

## Network Switches and Wireless Access Points

**BID 2023-57**

---

### Procurement Schedule

<b>Issue Date:</b>	<b>May 24, 2023</b>
<b>Pre-Proposal Meeting:</b>	N/A
<b>Deadline for Written Questions Submission:</b>	<b>June 7, 2023 by 11:00 AM EST</b>
<b>Proposal Due:</b>	<b>June 21, 2023 by 11:00 AM EST</b> Washington County Public Schools Center for Education Services 10435 Downsville Pike Hagerstown, Maryland 21740
<b>Tentative Award Date:</b>	<b>July, 2023</b>

*Dates and/or times are subject to change by the issuing of a written addendum.*

#### WCPS Contract Managers

##### **Procurement Officer**

Scott Bachtell  
Supervisor of Purchasing  
301-766-2842  
[bachtSco@wcps.k12.md.us](mailto:bachtSco@wcps.k12.md.us)

##### **Contract Administrator**

Joseph Allen  
Executive Director of Technology  
301-766-8763  
[allenjos@wcps.k12.md.us](mailto:allenjos@wcps.k12.md.us)

*This Bid/RFP document is posted on the WCPS Purchasing website at [www.wcpspurchasing.com](http://www.wcpspurchasing.com). This is also the source for any/all addenda. Please register your company for notices about this Bid/RFP and similar projects on our web site.*

TABLE OF CONTENTS

<u>Sections</u>	<u>Page</u>
I. General Terms & Conditions	3 - 20
II. Specific Terms & Conditions	21 - 24
III. Specification and Minimum Requirements	25 - 28

Required Attachments (available as separate documents on the WCPS Purchasing website)

- A. Price Bid Forms
- B. Mandatory Bid/Proposal Affidavit
- C. Contract Affidavit
- D. Specification, Price, and Addenda Signature Acknowledgment

## SECTION I - GENERAL TERMS AND CONDITIONS

### 1. **Introduction**

It is the intent of Washington County Public Schools (WCPS) to solicit sealed bids for Network Switches and Wireless Access Points. WCPS intends to purchase the estimated amounts listed on the Price Proposal. However, WCPS reserves the right to make additional purchases of any of the equipment listed within the contract period.

WCPS is procuring equipment only, no configuration or installation services will be required. Shipment(s) will be made to 10435 Downsview Pike, Hagerstown, MD 21740.

### 2. **Definitions**

As contained herein, the terms “WCPS”, WCBOE, “Schools” and/or “Owner” means Washington County Public Schools/Washing County Board of Education. The terms “bidder”, “offeror”, “firm”, “vendor”, and “person” are synonymous, and mean an entity submitting a proposal in response to this solicitation. Similarly, the terms “bid”, “quote”, and “proposal”, mean the response submitted by an offeror. The term “contractor” means an offeror awarded a contract as a result of this solicitation. The terms “General and Special Provisions”, “requirements”, “scope”, “specifications”, and “criteria” mean the services, terms, and conditions required by the Bid/RFP.

### 3. **Bidder Registration**

Vendors are solely responsible for completing the vendor registration process online at [wcpsspurchasing.com](http://wcpsspurchasing.com). Contact Beverly Bergan, Purchasing Associate, at 301-766-2840, or by email to: [purchasing@wcps.k12.md.us](mailto:purchasing@wcps.k12.md.us) if you have any questions or to check the status of your registration. Once registered in the WCPS Vendor Database, you will be able to view current solicitations and may automatically receive notification of certain bid solicitations. Washington County Public Schools will not be held responsible for a company’s failure to become and remain a registered Vendor, to identify appropriate commodity/service categories, to keep the self-service vendor account up to date with current contact information, and to accomplish these things in a timely manner. Bidders with a repeated history of not bidding in a specific category may be removed from the Vendor Database for that category at the discretion of the Purchasing Supervisor.

a. If your firm is already a WCPS registered vendor:

- **You must confirm your account is current and a W-9 must be on file**

### 4. **Receipt of Bids**

a. Bids received prior to the time of opening will be time-stamped and securely kept unopened. No bid received after the due date and time listed will be considered. WCPS will not be responsible for the premature opening of bids received that are not properly addressed or identified. Any bid may be withdrawn before the scheduled time for opening bids. **A Bid sent via email will not be accepted.**

b. All inner and outer envelopes and packaging, used by Fed Ex, UPS and etc., are to be labeled with the following:

- Bidder Name
- Bid Number and Name
- Due Date and Time

c. Bids received after the designated date and/or time will not be accepted, regardless of when they were mailed or given to a delivery carrier.

d. Bids not received by the date, time, and location designated on the solicitation cover sheet, due to improper labeling, may be considered non-responsive.

e. In the event of inclement weather on the date when bids are scheduled to be opened and the WCPS offices are closed, or operating under a modified schedule, bids will be opened on the next business day at the same time as

previously scheduled. Bids will be accepted until the scheduled time of opening on the next business day. Often when schools are closed due to inclement weather, administrative offices remain open. When in doubt, call the Purchasing Department (301-766-2840).

5. **Addenda**

- a. All changes to the bid solicitation will be made through appropriate addenda issued from the Purchasing Department.
- b. Addenda will be available on the WCPS Purchasing Department webpage.
- c. Addenda will be issued no later than five (5) days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.
- d. Each bidder shall ascertain, prior to submitting a bid that they have received all Addenda issued and the bidder shall acknowledge receipt on the Signature Acknowledgement Form. Failure of any bidder to acknowledge the receipt of addenda will not relieve that bidder from any obligations under this solicitation as amended by addenda. All addenda so issued will become part of the award and contract documents.

6. **Preparation of Bid**

- a. Should any bidder be in doubt as to the meaning of the specifications, or should they find any discrepancy or omission, they shall notify the Contract Managers listed on the solicitation cover sheet. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful offeror from its obligations to comply in every detail with all the provisions and requirements of the contract documents, or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful bidder. If required, bidders will be notified of clarifications and/or additional information by means of addenda.
- b. Each bid will be sealed, show the full business address and contact information of the bidder and be signed by the person(s) legally authorized to sign contracts. All correspondence concerning the bid and contract, including notice of award, copy of contract, and purchase order, will be emailed, or mailed, to the address shown on the bid in the absence of written instructions from the bidder to the contrary.
- c. Bidder shall submit one original proposal, with the requested documents signed. Bidders may not submit more than one proposal. Bids must be prepared on the proposal form(s) provided. **WCPS's Price Proposal and other forms shall not be altered.**
- d. Compliance with Laws; The Contractor hereby represents and warrants that:
  - i. It is qualified to do business in the State of Maryland and that it will take such action as, from time-to-time hereafter, may be necessary to remain so qualified;
  - ii. 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;
  - iii. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
  - iv. 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
  - v. **Bidder shall provide proof of compliance to WCPS upon request.**
- e. By submitting a response to this solicitation, each Bidder represents that it is not in arrears in the payment of any obligations due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.
- f. Bids by partnerships must be signed with the partnership name, followed by the signature and designation of the

person having authority to sign. When requested, satisfactory evidence of authority of the person signing will be furnished. Anyone signing the bid as an agent shall file satisfactory evidence of their authority to do so, if requested.

- g. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the person having authority to sign. When requested, satisfactory evidence of authority of the person signing will be furnished. Anyone signing the bid as an agent shall file satisfactory evidence of their authority to do so, if requested.
- h. Failure to sign the bid document will result in rejection of the bid as non-responsive.
- i. WCPS will not be responsible for any costs incurred by a bidder in preparing and submitting a proposal in response to this solicitation.

7. **Bid Opening**

- a. Bids shall be opened in public at the time and place designated in the bid solicitation.
- b. Complete evaluation of the proposals will not take place at the bid opening and no indication of award will be made. A final recommendation(s) shall be prepared for review and approval by the Board of Education of Washington County.
- c. Final award recommendation, and the bid tabulation, will be posted on the WCPS webpage, after the Board of Education of Washington County approval.

8. **Award or Rejection of Bids**

- a. The basis of award shall be the lowest responsible bidder(s) submitting a responsive bid that conforms to the specifications established in the solicitation with consideration given to the quantities involved, time required for delivery, purpose for which required, competency and responsibility of bidder, the ability of the bidder to perform satisfactory service, and the plan for utilization of minority contractors, if applicable.
- b. WCPS reserves the right to determine completeness and/or timeliness of bids, to reject any or all bids in whole or in part, to make partial awards, award to one or multiple bidders, to waive any informality in any quotation, to increase or decrease quantities if quantities are listed in the bid, to reject any bid that shows any omissions, alterations of form, additions not called for, conditions, or alternate proposals. Board of Education of Washington County may make any such award as is deemed to be in the best interest WCPS.
- c. Bidders may be required, before the awarding of a contract, to show to the complete satisfaction of WCPS, that they have the necessary facilities, ability, and financial resources to execute the contract in a satisfactory manner, and within the time specified. Bidders may be required to demonstrate they have the necessary experience, history, and references to assure WCPS of their qualifications.
- d. The Board of Education of Washington County reserves the right to award the bid within 90 days from the date of the bid opening unless a different time period is stated in the bid document.
- e. Unless stated otherwise in Section II, the contract may be awarded by line item, group, or in the aggregate, whichever is in the best interest of WCPS.
- f. In the event of a tie, where all other factors, such as past performance, are considered comparable, the award shall be made to the Washington County based bidder; the closest Maryland out-of-county based bidder; and the closest out-of-state based bidder, in that order of preference.
- g. WCPS does not have local, state or federal preference requirements except when mandated by a targeted funding source.

- h. If, after competitive sealed bids have been opened, the Purchasing Manager determines that only one responsible bidder has submitted a responsive bid, the procurement contract may be negotiated with that one bidder as sole source procurement.
- i. A recommendation for the award of a contract will be presented to the Board of Education of Washington County for approval. Upon approval of the award of contract, the bidder(s) shall be notified of their award(s). If applicable, a WCPS contract document shall also be issued.
- j. The Board of Education of Washington County reserves the right to reject the bid of a bidder who has, in the opinion of WCPS, failed to properly perform under previous contracts, or, who investigation shows, is not in a position to perform the contract.
- k. The Board of Education of Washington County retains the right to:
  - i. Reject any and all bids, if it is deemed in the best interest of WCPS to do so.
  - ii. Request revised or best and final pricing from all qualified bidders.
  - iii. Reject bids for one or more of the following reasons:
    - 1. Failure of the bidder(s) to provide the requested information.
    - 2. Failure of the bidder(s) to respond to any question, request for information, clarification, presentation, or interview.
    - 3. Failure of the bidder(s) to follow the prescribed instructions for proposal preparation, submission, and response format.
    - 4. Collusion or the appearance of collusion, among or between firms.
    - 5. Lack of responsibility on the part of the bidder, as determined by the Contract Manager.
    - 6. Submission of a proposal, in whole or in part, that does not meet bid specifications as outlined herein.
    - 7. Evidence submitted by, or investigation of, bidder fails to satisfy WCPS that the bidder is sufficiently experienced and qualified to carry out the obligations of the contract contemplated herein.
    - 8. Other irregularities or inconsistencies within a proposal deemed significant deviations or issues by the Contract Manager.
- l. If, during the life of the contract, a product or service does not meet the solicitation terms and conditions, WCPS retains the right to cancel the awarded item(s) and award to a new bidder, as long as that bidder mutually agrees to the award.

9. **Contract Formation**

- a. Notification of the contract award will be made by letter after approval by the Board of Education of Washington County.
- b. The primary form of contract may be this Bid/RFP including addenda, award letter, and the awarded vendor(s) submission; a Service Agreement; and/or the purchase order(s), and any agreed-upon schedules, addenda, shop drawings, and documents associated with the bid solicitation/submission/award.
- c. A secondary form of contract, if required, may be noted in this bid solicitation.
- d. No amendment, modification, or change to the contract shall be effective unless such change is in writing and mutually agreed upon by authorized representatives of WCPS and the awarded vendor(s). Changes may not significantly alter the original scope of the agreement.

10. **Objection to Award**

Any company objecting to the bid 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 of Education 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 after the Board 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.

## 11. Insurance

### A. General Insurance Requirements

- a. The Service Provider shall not commence services until the Service Provider has obtained at the Service Provider's own expense all of the insurance as required hereunder and such insurance has been approved by the Board of Education of Washington County (the Board). Approval of insurance required of the Service Provider will be granted only after submission to the Board of certificates of insurance signed by authorized representatives of the insurers or, at the Board's request, certified copies of the required insurance policies.
- b. Insurance as required hereunder shall be in force throughout the term of the Contract and for two years after final payment by Board for services rendered under this Contract in accordance with the insurance requirements below. Certificates of insurance signed by authorized representatives of the insurers or, at the Board's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Board throughout the term of the Contract and for two years after final payment by Board for services rendered under this Contract.
- c. The Service Provider shall require all Subcontractors to maintain during the term of the Contract all insurance or its equivalent to the same extent required of the Service Provider herein unless any such requirement is expressly waived or amended by the Board in writing. The Service Provider shall not allow any Subcontractor to commence services on any subcontract until all insurance required of the Subcontractor has been so obtained and approved by the Service Provider. The Service Provider shall furnish Subcontractors' certificates of insurance to the Board immediately upon request.
- d. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation or non-renewal in coverage until thirty (30) days prior written notice has been given to the Board.
- e. No acceptance and/or approval of any insurance by the Board shall be construed as relieving or excusing the Service Provider from any liability or obligation imposed upon the Service Provider by the provisions of this Contract.
- f. If the Service Provider does not meet the insurance requirements of this Contract, the Service Provider shall forward a written request to the Board for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Board denies the request, the Service Provider must comply with the insurance requirements as specified in this Contract.
- g. All required insurance coverages must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Board.
- h. Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Service Provider, and are subject to Board's written approval. Any deductible or retention amounts elected by the Service Provider or imposed by the Service Provider's insurer(s) shall be the sole responsibility of the Service Provider.
- i. Any and all return premiums and/or dividends for insurance or coverage directly charged to the Board by the

Service Provider in connection with this Contract shall belong to and be payable to the Board.

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

**B. Service Provider's Liability Insurance**

- a. The Service Provider shall purchase and maintain the following insurance coverages which shall be written for not less than the limits specified below or required by law, whichever is greater.
- b. Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

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

This insurance shall include coverage for all of the following:

- i. Liability arising from premises and operations;
  - ii. Liability arising from the actions of independent contractors;
  - iii. Liability arising from products and completed operations; and
  - iv. Contractual liability including protection for the Service Provider from bodily injury and property damage claims arising out of liability assumed under this Contract.
- c. Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:
    - i. Liability arising out of the ownership, maintenance or use of any auto (if no owned autos, hired and non-owned autos only); and
    - ii. Automobile contractual liability.
  - d. Workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

- \$ 100,000 each accident for bodily injury by accident;
- \$ 100,000 each employee for bodily injury by disease; and
- \$ 500,000 policy limit for bodily injury by disease.

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

- \$ 2,000,000 per occurrence;
- \$ 2,000,000 aggregate for other than products/completed operations and auto liability; and
- \$ 2,000,000 products/completed operations aggregate

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

- i. Commercial general liability;
- ii. Business auto liability; and

iii. Employers liability.

**C. Additional Insurance Requirements**

- a. The vendor must provide the owner with a certificate of insurance and said certificate of insurance must list **BOARD OF EDUCATION OF WASHINGTON COUNTY** as an **additional insured party** for general liability and umbrella excess liability.
- b. In addition, the following **must** be in the Additional Remarks of the certificate of insurance: **“The Board of Education of Washington County and its elected and appointed officials, agents, employees, and authorized volunteers shall be named as additional insureds on the Service Provider's commercial general liability, professional liability, and the umbrella excess liability or excess liability policies, if required herein, with respect to liability arising out of the services provided under this Contract by Service Provider.”**

***Special Note: ISO forms CG 2009 and CG 2010 entitled “Additional Insured - Owners, Lessees or Contractors – Scheduled Person or Organization” (previously Forms A and B respectively) are NOT ACCEPTABLE. ISO form CG 2026 entitled “Additional Insured - Designated Person or Organization” or a manuscript endorsement with the above wording is required.***

- c. The certificate will be submitted to the Purchasing Department (**within ten (10) days of receiving an Award Letter**).
- d. **The CERTIFICATE HOLDER shall be listed as:**

**Board of Education of Washington County  
10435 Downsville Pike  
Hagerstown, MD 21740**

- e. Insurance or self-insurance provided to the Board and its elected and appointed officials, agents, employees, and authorized volunteers under any Service Provider's liability insurance or self-insurance required herein, including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross-suits or cross-liability exclusion shall be deleted from Service Provider's liability insurance policies required herein.)
- f. Insurance or self-insurance provided to the Board and its elected and appointed officials, agents, employees, and authorized volunteers as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Board and its elected and appointed officials, agents, employees, and authorized volunteers shall be excess of and non-contributory with insurance or self-insurance provided to the Board and its elected and appointed officials, agents, employees, and authorized volunteers as specified herein.
- g. If any liability insurance purchased by the Service Provider has been issued on a "claims made" basis, the Service Provider must agree to comply with the following additional conditions:
- h. The Service Provider shall maintain each such “claims made” coverage and shall provide certificate(s) of insurance evidencing each such “claims made” coverage for a period of two years after final payment for services rendered under the Contract. Such certificate(s) shall evidence a retroactive date no later than the beginning of the services provided under this Contract; ***or***

The Service Provider shall purchase an extended (minimum two years) reporting period endorsement for each such "claims made" policy in force as of the date of final acceptance and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a

copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the beginning of the services provided under this Contract.

12. **Independent Contractor Status**

The Vendor acknowledges its status as an independent contractor while performing services on behalf of WCPS and the Washington County Board of Education and that the Board's workers compensation coverage or self-insurance is not intended to and will not respond to cover any medical or indemnity loss arising out of injury to the Vendor or its employees during the Vendor's performance of services for the Board.

13. **Warranty**

- a. The awarded vendor(s) will guarantee the material and workmanship on all services, equipment, materials, supplies, and labor, furnished by them, for a minimum period of one year from the date of acceptance, unless a longer period of time is specified in Section III.
- b. If, within the guarantee period, any defects or signs of deterioration are noted, the awarded vendor(s), at their expense, shall correct the condition or they shall replace the part or entire unit of work/equipment to the complete satisfaction of WCPS. These repairs, replacements, or adjustments shall be made only at such times as will be designated by WCPS to minimize the disruption to building/school operations.
- c. Should the awarded vendor(s) fail to comply with the terms of this guarantee, WCPS may have such work performed as it deems necessary to fulfill the guarantee, charging the cost to the awarded vendor(s).

14. **Standard of Quality, "or Equal Clauses," and Substitutions**

- a. Any make/model specified in the solicitation is used only to establish a quality level, unless specifically noted in Section III and/or on the Price Proposal. Any material or article that will perform adequately the duties imposed by the general design will be considered equal and satisfactory. WCPS retains the right to determine if items are equivalent and will be accepted.
- b. It will be the responsibility of the bidder to submit a clear and concise proposal wherein each substitution and deviation is identified and described, in writing, at the time of solicitation submission.
- c. In the absence of any statement to the contrary by the bidder, the submission will be interpreted as being the exact brand and/or qualities, etc., enumerated in the detailed specifications, whenever the specifications indicate a product of a particular manufacturer, model or brand.
- d. Bidders must submit detailed literature if bidding an item other than the specified item. Detailed literature is defined as product features or specifications relating to construction and/or performance.
- e. The detailed literature is to be arranged and labeled according to the item number.
- f. It is the bidders' responsibility to submit required literature, or links to web-pages, with the bid submission. Failure to submit such data as required and/or at the time designated by the Purchasing Department shall be cause for rejection of that item.
- g. No substitutions or deviations will be permitted following the award of the contract unless "cause and effect" is presented in writing and approved by the Contract Manager. A statement of any credit or extra cost involved will be included with the request.
- h. WCPS shall not be responsible to provide personnel, testing facilities, or other resources necessary to search out substitutions and deviations in bid proposals which are unclear through the nebulous terms such as "comparable", or blanket statements of deviation such as "our standard design, construction, hardware, finishes, etc."

- i. The bidder will, upon request and with no cost to the WCPS, furnish documents, independent laboratory tests reports, and/or similar materials of proof to substantiate that the substitutions and deviations of the items they propose to furnish do not prevent these items from being truly and factually equal to, or exceeding, that which is specified.
- j. The cost of testing a representative sample of an order or shipment for acceptance and compliance with specifications shall be borne by WCPS. If the order or shipment is rejected for failure to meet the requirements of the specifications or purchase description, the cost of testing will be charged to the awarded vendor.

15. **Packaging and Delivery Requirements**

- a. All materials must be securely packed in accordance with accepted trade practices.
- b. A packing list will be included in each shipment. This list shall contain the following information: Purchase Order Number, Vendor Name, Item Description, Item Number, Quantity and Delivery Location. Failure to comply with this condition may be considered sufficient reason to refuse to accept the goods.
- c. All materials, supplies, and equipment for WCPS shall be delivered F.O.B Destination. Unless otherwise noted in Section II, all items shall be delivered inside the WCPS location.
- d. Special delivery and handling instructions will be defined in Section II of each bid.
- e. All school deliveries shall be made during the hours of 9:00 A.M. and 2:00 P.M. local time and only on regular school days, except where modified in Section II.
- f. No help for unloading will be provided. Suppliers shall notify their delivery personnel accordingly.
- g. The awarded vendor(s) shall be held responsible for and shall be required to make good at their expense, any and all damage done or caused by their employees in the execution of the contract as determined by WCPS.
- h. The vendor will be required to furnish proof of signed delivery in every instance. Delivery receipts indicating only the number and weight of cartons received will not constitute "proof" of delivery in the event of a dispute. WCPS will not accept responsibility for deliveries that have not been signed for by a WCPS employee.

16. **Taxes**

No charge will be allowed for federal excise, state, and/or municipal sales and use taxes, from which the Board of Education of Washington County is exempt. Pricing will be net and will not include the amount of any such tax. Bidders will be required to pay the tax on all purchases and can recover it only as a part of their bid price. Exemption certificates will be furnished upon request.

17. **Errors in Bid Submissions**

- a. Bidders, or their authorized representatives, are expected to fully inform themselves as to the conditions and requirements of the specifications before submitting bids. Failure to do so will be at the bidder's own risk. The Bidder 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 Bidder to obtain an award of bid, award of contract and/or profits, fees or money from WCPS when the Bidder failed to fully inform itself.
- b. If the bidder has made an error, the bidder may request, in writing, to have their bid withdrawn. Approval of a bidder's request is not automatic and may be given only by the Supervisor of Purchasing. Requests for withdrawal are usually denied, unless the bidder proves to the satisfaction of the Supervisor of Purchasing that the mistake was either a scrivener's error or another type of clearly unintentional error so departing from customary and reasonable business practices as to be obvious and to legitimately and substantially impair the vendor's business.

- c. Neither law nor regulations make allowance for errors either of omission or commission on the part of the bidders. In case of error in multiplication of unit price when arriving at total price per line item, the unit price shall govern. If there is a discrepancy between the price written in numbers and the price written in words, the words will govern.

18. **Billing and Payment**

- a. Invoices shall be submitted to:

Washington County Public Schools  
Attn: Accounts Payable  
10435 Downsville Pike  
Hagerstown, MD 21740  
Email: [ap@wcps.k12.md.us](mailto:ap@wcps.k12.md.us)

- b. Invoices and packing slips must contain the following information:

- i. Bid Number
- ii. WCPS Purchase Order or WCPS Contract Number
- iii. Brief Description of Item or Work Performed
- iv. Quantity
- v. Unit Price Bid
- vi. Extended Total for Each Item

- c. WCPS standard payment terms are Net 30

19. **Contract Assignment**

- a. The awarded vendor(s) will not assign or transfer any portion of their interest or obligation under this Agreement to any third party, without the prior written consent of the Contract Managers. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer, elected official of the Board of Education of Washington County, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties to this Agreement.
- b. The awarded vendor(s) will, when required, submit to the Contract Managers, in writing, the name of each subcontractor they intend to employ, the portion of the material or services to be furnished, their place of business, and any such information as may be required in order to know whether such subcontractor is reputable and reliable and able to furnish satisfactorily the material or services as called for in the specifications.
- c. WCPS reserves the right to approve or disapprove all subcontractors to be employed on a project. WCPS further reserves the right to approve or disapprove a change of subcontractor once an initial subcontractor has been approved. Any increased cost associated with the change of a subcontractor shall be the full obligation and responsibility of the awarded vendor(s).
- d. The awarded vendor(s) will not legally, or equitably, assign any of the funds payable under the contract, or its claim thereto, unless by, and with, the consent of the Contract Managers.
- e. The awarded vendor(s) will have the same provisions inserted in all subcontracts relative to the terms of the general conditions and other contract documents. Nothing contained in this contract shall create any contractual relations between any subcontractor and WCPS.

20. **Subsidiaries**

If a Bidder that seeks to perform or provide the services required by this Bid/RFP is the subsidiary of another entity, all information submitted by the Bidder such as, but not limited to, proposed services, description of the Bidder's ability to perform the scope of work, references and financial reports, shall pertain exclusively to the Bidder, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Bidder's proposal must

contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

21. **Hold Harmless**

It is understood that the awarded vendor(s) shall defend and hold harmless the Board of Education of Washington County, and its representatives, from all suits, actions, or claims of any kind brought about as a result of any injuries or damages sustained by person(s) or property during the performance of this contract.

22. **Termination for Default**

a. When an awarded vendor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of WCPS. WCPS may, by written notice of default to the vendor, terminate the whole or any part of the contract in any of the following circumstances:

- i. If the vendor fails to perform the services or provide the products within the time and manner specified herein or any extension thereof, or:
- ii. If the vendor fails to perform any of the provisions of this contract, or fails to make progress as to endanger performance of this contract, in accordance with its terms and in either of these two circumstances does not cure such failure within a period of ten calendar days (or longer as authorized by the Supervisor of Purchasing) after receipt of written notice from the Supervisor of Purchasing of such failure, or:
- iii. If the vendor willfully attempts to perform the services other than specified as to coverage, limits, protections, and quality or otherwise, without specified authorization in the form of contract amendment, or:
- iv. If a determination is made by WCPS that the obtaining of the contract was influenced by an employee WCPS having received a gratuity, or a promise, therefore, in any way or form.

b. In the event WCPS terminates the contract in whole or in part, WCPS may procure such products and services, in a manner the Supervisor of Purchasing deems appropriate, and the vendor shall be liable to WCPS for any additional cost(s) incurred.

c. If, after notice of termination of this contract under provisions of this clause, it is determined for any reason that the vendor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to a termination for convenience.

23. **Termination for Convenience**

The contract may be terminated by WCPS in accordance with this clause in whole, or in part, whenever WCPS determines that such a termination is in the best interest of WCPS. Written notice shall be given a minimum of 60 days in advance. WCPS will pay for all services, in accordance with contract pricing, up to the date of the termination. However, the awarded vendor(s) shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Under this contract, the awarded vendor does not have a right to unilateral termination for convenience.

24. **Governing Law and Venue**

The solicitation shall be construed in accordance with, and interpreted under, the laws of the State of Maryland. Any lawsuits shall be filed in the appropriate State Court located in Washington County, Maryland.

25. **Multi-Agency Participation**

a. WCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland, as well as, any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This is conditioned upon mutual agreement of all

parties pursuant to special requirements, which may be appended thereto. The awarded vendor(s) agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested.

- b. By agreeing to extend the contract to other agencies, the vendor(s) reaffirms and warrants his original commitment to WCPS so that afterward all items and services shall continue to conform to the requirements and conditions of the original agreement for its duration. Agencies who utilize the contract agree to notify WCPS Purchasing Department of any significant experiences, problems or issues which may, or may have the potential to, affect our administration of this contract.
- c. WCPS assumes no obligation on behalf of any other agency and shall be held harmless if either party is damaged due to the agency or vendor's failure to become informed of, or comply with, any provision or pricing under this agreement. All purchase orders and billing will be transacted between the vendor and the public agency.
- d. Each participating jurisdiction or agency shall enter into its own contract with the awarded vendor(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the awarded vendor(s). The Lead Agency does not assume any responsibility other than to obtain pricing for the specifications provided.

26. **Compliance with Specifications**

- a. The awarded vendor(s) will abide by, and comply with, the true intent of the specifications and not take advantage of any unintentional error or omission, but will fully complete every part as to the true intent and meaning of the specifications and drawings.
- b. Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's code, A.S.M.E. regulations, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.
- c. Where the requirements of the specifications call for a higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern.
- d. In the case of any apparent conflict between the specifications and such laws, ordinances, etc., the awarded vendor(s) will contact the Contract Administrator and the Contract Manager for a decision before proceeding with any work.

27. **Safety Requirements**

- a. When applicable, all machinery/equipment must meet OSHA-MOSHA requirements as to the safety of the operation of the equipment. All required safety devices shall be included in the price(s) bid.
- b. When applicable, kitchen equipment and supplies must meet Maryland State Health Department, National Sanitation Foundation (NSF) and Washington County Health Department requirements.
- c. All construction activities must be conducted in strict compliance with OSHA/MOSHA requirements.
- d. Equipment offered which fails to comply with any applicable section of the National Electrical Code, or is not U.L. Listed (where U.L. Listings have been established for that type of device) shall be rejected.
- e. The awarded vendor(s) shall submit Safety Data Sheets (SDS) for all items awarded to that vendor-provided under the terms of this proposal, if applicable.
- f. The awarded vendor(s) and subcontractor(s) are required to comply with all provisions of the Access to

Information about Hazardous and Toxic Substances Act, a part of the Maryland Occupational Safety and Health Law.

- g. Should the Vendor become aware of or suspect the presence of Hazardous Materials (i.e. asbestos, lead paint, etc...), the Vendor shall immediately stop work in the affected area and notify the WCPS Contract Administrator. WCPS will be responsible for taking any and all actions necessary to correct the condition in accordance with all applicable laws and regulations. The Contractor shall be required to resume performance of the work or any WCPS requested work in the affected areas only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In addition, the Vendor may not introduce new Hazardous Materials into the site.
- a. It is the responsibility of the awarded vendor(s) to comply with all Municipal, State, and Federal EPA regulations and laws in regards to asbestos materials.
- b. If the awarded vendor(s) intentionally endangers or jeopardizes the health of any building/school occupant(s) through mishandling of hazardous material, the vendor(s) will be held liable for such action.

28. **Liquidated Damages**

- a. A date for delivery and/or installation/assembly shall be stated in the specifications. Requests for extension of completion time due to strikes, lack of materials, or any other causes over which the awarded vendor(s) has no control must be submitted, in writing, with supporting documentation, to the Contract Managers. Requests must occur immediately upon the occurrence of conditions for a time extension to be granted. Extensions are not guaranteed.
- b. If the awarded vendor(s) fails to provide the services, equipment, or other items required within the prescribed time limits, the Contract Managers may elect to obtain services, equipment, or other items necessary from an alternate source.
- c. The awarded vendor(s) will pay any additional cost(s) incurred by WCPS for obtaining replacement services, equipment, and other necessary items.
- d. WCPS shall have the unilateral right of alternate source selection to perform the work when the awarded vendor(s) does not perform the required work.
- e. In addition to, or in lieu of, paying for any incurred replacement costs(s), the awarded vendor(s) may pay liquidated damages, in the amount of \$150 per day, for any delay or failure in performance, as well as any related damages sustained by WCPS.
- f. The assessment of liquidated damages by WCPS against the awarded vendor(s) does not supersede or affect the right of WCPS to impose other remedies that may be available.

29. **Laws and Regulations**

- a. The vendor will comply with all Federal, State, and local laws, ordinances, and regulations pertaining to work under their charge. If the vendor performs any work which it knows or should know to be contrary to such laws, ordinance, and regulations and without such notices to WCPS they shall bear all costs arising therefrom.
- b. All vendors and subcontractors must abide by the Board of Education of Washington County policies and WCPS regulations while working on school property.
- c. The vendor certifies that their firm adheres to or follows non-discriminatory practices with respect to the employment and promotion of personnel without regard to color, creed, race, sex, or national origin.

30. **Minority and Small Business Enterprises**

Minority Business Enterprises are encouraged to respond to this solicitation notice. However, there is no MBE participation goal for this procurement.

31. **Compliance with Education Article 6-113.2 (House Bill 486)**

During the 2019 legislative session, a new law (House Bill 486, Child Sexual Abuse and Sexual Misconduct Prevention) was adopted and codified at Section 6-113.2 of the Education Article, Annotated Code of Maryland, entitled Child Sexual Abuse and Sexual Misconduct Prevention—Positions Involving Direct Contact with Minors (“Section 6-113.2”). This new law requires an entity that contracts with a local board of education to provide a service to a school or the students of a school to conduct a comprehensive background check on applicants for a position involving contact with minors.

The new legal requirement is in addition to the existing law that requires your entity to conduct a formal Federal Bureau of Investigations (“FBI”) criminal background check on its employees, agents, or others that are authorized under this Agreement to provide services to students. The current law also prohibits a registered sex offender from being on school property.

The signature of your authorized representative on this Agreement serves to certify that your representative has read Section [6-113.2](#) and the guidance and forms provided by MSDE ([MSDE Guidelines For MD. Code, Educ. 6113.2](#)). The signature of your representative on this Agreement also serves to certify that your entity is in full compliance with Section 6-113.2 and other legal requirements set forth in Maryland law.

32. **Employment of Child Sex Offenders and Persons with Uncontrolled Access to Students**

- a. Be advised that individuals who are registered sex offenders are not eligible to work on any WCPS’ project. The awarded vendor(s) must initially check the Maryland Department of Public Safety & Correctional Services’ Maryland Sex Offender Registry and search for the name of any employee to be assigned to work on this project. This applies to subcontractors and material/equipment suppliers as well. For projects lasting more than a few months, the vendor will periodically re-check the names of workers against the registry to ensure ongoing compliance. In the event that a registered sex offender is discovered to be working on a WCPS project, whether through employment by the vendor, subcontractor or equipment or material supplier, WCPS will notify the site superintendent to immediately remove the individual from the premises and permanently terminate his work assignment. WCPS may terminate this contract at no additional costs, as a result, if the vendor is unable to demonstrate they have exercised care and diligence in the past in checking the Maryland registry.
- b. Contracted service providers who have regular, direct and unsupervised access to children cannot begin service without undergoing the same process as new employees per WCPS. If required, an awarded vendor(s) is responsible for payment of the full cost of the criminal background check. If required, additional information regarding this requirement will be found in Specific Terms & Conditions.
- c. The awarded vendor(s), or subcontractor(s), may not knowingly assign an employee to work on WCPS school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of a crime identified as a crime of violence.
- d. The awarded vendor(s) will not assign employees who has been convicted of an offense under § 3-307 or § 3-308 of the Criminal Law Article or an offense under the laws of another state that would constitute a violation of § 3-307 or § 3-308 of the Criminal Law Article if committed in the state.
- e. An awarded vendor will not assign an employee who has been convicted of a crime of violence as defined in § 14-101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of § 14-101 of the Criminal Law Article if committed in this state.

33. **Criminal Background Check**

- a. It is the responsibility of Vendor to make certain, through a criminal background check, that its employees, agents, volunteers, and contractors who may have contact with students are in compliance with Title 5, Subtitle

5, Part V, of the Family Law Article of the Maryland Code and have not been convicted of nor have pending charges for the commission of or attempt to commit Murder, Child Abuse, Rape, Child Pornography, Child Abduction, Kidnapping of a Child or Sexual Offense as defined by the Criminal Law Article of the Annotated Code of Maryland. All costs for conducting a criminal background check shall be borne by Vendor. The Vendor and its employees, agents and volunteers shall also be free of tuberculosis.

- b. In accordance with the State of Maryland's Criminal Procedure Article, Section 11-722, a person who enters into an agreement with a local board of education may not knowingly employ an individual to work at a school if the individual is a registered sex offender. Therefore, in contract awards between the Washington Board of Education and vendors/contractors and their subcontractors at every tier, employing an individual registered sex offender to work at a school is strictly prohibited. This provision applies to all individuals that may be working on the school property, making deliveries or visiting the school property for business purposes.

34. **Drug, Alcohol, and Tobacco-Free Workplace**

- a. All awarded vendors and subcontractors must abide by Board Policy GBEC while working on any WCPS property at all times.
- b. The Board of Education is committed to providing a safe and productive work environment consistent with the standards of the community in which it operates. Alcohol and drug use/abuse pose a threat to the health and safety of students and employees as well as to the security of equipment and facilities. The Board expects a work environment free of any use, possession, or distribution of alcohol or illegal drugs and the abuse of controlled or non-controlled substances.
- c. Maryland State Law (COMAR 13A.02.04) provides that each local school system is required to maintain a tobacco-free school environment.

35. **Weapon Possession on School Property**

- a. The criminal code of Maryland makes it illegal to possess a weapon on school property.
- b. Any awarded vendor(s) whose employees violate this clause may be subject to the termination of the contract for cause.

36. **Illegal Immigrant Labor**

The use of illegal immigrant labor to fulfill contracts solicited by WCPS is in violation of the law and is strictly prohibited. Awarded vendor(s) and subcontractors must verify employment eligibility of workers in order to assure that they are not violating federal/state/local laws regarding illegal immigration. A compliance audit may be conducted.

37. **Student/Staff Confidentiality**

- a. Under no circumstances may any vendor/contractor/provider/consultant release, disclose, sell or otherwise use names, addresses, or any other information related to students, or staff, of WCPS and may only use this information for purposes required under any contract/agreement or memorandum of understanding.
- b. The vendor/contractor/provider/consultant shall keep confidential, in accordance with federal and state laws, all confidential and medical information that is obtained as the result of the performance of the services described in this contract/agreement or memorandum of understanding.

38. **Proprietary and Confidential Information**

- a. All submitted documents are subject to public disclosure.
- b. **Each offeror at its own expense must submit (if applicable) a proprietary and confidential redacted electronic copy (on a flash-drive) of its proposal to be used in responding to Freedom of Information Act**

**(FOIA) requests. If the offeror's submission does not have any proprietary and confidential information, please check the appropriate box on the Signature Acknowledgment page.**

- c. Bidders should identify those portions of their solicitation, which they deem to be confidential, or to contain proprietary commercial information or trade secrets. It is the responsibility of the offeror to clearly identify each part of its proposal by marking the bottom right corner of each pertinent page with one-inch bold font letters stating the words “**confidential**” or “**proprietary**”. Bidders should provide justification why such material, upon request, should not be disclosed by WCPS under the Public Information Act, Title 4, General Provisions Article, Annotated Code of Maryland.
- d. The Offeror agrees that any portion of the proposal that is not stamped as propriety or confidential is not proprietary or confidential. Unless portions of a proposal are identified as confidential, all records are considered public. A person or governmental unit that wishes to inspect a public record, or receive copies of a public record, shall submit a written or electronic request.
- e. WCPS will notify the vendor if a Freedom of Information Act (FOIA) request is received in connection with a Bid or RFP that has confidential information identified.
- f. If litigation is instituted against the Board of Education or its agents, the party opposing the release must provide representation to the Board or cover the cost of counsel and all other related ligation expenses. As a condition for WCPS keeping the information confidential, the offeror must agree to defend and hold WCPS harmless if any information is inadvertently released.

39. **Indemnification**

The Vendor shall indemnify, defend, and hold harmless the Board and its respective elected officials, employees, departments, agents, and volunteers from any and all claims, demands, suits, and actions, including attorney's fees, litigation expenses and court costs, connected therewith, brought against the Board and its respective elected officials, employees, departments, agents, and volunteers, arising as a result of any direct or indirect, willful, or negligent act or omission of the Vendor (or its employees, agents, or volunteers), including any and all claims, costs, and/or losses whatsoever occurring or resulting from the Vendor's failure to pay any such compensation, wages, benefits, or taxes, and the supplying to the Vendor of work, services, materials, or supplies in connection with or in support of the performance of this Agreement.

40. **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, terrorism, 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. WCPS may also consider requests for price increase for materials and/or raw materials that are directly attributable to the cause of delay. WCPS reserves the right to cancel the contract and/or purchase products, materials, equipment or services from the best available source during the time of Force Majeure, and the vendor shall have no recourse against WCPS. Further, except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of Force Majeure as defined herein.

41. **Disputes**

If a dispute arises under this agreement, each party shall appoint a representative to resolve the dispute. Both parties shall use best efforts to arrive at a final resolution of the dispute. In the event that a final resolution negotiated between party representatives is not attainable, the Supervisor of Purchasing will issue a final decision.

42. **Non-Collusion**

a. Bidder represents and certifies that prices for these services have been arrived at independently without

consultation, communication, or agreement for the purpose of restricting competition or any matter related to such prices with any competitor or other bidder. Prices quoted in this bid have not been knowingly disclosed directly or indirectly to any competitor or other vendor prior to the opening of this bid.

- b. Bidder represents and certifies that it has not employed or retained any other company or person (other than a full-time bona fide employee working exclusively for the bidder) with the primary intent to solicit or secure the contract.

43. **Ethics Policy**

- a. The Board of Education of Washington County has an Ethics Policy, which covers conflict of interest, financial disclosure, and lobbying. All bidders are expected to comply with any and all Ethics Regulation that may apply to them individually or as a business entity.
- b. All bidders should carefully review Board Regulation BBFE-R, Ethics Regulations, which prohibits WCPS employees from benefiting from business with the school system.

44. **Conflict of Interest**

The bidder will advise WCPS in writing as soon as possible, but not later than the date of the Bid/RFP opening, of any known relationships with a third party, or WCPS employee or representative, which would present a significant advantage to one bidder over another bidder or present a conflict of interest with the rendering of products and services under this agreement.

45. **False Statements**

Bidders are advised that Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

- a. In connection with a procurement contract a person may not willfully:
  - i. falsify, conceal, or suppress a material fact by any scheme or device;
  - ii. make a false or fraudulent statement or representation of a material fact; or
  - iii. use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- b. A person may not aid or conspire with another person to commit an act under subsection (a) of this section.
- c. A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding 5 years or both.

46. **Audit and Document Retention**

The Awarded Vendor shall retain and maintain all records and documents relating to this contract for four (4) years after final payment or such longer period of time as required by law or rule or regulations. The Contractor shall: (i) maintain complete and accurate books and records regarding its business operations relevant to the calculation of amounts payable under the Contract and any other information relevant to the Contractor's compliance with the terms and conditions of the Contract; and (ii) upon WCPS' request, make such books and records, as well as any of its employees, agents, affiliates, or subcontractors who might reasonably have information related to such records, available during normal business hours for inspection, audit, or reproduction by any authorized WCPS representative. WCPS shall: (a) provide the Contractor with reasonable prior notice of any audit; (b) undertake an audit not more than once per calendar year, except for good cause shown; and (c) conduct or cause to be conducted such audit in a manner designed to minimize disruption of the Contractor's normal business operations.

47. **Right to Data**

All data, reports and other documents generated for the Board, provided by the Board, and accumulated by the consultant/contractor in the performance of this order/award, shall remain the property of the Board, and shall be returned to the control of the Board upon completion of the contract. No personal student, employee, or Board information, as defined by federal and state law and Board policy, shall be disclosed or published unless otherwise

agreed herein.

48. **eMaryland Marketplace Advantage (eMMA) Registration**

Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace Advantage (eMMA). Registration with eMaryland Marketplace is free. It is recommended that any interested supplier register at (<https://emma.maryland.gov/page.aspx/en/usr/login?ReturnUrl=%2fpage.aspx%2fen%2fbuy%2fhomepage>) regardless of the award outcome for this procurement as it is a valuable resource for upcoming bid notifications for municipalities throughout Maryland.

## SECTION II - SPECIFIC TERMS AND CONDITIONS

### 1. Pre-Proposal Conference

A pre-proposal conference will not be held.

### 2. Questions and Inquiries

Questions and inquiries should be emailed to Scott Bachtell ([bachtsco@wcps.k12.md.us](mailto:bachtsco@wcps.k12.md.us)) with a copy to Joseph Allen ([allenjos@wcps.k12.md.us](mailto:allenjos@wcps.k12.md.us)). Please put the following in the subject line "2023-57 – Network Switches and Wireless Access Points".

### 3. Contract Period

The contract term shall be effective from Date of Award through August 31, 2023.

The intent of this contract is to make a one-time purchase of an approximate amount on the Estimated Purchase Quantities listed on the Price Proposal. Additional purchases may be made at the bid price at any time during the contract period.

### 4. Pricing

- a. All prices shall remain firm through the contract period.
- b. All prices are to be fully inclusive of all expenses including travel/freight, overhead, profit, labor, equipment, incidentals, insurance, etc., and be the final cost to WCPS.
- c. If the contract includes equipment all prices must be FOB-Destination (including inside delivery and setup), unless specifically addressed and authorized in the Price Proposal.
- d. In case of an error in the multiplication of unit price when arriving at the total price per line item, the unit price shall govern. If there is a discrepancy between the price written in numbers and the price written in words, the words will govern.
- e. Unit Prices must be rounded off to no more than two decimal places unless so specified on the Price Proposal.
- f. Prices quoted must be valid for a minimum period of 90 days from the date of the bid opening in order to have time to evaluate and award the contract. Price increases will not be accepted after submission of bid proposal or after orders are placed. Vendors are expected to understand the terms of this bid.
- g. Price decreases are acceptable at any time, need not be verifiable, and are required should the contractor/producer/processor/manufacture experience a decrease in costs associated with the execution of the contract.
- h. WCPS will not accept any proposal with escalator clauses, minimum order requirements or irregular features unless specifically authorized in the Price Proposal.
- i. Charges for express delivery will only be allowed if pre-authorized by WCPS in writing.
- j. In case of an error in the extension of prices in the bid, the unit price shall govern.
- k. Should the awarded vendor, at any time during the life of the contract, sell materials of similar quality to another customer, or advertise special discounts or sales, at a price below those quoted within the contract, the lowest discounted prices shall be offered to WCPS.

### 5. Authorized Dealers

Only manufacturers, or their authorized dealers, may bid on equipment requested herein. At the discretion of the Board

of Education of Washington County a certificate, executed by the manufacturer, may be requested stating that the bidder is an authorized agent of the manufacturer and is duly authorized to service and maintain the equipment.

**6. Acceptance of Terms and Conditions**

This Bid/RFP contains no contractual offer of any kind. Any proposal submitted will be regarded as an offer by your company and not an acceptance of any offer by WCPS. No contractual relationship will exist except pursuant to a written Notice of Award/Acceptance and a fully executed Purchase Agreement issued by WCPS.

By submitting a response to this Bid/RFP, an offeror shall be deemed to have accepted all the terms, conditions, and requirements set forth in the Bid/RFP and addenda unless an exception is clearly noted and the reason for the exception explained in the proposal. Failure to indicate any exception in the Proposal shall be an indication that the respondent will fully comply with all Bid/RFP requirements as written.

**7. Contract Terms**

- a. Bid pricing shall be inclusive of all charges for transportation, inside delivery, assembly (unless specifically addressed and authorized in the Price Proposal), minimum one-year full parts and labor warranty and documentation/instructions for operation, etc.
- b. All materials/equipment/commodities to be furnished under any resulting order shall be new and unused unless otherwise specified. They shall be of the same quality level as any referenced make and model (as determined by WCPS). Any materials/equipment/commodities found to be defective, or not complying with the terms of the contract will be rejected by WCPS and necessary remedial action will be taken.
- c. Delivery of equipment is required within 60 days after receipt of an official purchase order.
- d. After a purchase order is issued, problems regarding delivery/installation, availability, etc. must be communicated in writing to the Contract Administrator, or his/her designee
- e. Delivery of the equipment is to be coordinated with the Contract Administrator at least two days in advance. Deliveries must include manpower for off-loading. We do not have staff available to assist with off-loading. Most equipment will be delivered to first floor/ground level.
- f. WCPS reserves the right to return any damaged items and receive full credit for items. A signed delivery ticket shall not imply the items received were in good condition, only that the items were received.
- g. Once awarded, any changes in model number, parts modifications, design changes, etc., must be brought to the attention of the Buyer and approved by the Contract Administrators in advance of furnishing the subject item(s). WCPS may accept or decline the change to the contract item(s). If the change is declined, the contract to furnish the subject item(s) will be canceled.
- h. WCPS is not obligated to any purchase quantity or dollar amount. The Board of Education will reject bids that stipulate minimum order quantities that must be purchased.
- i. WCPS reserves the right to increase or decrease quantities as required. Quantities are approximate and unit prices bid shall apply regardless of any increase or decrease in the estimated quantities shown herein.
- j. WCPS reserves the right to make purchases from alternate sources if it is in its best interest to do so; however, the awarded vendor would be given an opportunity to match the pricing.
- k. Vendors should be prepared to submit schematics/documentation (if not available on the web) and after warranty service procedures for all equipment awarded to their company, upon request by the Contract Administrator.

**8. Bid Submission**

Bids will be submitted or hand delivered by the time and date listed on the coversheet to Washington County Public Schools, 10435 Downsview Pike, Hagerstown, MD 21740, Attn: Purchasing Department. Proposals submitted after that time and date will be returned unopened. **Emailed submissions will not be accepted.**

All inner and outer envelopes and packaging, used by Fed Ex, UPS and etc., should be labeled with the bid name, bid number, and due date/time. This will help assure timely receipt of bids in the Purchasing Department. Bids not received in time due to improper labeling will be considered non-responsive.

All forms shall be properly completed and where applicable signed by an officer or principal of the company.

**9. Award**

It is WCPS' intent to award the contract to the firm(s) which, based upon the criteria for evaluation, is the most responsive, responsible and the most qualified to accomplish the scope of services (work) and is in the best interest and of the best value to WCPS.

**10. Evaluation**

A committee of WCPS staff will independently review and evaluate each submission based on the criteria below. The determination of ranking of the bids according to these criteria rests with the Supervisor of Purchasing whose final judgment will not be grounds for appealing the contract award.

**Technical Proposal**

- Technical Criteria (alignment to Section III, Minimum Requirements) 30 Points  
*Review information provided regarding Technical Quality of the product and suitability alignment of WCPS' existing environment. Items of consideration may include performance of existing similar products from manufacturer, features that are beneficial to WCPS, or performance of demo equipment.*
  
- Ease of Installation/Configuration 20 Points  
*Review based on ease of ability to install and implement within WCPS' existing environment. Items to consider may include, but are not limited to, compatible management platform, ease of physical installation of equipment, effort to configure new equipment in WCPS' environment, and evaluation of vendor's ability to support installation.*

**Pricing Proposal**

- Pricing 50 Points  
*The acceptable proposal (meeting all requirements) with the lowest cost get the full points for this item, the others are scaled based on their cost relative to the lowest cost acceptable proposal*

**Total: 100 Points**

**11. Right to Negotiate**

The WCPS retains the right to negotiate specific contractual terms for products, services, and pricing. However, each bidder should submit a best and final offer in their initial bid package. Based upon the initial price offers, WCPS may or may not conduct price negotiations or discussions with any/all Bidders. Based on a change in the specifications, or if the price offers exceed the available funds, the Supervisor of Purchasing may invite revised price offers from finalist companies only. The WCPS reserves the right, in its sole discretion, to award a contract based upon the original written proposals received without further discussion or negotiation.

**12. Bids for All or Part**

A bidder may restrict his/her bid to be considered in the aggregate by so stating, but should name a unit price on each item bid upon. Any bid in which the bidder names a total price for all the items, without quoting a price on each and every separate item, may be considered non-responsive. Unless a bidder has restricted his/her bid, award may be made to the bidder submitting the lowest aggregate bid on a group of items of a similar nature or on an individual item basis, or any other basis deemed to be in the best interest of the Board.

**13. Electronic Version**

The Bid/RFP has been made available by electronic means to expedite the Proposal submittal process. The Bidder acknowledges and accepts fully the responsibility to ensure that no changes are made to this Bid/RFP. In the event of a conflict between a version of the Bid/RFP in the Bidder's possession and the Purchasing Department's version of the Bid/RFP, the document held by the Purchasing Department shall govern. A hard copy of all documents must be submitted with original signatures, if there is a conflict between the electronic copy and the hard copy the hard copy will govern.

**14. Non-Scheduled School Closings**

Vendors shall be responsible to become aware of scheduled closings and unscheduled closings due to inclement weather or other causes beyond the control of WCPS. Non-scheduled closings shall be posted on the WCPS website (<http://wcpsmd.com/>). Vendors should communicate with the Contract Administrator or his or her designee on any adjustments in the calendar year. In the event of a closing, the vendor must contact WCSP Contract Administrator or his or her designee to determine a mutually agreeable delivery schedule.

**15. Damages/Responsibilities for Items Tendered**

- a. The vendors will be held responsible for and shall be required to make good, at their own expense, any or all damages done or caused by them or their workers in the execution of the contract.
- b. The vendors will be responsible for the items covered by this contract until they are delivered and/or installed/assembled at the designated place of delivery.

## SECTION III – SPECIFICATION AND MINIMUM REQUIREMENTS

### NETWORK SWITCH REQUIREMENTS

#### 1. **Network Switch: EX4650-48Y-AFO / EX4650-48Y-AFI**

In Addition to being equivalent to the EX4650-48Y-AFO / EX4650-48Y-AFI switches, the following are minimum requirements:

- a. Must support both Layer 2 and Layer 3 functionality, throughput (maximum with 64-byte packets): 2976 Mpps (wire speed).
- b. Must support 2 Tbps (unidirectional) /4 Tbps (bidirectional) Switching Capacity.
- c. Must have a minimum of 48 1GbE/10GbE/25GbE ports using SFP/SFP+/SFP28 modules.
- d. Must have at minimum at least 8 - 40GbE/100GbE ports using QSFP+/QSFP28 ports in addition to the standard 48 1GbE/10GbE/25GbE ports.
- e. Must be Cloud-ready, with options for AI support (ex. Juniper Mist Wired Assurance and Marvis Virtual Network Assistant or equivalent vendor technologies).
- f. Must fit in a standard 19” rack and require only 1U of vertical space.
- g. Must allow for combining a minimum of 4 units into a single logical unit and managed as a single device (ex. Juniper Virtual Chassis technology, Cisco Stackwise technology, or equivalent), without the need for additional hardware modules (other than cables).
- h. Must support link aggregation across devices combined into a single logical unit.
- i. Must include at least 1 hot-swappable power supply, and have the option for redundant hot-swappable power supplies.
- j. Must support field replaceable hot-swappable fan units, allowing a failed fan unit to be replaced without requiring an outage.
- k. Must have the option for OSPF routing using OSPF v2 and v3.
- l. Must have the option for advanced routing capabilities such as IS-IS and BGP.
- m. Must support QoS with at least 8 queues.
- n. Must support layer 2 jumbo frames of at least 9188 bytes.
- o. Must support at least 4000 L2 VLANs.
- p. Must support at least 168,000 MAC addresses per system.
- q. Must support spanning tree protocol, including RSTP (802.1w).
- r. Must support LLDP.
- s. Must support port, VLAN, and Router ACLs for security.
- t. Must support both SSHv2 and HTTPS for management.
- u. Must support port mirroring for traffic monitoring, with the option to remotely monitor from another switch in the same layer 2 network.
- v. Cooling of switch must be front-to-back for the EX4650-48Y-AFO (air enters from the front of the switch and exhausts through the back of the switch).
- w. Cooling of switch must be back-to-front for the EX4650-48Y-AFI (air enters from the back of the switch and exhausts through the front of the switch).

#### 2. **Network Switch: EX4400-48P**

In Addition to being equivalent to the EX4400-48P, the following are the minimum requirements:

- a. Must support both Layer 2 and Layer 3 functionality.
- b. Must have a minimum of 48 10/100/1000Base-T port PoE++ host ports + min 2 - 100GbE ports.
- c. Must have minimum Packet Switching Capacities (Maximum with 64 Byte Packets) of 348 Gbps (unidirectional)/696 Gbps (bidirectional).
- d. Must have minimum Layer 2/Layer 3 Throughput (Mpps) (Maximum with 64 Byte Packets) of 517Mpps.
- e. Must fit in a standard 19” rack and require only 1U of vertical space.

- f. Must support Micro-segmentation (ex. Juniper EVPN-VXLAN-based architecture or equivalent vendor technologies) allowing deployment of a common set of policies and services across campuses with support for L2 and L3VPNs.
- g. Must be Cloud-ready, with option for AI (ex. Juniper Mist Wired Assurance and Marvis Virtual Network Assistant or equivalent vendor technologies).
- h. Must include Flow-based telemetry enabling flow-level analytics, allowing network administrators to monitor thousands of traffic flows without burdening the CPU.
- i. Must allow for combining a minimum of 10 units into a single logical unit and managed as a single device with throughput of at least 400 Gbps (ex. Juniper Virtual Chassis technology, Cisco Stackwise technology, or equivalent), without the need for additional hardware modules (other than cables).
- j. Must support link aggregation across devices combined into a single logical unit.
- k. Must have the capability to expand/add at least optional 4 ports of 1GbE/10GbE or 10/25GbE using extension module or equivalent not counting any ports utilized for combining switches into a logical unit.
- l. Must include at least 1 hot-swappable power supply, and have the option for redundant hot-swappable power supplies or for optional expansion of POE budget.
- m. Must support perpetual PoE.
- n. Must support 802.3bt PoE++ on all 10/100/1000Base-T ports, with a minimum of 800 watts of available PoE with a single power supply.
- o. Must support field replaceable hot-swappable fan units, allowing a failed fan unit to be replaced without requiring an outage.
- p. Must have the option for OSPF routing using OSPF v2 and v3.
- q. Must have the option for advanced routing capabilities such as IS-IS and BGP.
- r. Must support QoS.
- s. Must support layer 2 jumbo frames of at least 9188 bytes.
- t. Must support at least 4000 L2 VLANs.
- u. Must support spanning tree protocol, including RSTP (802.1w).
- v. Must support LLDP.
- w. Must support port, VLAN, and Router ACLs for security.
- x. Must support both SSHv2 and HTTPS for management.
- y. Must support port mirroring for traffic monitoring, with the option to remotely monitor from another switch in the same layer 2 network.

### 3. **Network Switch: EX4100-48P**

In Addition to being equivalent to the EX4100-F-48P, the following are the minimum requirements:

- a. Must support both Layer 2 and Layer 3 functionality.
- b. Must have a minimum of 48 10/100/1000Base-T port PoE+ host ports + min 4 - 10GbE ports.
- c. Must have minimum Packet Switching Capacities (Maximum with 64 Byte Packets) of 188 Gbps (unidirectional)/376 Gbps (bidirectional).
- d. Must have minimum Layer 2/Layer 3 Throughput (Mpps) (Maximum with 64 Byte Packets) of 270 Mpps.
- e. Must fit in a standard 19" rack and require only 1U of vertical space.
- f. Must support Micro-segmentation (ex. Juniper EVPN-VXLAN-based architecture or equivalent vendor technologies) allowing deployment of a common set of policies and services across campuses with support for L2 and L3VPNs.
- g. Must be Cloud-ready, with option for AI (ex. Juniper Mist Wired Assurance and Marvis Virtual Network Assistant or equivalent vendor technologies).
- h. Must include Flow-based telemetry enabling flow-level analytics, allowing network administrators to monitor thousands of traffic flows without burdening the CPU.
- i. Must allow for combining a minimum of 10 units into a single logical unit and managed as a single device with throughput of at least 80 Gbps (ex. Juniper Virtual Chassis technology, Cisco Stackwise technology, or equivalent), without the need for additional hardware modules (other than cables).
- j. Must support link aggregation across devices combined into a single logical unit.
- k. Must support perpetual PoE.

- l. Must support 802.3af/at (PoE/PoE+) on all 48 - 10/100/1000Base-T ports, with a minimum of 740 watts of available PoE with a single power supply.
- m. Must have the option for OSPF routing using OSPF v2 and v3.
- n. Must support QoS.
- o. Must support layer 2 jumbo frames of at least 9188 bytes.
- p. Must support at least 4000 L2 VLANs.
- q. Must support spanning tree protocol, including RSTP (802.1w).
- r. Must support LLDP.
- s. Must support port, VLAN, and Router ACLs for security.
- t. Must support both SSHv2 and HTTPS for management.
- u. Must support port mirroring for traffic monitoring, with the option to remotely monitor from another switch in the same layer 2 network.

**4. Network Switch: EX4400-48MP**

In Addition to being equivalent to the EX4400-48MP, the following are the minimum requirements:

- a. Must support both Layer 2 and Layer 3 functionality.
- b. Must have a minimum of 12 x 100M/1/2.5/5/10GbE + 36 x 100M/1/2.5GbE port PoE++ host ports + min 2 - 100GbE ports.
- c. Must have minimum Packet Switching Capacities (Maximum with 64 Byte Packets) of 510 Gbps (unidirectional)/1020 Gbps (bidirectional).
- d. Must have minimum Layer 2/Layer 3 Throughput (Mpps) (Maximum with 64 Byte Packets) of 758 Mpps.
- e. Must fit in a standard 19" rack and require only 1U of vertical space.
- f. Must support Micro-segmentation (ex. Juniper EVPN-VXLAN-based architecture or equivalent vendor technologies) allowing deployment of a common set of policies and services across campuses with support for L2 and L3VPNs.
- g. Must be Cloud-ready, with option for AI (ex. Juniper Mist Wired Assurance and Marvis Virtual Network Assistant or equivalent vendor technologies).
- h. Must include Flow-based telemetry enabling flow-level analytics, allowing network administrators to monitor thousands of traffic flows without burdening the CPU.
- i. Must allow for combining a minimum of 10 units into a single logical unit and managed as a single device with throughput of at least 400 Gbps (ex. Juniper Virtual Chassis technology, Cisco Stackwise technology, or equivalent), without the need for additional hardware modules (other than cables).
- j. Must support link aggregation across devices combined into a single logical unit.
- k. Must have the capability to expand/add at least optional 4 ports of 1GbE/10GbE or 10/25GbE using extension module or equivalent not counting any ports utilized for combining switches into a logical unit.
- l. Must include at least 1 hot-swappable power supply, and have the option for redundant hot-swappable power supplies or for optional expansion of POE budget.
- m. Must support perpetual PoE.
- n. Must support 802.3bt PoE++ on all 10/100/1000Base-T ports, with a minimum of 800 watts of available PoE with a single power supply.
- o. Must support field replaceable hot-swappable fan units, allowing a failed fan unit to be replaced without requiring an outage.
- p. Must have the option for OSPF routing using OSPF v2 and v3.
- q. Must have the option for advanced routing capabilities such as IS-IS and BGP.
- r. Must support QoS.
- s. Must support layer 2 jumbo frames of at least 9188 bytes.
- t. Must support at least 4000 L2 VLANs.
- u. Must support spanning tree protocol, including RSTP (802.1w).
- v. Must support LLDP.
- w. Must support port, VLAN, and Router ACLs for security.
- x. Must support both SSHv2 and HTTPS for management.
- y. Must support port mirroring for traffic monitoring, with the option to remotely monitor from another switch in the same layer 2 network.

## **WIRELESS ACCESS POINTS REQUIREMENTS**

### ***1. Wireless Access Points Requirements: AP-45-US***

In Addition to being equivalent to the AP-45-US the following are minimum requirements:

- a. Must support 802.11ax (WiFi 6) .
- b. Must be a comprised of a tri-band, quad radio (with 2.4Ghz, 5Ghz and 6Ghz Bands) .
- c. Must support MU-MIMO with 4 streams (4x4).
- d. Must support combined data rate of 8.3 Gbps in Tr-Band and 9.6 Gbps in dual 5Ghz + 6Ghz.
- e. Must support maximum data rates of 4800 Mbps in the 6GHz band, 2400 Mbps in the 5GHz band, and 1148 Mbps in the 2.4GHz band.
- f. Indoor model (AP-43-US equivalent) must have mounting hardware for suspended T-rail ceiling grid mounting, as well as drywall mounting.
- g. Must be fully functional, other than acting as PSE (power sourcing equipment), when connected to a PoE source capable of supplying PoE based on the 802.3at Type 2 standard (30 W at PSE).
- h. Must have at least one port that supports the 802.3bz (2.5 Gbps).
- i. Must be capable of being managed via a cloud-based management platform.
- j. Must have the option for detailed cloud management and AI (ex. Juniper Mist Wireless Assurance and Marvis Virtual Network Assistant or equivalent vendor technologies).
- k. Must support local switching of traffic to multiple VLANs.
- l. Must support multiple pre-shared keys when utilizing WPA2-Personal.
- m. Must support WPA2-Enterprise.
- n. Must support access control policies (firewall) being enforced at the access point.
- o. Must have status LED that is visible when access point is mounted in typical orientation and which distinguishes between an access point that is up, configured and ready to accept connections, and one which has at least one device connected.

### ***2. Wireless Access Points Requirements: AP-63-US***

In Addition to being equivalent to the AP-63-US, the following are minimum requirements:

- a. Must support 802.11ax (WiFi 6).
- b. Must support MU-MIMO with 4 streams.
- c. Must support combined data rate of 3.5 Gbps when in dual band (2.4 GHz + 5 GHz) mode, and 4.8 Gbps when in dual 5 GHz mode.
- d. Indoor model (AP-43-US equivalent) must have mounting hardware for suspended T-rail ceiling grid mounting, as well as drywall mounting.
- e. Must be fully functional, other than acting as PSE (power sourcing equipment), when connected to a PoE source capable of supplying PoE based on the 802.3at Type 2 standard (30 W at PSE).
- f. Must have at least one port that supports the 802.3bz (2.5 Gbps).
- g. Must be capable of being managed via a cloud-based management platform.
- h. Must have the option for detailed cloud management and AI (ex. Juniper Mist Wireless Assurance and Marvis Virtual Network Assistant or equivalent vendor technologies).
- i. Must support local switching of traffic to multiple VLANs.
- j. Must support multiple pre-shared keys when utilizing WPA2-Personal.
- k. Must support WPA2-Enterprise.
- l. Must support access control policies (firewall) being enforced at the access point.
- m. Must have status LED that is visible when access point is mounted in typical orientation and which distinguishes between an access point that is up, configured and ready to accept connections, and one which has at least one device connected.