



Office of Purchasing  
10910 Route 108 Ellicott City, Maryland 21042-6198  
(410) 313-6600, fax (410) 313-6789

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June 2, 2008

To All Interested Leasing Firms:

The Howard County Public School System (HCPSS) invites your proposals, Request for Proposal No. 070.08.B1, to provide a four (4) year, tax exempt, lease concluding in the purchase of computers and various computer related accessories. The Howard County Public School System intends to utilize established contracts for the purchase of the equipment. Proposals for leasing shall be accepted at the Howard County Department of Education, Purchasing Office, 10910 Route 108, Ellicott City, Maryland 21042, until 11:00 am on June 17, 2008.

Late proposals will not be considered. It is the responsibility of each Offeror to ensure that its proposal is delivered to the proper place prior to the scheduled closing date and time.

Copies of the Request for Proposal may be obtained by contacting the Purchasing Office at the address above or by calling (410) 313-6722. Copies of the RFP may also be obtained from the HCPSS website at [www2.hcpss.org/purchasing](http://www2.hcpss.org/purchasing). Organizations obtaining the RFP from the website are encouraged to review that website frequently to learn of any addenda that may be issued.

The Howard County Public School System reserves the right to reject in whole or in part any or all proposals.

Sincerely,

A handwritten signature in black ink, appearing to read "Pindell", with a stylized flourish at the end.

Douglas Pindell  
Purchasing Officer

**THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM**

**REQUEST FOR PROPOSALS**

**FOR**

**TECHNOLOGY LEASE**

**PHASE 2.0 + 3.0**

**Lease-Purchase of Computers and Various Computer Related Accessories**

**RFP No. 070.08.B1**

The Howard County Public School System  
10910 Route 108  
Ellicott City, Maryland 21042

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## **TECHNOLOGY LEASE**

### **PHASE 2.0 + 3.0**

#### **SPECIAL PROVISIONS**

##### **1.0 SCOPE OF CONTRACT**

The Howard County Public School System, Lessee, (HCPSS) is soliciting proposals from qualified providers to obtain tax exempt Lease-Purchase financing for the purchase of computers and various computer related accessories (Equipment) in accordance with this Request for Proposal (RFP) and specifications provided in Exhibit A.

##### **2.0 APPLICATION**

HCPSS is requesting proposals from qualified firms to offer competitive leasing plans for the purchase of new computers and various computer related accessories.

##### **3.0 PROPOSER INFORMATION**

The information of this section is advisory and serves as a preface to other sections of this RFP. HCPSS reserves the right to accept or reject any or all proposals, waive irregularities and technicalities, request resubmissions, and enter into negotiations with offerors as warranted. There is no obligation on the part of HCPSS to award the contract to the firm proposing the lowest interest rate. HCPSS reserves the right to award the contract to the firm whose proposal is most advantageous to and in the best interest of HCPSS. HCPSS shall be the sole judge of which proposal is in its best interest.

##### **4.0 CONTRACT PERIOD**

A contract is anticipated to be executed June, 2008. Implementation will begin once the contract is executed. The lease agreement shall begin upon the execution of an agreement soon after award.

##### **5.0 BACKGROUND**

HCPSS currently has 48,000 students in 74 schools and is located between the metropolitan areas of Baltimore, Maryland and Washington, DC. While it is a suburban system in many respects, parts of it are becoming more urbanized with an influx of students and families from the two major metropolitan areas, many of them coming because of the outstanding reputation of the school system. The Howard County Public School System is sixth in size of the 24 school systems in the State of Maryland. Approximately 7,000 employees serve the needs of the students and parents of the system. The HCPSS has maintained its place as one of the top systems in the United States.

The County itself has a population of 255,707 (2001 Census Bureau data) with the primary residential center being the planned city of Columbia. The County is home to a highly educated and socio-economically well-to-do population, although there are some areas of poverty in the county. The County is becoming increasingly diverse, with a particularly high growth rate of non-native English speakers. Two-thirds of residents work outside the county (approximately one-third in Washington DC, another one-third in Baltimore), and the remaining one-third in the county or its immediate vicinity.

School systems in the state of Maryland are financially dependent, and over the years the school system has enjoyed a positive and productive relationship with the county government, which provides approximately 75 percent of the school system's current operating budget. Community expectations for the school system are very high, and there is a very high degree of community participation in education-related activities both at the school and the school system level.

Respondents to this solicitation are encouraged to review the data contained in HCPSS' website for a better understanding of HCPSS, its organization and management, and the services it provides. The website includes a summary of the approved Fiscal 2008 Operating Budget. This website may be accessed at [www.hcpss.org](http://www.hcpss.org).

**6.0 SUBMISSION OF PROPOSAL**

One (1) original and two (2) copies of the proposal are due at the Office of Purchasing, Howard County Department of Education, 10910 Route 108, Ellicott City, MD 21042, **prior to the specified time and date as listed on the Notice.**

It is the Offeror’s responsibility to clearly identify and to describe the services being offered in response to the Request for Proposal. Offerors are cautioned that organization of their response, as well as thoroughness is critical to the HCPSS's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner.

Each original and set of the two (2) copies of the proposal shall consist of:

- A. Cover sheet, duly signed with the corporate seal impressed, if applicable.
- B. Financial Proposal

By executing the cover sheet, Offeror acknowledges that the Offeror has read this Request for Proposal, understands it, and agrees to be bound by its terms and conditions. Proposals may be submitted by mail or delivered in person. All proposals must be received by the receptionist at the following location prior to the date and time specified: Office of Purchasing, Howard County Department of Education, 10910 Route 108, Ellicott City, MD 21042. The names of the Offerors submitting proposals shall be available after the proposal closing time and date.

**7.0 LATE PROPOSALS**

Proposals received in the Office of Purchasing after the date and time prescribed shall not be considered for contract award.

**8.0 PERIOD THAT PROPOSALS REMAIN VALID**

Each Offeror agrees that proposals shall remain firm for a period of sixty (60) calendar days after the date specified for receipt of proposals.

**9.0 PRICES AND ALTERATIONS**

Proposal prices and annual payments must be typed or written in ink. Any price/interest rate or payment changes must be initialed or the item will be disqualified, and the proposal rejected.

**10.0 QUESTIONS AND INQUIRES**

The person to contact concerning matters pertaining to this Request for Proposal is:

Douglas Pindell, Purchasing Officer  
Purchasing Office  
Howard County Public School System  
10910 Route 108  
Ellicott City, MD 21042  
Phone: (410) 313-6722  
Fax: (410) 313-6789  
Email: dpindell@hcpss.org

**11.0 BASIS FOR AWARD**

- 11.1 The Howard County Public School System reserves the right to award the contract in the aggregate, by schedule in the best interest of the HCPSS or to make multiple awards in a primary, secondary manner depending on the capacity of the awarded vendors to service the school system.
- 11.2 A Selection Advisory Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the technical proposal, and

the evaluation criteria listed below. Based upon this review, the business proposals of the highest rated offerors shall then be reviewed.

### **11.3 PROPOSAL EVALUATION CRITERIA**

The following factors shall be considered in the award of this contract:

Evaluation Criteria:

Technical Qualifications:      Expertise and experience

Price:                      Cost shall be the primary factor in the selection.

The Committee may negotiate any changes desired in the offer if deemed in the best interest of HCPSS. If a satisfactory contract cannot be negotiated with the highest qualified offeror, negotiations shall be formally terminated. Negotiations shall then be undertaken with the second rated offeror and so on.

The Purchasing Officer may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.

Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the Purchasing Officer, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Hence, proposals should be submitted initially on the most complete and favorable terms from a technical standpoint which offerors are capable of submitting to HCPSS. Should proposals submitted require additional clarification and/or supplementary information, offerors should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when so requested.

Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal shall be classified as "acceptable". Proposals found not to be acceptable shall be classified, as "unacceptable" and no further discussion concerning same shall be conducted.

### **12.0 PURCHASE ORDER**

A purchase order shall be issued annually for the yearly payment. The purchase order indicates that sufficient funds have been obligated.

The purchase order does not supersede any provisions of the resulting contract. Performance time and dates are determined solely by the contract and any modification thereto.

### **13.0 INDEMNIFICATION**

To the fullest extent permitted by law, Firm agrees to defend, indemnify, pay on behalf of, and save harmless the Board of Education of Howard County, its elected and appointed officials, agents, employees, and authorized volunteers against any and all claims, liability, demands, suits or loss, including attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Firm under this Contract.

### **14.0 DESCRIPTION OF PROJECT**

HCPSS intends to purchase under established HCPSS and State contracts various computers and related accessories. The equipment identified on Exhibit A, EQUIPMENT, has been established under the HCPSS Standardization Plan to upgrade computer capabilities of HCPSS to the most current standards available.

**15.0 ESCROW FUNDING**

Funding source will establish an escrow account for the transaction on or about April 2008. The fund will be used to pay equipment vendors/contractors and any escrow expenses.

**16.0 LEGAL TITLE**

Title to the equipment will be in the name of Lessee.

**17.0 TYPE OF FINANCING**

Master Lease Agreement with a series of schedules thereto. The agreement will be based on the annual appropriation of funds during each year of the lease term. The obligation of the Lessee to make Lease Payments and any other payment obligations due under this Agreement after June 30th of the fiscal year is subject to the availability of appropriations for this purpose by the Board of Education of Howard County. Lessee's obligations to make payments during subsequent fiscal years are dependent upon the same action.

**18.0 OTHER INFORMATION/REQUIREMENTS**

1. A Fair Market Value (FMV) lease will not be considered.
2. If applicable, proposals shall itemize any personal property and sales tax bundled in the payment price if applicable.
3. In the event that equipment is returned during the term of the lease:
  - a. The Lessor shall pay all shipping charges, packaging labor and packaging supplies.
  - b. The Lessor shall not required that the equipment be contained in original boxes and/or include original OEM items (i.e. manuals, extra cables, software CD's/DVD's, etc).
4. Proposals shall identify any and all fees and/or penalties that may be applied (closing costs, application fees, handling or return fees, damage fees, etc.)
5. Proposals shall indicate if HCPSS may select different end-of lease options by computer.
6. Proposals shall indicate type of lease offered. Explain all details and options available.

## ATTACHMENT A

### GENERAL PROVISIONS

#### I. CONTRACT AWARD

Any award to furnish services to The Howard County Public School System (referred to as "HCPSS") shall include, in whole or in part, either attached or incorporated by reference, binding in all respects, these provisions.

#### II. ORDER OF PRECEDENCE

In the event of an inconsistency among provisions of this Request for Proposal, the inconsistency shall be resolved by the following order of precedence:

- Special Provisions
- Terms and Conditions
- General Provisions for Professional Services

#### III. WAIVER OF RIGHT TO BID ON OTHER CONTRACTS

The Firm agrees that it and its parent, its affiliates and subsidiaries, if any, waive the right to bid on any procurement contracts, of any tier, resulting from the services to be provided under this agreement.

#### IV. PUBLIC INFORMATION ACT NOTICE

Offerors should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by HCPSS. Blanket requests for the entire proposal to be held confidential will not be accepted.

HCPSS shall determine, in their sole discretion, which (if any) portions of the Offeror's proposals shall be confidential.

#### V. INITIATION OF WORK

The Firm shall not commence performance of the services until it receives a formal written notice to proceed from HCPSS.

#### VI. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Firm shall be responsible for any personnel injury, loss of life, and damage to or loss of property arising from or related to Firm's activities or those of its subcontractors, agents, or employees in connection with the services required under this agreement. The Firm shall indemnify and save harmless HCPSS, its elected officials, officers, agents and employees from and against all claims, suits, demands, judgments, expenses, actions, damages and costs of every name and description, including but not limited to attorneys fees arising out of or resulting from its negligent or wrongful performance or failure of performance of the services of the Firm under this agreement or the activities conducted or required to be conducted by the Firm under this agreement, including its subcontractors, agents, or employees.

#### VII. PERFORMANCE: SAVE HARMLESS: INSURANCE

- A. The Firm shall take proper safety and health precautions and to protect his work, his employees, the public and the property of others from any damage or injury resulting solely from the performance of his work described herein.
- B. HCPSS shall be liable for any injuries to the employees, agents, or assignees of the Firm arising out of or during the course of employment relating to this agreement.
- C. The Firm has in force, or shall obtain, and will maintain insurance in not less than the amounts specified and accordance with the requirements contained in this document.



VIII. SUBCONTRACTING OR ASSIGNMENT

The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors and assigns, provided any such General Provisions for Professional Services successor to the Firm, whether such successor or assign be an individual, a partnership, or a corporation, is acceptable to HCPSS, and neither this agreement or the services to be performed there under shall be subcontracted, or assigned, or otherwise disposed of, either in whole or in part, except with the prior written consent of HCPSS.

IX. CHANGES ALTERATIONS, OR MODIFICATIONS IN THE SERVICES

HCPSS shall have the right, at their discretion, to change, alter, or modify the services provided for in this agreement and such changes, alterations, or modifications may be made even though it will result in an increase or decrease in the services of the Firm or in the contract cost thereof.

If such changes cause an increase or decrease in the Firm's cost of, or time required for, performance of any service under this contract, whether or not changed by an order, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. Any claim of the Firm for adjustment under this clause must be asserted in writing with 30 days from the date of receipt by the Firm of the notification of change unless the project manager or his duly authorized representative grants a further period of time before the date of final payment under the contract.

No services for which an additional cost or fee will be charged by the Firm shall be furnished without prior written authorization of HCPSS.

X. DELAYS AND EXTENSIONS OF TIME

The Firm shall prosecute the work continuously and diligently and no charges or claims for damages shall be made by the Firm for any delays, acceleration or hindrance, from any cause whatsoever, during the progress of any portion of the services specified in this agreement. Such delays, acceleration or hindrances, if any, may be compensated for by an extension of time for such reasonable period as HCPSS may decide. Time extensions will be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the Firm.

**TECHNOLOGY LEASE**

**PHASE 2.0 + 3.0**

**RFP No. 070.08.B1**

**PRICE PROPOSAL FORM**

Date: \_\_\_\_\_

Douglas Pindell  
 Howard County Public School System  
 Purchasing Office  
 10910 Route 108  
 Ellicott City, MD 21042

Proposer/Offeror: \_\_\_\_\_

Contact Name & Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Cellular Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Web Address: \_\_\_\_\_

**Proposal:** Provide a four (4) year, tax exempt, lease concluding in the purchase of computers and various computer related accessories. Lease shall be inclusive of all closing costs and any other fees associated with financing this project.

<b>Purchase and Implementation:</b>	<u>See Exhibit A, EQUIPMENT/SERVICES</u>
<b>Equipment Cost (est.):</b>	<u>\$9.5 M to \$10.2 M – see schedules below</u>
<b>Closing Date:</b>	<u>Anticipated June 26, 2008</u>
<b>First Payment due date:</b>	<u>Anticipated August 1, 2008</u>
<b>Term:</b>	<u>4 Years</u>

**Schedule A based on \$9.5 Million**

Payment Schedule	Lease Rate Factor	Type of Lease	Total Principal	Total Interest	Other Charges	Annual Payment	TOTALS
Year 1 08/01/08							
Year 2 08/01/09							
Year 3 08/01/10							
Year 4 08/01/11							
<b>TOTALS</b>							

**Schedule B based on \$9.8 Million**

Payment Schedule	Lease Rate Factor	Type of Lease	Total Principal	Total Interest	Other Charges	Annual Payment	TOTALS
Year 1 08/01/08							
Year 2 08/01/09							
Year 3 08/01/10							
Year 4 08/01/11							
<b>TOTALS</b>							

**TECHNOLOGY LEASE**

**PHASE 2.0 + 3.0**

**RFP No. 070.08.B1**

**PRICE PROPOSAL FORM (cont.)**

Date: \_\_\_\_\_

**Schedule C based on \$10.2 Million**

Payment Schedule	Lease Rate Factor	Type of Lease	Total Principal	Total Interest	Other Charges	Annual Payment	TOTALS
Year 1 08/01/08							
Year 2 08/01/09							
Year 3 08/01/10							
Year 4 08/01/11							
<b>TOTALS</b>							

**THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM**

**SIGNATURE SHEET**

A. Bidder's Certification

1. I/we hereby propose to furnish and deliver supplies, equipment, or services, in accordance with specifications and stipulations contained herein, and at the prices quoted. I/we certify that this bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same supplies, materials, or equipment and is in all respects fair and without collusion or fraud.
2. I/we certify that this bid is made without having contacted any employee within The Howard County Public School System unless such contacts were previously authorized by the Purchasing Officer.
3. I/we certify that this bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived and agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the bid prices of the affidavit or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any bidder, or to secure any advantage against the Board of Education of Howard County or any other person interested in the proposed contract; and that all statements in said proposal or bid are true.
4. I hereby certify that I am authorized to sign for the bidder.

B. Vendor/Contractor Disqualification - Bribery

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

Submitted by:

---

(company name)

---

(street address)

---

(city, state and zip)

---

(telephone number)

---

(person authorized to sign bids)

---

(title of authorized representative)

---

(signature of authorized representative)

---

(date)

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM  
10910 Route 108  
Ellicott City, Maryland 21042

**NO BID REPLY FORM**

Sealed Bid For: Technology Lease - Phase 2.0 + 3.0

Bid Number: 070.08.B1

Bidder: \_\_\_\_\_

To assist us in obtaining good competition on our Request for Bids, 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.

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 Request for Sealed Bid document. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 3. We do not feel we can be competitive.
- \_\_\_\_\_ 4. We can not submit a bid because of the marketing or franchising policies of the manufacturing company.
- \_\_\_\_\_ 5. We do not wish to sell to The Howard County Public School System. Our objections are: \_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 6. We do not sell the item(s)/service(s) requested in the specific specifications.
- \_\_\_\_\_ 7. Other: \_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 8. We wish to remain on the Bidders' List.
- \_\_\_\_\_ 9. We wish to be removed from the Bidders' List for the above stated commodity.

**Replacement Plan 2.0 and 3.0****Estimated Quantities, Hardware & Service Cost 5/23/2008**Total Est.  
; # of Units

Exhibit A

**Network Hardware:**

Apple Server	60
Dell Server - Domain Controllers	148
Dell Server - Member Servers Admin	14
Dell Server - Member Servers Instr	14
Sonic Firewall Router 6 port model 4060	14
APC Uninterruptible Power Supply	148
equipment rack	74
power strips	296
8 port KVM switch	74
LCD Monitor & keyboard	74

**Computer Hardware:**

Apple laptop MacBook	871
Apple laptop Macbook Pro	59
Apple Desktop iMac	802
Dell laptop Latitude D530	663
Dell Desktop Optiplex 755	2554
Dell Desktop Precision T4300	322

**Printer Hardware:**

Printer-individual-mono-Ricoh 3300N	518
Printer-shared-mono-Ricoh SP5100N	33
Printer-color-Ricoh-C221N	34
MFD-printer/scanner/fax-mono-Ricoh MP 161	183

**Software:**

Active/Open Directory [separate project]	1
LANDesk [included in separate project]	1
Apple server software[incl in hardware cost]	60
Dell Server software [incl in hardware cost]	176
Inspiration licenses [Principals & APs]	241
Pixie 2 licenses	60
Ghost, not needed replacement computers [6]	0
Microsoft Windows 2008 Enterprise Server	176

**Misc Material:**

laptop bag for new laptops	935
ethernet cord for new laptops	935
DVI to VGA adapter for new Apple laptop	571
laptop lock for new MS+HS laptops	382
Bredford Mobile Cart	23
Apple Airport WAP	22
Dell WAP	20

**Services:**

AppleCare Account Manager Svc	1
Apple 2 Year OS X Server	1
Apple ARD 3.0 license	0
Apple Computer hardware - image, install & test [1]	1673
Dell Computer hardware - image, install & test [1]	3539
Network hardware - install & test [2]	74
Delivery service for all hardware	1
School server rooms - augment AC & HVAC [3]	74
School server rooms - major room modifications [4]	14
School server rooms - data wiring [5]	14