability for any and all damage or injury of any kind or nature whatever (including death resulting there from) to all persons, whether employees of the Contractor or otherwise, and for any and all damage to property caused by, resulting from, arising out of, or occurring in connection with the execution of the work provided for in this contract; and if any person shall make a claim for any damage or injury (including death resulting there from) as herein above described, whether such claim be based upon the Owner's or the Contractor's alleged, active or passive negligence or participation in the wrong or upon any alleged breach of any statutory duty or obligation on the part of the owner or the Contractor, the Contractor agrees to indemnify and save harmless the Owner, its agents, servants, and employees from and against any and all loss, expense, damage, or injury that the Owner may sustain as a result of any such claim and the Contractor agrees to assume, on behalf of the Owner the defense of any action at law or in equity which may be brought against them.

**INSURANCE**

A. No work shall begin on school property until a Certificate of Insurance, naming the Board of Education of Washington County as an additional insured party, in the types and limits of coverage specified herein, is provided to the WCPS Purchasing Office. This COI must be provided within seven (7) business days after notification of award by the Board of Education. The contractor is responsible to maintain insurance coverage in full force and effect for the remainder of the contract, including renewal periods.

B. The Contractor must maintain throughout the life of this contract and pay for insurance to protect from claims under the Worker’s Compensation Act and from claims for damage because of bodily injury to others (including employees of WCPS), death to others, damage to the property of others, and claims for damages arising during the performance of the contract whether caused by him or anyone directly or indirectly employed by him. The limits of liability insurance shall not be less than $500,000/$1,000,000 Bodily injury and $500,000 Property damage (additional excess liability coverage to include lead, asbestos, pollution and microbial as necessitated by State, Federal and Local regulations) and $2,000,000 professional liability/errors and omissions coverage. The certificate of insurance shall be made in favor of and designate “The Board of Education of Washington County” as an additional insured. The certificate of insurance must be provided to the Supervisor of Purchasing, Purchasing Office, WCPS Center for Education Services, 10435 Downsville Pike, Hagerstown, Maryland 21740, within seven (7) days after notice of award and before commencement of the contract.
**CONTRACTOR’S DUTIES**
The Contractor covenants with WCPS to furnish its best skill and judgment in the performance of all work; agrees to furnish efficient business administration and superintendence and to use every effort to devote to the work at all times an adequate supply of workers and materials, and to secure its execution in the best and soundest way and in the most expeditious and economical manner consistent with the interests of WCPS.

**CONTRACT ADMINISTRATION**
Communications for the purposes of billing, payment, performance and submission of documentation required by this Agreement shall be addressed to the Contract Administrator, Ms. Janice Howells, School Health Programs Coordinator. Refer all questions pertaining to this solicitation document or the purchasing process to Lisa Freeman at 301-766-2842 or freemlis@wcps.k12.md.us.

**COMPLIANCE WITH THE LAW**
A. Contractor shall comply with all Federal, State, and Local laws, statutes, ordinances, rules, and regulations applicable to the services to be rendered under this Agreement. Award Bidder's violation of any of these laws, statutes, ordinances, rules, or regulations constitutes a breach of this Agreement and entitles the Board to terminate this Agreement immediately upon delivery of written notice of termination to Contractor.

B. This Agreement shall be construed by and governed under the laws of the State of Maryland.

**USE OF ELECTRONIC VERSIONS OF THIS DOCUMENT**
This RFP will be made available by electronic means to any prospective respondent upon request. If a respondent electronically accepts the RFP, the respondent acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of a conflict between a version of the RFP in the respondent’s possession and the Purchasing Office’s version of the RFP, the Purchasing Office’s version shall govern.

**BID PROPOSAL SUMMARIES**
Bid summaries are posted on the WCPS website usually within one business day of the public release date: http://wcpspurchasing.com/bids/results. For RFPs, only the names of companies responding to this RFP will be publicly disclosed until a recommendation is finalized by WCPS.
SPECIFICATION

SCOPE
WCPS desires to maintain its existing AED program in compliance with all applicable laws, rules and regulations set forth by the State of Maryland. The Contractor shall furnish all necessary labor, equipment and incidentals to perform timely services that will maintain WCPS’ district-wide inventory of AEDs in optimal working condition, in strict compliance with all Local, State and Federal regulations, and provide employee training in AED and Cardio Pulmonary Resuscitation (CPR). Duties (and cost) shall include, but, not be limited to:

AED Maintenance & Support:
- Inspect, maintain, troubleshoot, perform basic repairs upon AEDs, AED cabinets, associated deployment equipment, and associated CPR/AED training equipment, to standards set by the State and manufacturers.
- Annual inspection to ensure AED is in proper working order, check expiration date(s) and functionality of electrodes and battery(s)
- Provide replacement of electrodes/pads and batteries as they are due to expire
- Provide replacement of AED responder kit supplies and electrodes/pads used during a rescue
- Provide update/upgrade services to AEDs as guidelines change or as AED corrections are needed
- Provide a temporary alternate AED within twenty four (24) hours should AED need to be removed for service
- Provide on-call onsite services as necessary for issues that may occur
- AEDs are generally deployed in alarmed, windowed AED cabinets, with associated AED equipment including extra pads, nitrile gloves, etc. The Contractor shall be responsible for ensuring that these AEDs and their associated cabinets and equipment, are maintained in good working order and safely secured.
- Notify the Coordinator of School Health Programs when major repairs and/or replacement of equipment is required.
- Perform routine, scheduled, preventative maintenance and cleaning/sanitation of deployed AEDs, cabinets, associated equipment in the manner and frequency specified by the manufacturer.

Medical Oversight:
- Provide medical authorization/prescriptions for AEDs as required by Federal/State/Local law
- Local EMS registration/notification of placement of all AEDs, including filing of appropriate paperwork as well as tracking of renewal dates of registrations/certifications
- Ongoing Medical Oversight by a licensed physician to include AED event review, consultation, and documentation

Data Management/Tracking and Record Keeping:
- Access to an online manager program (or response and provision of appropriate documentation from Award Bidder within twenty four (24) hours) that maintains records of training, product and supply expiration dates, locations and serial numbers of AEDs, and other information pertinent to AED program
- Consistent and constant monitoring of expirations of the AED batteries, pads and other consumables.
- AED status records, showing the location of each AED, its functional status, associated equipment status, and expiration replacement dates of associated equipment (pads) AED and cabinet alarm batteries, and next scheduled service date(s).
- AED inspection records, showing the date of inspection, individual performing the inspection, and status of deployed AEDs, cabinets, and associated equipment. Copies of such records shall be kept with each deployed AED in a central location as designed by the Supervisor of School Health.
- Records of all troubleshooting, repair, etc. shall be maintained.
- Detailed records of each AED use including required incident reports.
- Registration of all AEDs with the proper authorities in compliance with Maryland law.
- All new equipment purchased after inception of this contract shall be added to the company maintained database and updated accordingly.

**CPR/AED Certification Verification:**
- On site CPR and AED training by field expert instructors
- Verify that anticipated volunteer responders of AEDs complete the proper training and maintain certification in CPR and the use of AEDs
- Provide and maintain CPR/AED training materials.
- Develop and document AED/CPR training class schedules, monitor student attendance and performance, and certify/recertify all attending students who satisfactorily complete training.
- The Contractor shall maintain and produce for inspection/verification files documenting training scheduled and completed.

**Post Activation:**
The Contractor must have a qualified representative available, at all times, to receive notification of AED activation, and must provide within 30 minutes, advisory support on follow-up action to be taken, based on the circumstances of such activation. Within 2.5 hours of AED activation, the Contractor must provide personnel qualified in, and prepared to conduct on-site of AED signal recording and analysis, AED re-assembly, and assessment of proper AED use. Qualified personnel must conduct a post-incident review of all responders involved, data and technique analysis, documentation, and report generation. The Contractor shall further ensure the proper retrieval, re-assembly, and re-installation of the unit used, within eight (8) hours of AED activation. Within 12 hours of AED activation, the Contractor shall provide the Coordinator of School Health Programs a written report documenting the performance and effectiveness of the AED used, and of the CPR/defibrillation technique(s) employed by all parties to the AED activation.

**Ordering Program**
A. As new school locations open or as regulations change, WCPS may need to replace existing AEDs or purchase additional AEDS and associated equipment. WCPS will not consider alternate “or equal” makes/models as WCPS has standardized to Lifepak Express family of AED products. This decision to standardize to LifePak products was made in order to maintain compatibility of service and equipment in support of the health needs of all staff and students in the district.

B. WCPS anticipates purchasing sixteen (16) replacement AEDs under this contract.

C. AED Ready Kits are anticipated to include the following components unless an exception is noted:
- Carry Case/Bag
- Towel
- Non-latex Gloves (at least 1 pair)
- 4" Gauze
- Razor
- Antiseptic Wipes
- Scissors
- One-Way Filter Mask

**MISCELLANEOUS**
A. Contractor shall safeguard their own materials, tools and equipment. WCPS shall not assume any responsibility for vandalism and/or theft of materials, tools and/or equipment while left unattended in WCPS facilities.

B. A Contractor that habitually and without just cause neglects to provide prompt service to WCPS shall result in termination of the contract.
RFP #2015-43, Maintenance of Automated External Defibrillator (AED) Program  Proposals Due:  February 25, 2015

**Form of Proposal**

TO:  Washington County Public Schools

Telephone (301) 766-2842

Purchasing Office  Fax: (301) 766-2859

Center for Education Services

10435 Downsville Pike

Hagerstown, Maryland 21740

PROPOSAL DUE DATE/TIME:  February 25, 2015 at 2:00 p.m. Local Time

Proposal submitted by:  

This proposal is comprehensive and covers any and all Automated External Defibrillators (AED), Equipment, Supplies and Services as may be required by WCPS during the term. In compliance with this Request for Proposals as well as any addenda issued, the undersigned hereby proposes and agrees to provide AEDs and supplies, and perform services at the price below which is complete including all necessary labor, materials, tools, incidentals and equipment required in compliance with the proposal and RFP specifications.

I.  **Product Prices**

Unit prices below shall be inclusive of all freight and include inside delivery, unpacking, set up, complete installation and testing as per manufacturer instructions. Pricing for products shall be submitted as a fixed price based on discount off of the current manufacturer’s list price. Pricing of all models should be submitted in the same format.

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<thead>
<tr>
<th>Line</th>
<th>Specified item</th>
<th>Manufacturer Part Numbers:</th>
<th>Unit Cost*</th>
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<tbody>
<tr>
<td>1</td>
<td>LifePak Express AED</td>
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<tr>
<td>2</td>
<td>Wall cabinet for LifePak Express- with Alarm</td>
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<td>3</td>
<td>AED Wall Signage</td>
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<td>AED Ready Kit</td>
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<td>LifePak CR Plus AED</td>
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<td>7</td>
<td>Replacement pads- ADULT</td>
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<td>8</td>
<td>Replacement pads - CHILD</td>
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</table>

*Unit prices must be stated in terms of “net” amounts (after discount is taken from manufacturer list prices.)

The percent discount off of list price used to set unit prices above, and applicable to any AED equipment, supplies from this manufacturer throughout the term of this agreement, is: ______________%. Attach a list of all possible additional, related items, accessories and full kits for WCPS to select using the same price structure as for the AEDs.

II.  **Service Rate Schedule**

An applicable service rate schedule shall also be submitted. The service rate schedule must provide unit rates for all services, and an estimated annual total cost, for all services requested in these specifications, including but not limited to: training, reporting, site visits, post activation services, warranty claims, etc.
III. Qualifications Information
Respondents shall address each of the following products/services and describe how such services will be delivered under any resultant contract:

A. Describe your company’s resources and capability to deliver outstanding customer service:
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

B. Describe the procedure for obtaining post-installation services and maintenance services under your proposed program:
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

C. Describe the process for ordering replacement parts when needed under the contract:
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

D. What is the process for filing warranty and non-warranty service requests under your proposed program:
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

E. How are returns handled under your program?
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

F. Indicate the product delivery lead times and how your company assures fast delivery services under the proposed contract.
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

G. Describe how your company will provide technical support under the proposed contract.
____________________________________________________________________________
____________________________________________________________________________
H. Describe your proposed staffing plan, including the names and qualifications of key personnel, under the proposed contract.

_______________________________________________________________________________________

_______________________________________________________________________________________

_______________________________________________________________________________________

I. What software will be used to maintain inventory of AED, battery change-out dates and onsite inspections/repairs?

_______________________________________________________________________________________

_______________________________________________________________________________________

_______________________________________________________________________________________

J. Describe the plan for training WCPS personnel in AEDs and CPR by your company:

_______________________________________________________________________________________

_______________________________________________________________________________________

_______________________________________________________________________________________

K. Other relevant information about your company:

_______________________________________________________________________________________

_______________________________________________________________________________________

III. REFERENCES
Please provide 3 references below- preferably K-12 or college/universities for whom you have provided this service or with whom you hold current contracts.

Reference #1.
Customer Name: ________________________________________________________________

Description: ____________________________________________________________________

_______________________________________________________________________________________

Value: _____________________________________________________________________________

Contact Name: _____________________________________________________________________

Telephone or Email Address: __________________________________________________________

Reference #2.
Customer Name: ________________________________________________________________

Description: ____________________________________________________________________

_______________________________________________________________________________________

Reference #3.
Customer Name: ________________________________________________________________

Description: ____________________________________________________________________

_______________________________________________________________________________________

Value: _____________________________________________________________________________

Contact Name: _____________________________________________________________________

Telephone or Email Address: __________________________________________________________
Value: ________________________

Contact Name:_______________________________________________________

Telephone or Email Address:____________________________________________

Reference #3.
Customer Name:_______________________________________________________

Description:________________________________________________________________________
_____________________________________________________________________________________

Value: ________________________

Contact Name:_______________________________________________________

Telephone or Email Address:____________________________________________

IV. **ADDENDA RECEIVED:**

Receipt of Addenda is hereby acknowledged (if applicable) Indicate date:
#1_______ #2_______ #3_______ #4_______

V. **EXCEPTIONS:**

By submitting this proposal, I/we agree to all terms, conditions and specifications as outlined within this bid solicitation document except as noted below:
_____________________________________________________________________________________
_____________________________________________________________________________________

VI. **SIGNATURE:**

I/We, the undersigned firm, declare that the only person, firm, or corporation that has or have any interest in the Proposal or in the contract proposed to be taken, is or are the undersigned. The undersigned also certifies that this Proposal is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a Proposal for this same project and is, in all respects, fair and without collusion or fraud.

I/We agree to furnish and deliver, in accordance with the accompanying specifications and conditions, for the prices provided above, the services noted within the Submission and all accompanying Attachments. This submittal shall be signed by the person or persons required and authorized to legally bind the company to the proposal.

Name (Print) ___________________________ Date ___________________________
Signature ___________________________ Phone ___________________________
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Each bidder shall include a fully executed *Bid/Proposal Affidavit* with the bid. *This is a mandatory requirement.*
Facilities and Addresses:

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<td>1 South Clifton Drive Williamsport, MD 21795</td>
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<td>(Fire &amp; Rescue, Criminal Justice)</td>
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<td>LifePak Express</td>
<td>405866 34</td>
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<td>5/28/2015</td>
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<td>381314 92</td>
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<td>3 - PE hall</td>
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<td>4- Boys PE office (mobile)</td>
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<td>8/28/2016</td>
<td>2009</td>
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At the scene of a sudden cardiac arrest (SCA), there is no time to lose—every minute that passes means less of a chance for a victim to be saved. But no matter where or when SCA strikes, early use of a defibrillator is the only effective treatment for ventricular fibrillation (VF), a potentially fatal heart rhythm associated with SCA. Although not everyone can be saved from sudden cardiac arrest, studies show that early defibrillation can dramatically improve survival rates. The LIFEPAK EXPRESS defibrillator from Physio-Control is designed to be used by the first person to respond to an SCA victim—easily, safely, and effectively.

The LIFEPAK EXPRESS defibrillator is a critical resource that is easy to use. Once a first responder—a coworker or simply someone nearby—activates the device and applies the QUIK-PAK™ electrode pads to the victim, the defibrillator analyzes the heart rhythm and provides step-by-step instructions via our calm, confident ClearVoice prompts. The LIFEPAK EXPRESS is designed to determine if a shock is needed and the easy-to-locate, flashing shock button alerts the rescuer to push the button.

The LIFEPAK EXPRESS defibrillator provides the most potent defibrillation energy available. An initial shock to an SCA victim is delivered at 200 joules (200J), which has been shown to be effective in defibrillating the heart of a majority of patients. However, because some people are more difficult to defibrillate than others—and may need more than 200J—the LIFEPAK EXPRESS has the capability to escalate energy up to an industry-leading 360J.

LIFEPAK® devices from Physio-Control are the choice of professionals. Although a rescuer may quickly respond to a sudden cardiac arrest victim, time can be lost in the transition to EMS. That's why the LIFEPAK EXPRESS and all other LIFEPAK devices—the choice of more EMS units around the world than any other brand—use compatible electrodes and other technology, reducing the time it takes to transfer a victim to the care they need.

The LIFEPAK EXPRESS defibrillator is reliable and easy to own. A readiness indicator lets you know the defibrillator is prepared to do its job. And the battery charger and electrodes have a synchronized replacement schedule that makes your maintenance program efficient and affordable.
SPECIFICATIONS

DEFIBRILLATOR

Waveform: Biphasic truncated exponential, with voltage and current duration specifications for patient impedances.*

Output Energy Sequence: Multiple levels, configurable from 100 joules to 360 joules. Factory default settings of 200J, 300J, 360J.

Output Energy Accuracy: ±10% into 50 ohms, ±15% into 25 to 100 ohms.

Shock Advisory System**: An ECG analysis system that advises whether a shock is appropriate; needed rhythm recognition criteria specified in D356.

Device Capacity: Twenty (20) full discharges or 140 minutes of "on time" with a fully charged device.

Shock Charge Time: Charge times with a fully charged device: 200 joules in less than 9 seconds, 260 joules in less than 15 seconds.

System Recharge Time: Recharge times with a fully discharged device: able to deliver 6 shocks in 3 minutes; 20 shocks or 140 minutes of operating time after 72 hours of recharge time with a new CHARGE-PAK® battery charger installed.

Controls: Lid Release/ON-OFF - Controls device power. Shock button activates defibrillation energy.

Electrical Protection: Input protected against high voltage defibrillator pulses per IEC60601-1/EN60601-1.


USER INTERFACE

User Interface: The user interface includes voice prompts, audible tones and graphic prompts.

Readiness Display: The readiness display shows the device status.

OK Indicator: Shows "OK" when the last self test was completed successfully. When the "OK" indicator is visible, all other indicators are not visible. The "OK" indicator is not displayed during device operation.

CHARGE-PAK® Indicator: When displayed, replace the CHARGE-PAK® battery charger.

Attention Indicator: When first displayed, at least six (6) discharges or 42 minutes of operating time remain.

Service Required: Service required when displayed.

ENVIRONMENTAL

Note: All performance specifications defined assume the unit has been stored (two hours minimum) at operating temperature prior to operation.

Operating Temperature: 0°C to +50°C (+32°F to +122°F).

Storage Temperature: -40°C to +70°C (-40°F to +158°F) with CHARGE-PAK® battery charger and electrodes, maximum exposure time limited to one week.

Atmospheric Pressure: 760 mmHg to 420 mmHg, 0 to 15,000 feet above sea level.

Relative Humidity: 5% to 95% (non-condensing).


Shock: MIL-STD-810E, Method 516.4, Procedure 1, (40g, 8-10 ms pulse, 1/2 sine each axis).

Vibrations: MIL-STD-810E, Method 514.4, Helicopter - category 6 (3.75 G rms) and Ground Mobile - category 8 (2.85 G rms).

PHYSICAL CHARACTERISTICS

Height: 10.7 cm (4.2 in)
Width: 26.5 cm (10 in)
Depth: 24.1 cm (9.5 in), excluding handle.
Weight: 2.0 kg (4.5 lbs) with CHARGE-PAK® battery charger and electrodes.

DEFAULT SETTINGS

Energy Sequence: Energy sequence is set to 200J, 300J, 360J.

Motion Detection: The motion detection system is set to on during analysis.

Energy Protocol: The energy protocol is set to S001 energy only after a lower energy shock was unsuccessful.

Stack Shots: Stack shocks option is set to off.

Turn-On Prompt: The turn-on prompt is set to provide voice prompts upon power on.

CPR Time: The CPR time is set to 120 seconds.

Voice Prompt Volume: The voice prompt volume is set to high.

ACCESSORIES

CHARGE-PAK® Battery Charger

Type: MS20022 Lithium Sulfuryl Chloride, 11.7V, 1.4 amp.-hours.

Replacement: Replace the CHARGE-PAK® battery charger and CHARGE-PAK® electrodes packet after using the defibrillator, if the CHARGE-PAK® symbol appears in the readiness display or when the Use By date is reached (typically 2 years).

Weight: 50.5 grams (1.8 lb)

QUIK-PAK® Electrode Pads

Pads: ECG is received from disposable defibrillation electrodes, standard placement (anterior-lateral).

Pads Packaging: User intuitive, rapid release QUIK-PAK® electrodes allow the electrode pads to be preconnected to the device and protected under a top cover.

Pads Replacement: Replace every two (2) years.

Infant/Child Reduced Energy Defibrillation Electrodes: For use on infants and children less than 8 years of age or less than 55 lbs (25 kg).

DATA STORAGE

Memory Type: Internal digital memory.

ECG Storage: Dual patient data storage. Minimum 20 minutes of ECG stored for the current patient, summarized data stored for the previous patient.

Report Types:
- Continuous ECG — A continuous patient ECG report
- Continuous Summary Report — A summary of critical resuscitation events and ECG waveform sections
- Event Log report — A report of time-stamped markers, which reflect operator and device activity.
- Test Log report — A device self-test activity report.

Capacity: Minimum 200 time-stamped event log markers.

Communications: Wireless transfer to a personal computer.

Data Review: Physio-Control provides an array of tools to meet customer needs for data viewing and analysis.

All specifications are at 20°C unless otherwise stated.

* The specifications apply from 25 to 200 ohms. Voltage compensation is limited to the voltage that would result in delivery of 360 joules into 50 ohms.

AED users should be trained in CPR and use of the AED. Please consult your physician. LIFEPAK AEDs require a prescription.

For further information, please contact Physio-Control at 800.442.1142 (U.S.), 888.870.6977 (Canada) or visit our website at www.physio-control.com

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Redmond, WA 98052
www.physio-control.com

Customer Support
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Physio-Control Canada
Medical of Canada Ltd
99 Herondale Street
Brampton, ON

LGV 033
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6GR 3260514, C
MANDATORY BID/PROPOSAL AFFIDAVIT

COMAR 21.05.08.07

Bidder shall complete and submit this bid/proposal affidavit to the Supervisor of Purchasing, Washington County Public Schools with the bid or offer.

A. AUTHORITY

I HEREBY AFFIRM THAT:

I (print name)_________________________________ possess the legal authority to make this Affidavit.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor’s, supplier’s or commercial customer’s employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination”. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1 Certification Regarding Minority Business Enterprises.

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308 (a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:
(1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;

(2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;

(3) Fail to use the certified minority business enterprise in the performance of the contract; or

(4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

D. AFFIRMATION REGARDING OTHER CONVICTIONS

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, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

Bid /Proposal Affidavit
(1) Been convicted under state or federal statute of:
   (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
   (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D (1)- (8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

____________________________________________________________

____________________________________________________________

____________________________________________________________

E. AFFIRMATION REGARDING DEBARMENT

Bid /Proposal Affidavit
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, controlling stockholders, or any of its employees directly involved in the business’s contracting activities, including obtaining or performing 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 (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person’s involvement in any activity that formed the grounds of the debarment or suspension).

____________________________________________________________

____________________________________________________________

____________________________________________________________

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

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 Sections 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 (you must indicate the reasons why the affirmations cannot be given without qualification):

____________________________________________________________

____________________________________________________________

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.
H. 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;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or 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.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the
obligations, terms, and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part 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.

Date:_______________________________________

By:

____________________________________________
(Print name of Authorized Representative and Affiant)

____________________________________________
(Signature of Authorized Representative and Affiant)
CONTRACT AFFIDAVIT

MANDATORY CONTRACT ADDENDUM

COMAR 21.07.01.25

Bidder shall complete and submit this contract affidavit to the Legal Department of Washington County Public Schools to attach with the contract form.

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, (print name)___________________________________________possess the legal authority to make this Affidavit.

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):

Corporation ___domestic ____or foreign
Limited Liability Company ___domestic ___or foreign
Partnership ___domestic ___or foreign
Statutory Trust __domestic ___or foreign
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 of 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 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:

Mandatory Contract Addendum
C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of the State Finance and Procurement Article §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate $100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches $100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article §§14-101-14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate $100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of $500 made during the reporting period to a candidate for elective office in any primary or general election.

E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head’s designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency’s undercover operations.)

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
   (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
   (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the

Mandatory Contract Addendum
business’ workplace and specifying the actions that will be taken against employees for violation of the prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:
   (i) The dangers of drug abuse and alcohol abuse in the workplace;
   (ii) The business’s policy of maintaining a drug and alcohol free workplace;
   (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
   (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;

(h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
   (i) Abide by the terms of the statement; and
   (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
   (i) Take appropriate personnel action against an employee, up to and including termination; or
   (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)-(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance on the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposal Affidavit dated __________________________, 20___, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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)
Bidder:

To assist us in obtaining good competition on our Invitations to Bid, we ask that each firm that has received an invitation, but does not wish to bid, state their reason(s) below. This information will not preclude receipt of future invitations unless you request removal from the Bidders List by so indicating below.

BID # 2015-43 BID TITLE: Maintenance of Automated External Defibrillator (AED) Program

Unfortunately, we must offer a “NO BID” at this time because:

☐ 1. We do not wish to participate in the bid process.

☐ 2. We do not wish to bid under the terms and conditions of the Invitation to Bid document. Our objections are:

☐ 3. We do not feel we can be competitive.

☐ 4. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.

☐ 5. We do not wish to sell to the Washington County Public Schools. Our objections are:

☐ 6. We do not sell the items/services on which bids are requested.

☐ 7. Other: ____________________________

____________________________________

____________________________________

FIRM ________________________________

____________________________________

SIGNED ______________________________

☐ We wish to remain on the Bidders List

☐ We wish to be deleted from the Bidders List.