

14. Contract: Inspection, Maintenance, Repair, and Installation of Bleachers and Stadium Seating

Contract #: MBU-510-12

Term: 3 years, 8 mos. **Extension:** 3 years **Contract Ending Date:** 12/31/18
Estimated contract authority: \$ 3,500,000

Board meeting date: May 8, 2012
Bid issued: February 23, 2012
Pre-bid meeting date: March 1, 2012
Due date: March 22, 2012
No. of vendors issued to: 14
No. of bids received: 1
No. of no-bids received: 3

Description:

This contract consists of performing preventative maintenance services, repairs, and/or installation of indoor and outdoor bleachers and stadium and auditorium seating. Additionally, the award bidder shall complete specific projects in conjunction with renovations, additions, demolition, damages, critical equipment failures, and modifications at any site.

Recommendation:

Award of contract is recommended to:

T.J. Distributors

Forest Hill, MD

Responsible school or office:

Office of Physical Facilities

Contact person:

Michael G. Sines

Funding source:

Operating budget

**BALTIMORE COUNTY PUBLIC SCHOOLS
BID TABULATION - POSTING**

Bid Name: Contracted Services:

Inspection, Maintenance, Repair & Installation of Bleachers and Stadium Seating

Bid Number: MBU-510-12

	Bidders' Names			
	T.J. Distributors, Inc.	RJ McCarville Assoc., Ltd.	Stadium Solutions, Inc.	Wenger Corporation
ITEM 1: "Hourly Rate" for one (1) Technician	\$52.50	NO-BID	NO-BID	NO-BID
ITEM 2: Fixed Rate for one (each) Bleacher System per Part III: Section 1, paragraph 1.2 Preventative Maintenance Requirements and Exhibit A	\$395.00	NO-BID	NO-BID	NO-BID
ITEM 3: Fixed Rate for one (each) Grandstand System per Part III: Section 1, paragraph 1.2 Preventative Maintenance Requirements and Exhibit A	\$300.00	NO-BID	NO-BID	NO-BID

IMPORTANT: NO AWARD HAS BEEN MADE.

Award bidder (s) has not yet been identified. Complete evaluation of the bids by BCPS representatives will occur in the near future. The recommended award will be available in the Office of Purchasing after the completed evaluation. Bids will not be available for review by bidders at the bid opening. BCPS reserves the right to review all materials and present a recommendation to the Board of Education prior to bids being available for review. Bid documents will only be available for review after approval of the contract by the Board. Bidders may call the Office of Purchasing to set up a date and time for reviewing bid documents.



BALTIMORE COUNTY PUBLIC SCHOOLS

Focused on Quality, Committed to Excellence

1940 Greenspring Drive, Suite G

Timonium, MD 21093

Division of Business Services

Department of Fiscal Services

Office of Purchasing

An Affirmative Action Employer

SPECIFICATION AND SOLICITATION FOR CONTRACTED SERVICES: INSPECTION, MAINTENANCE, REPAIR AND INSTALLATION OF BLEACHERS AND STADIUM SEATING

PRE-BID: **March 1, 2012 @ 11:00 AM**
Department of Physical Facilities
9610 Pulaski Park Drive, Suite 204
Baltimore, MD 21220

RETURN TO: **BALTIMORE COUNTY PUBLIC SCHOOLS**
MBU-510-12 Attn: Melvin E. Burley, Purchasing Agent.
1940 Greenspring Drive, Suite "G"
Timonium, MD 21093

BID NUMBER: **MBU-510-12**

BID ISSUED DATE: **February 23, 2011**

DUE DATE: **March 22, 2012**

DUE TIME: **3:00 PM** (Eastern Time Zone)

PUBLIC OPENING: **June 3, 2010 at 3:10 PM** (10-15 minutes after due time)
Conference Room
1940 Greenspring Drive, Suite "G"
Timonium, MD 21093

BCPS has a bidder's Hotline in place that is updated weekly to inform interested parties of bids that have been issued. For information regarding bids, please call 410-887-7819 **OR**: Go to our website at www.bcps.org and **Click** onto "Offices"; **Click** onto "Purchasing Office"; **Click** onto "Bid Board"; **Click** onto "Invitation to Bid".

Baltimore County Public Schools reserves the right to waive informalities, to reject all bids, and to reissue this bid at its option, and does not make an obligation to purchase by issuing this bid.

Failure to mark your proposal/bid clearly/plainly as a "SEALED BID" on the outside of the return envelope may result in premature opening of the envelope and bid.

John Cossentina, Project Manager: (410) 887-6300 FAX: (410) 887-6359, jcossentina@bcps.org

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INVITATION FOR BIDS

The Board of Education of Baltimore County invites Vendors to bid on/respond to a solicitation for **Contracted Services: INSPECTION, MAINTENANCE, REPAIR AND INSTALLATION OF BLEACHERS AND STADIUM SEATING** [commodity codes 98863,42004] to include (but not limited to) regularly schedule inspections, maintenance, repair and installation services for both outdoor and indoor bleachers and auditorium seating, under solicitation number MBU-510-12. **The expenditures for these services are projected to fall in Cost Group B: \$100,000 and \$500,000 annually.** Procurement questions can be emailed to Melvin E. Burley, Purchasing Agent at mburley2@bcps.org or they may be faxed to his attention at 410-887-7831. **Verbal questions will not be taken.**

Vendors proposing to bid may secure a set of solicitation documents after 2:00 PM, on or after **Thursday February 23, 2012**, at the Office of Purchasing, 1940 Greenspring Drive, Suite "G", Timonium, MD, 21093. **THERE IS NO COST FOR THE SOLICITATION AND IT CAN BE PROVIDED ELECTRONICALLY.**

A Pre-Bid meeting for this procurement is scheduled for **Thursday, March 1, 2012 at 11:00 AM** in the Department of Physical Facilities, 9610 Pulaski Park Drive, Suite 204, Baltimore, MD 21220.

Sealed bids will be received until **March 22, 2012 no later than 3:00 PM** in the Office of Purchasing at Baltimore County Public Schools Office of Purchasing, located at 1940 Greenspring Drive Suite G, Timonium, MD 21093. A public bid opening will be held approximately 10 minutes after the due date and time for this solicitation.

All Bidders submitting a proposal/bid shall have at least five years experience and hold manufacturer's certifications to repair, maintain and install bleachers and bleacher systems. Vendors shall also have an active State of Maryland Department of Labor Licensing and Regulation license to perform this type of work, prior to the date of bid opening.

The contractor or suppliers who provide materials, supplies, equipment, and/or services for the above solicitation shall attempt to achieve 14% participation of Small and/or Minority Business Enterprise organizations in response to the Board of Education's goal for economic development. Small Business Enterprises and Certified Minority Business Enterprises are encouraged to respond.

The Board of Education of Baltimore County reserves the right to reject any or all proposals and to waive informalities.

By Order of the Board of Education of Baltimore County

Richard Gay, Manager, Office of Purchasing

Directions to the Pre-Bid Meeting at the DEPARTMENT OF PHYSICAL FACILITIES

Take the BALTIMORE BELTWAY INNER LOOP/I-695 to exit 35B; Exit and merge ONTO PULASKI HIGHWAY/US-40 EAST toward Aberdeen. Travel approximately 2.4 miles and turn RIGHT at the traffic light onto MIDDLE RIVER ROAD. Travel approximately .1 mile, make the next LEFT turn onto PULASKI PARK DRIVE, and travel to **9610 PULASKI PARK DRIVE, SUITE 204.**

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PART I: TERMS AND CONDITIONS

1 DEFINITIONS

1.1 Bidding Documents

Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the proposal/bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between BCPS and Award Bidder, Conditions of the Contract (General Supplementary and other Conditions), Drawings, Specifications, and all Addenda issued prior to execution of the Contract.

1.2 Applicable Definitions

Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201 Edition, or in other Contract Documents are applicable to the Solicitation/Bidding Documents.

1.3 Addenda

Addenda are written or graphic instruments issued by BCPS or its representative prior to the execution of the Contract, which modify or interpret the Solicitation by additions deletions clarifications or corrections.

1.4 Bid

A Bid is a complete and properly signed proposal to do the Work and/or provide the Goods for the sums stipulated therein submitted in accordance with the Solicitation.

1.5 Base Bid

The Base Bid is the sum stated in the Solicitation for which the Bidder offers to perform the Work described in the Solicitation as the base to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.

1.6 Alternate Bid

An Alternate Bid is an amount stated in the Proposal/Bid that may be added to or deducted from the amount of the Base Bid if the corresponding change in the Work as described in the Solicitation is accepted.

1.7 Unit Price

A Unit Price is an amount stated in the Solicitation as a price per unit of measurement for materials equipment or services or a portion of the Work as described in the Solicitation.

1.8 Bidder

A Bidder is any reliable and interested person, broker, vendor, contractor and/or manufacturer who responded to the solicitation /submits a Bid/Proposal.

1.9 Award Bidder

An Award Bidder is a person or entity that submits a Proposal/Bid and has been approved by the Board of Education for award.

1.10 Sub-Contractor

A Sub-contractor is a person or entity that submits a proposal or bid to an Award Bidder for materials, equipment, or labor for a portion of the Work.

1.11 BCPS

For the purpose and clarity of this document only, "BCPS" will mean the Baltimore County Public Schools and the Baltimore County Board of Education and its officials and employees.

2 AN INVITATION TO BID

2.1 Invitation

Baltimore County Public Schools invites all interested and qualified Bidders to submit a proposal/bid. These specifications intend to cover the purchase of the services and/or commodities requested and include, but are not limited to, providing labor, materials, equipment, and supervision of labor and subcontractors to complete requirements as identified [by BCPS].

2.2 Advertising

In accordance with State law and BCPS policies, notices and announcements shall be published a minimum of 14 calendar days in advance of the due date for any proposals/bid having a potential award value of \$25,000 or more.

2.3 Receipt of Bids

BCPS shall receive sealed proposals/bids until date and time indicated in the solicitation or as modified by addenda. Proposals/Bids must be delivered to the BCPS Office of Purchasing located at 1940 Greenspring Drive, Suite G, Timonium, MD, 21093. Proposals/Bids must be delivered in sealed opaque envelopes and clearly marked on the outside: Name of Bidder; Due Date and Time; Solicitation/Bid Number; and, Solicitation Title.

Unless otherwise indicated, sealed proposals/bids will be opened and publicly read at the stated time.

2.4 Brand/Model Reference

The Brands named and model numbers listed herein, are offered as a reference for bidders as to the style, size, weight, and other characteristics of the item(s) in the specifications. The use of such brand names should not be interpreted as the exclusive brand desired unless so stated. The determination of the acceptability and/or the criteria for acceptability of an alternate is solely the responsibility of BCPS (Refer to Part II: Specifications – General Requirements and/or Part III: Technical Specifications).

2.5 Misunderstandings & Errors

The Bidder or their authorized representatives are expected to fully inform themselves fully as to the conditions, requirements, circumstances, prerequisites, qualifications, and/or specifications before submitting their proposal/bid. A Bidder's failure to become fully informed is at the Bidder's sole and complete risk of loss. The Bidder shall have no right to any damages, cost and/or any other remedy at law or equity against BCPS for any miscalculation, misunderstanding, error (either omissions or commissions), 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 BCPS when the Bidder failed to fully inform themselves. In the case of error in extension of prices, the percentages mark-up(s)/discount(s) indicated, the unit price(s) shall govern or the entire bid may be declared non-responsive.

2.6 Recommendation

Upon evaluation of all responses, a recommendation for the award of contract will be presented to the Board of Education of Baltimore County for approval. Upon approval of the award of contract, the bidder(s) shall be notified by mail, telephone, or purchase order of their award(s). When applicable, a BCPS contract document shall also be issued.

2.7 One Price

The Bidder will not be allowed to offer more than one price on each item even though he may feel that he has two or more types or styles that will meet specifications. Bidder must determine which to offer. IF SAID BIDDER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM, ALL PRICES FOR THAT ITEM WILL BE REJECTED AND THE PROPOSAL/BID WILL BE DECLARED NON-RESPONSIVE

2.8 Individual, Group or Aggregate Bidding

Where provision is made on the proposal form for bidding items on an individual, group or aggregate basis, the award will be made on whichever basis is in the best interest of the BCPS. When an aggregate bid is requested, the unit prices for each item shall be identified on the proposal sheet for accounting purposes. The unit prices in an aggregate bid should be consistent with the total quoted price for an aggregate bid. A "NO BID" on a combination of items will be permitted except as otherwise provided for on the proposal sheet and/or in PART II: SPECIFICATIONS -- GENERAL REQUIREMENTS, and PART III: SPECIFICATIONS --TECHNICAL SPECIFICATIONS.

2.9 Product Offered

The product offered by the bidder shall be new, not used, and the latest version. Should a product be discontinued and/or upgraded during the course of the contract, the Award Bidder shall offer to BCPS a new alternate product meeting and/or exceeding the established specifications, under the same terms, conditions and prices as the originally offered item.

2.10 Working Drawings

The Award Bidder, after award and before manufacture and/or shipment, may be required to submit working drawings or detailed descriptive data identified as acceptable to BCPS, which provide sufficient data to enable BCPS to judge the bidder's compliance with specifications.

3 BID PREPARATION, PROPOSAL SHEET, AND BID OPENING

3.1 Proposal Submission

Bidders need only must submit one (1) original proposal using BCPS proposal forms. The bidder should make and retain one (1) copy of the bid for their files. Bids must be signed and submitted by an authorized representative of the bidder. Each bidder may attach a letter of explanation to the bid, if so desired, to provide an explanation of any detail(s) in the bid.

3.2 Returning Bids

Signed proposals/bids should be returned in a sealed envelope. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate sealed opaque mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof. BCPS shall not accept any facsimile transmission to agents, representatives, or employees as meeting the requirement of the sealed bid. A facsimile document shall not be considered a valid response to the solicitation.

3.3 Bid Identification and Mailing

Each bid must show the full business address, telephone number, and fax number of the bidder and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the bid and contract, including Notice of Award, copy of Contract, and Purchase Order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the bidder to the contrary.

3.4 Certificates and Affidavits

All bidders shall be required to complete the certificates and/or affidavits and/or acknowledgments that are incorporated into the proposal pages of this solicitation. Such documents are required by local, state, or federal funding agencies of BCPS as part of the bidding process. The documents may include: Anti-Bribery Affidavit, Debarment Certificate, Sales Tax Certification, Minority Bidder Status, and when applicable, Asbestos Free Certification.

3.5 Bid Opening

3.5.1 Bid-Posting/Tabulation Sheet Availability

At the public opening of the bid, the bidder's names and their prices will be read and posted.

3.5.2 Proposal Review

A complete evaluation of the proposals/bids will not take place at the bid opening and no indication of award will be made. BCPS reserves the right to review all responses and analyze the results of the procurement process.

3.5.3 Final Recommendations

Final recommendation(s) shall be prepared for review and approval by the Board of Education of Baltimore County.

3.5.4 Award Availability

The recommended award will be available in the Office of Purchasing after the completed evaluation.

3.5.5 Review of Bid Documents

Proposals will be available for review by the public after Award of Contract by the Board of Education of Baltimore County. Upon acceptance and approval of the proposal(s)/bid(s) by the Board of Education, a binding contract shall be established between BCPS and the Award Bidder(s). Bidder(s) may contact the Office of Purchasing to arrange a date and time to review bid documents.

3.6 Bidder Obligations

At the time of the bid opening each bidder will be presumed to have read and to be thoroughly familiar with the specifications and related documents (including all Addenda). The failure or omission of any bidder to receive or examine any form, instrument, or document, shall in no way relieve them from any obligation(s).

3.7 Reporting Omissions, Errors or Discrepancies

Any omissions, errors, conflicts, or discrepancies in this document shall be called to the attention of BCPS IN WRITING within seven (7) days of receipt of the bid.

4 MULTIAGENCY PROCUREMENT

4.1 Rights Reserved

BCPS 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 shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/contractor 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. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.

4.2 Jurisdictional Contracting

Each participating jurisdiction or agency shall enter into its own contract with the Award Bidder(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 Award Bidder. BCPS does not assume any responsibility other than to obtain pricing for the specifications provided.

5 BID SECURITY

5.1 Bid Bond

If so stipulated in the Advertisement, Invitation to Bid, or supplementary instructions to bidders, each Proposal/Bid shall be accompanied by a Bid Bond in the dollar amount of five Percent (5%) of the Base Bid. This Bid Bond pledges that the Bidder will enter into a Contract with BCPS on the terms stated in the Solicitation and will, if required, furnish BONDS covering the faithful performance of the Contract and payment of all obligations arising hereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds where required, the amount of the Bid Security/Bid Bond/Surety Bond shall be forfeited to BCPS as liquidated damages not as a penalty. This bond must be provided with the proposal/bid submission and failure to do so may be cause for rejection of the bid as being non-responsive. The cost of the bid bond will be borne by the bidder(s) in all instances.

5.2 Surety Bond Format

If a surety bond is required, it shall be written on AIA Document A310 - Bid Bond, unless otherwise provided in the Solicitation and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

5.3 Retaining Bid Security

BCPS will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished or (b) the specified time has elapsed so that proposals/bids may be withdrawn or (c) all proposals/bids have been rejected.

5.4 Bond Approval

All bonds must be approved by surety companies that are in the most current Circular 570 "Surety Companies Acceptable on Federal Bonds" as issued by the U.S. Treasury, Bureau of Government Finance Operations, Division of Banking and Cash Management, Washington, D.C. 20011. If a bonding company is used, that is not on this list, the contract will be *Terminated for Default*, or if the required bond is a Bid Bond, this is just cause for rejection of the bid as being non-responsive.

5.5 Performance Bonds/Payment Bonds

Performance Bonds and/or payment bonds are required for proposals/bids meeting the following conditions. The Award Bidder(s) of this contract may be required to submit either one or both of these bonds within ten (10) of receipt of the Notice of Intent to award and in accordance with the terms stated below. The cost of the performance bond and/or payment bond will be borne by the bidder(s) in all instances.

5.5.1 Performance Bond

Performance Bond shall be required for contracts and/or awards of construction contracts in excess of \$30,000.00 for 100% of the contract price to cover faithful performance of the contract. Simultaneously with his delivery of the executed contract, the Award Bidder must deliver to BCPS an executed bond in the amount of one hundred percent (100%) of the accepted bid as security for the faithful performance of his contract and for the payment of all persons performing labor or furnishing materials in connection therewith, prepared on the

standard bond form A-311 as approved and issued by the American Institute of Architects and having as surety thereon such surety company or companies as are acceptable on bonds given to the United States Government and approved by the Board of Education of Baltimore County and are authorized to transact business in this State. Performance Bonds shall be made out in the name of the **"Board of Education of Baltimore County"**. They shall be forwarded to the **Office of Purchasing, Contracting Assistant at 1940 Greenspring Drive, Suite G, Timonium, MD 21093.**

5.5.2 Payment Bond

Payment Bond shall be required for contracts and/or awards of construction contracts in excess of \$30,000.00 for 100% of the contract price as security for the payment of all persons performing labor and furnishing materials in connection therewith when required by BCPS. Payment Bonds shall be made out in the name of the **"Board of Education of Baltimore County"**. They shall be provided to the **Office of Purchasing, Contracting Assistant, 1940 Greenspring Drive, Suite "G", Timonium, MD 21093.**

5.6 Checks in Lieu of Bonds

Certified checks in the amount(s) stated above will be accepted in lieu of the performance bond and payment bond only upon prior approval of the Purchasing Manager. If checks are approved for acceptance in lieu of either bond, they should be in the same amount as these bonds; be separate checks; and should clearly designate the purpose - i.e., performance of payment.

5.6.1 Check Deposit

Certified checks, if submitted, will be deposited in the BCPS bank account(s). Upon successful completion of the contract, check(s) will be drawn upon the Board's bank account(s) for the full amounts of both certified checks.

5.6.2 Check Addressee

Certified checks shall be made out in the name of the **"Board of Education of Baltimore County"**. They shall be forwarded to the **Office of Purchasing, Contracting Assistant at 1940 Greenspring Drive, Suite G, Timonium, MD 21093.**

5.7 Letters of Credit

A letter of credit drawn on a bank with a local branch may be used in place of bonds. Letters of credit should list the beneficiary as Board of Education of Baltimore County.

A letter of credit drawn on a bank shall be made out in the name of the **"Board of Education of Baltimore County"**. They shall be provided to the **Office of Purchasing, Contracting Assistant, 1940 Greenspring Drive, Suite G, Timonium, MD 21093.**

6 TIE BIDS

6.1 Tie Bids - Award Order of Preference

In the event of tie bids, where all other factors such as past performance on purchases or bidder's service or delivery record are considered comparable, the award(s) shall be made

to one of the tie bidders in the following order of preference: Baltimore County minority and/or small business enterprise vendor; the Baltimore County based bidders; out-of-county but Maryland based minority and/or small business enterprise vendor; the out-of-county but Maryland based bidder; out-of-state minority and/or small business enterprise vendor and the out-of-state based bidder.

6.2 Tie Bids - Resolved with Coin Toss

In the event a tie bid still exists, the Manager of Purchasing or their designee shall conduct a coin toss for selection of the potential Award Bidder(s) or seek a geographical, proportional, or divided award of contract, whichever is in the best interest of BCPS.

7 BID PRICES

7.1 Withdrawing Submission

Any bidder may withdraw his bid submission prior to the bid opening date and time specified. After this, BCPS has a period of 120 days to issue a Purchase Order or have award of contract approved by the Board of Education. The bidder agrees to retain all prices and requirements of the bid until the completion of the contract period

7.2 Rounding of Prices

Unit Prices must be rounded off to no more than two (2) decimal places, unless otherwise specified in Part II, Specifications.

7.3 Cash Discounts

Cash discounts will not be taken into consideration in determining a contract award. All discounts, other than prompt payment, are to be included in bid price.

7.4 Price Reductions

BCPS reserves the right to accept price reductions from the award bidder during the term of this contract.

7.5 Non-Acceptance

BCPS will not accept any proposals with bidder escalator clauses, unbalanced figures, or irregular features.

8 TAXES AND PERMITS

8.1 Non-Tax Exemption

Materials, which are incorporated into work under formal or informal contracts, are not exempt from the Maryland State Sales or Use Tax. Award Bidders shall be responsible for paying such taxes when purchasing materials.

8.2 Permit Fees

Award Bidders shall obtain and pay for any permits required and provide a copy to BCPS as well as post a copy on site.

9 BILLING AND PAYMENTS

The Award Bidder(s) agree to honor payment by BCPS VISA card.

9.1 Invoice Submittal

All invoices are to be submitted in Duplicate and mailed to:
Baltimore County Public Schools
Department of Physical Facilities, Contract Maintenance
9610 Pulaski Park Drive, Suite 204
Baltimore, Maryland 21220
ATTN: Accounting

OR

Baltimore County Public Schools
Accounts Payable
1940 Greenspring Drive, Suite G
Timonium, MD 21093

9.2 Expediting Payment

To expedite payments you must follow these guidelines:

9.2.1 Invoices & PO Numbers

All invoices must contain a valid Baltimore County Public Schools' purchase order number.

9.2.2 Packing Slip

An itemized packing slip including the purchase order number and dollar amounts must accompany all supplies and materials delivered.

9.3 Full Payment

Payment in full will only be made upon completion of contract.

10 GOVERNING LAW AND VENUE

The bid shall be construed in accordance with, and interpreted under, the laws of the State of Maryland. Any lawsuits arising out of such bid shall be filed in the appropriate State Court of competent jurisdiction located in Baltimore County, Maryland.

11 ADDENDA

11.1 Changes to Specifications

All changes to the bid specifications will be made through appropriate addenda issued from the Office of Purchasing.

11.2 Addenda Availability

Addenda will be available to all who are known by the Office of Purchasing to have received a completed set of Bid Documents.

11.3 Addenda Copies

Copies of Addenda will be made available for inspection wherever Bid Documents are on file.

11.4 Addenda Issuance

No Addenda will be issued later than four (4) days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one, which postpones the date for receipt of Bids.

11.5 Addenda Receipt & Acknowledgement

Each Bidder shall ascertain prior to submitting a Bid that they have received all Addendum issued and the Bidder shall acknowledge their receipt on the Addenda Affidavit Form. The Addenda Affidavit Form shall be completed and returned in duplicate with the bid proposal response. Failure to return the Addenda Affidavit Form may be reason for rejection of the bid.

12 INSURANCE

12.1 Award Bidder's Liability Insurance

12.1.1 Insurance Provider Acceptability

The Award Bidder shall purchase and maintain in a Company or Companies acceptable to the BCPS such insurance as will protect him from claims set forth below which may arise out of or result from the Award Bidder's operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

12.1.1.1 Claims

Claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts;

12.1.1.2 Claims for Employees

Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;

12.1.1.3 Claims for Non-Employees

Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;

12.1.1.4 Claims for Insured Damages

Claims for damages insured by usual personal injury liability coverage, which are sustained (1) by any person as results of an offense directly or indirectly related to the employment of such person by the Award Bidder, or (2) by any other person;

12.1.1.5 Claims Other Than to Work

Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;

12.1.1.6 Claims Related to Use of Motor Vehicle

Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle; and,

12.1.1.7 Claims Related to Dishonesty

Claims for damages because of employee dishonesty by any of the Award Bidder's employees are acceptable.

12.1.2 Required Insurance

The insurance required by Subparagraph 12.1.1 (above) shall be written for not less than the following, or greater if required by law:

12.1.2.1 Comprehensive General Liability

Bodily Injury: \$1,000,000 each occurrence--\$1,000,000; aggregate
Property Damage: \$500,000 each occurrence--\$500,000 aggregate; or if such insurance is written with a combined single limit, not less than \$1,500,000 each occurrence, \$1,500,000 aggregate. Such insurance shall include:

- (1) Premises/Operations;
- (2) Independent Contractors';
- (3) Products/Completed Operations to be maintained for two years after final payment;
- (4) Contractual Liability including protection for the Award Bidder from claims arising out of liability in connection with this contract;
- (5) Personal Injury Liability including coverage for offenses related to employment;
- (6) Explosion, Collapse and Underground hazards as applicable.

12.1.2.2 Comprehensive Automobile Liability

Liability - \$1,000,000 Personal Injury Protection – Statutory Uninsured Motorists - Statutory

12.1.2.3 Workers' Compensation

Maryland Benefits – Statutory Employer's Liability - \$100,000

12.1.2.4 **Prime Contractor** Pollution Liability

Each Occurrence Limit: \$1,000,000
General Aggregate Limit: \$1,000,000

Claims Made on Occurrence Forms are acceptable

12.1.3 Certificate of Insurance

Certificates of Insurance acceptable to the BCPS shall be filed with the BCPS prior to commencement of the Work. The Certificates of Insurance will state that such insurance is in force and cannot be cancelled or released except upon thirty-(30) days prior written notice to the Board of Education of Baltimore County. **The Certificate of insurance must name the Board of Education of Baltimore County as an additional insured.**

12.2 Liability Insurance - BCPS

BCPS' LIABILITY INSURANCE--BCPS shall be responsible for purchasing and maintaining its own liability insurance and, at its option, may purchase, and maintain such insurance as will protect him against claims which may arise from operations under the Contract. Baltimore County Board of Education is a member of the Board of Education Group Insurance Pool (the Pool), which provides property self-insurance. Coverage is effective July 1 through June 30 annually. The Pool is a self-insurance mechanism, authorized under Maryland law, by which boards of education pool together to provide property self-insurance coverage.

The Board of Education of Baltimore County is subject to the provisions of MD. Code Ann., Educ. '4-105 and Md. Code Ann., Cts. & Jud. Proc. '5-518 limiting liability to \$100,000.00. Pursuant to the provisions of the aforementioned statute, the Board of Education of Baltimore County is a member of the Maryland Association of Board of Education Group Insurance Pool for comprehensive liability coverage to \$100,000.00.

12.3 Property Insurance

12.3.1 Property Insurance & BCPS

Unless otherwise provided, the BCPS shall purchase and maintain property insurance, subject to a deductible of \$10,000 to be assumed by the BCPS, upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of the BCPS, the Award Bidder, Subcontractors, and Sub-subcontractors in the Work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage including, vandalism and malicious mischief. If the BCPS does not intend to purchase such insurance for the full insurable value of the entire Work, he shall inform the Award Bidder in writing prior to commencement of the Work. The Award Bidder may then secure insurance, which will protect the interests of him, his Subcontractors and the Sub-subcontractors in the Work, and by appropriate Change Order, the cost thereof shall be charged to the BCPS. If the Award Bidder is damaged by failure of the BCPS to purchase or maintain such insurance and to so notify the Award Bidder, then the BCPS shall bear all reasonable costs properly attributable thereto. The BCPS does not maintain insurance of any kind on tools, equipment, temporary offices, sheds, shacks, and other property of the Award Bidder or of his employees, nor materials or supplies stored away from the job site. It shall be the complete responsibility of the Award Bidder to provide for his own protection and that of his employees against any losses of such tools, equipment and other property, and materials and supplies stored away from the job site.

12.3.2 Boiler & Maintenance Insurance

The Award Bidder shall purchase and maintain boiler and machinery insurance if this contract includes installation, modification, or repair of such equipment. This insurance shall be at limits of not less than \$500,000, covering all boilers and other equipment not covered for explosion by standard property insurance policies. This insurance shall include the interests of the BCPS, the Award Bidder, Subcontractors, and Sub-subcontractors in the Work.

12.3.3 Insured Loss Adjustment

Any loss insured under Subparagraph 12.3.1 is to be adjusted with the BCPS and made payable to the BCPS as trustee for the insured, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Subparagraph 12.3.8. The Award Bidder shall pay each Subcontractor a just share of any insurance moneys received by the Award Bidder, and by appropriate agreement, written where legally required for validity, shall require each Subcontractor to make payments to his Sub-subcontractors in similar manner.

12.3.4 Maintaining Copies/Policies

BCPS maintains a copy of all policies, which are available to the Award Bidder for inspection prior to exposure to loss.

12.3.5 Additional Insurance Risks and Costs

If the Award Bidder requests in writing that insurance for risks other than those described in Subparagraph 12.3.1 (above) or other special hazards are included in the property insurance policy, if possible BCPS shall include such insurance. An appropriate Change Order shall charge the cost thereof to the Award Bidder.

12.3.6 Insured Loss and Replacement of Damaged Work

If required in writing by any party in interest, the BCPS as trustee shall, upon the occurrence of an insured loss, give bond for the proper performance of his duties. He shall deposit in a separate account any money so received, and he shall distribute it in accordance with such agreement as the parties in interest may reach or in accordance with an award by arbitration in which case the procedure shall be as provided. If after such loss no other special agreement is made, an appropriate Change Order shall cover replacement of damaged work.

12.3.7 Loss Settlement

BCPS as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within five days after the occurrence of loss to the BCPS's exercise of this power, and if such objection were made, arbitrators shall be chosen. The BCPS or trustee shall, in that case, make settlement with the insurers in accordance with the directions of such arbitrators. If distribution of the insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

12.3.8 Waiver of Rights

BCPS and Award Bidder waive all rights against (1) each other and the Subcontractors, Sub-subcontractors, agents and employees each of the other,

and (2) the Architect and separate contractors, if any, and their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this Paragraph 12.3 or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by the BCPS as trustee. The foregoing waiver afforded the Architect, his agents and employees shall not extend to the liability of the Architect, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, his agents or employees providing such giving or failure to give is the primary cause of the injury or damage. The BCPS or the Award Bidder, as appropriate, shall require of the Architect, separate Contractors, Subcontractors and Sub-subcontractors by appropriate agreements, written where legally required for validity, similar waivers of each in favor of all other parties enumerated in this Subparagraph 12.3.6.

12.3.9 Use of Work Area

If BCPS finds it necessary to occupy or use a portion or portions of the facility where work is being done prior to Substantial Completion thereof, such occupancy shall not commence prior to a time mutually agreed to by the BCPS and Award Bidder and to which the insurance company or companies providing the property insurance have consented by endorsement of the policy or policies. This insurance shall not be cancelled or lapsed because of such partial occupancy. Consent of the Award Bidder and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

12.4 Loss of Use Insurance

The BCPS, at its option, may purchase and maintain such insurance as will insure him against loss of use of his property due to fire or other hazards, however caused.

12.5 Evidence of Insurance

12.5.1 Evidence of Insurance

Prior to the award of contract, the Award Bidder is required to submit a certificate of insurance evidencing Worker's Compensation and Employer Liability Insurance in the amounts required above, and in addition, this certificate will indicate the amounts of insurance carried by the Bidder of the following types: Comprehensive General Liability Insurance, Comprehensive Automobile Insurance, Excess Liability Insurance, and any other insurance coverage maintained by the Award Bidder. The Certificates of Insurance will state that such insurance is in force and cannot be cancelled or released except upon thirty-day (30) prior written notice to the Board of Education of Baltimore County. **The Certificate of insurance must name the Board of Education of Baltimore County as an additional insured.**

12.5.2 Required Coverage

All Required Insurance Coverage must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Board. The insurers must also have a policyholder's rating of "B" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company. The board hereby grants specific approval for the acquisition of worker's compensation and

employer's liability insurance from the Injured Worker's Insurance Fund of Maryland.

13 DIRECT DAMAGES

In the event the Award Bidder fails to deliver the goods or services of the contract in accordance with the specifications, BCPS reserves the right to purchase the goods/services on the open market. All expenses incurred by BCPS because of such purchases will be deducted from the monies owed or monies that may become due.

14 TERMINATIONS/SUSPENSIONS FROM CONTRACT

14.1 Termination by BCPS for Cause

14.1.1 Reasons for Termination of Contract

BCPS may terminate the Contract if the Award Bidder:

14.1.1.1 Workers

Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

14.1.1.2 Subcontractor Payment

Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Award Bidder and the Subcontractors;

14.1.1.3 Disregard for Law(s)

Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or

14.1.1.4 Breach of Provision(s)

Otherwise is guilty of substantial breach of a provision Of the Contract Documents such, but not limited to: (1) Maintain progress in accordance with Project schedule; (2) Prevents other contractors from meeting their scheduled progress; (3) has unsatisfactorily performed the contract.

14.1.2 Termination of Employment and Action taken

When any of the above reasons exist, BCPS, after consultation with the Construction Manager, and after determining that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of BCPS and after giving the Award Bidder and the Award Bidder's surety, if any, seven days written notice, terminate employment of the Award Bidder and may, subject to any prior rights of the surety take the following actions:

14.1.2.1 Taking Possession of Site

Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Award Bidder

14.1.2.2 Assign Subcontractor

Accept assignment of subcontracts and

14.1.2.3 Complete Work

Finish the Work by whatever reasonable method BCPS may deem expedient.

14.1.3 Non-Retention of Award

When BCPS terminates the Award Bidder for one of the reasons stated above, the surety shall not, without the written consent of BCPS, retain the Award Bidder for the Work and the Award Bidder shall not, without written consent of BCPS, perform any of the Work.

14.1.4 Halt in Payment

When BCPS terminates the Contract for one of the reasons stated above, the Award Bidder shall not be entitled to receive further payment until the Work is finished.

14.1.5 Unpaid Balances and Work Completion

If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, such excess shall be paid to the Award Bidder. If such costs exceed the unpaid balance, the Award Bidder shall pay the difference to BCPS. The amount to be paid to the Award Bidder or BCPS, as the case may be, shall, upon application, be certified by the Architect after consultation with the Construction Manager and this obligation for payment shall survive termination of the Contract.

14.2 Termination for Convenience

In the event that BCPS determines to terminate this contract for convenience, then BCPS will provide the Contractor with written notice of that termination for convenience. The parties agree that the provisions of this contract, which would be their nature survive final acceptance of the work or service described and required by the contract and bid documents, shall remain in full force and effect after any termination for convenience in order to implement the following provisions.

14.2.1 Contractor Waiver

In the event of such a termination for convenience, the Contractor agrees to waive any claims for damages including, but not limited to anticipated profits, mark-ups or payroll reimbursements. The Contractor agrees that upon such termination for convenience the sole right and/or remedy available to the Contractor will be the right of the Contractor to be paid the actual cost of all work properly performed by the Contractor prior to the date of the termination. The Contractor further agrees that it will only be entitled to payment for work not previously paid for in other sums of money already received by the Contractor under any of the terms and conditions of this agreement. If at the date of such termination that Contractor has properly purchased, prepared or fabricated, off the site, any goods for subsequent incorporation in the work, and if the

Contractor delivers such goods to the site or to such other place, as BCPS shall reasonably direct, then the Contractor shall be paid for such goods or materials.

14.2.2 Discontinuance of Work

Upon receipt of such notice the Contractor shall, unless notice directs otherwise, immediately discontinue the work on that date and, to the extent specified in the notice, place no further order or subcontracts for materials, equipment, services or facilities except as may be necessary for completion of such portion of the work, as is not discontinued: promptly make every reasonable effort to procure cancellation upon terms satisfactory to BCPS of all orders and subcontracts to the extent that related to the performance of the discontinued portion of the work, and shall thereafter do only such work as may be necessary to preserve and protect work already in progress and to protect materials, plants and equipment on the site or in transit thereto.

14.2.3 Contractor Obligations

Upon such termination, the obligations of the contract shall continue as to portions of the work already performed and as to bona fide obligations assumed by the Contractor prior to the date of termination.

14.2.4 Contractor's Agreement

The Contractor agrees that the Contractor does not have a right to termination for convenience.

14.3 Right to Terminate

BCPS reserves the right to terminate this contract, in whole or in part, because of non-appropriation of funds by the fiscal authorities. In the event of a termination for non-appropriation of funds, the provisions of Paragraphs 14.2.1, 14.2.2 and 14.2.3 above shall be controlling.

15 DRUG, TOBACCO, AND ALCOHOL FREE ZONES

All BCPS properties are "drug, tobacco, and alcohol free zones" as designated by local and state laws. Neither the Award Bidder nor any of his employees (or subcontractors) is permitted to have any drugs, tobacco, or alcohol product on school property. Use or possession of such items on school properties will result in immediate termination of the contract. Upon termination of the contract, the Award Bidder will be paid for all services performed to date but will not be paid for any lost profit or anticipated profits due to termination of the contract. The Award Bidder will also be removed from all bids with BCPS for a period of time not to exceed two years and BCPS will provide an "unsatisfactory" reference when inquiries are made.

16 APPEAL PROCESS

16.1 Appeal Notification

BCPS intends the appeal process to resolve contract disputes in a manner consistent with the effort to promote fair and open competition. Any bidder objecting to the recommendation for award or the award of contract may appeal the action to the Office of Purchasing by formally notifying the designated Purchasing Agent in writing no later than seven calendar days after the basis for appeal is known. The bidder shall have an opportunity to meet and/or talk with the Purchasing Agent to present the issues. A formal written response to the appeal shall be issued in a timely manner.

16.1.1 Appeal at Purchasing Agent Level

For an appeal of recommendation of award of contract, the Manager, Office of Purchasing, shall review the decision of the Purchasing Agent. The Manager, Office of Purchasing may approve, modify or disapprove the decision of the Purchasing Agent. In disapproving, the decision, the appeal will be remanded to the Purchasing Agent for resolution. In all other cases, the decision of the Manager, Office of Purchasing is the final action by BCPS. The decision shall include a statement of the decision, with supporting material. Bidders receiving a decision on an appeal of recommendation of award shall forfeit the right to continue the appeal process of the award of contract.

16.1.2 Appeal After Board Approval

In the event a bidder determines cause to appeal an award of contract, which has been approved by the Board of Education of Baltimore County, said action must be filed in writing to the "End-User" Department's Executive Director. This action shall occur no later than seven days from the date of award of contract. The Department's Executive Director reserves the right to meet with the protesting Bidder as a part of the appeal investigation. The Executive Director, will issue a formal written decision, in a timely manner.

16.1.3 Furtherance of Appeal

If a Bidder wishes to pursue the appeal of an award of contract further, administrative procedures have been established for such action. These procedures will be outlined at the time the appeal is made.

16.2 Appeal of Suspension or Termination

16.2.1 Protest

Any Award Bidder objecting to their Suspension or Termination may protest the action to the "End User" Department by formally notifying the Executive Director [or his designee] in writing within fourteen (14) calendar days from the date of the notification. The Award Bidder shall have an opportunity to meet with the Executive Director or his designee, to present his issues.

16.2.2 Use of Administrative Process

If the Award Bidder is unsatisfied with the outcome of this meeting, then the Award Bidder may utilize the administrative process to further the appeal.

16.3 Continuation of Work Under Appeal

BCPS reserves the right to proceed with the work under the contract during the appeal process if BCPS determines that this is in the best interest of BCPS, in the opinion of BCPS.

16.4 Appeal of Termination: Non-Appropriation or Loss of Appropriated funds

NONE

16.5 Cost of Appeal

Any costs incurred in the appeal process will be borne by the bidder(s) in all instances.

17 LITIGATION PROCEDURES

17.1 Questions

All questions involving interpretation of the Contract Documents and of a value of less than \$10,000, which cannot be settled by agreement between the BCPS Project Manager and the Award Bidder shall be referred to the next highest department level manager, for a decision. If the Award Bidder is not satisfied with the decision rendered, within thirty-(30) days from that decision the matter shall be referred to the Baltimore County Attorney or their designee sitting as Arbitrator with all of those rights, responsibilities, and duties mandated pursuant to Section 3-201, et seq., Court and Judicial Proceedings Article, Annotated Code of Maryland. Said decision rendered shall be final, subject only to Section 3-223 and 3-224, Court and Judicial Proceedings Article, Annotated Code of Maryland.

17.2 Interpretation(s)

All questions involving interpretation of the Contract Documents that involve a value of \$10,000 or more, and cannot be resolved between the Award Bidder and BCPS Manager shall be referred to the Departmental Administrator for a review. If the Award Bidder is not satisfied with the decision rendered, the matter may be appealed to the Department's Executive Director.

17.3 Use of Administrative Procedures

If the Award Bidder is unsatisfied with the decision of the Executive Director, then the Award Bidder may utilize administrative procedures established by the Board of Education for such action.

17.4 WAIVER OF JURY TRIAL

The Vendor and board hereby waive trial by jury in any action or proceeding to which the board and/or the Vendor are parties arising out of or in any way pertaining to this agreement. It is agreed and understood that this waiver constitutes a waiver of trial by jury of all claims against all parties to such actions or proceedings, including claims against parties who are not parties to this agreement. This waiver is knowingly, willingly and voluntarily made by the board and the Vendor and the board and the Vendor hereby represent and warrant that no representations of fact or opinion have been made by an individual to induce this waiver of trial by jury or to in any way modify or nullify its effect. The board and the Vendor further represent and warrant that they have been represented or have had the opportunity to be represented, in the signing of this agreement and in the making of this waiver by legal counsel, selected of their own free will, and that they have had the opportunity to discuss this waiver with counsel.

18 DISCRIMINATION

18.1 Non-Discrimination and Affirmative Action

The Award Bidder will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Award Bidder will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Award Bidder agrees to post in conspicuous places, available to

employees and applicants, notices provided by BCPS, setting forth the provisions of this nondiscrimination clause.

18.2 Notice to Workers and Worker Representatives

The Award Bidder will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the BCPS advising the said labor union or workers' representative of the Award Bidder's commitments under this section, and the Award Bidder shall post copies of the notice in conspicuous places available to employees and applicants for employment.

18.3 Compliance Report

The Award Bidder shall furnish, if requested by BCPS, a compliance report concerning their employment practices and policies in order for BCPS to ascertain compliance with the special provisions of this contract concerning discrimination in employment.

18.4 Non-Compliance

In the event of the Award Bidder' is deemed noncompliant with the nondiscrimination clause of this contract, this contract may be canceled, terminated, or suspended in whole or in part and the Award Bidder may be declared ineligible for further/future BCPS' work.

18.5 Special Provisions

The Award Bidder shall include the special provisions outlined herein, pertaining to nondiscrimination in employment in every subcontract or purchase order utilized by him in order to carry out the terms and conditions of this contract, so that such nondiscrimination in employment provisions shall be binding on each Subcontractor.

19 GENERAL CONTRACT CONDITIONS

The standard printed form A-201, General Conditions of the American Institute of Architects, current edition, will form the General Conditions of the contract.

20 BUY AMERICAN STEEL ACT

Bidders shall comply in every respect with Article 21, Sections 2-101, 2-310, and 8-702, Annotated Code of Maryland.

21 AMERICANS WITH DISABILITIES ACT

The office of Purchasing routinely opens all sealed bids in a public setting identified within the language of each specification. If a prospective bidder has special needs, the bidder shall contact the Office of Purchasing at least seventy-two (72) hours in advance of the published bid opening date and time to arrange for such services.

22 NON-HIRING OF EMPLOYEES BY AWARD BIDDER OR BCPS

22.1 BCPS Employees

No employee of the BCPS or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the BCPS or any unit thereof.

22.2 Award Bidder Employees

No employee of the Award Bidder or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the Award Bidder or any unit thereof.

23 FINANCIAL DISCLOSURE

The Award Bidder shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reached \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

24 POLITICAL CONTRIBUTION DISCLOSURE

The Award Bidder shall comply with the provisions of Article 33, Section 30-1 through 30-4 of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year under which the person receives in the aggregate \$10,000 or more, shall, on or before February 1 of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$100 to a candidate for elective office in any primary or general election.

25 RETENTION OF RECORDS

The Award Bidder shall retain and maintain all records and documents relating to this contract for three (3) years after final payment by BCPS hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of BCPS or designed, at all reasonable times.

26 ANNULMENTS AND RESERVATIONS

26.1 Proposal Rejection

BCPS reserves the right to reject any or all proposals and re-advertise for other bids.

26.2 Waiver of Technical Defects

BCPS reserves the right to waive technical defects within submittals.

26.3 Right to Order/Not Order

BCPS reserves the right to order the said equipment, materials, supplies, or services as described within the specifications, and reserves the right not to order any.

26.4 Investigation(s)

BCPS may conduct any necessary investigation to determine the ability of the bidder to perform the work, and the bidder shall furnish to the BCPS all such information and data requested. BCPS reserves the right to reject any proposal if the evidence submitted by the

bidder or investigation of such bidder fails to satisfy BCPS that such bidder is properly qualified to carry out the obligations of the Contract and to complete all stipulated requirements. **Conditional proposals will not be accepted.**

26.5 Annuling Contract

BCPS reserves the right to annul any contract, if in its opinion there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon BCPS, materials, products and/or workmanship inferior to that required by the Award Bidder, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of BCPS to damages for the breach of any covenant of the contract by the Award Bidder.

26.5.1 Failing to Comply

Should the Award Bidder fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, except for circumstances beyond their control, including but not limited to Act of GOD, war, flood, governmental restrictions or the inability to obtain transportation, BCPS reserve the right to purchase these in the open market, or to complete the required work and receive liquidated damages as specified in this document.

26.5.2 Circumstance(s) Beyond Award Bidder's Control

Should the Award Bidder be prevented from furnishing any item or items, or from completing the required work included in the contract, by reason of such failures caused by circumstances beyond their control, including but not limited to Act of GOD, war, flood, governmental action or the inability to obtain transportation, BCPS reserve the right to withdraw these from the operation of this contract without incurring further liabilities.

26.6 BCPS Reserved Rights – Blanket Purchase Order

BCPS reserves the right to issue Blanket Purchase Orders to encumber, i.e. make available without obligating to spend, certain monies for Award Bidder's services. The Blanket Purchase Order dollar value does not in any way represent a guarantee of potential contracts, jobs, work assignments, or monies during the course of the contract. The allocation of funds is at the discretion of BCPS.

26.7 BCPS Reserved Rights - Best and Final Offers.

BCPS reserves the right to discussions resulting in Best and Final Offers (BAFO)

26.7.1 Invitation to Ranking Finalist

Based on the Evaluation Committee's initial review of the proposals, the issuing office may invite, without cost to BCPS, ranking finalists to make a presentation of their proposal and their capabilities as further consideration in the selection process. BCPS reserves the right to recommend a Bidder for contract award based on initial proposals without discussions or negotiations. However, Bidders should not rely on having an opportunity, during any negotiation, to change their offer. Discussions or negotiations may be conducted with all responsible Bidders whose proposals are initially classified as reasonably acceptable for award.

26.7.2 Further Discussions

Should BCPS determine that further discussions would be in the best interests of BCPS, the Purchasing Agent shall establish procedures and schedules for conducting discussions and will notify qualified Bidders.

26.7.3 Proposal Revisions

When in its best interest, BCPS may permit all responsible offers whose proposals are classified as reasonably susceptible for award to revise their initial proposal by submitting Best and Final Offers.

26.8 Licenses

Licenses for boilers, equipment, or buildings are the responsibility of BCPS and shall not be part of this Agreement.

26.9 Bid Rejection

BCPS shall have the right to reject any or all Bids, reject a Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or reject a Bid that is in any way incomplete or irregular.

27 DELIVERY REQUIREMENTS

27.1 Deliveries

All deliveries must be scheduled, received and will be the responsibility of the Award Bidder and deliveries by "Drop Shipment" from other sources will not be accepted by BCPS.

27.2 Supplies and/or Materials

All supplies and/or materials must be held by the Award Bidder until needed at the site, unless they can be stored in the area in which the work is to be done and that area has been closed to occupant usage, must hold all supplies and/or materials. The Award Bidder shall obtain the permission of the using institution's representative regarding any needed storage of materials and equipment. Such storage shall be done in such a manner as not to interfere with the building schedule. The Award Bidder shall be responsible for any (and all) accidents caused by negligence from this source. BCPS does not accept responsibility for losses of material or equipment, regardless of approval to store, in any institution's facilities or grounds.

28 INSPECTIONS

28.1 Inspectors and Inspections

BCPS reserves the right to have inspectors on the premises of the manufacturer during the process of manufacture of any products being furnished under this contract for as long as may be considered necessary by BCPS. All expenses of the inspectors shall be borne by BCPS.

28.2 Responsibility for Faulty Workmanship

The presence of the inspectors at the site of manufacture of the products shall not relieve the Award Bidders of responsibility for faulty workmanship of materials that may be discovered at any time after delivery and prior to final acceptance in accordance with the

specifications. In case of factory inspection of items being manufactured for BCPS, every facility shall be afforded inspectors by the manufacturers, for the prosecution of their work,.

29 COMPLIANCE WITH SPECIFICATIONS

29.1 Compliance with Intent of Specifications

The bidder shall abide by, comply with the true intent of the specifications, and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the drawings and specifications as described.

29.2 Submission of Drawings/Descriptive Data

The Award Bidder, after award and prior to starting work may be required to submit working drawings or detailed descriptive data identified as acceptable to BCPS, which provide sufficient data to enable BCPS to judge the Award Bidder's compliance with the specifications.

29.3 Specification Requirements

Where the requirements of the specifications call for higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern.

29.4 Mandatory Requirements

Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern.

29.5 Specification Conflicts

In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Award Bidder shall call the attention of the applicable BCPS designee(s) to such conflict for a decision before proceeding with any work.

30 GUARANTEE AND WARRANTY

30.1 Unconditional Guarantee

The Contractor shall unconditionally guarantee the materials and workmanship of all equipment and materials furnished by the Contractor, its subcontractors or suppliers for a period of at least TWO (2) YEARS from the date of acceptance and/or substantial completion of the installation by BCPS. If the manufacturer warrants equipment for a period longer than two years the Contractor shall pass through this time frame to BCPS. All warranty work shall be accomplished to the satisfaction of the owner within SEVENTY TWO (72) HOURS of notification of the work to be done.

30.2 Failure(s)

In the event the Award Bidder fails to repair, replace, adjust, rectify, remedy, correct or complete the items, defects, deterioration, faulty design or installation and/or un-workmanlike performance, then BCPS may have the right to secure the services of another contractor to correct the work or complete the performance required by the award of this bid. The Award Bidder shall be solely responsible for any (and all) cost, expenses and monies due the new contractor plus ten percent (10%) for BCPS to reimburse the Board for the expenses of obtaining a new contractor.

30.3 Warranty Claims

The Award Bidder must act as the manufacture's agent for all warranty claims.

31 SUBCONTRACTORS

31.1 Subcontractor Approval

All subcontractors, prior to their use by the Award Bidder in any BCPS facility, must be approved by BCPS. Award Bidder shall submit with their bid a list of subcontractors that they will employ and utilize for BCPS work. The responsibility for updating this list is the Award Bidders and utilization of a BCPS non-approved subcontractor is grounds for suspension or termination.

31.2 Assigning Authority

The Award Bidder shall give their constant personal attention to the faithful execution of this contract, shall keep the same under their own control, and shall not assign by power of attorney or otherwise, the work or any part thereof without the previous written consent of Coordinator of Purchasing. The Award Bidder shall provide the name of the subcontractor(s) he intends employing, the portion of the materials/labor to be furnished, their place of business, and such other information as requested by the bid specifications and/or BCPS. The information may be used in considering the potential performance capabilities of the subcontractor(s).

31.3 Assigning Money

The Award Bidder shall not, assign any of the moneys payable under the contract, without prior written consent of BCPS.

32 AWARD BIDDER'S RESPONSIBILITY

32.1 Certificate of Registry

Award Bidders shall be required under Article 56, Section 270(4) of the Annotated Code of Maryland, to provide proof of Certificate of Registry.

32.2 Damages to BCPS Property

Award Bidders are responsible to protect all existing and newly installed work, materials, equipment, and landscaping. Any BCPS property damaged shall be replaced or repaired to the satisfaction of BCPS.

32.3 Award Bidder Employee Sign-In/Out

Award Bidders are responsible for having all employees sign-in and sign-out at the work site. Use the appropriate form provided by the school office.

32.4 Worksite Cleanliness

Award Bidders are responsible for daily removal of all debris from the work site and to keep the work site tidy as work progresses. Under no circumstance are Award Bidders to use BCPS Garbage or recycling dumpster to dispose of debris.

32.5 On-Site Utilities

At no cost to the Award Bidder, BCPS shall provide and pay for water, heat, telephone, and utilities used or consumed by the Award Bidder during the performance of the work or services hereunder if they are currently available at the work site. However, the Award Bidder shall install and pay for the costs of any temporary facilities not already in existence that will be required during construction for accessing such water, heat, and utilities.

32.6 Utility Service Interruptions

Award Bidders are responsible for coordinating planned interruptions of utility service with BCPS.

32.7 Notification of Pre-Existing Conditions

Award Bidders are responsible to notify BCPS of any occurrence of pre-existing condition that would prevent the completion of work as Specified. Any changes in the scope of work and any resulting changes in cost shall be agreed to in writing by BCPS. BCPS assumes no responsibility for verbal changes in the scope of work or cost.

32.8 AIA Agreement

Award Bidders may be responsible at the discretion of BCPS to complete the American Institute of Architects (AIA) Abbreviated form of Agreement Between BCPS and Award Bidder.

32.9 Materials, Tools and Equipment

Award Bidders are responsible to provide their own materials, tools, and equipment. BCPS assumes no responsibility for vandalism or theft of Award Bidder s property.

32.10 Presumption(s)

At the time of the opening of bids, each bidder will be presumed to have inspected the site, to read, and to be thoroughly familiar with the Solicitation, Specifications, Plans and Contract Documents (including all Addenda). The failure or omission of any bidder to receive or examine any form, instrument, or document, shall in no way relieve any bidder from any obligation in respect of his bid.

32.11 Award Bidder Employee Background Checks & Notification

Award Bidder shall be responsible for ensuring that employees assigned to BCPS sites, either employed by Award Bidder or their Sub-contractor(s), have successfully passed a criminal background check. The Award Bidder shall advise the BCPS of the intention to use any employees, including sub-contractor employees that are hired or obtained from any penal pre-release or work-release programs. In the event such employees are used, notification to BCPS shall include name and violation for each individual. The contractor shall take reasonable precautions when selecting such individuals and provide whatever safeguards are necessary for effective supervision. Such employees are not permitted inside school buildings when the nature of the contract is for outside work.

32.12 Performance Evaluation

32.12.1 Board policy

In accordance with Board of Education Policy 3231 and Superintendent's Rule 3231, the effective management of vendors conducting business with the Baltimore County Public Schools includes a process to evaluate vendor performance under a contract for the purchase of goods, performance of service, consulting, construction, construction management, building renovation, or improvement of facilities. The results of vendor performance appraisals may be used in subsequent evaluations of a vendor's ability to perform on future contracts. Vendors should receive feedback on their performance, whether it is positive or negative. In the case of negative feedback, the vendor shall be informed of why their performance is unsatisfactory and what corrective action is required.

32.12.2 Thresholds Mandating Evaluation

Vendor performance evaluations are required for all BCPS contracts for construction, construction management, building renovation, or facility improvement that exceed \$500,000. Vendor performance evaluations shall be completed by the Office of Physical Facilities during the contract, and a final evaluation shall be prepared within 30 days of substantial completion of the contract. More frequent evaluations may be submitted if necessary to facilitate proper management of the vendor. The Office of Purchasing may request a vendor performance evaluation for any contract with a value less than \$500,000.

32.12.3 Method of Evaluating Performance – Large Projects

For large, long-term projects BCPS may use an internet and email based system to collect evaluations from key participants (vendors, contractors, subcontractors, designers, etc.) on its projects. This system is designed to facilitate open, detailed communication about any technical, communications, administrative or management issues that arise during the course of the contract, as well as to insure that potential problems are specifically identified and addressed as early in the contract period as possible (See PART II: SPECIFICATIONS--GENERAL REQUIREMENTS for further guidance).

33 SAFETY AND CODE REQUIREMENTS

All materials and labor shall comply with the following requirements:

33.1 Federal, State and Local Law Compliance

Award Bidder shall comply with all Federal, State, and Local laws, ordinances and regulations pertaining to work under their charge and these shall be construed as the minimum requirements of these specifications.

33.2 Non-Discrimination

Award Bidder certifies that their firm adheres to or follows non-discriminatory practices with respect to the employment of promotion of personnel without regard to color, creed, race, sex, or national origin.

33.3 Equipment/Machinery Safety Regulation

Award Bidder shall provide all equipment and machinery furnished and delivered to BCPS complying with the Safety regulations as required by OSHA and the Maryland State Safety Health Act known as MOSH meeting the CFR-1910 MOSH Standard.

33.4 Material Safety Data Sheets (MSDS)

Award Bidder shall submit Material Safety Data Sheets (MSDS) for all supplies, materials, equipment or any other substances furnished and/or installed under this proposal in accordance with OSHA Hazardous Communication Standard 29 CFR 1910.101, 29 CFR 1910.1200 and 29 CFR 1926.58 or any other applicable state, federal, or local regulation. The Award Bidder must submit MSDS sheets to each school or facility that receives any such supplies, materials, equipment or any other substances furnished and/or installed by the Award Bidder. Failure on the part of the Award Bidder to furnish the necessary MSDS sheets will result in the withholding of final payment.

33.5 Standards

Standards are as defined in the latest issue from the following:

AABC	Associated Air Balance Council
ADC	Air Diffusion Council
AGA	American Gas Association
ADA	American's With Disabilities Act
AMCA	Air Moving and Conditioning Association
ANSI	American National Standards Institute
ARI	Air Conditioning and Refrigeration
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing and Materials
AWS	American Welding Society
AWWA	American Water Works Association
BOCA	Building Officials and Code Administrators
COBA	Council of American Building Officials
CPSC	Consumer Product Safety Commission
CS	Commercial Standard
FM	Factory Mutual
IBR	Institute of Boiler and Radiator Manufacturers
IEEE	Institute of Electrical and Electronics Engineers
MSSP	Manufacturers Standards Society of the Valve and Fittings Industry
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
TEMA	Tubular Exchanger Manufacturers Association
TIMA	Thermal Insulation Manufacturers Association
UL	Underwriters Laboratories

33.6 Asbestos Free Materials

No new, replacement or restoration materials shall contain asbestos or asbestiform minerals in an amount greater than 0.0% as determined by polarized light microscopy (PLM) as prescribed in Federal Regulation 40 CFR 763.87. For materials that are tightly bound (e.g. floor tile, adhesive/mastic, caulk, glaze, etc.) and for which PLM analysis is not conclusive, transmission electron microscopy must be used for analysis. If no

commercially available material meets this criterion, written authorization for use of the material shall be obtained from the BCPS Project Manager. All materials delivered to or used on BCPS property must be accompanied by a manufacturer's certification to be asbestos free, based upon criterion above. The Material Safety Data Sheet may not be used for this purpose.

33.7 Lead Free Materials

No new, replacement or restoration materials shall contain lead in an amount greater than 0.00 milligrams per liter or 0.00 milligrams per kilogram. If no commercially available material meets either criterion, written authorization for use of the material shall be obtained from BCPS.

33.8 Relevant Codes

All Baltimore County codes and regulations including the latest edition of the International Building Code are relevant.

33.9 Relevant Law

Public Law 91-596 dated December 29, 1970, entitled Occupational and Health Act of 1970.

33.10 The Americans with Disabilities Act (ADA)

Award Bidder shall insure that all modifications address the provisions of the ADA

34 CONCEALED OR UNKNOWN CONDITIONS

In the performance of any work or services, if the Award Bidder encounters conditions at the Facilities that are (1) subsurface if otherwise concealed physical conditions that differ materially from those indicated on the drawings furnished by BCPS or (2) unknown physical conditions of an unusual nature that differ materially from those conditions normally found to exist and generally recognized as inherent in the construction activities if the type and character as that which is described, then the Award Bidder shall notify BCPS of such conditions promptly, prior to significantly disturbing the same, and in no event later than 2 days after the first observation the conditions. If such conditions differ materially and cause an increase or decrease in the Award Bidder's cost of, or time required for, performance of any part of the work or services, the Award Bidder shall be entitled to, and BCPS shall consent in writing to, an equitable adjustment in the amounts paid to the Award Bidder pursuant to this Agreement, the times for performance or both.

35 INDEMNIFICATION

35.1 BCPS & BCBE Held Harmless

To the fullest extent permitted by law, the Award Bidder shall indemnify and hold harmless the Baltimore County Public Schools (BCPS) and the Baltimore County Board of Education (BCBE) and its officials and employees, Construction Manager, Architect, Construction Manager's and Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses including, but not limited to, attorneys' fees, arising out of or resulting from performance of the Work but only to the extent caused in whole or in part by negligent acts or omissions of the Award Bidder, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be constructed to negate,

abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described within this indemnification.

35.2 Obligation Limitation

In claims against any person or entity indemnified within this indemnification by an employee of the Award Bidder, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Award Bidder or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

35.3 Prohibition Against Extending Obligations

The obligations of the Award Bidder within this indemnification shall not extend to the liability of the Construction Manager, Architect, their consultants and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or specifications, or (2) the giving of or the failure to give directions or instructions by the Construction Manager, Architect, their consultants, and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

35.4 BCPS Not Responsible

Baltimore County Public Schools shall not be responsible for errors or omissions made by the printer or advertising house, which prepared the Solicitation/Bid Documents, addenda, or advertising services. If bidders or advertising houses suspect that their set of bidding documents is incomplete or defective, they should contact the Office of Purchasing immediately.

36 EXCLUSIONS FROM WORK

BCPS acknowledges and agrees that the Award Bidder's obligation to furnish equipment and perform construction work or otherwise modify the Facilities, is limited to the work as defined on an individual site basis as determined by BCPS.

37 ACCESS TO FACILITIES FOR PERFORMANCE

From the date hereof and throughout the term of this agreement, the Award Bidder shall have reasonable access to the Facilities and relevant personnel of BCPS to perform its obligations and to investigate performance of the equipment, systems, and operations of the Facilities.

38 LIABILITY FOR LOSS OF DATA

In the event or any data or record necessary for the performance of this Agreement where such loss is due to gross negligence of the Award Bidder, the Award Bidder shall be responsible, irrespective of the cost to the Award Bidder, for the recreation of such lost data or records. BCPS shall be the sole judge as to whether the lost records have been recreated accurately and completely.

39 SUSPENSION OF WORK

39.1 Authority to Suspend, Delay or Interrupt Work

BCPS may unilaterally order the Award Bidder in writing to suspend, delay, or interrupt all or any part of the work for such period as may be appropriate for the convenience of the

BCPS. Such suspensions, delays, or interruptions should be for less than sixty-days (60) unless there are extenuating circumstances.

39.2 Adjustment to Completion Time

The times required and the completion of work shall be equitably adjusted to take into account the period of such suspensions, delay, or interruption.

39.3 Re-Mobilization Compensation

BCPS will compensate the Award Bidder only for the cost(s) to re-mobilize to the Facilities any equipment that had to be leased or rented for the suspension period that was critical to the operation of the Facility and any offsite storage cost(s) besides the Award Bidder's facility that had to be used to store materials related to the work. The Award Bidder shall, at the suspension of work, notify the BCPS of any such charges stating the monetary damages that will incur and shall document weekly in writing to the BCPS the cumulative costs during the delay period. In no way will any approved delay effect the warranty period regarding any accepted completion by the BCPS relating to equipment installed by the Award Bidder, its subcontractors and suppliers.

40 DELAYS, EXTENSIONS OF TIME

40.1 Timely, Continuous and Diligent Performance

The Bidder agrees to perform all work and provide all supplies or materials, in accordance with all the sections of this bid in a timely, continuous and diligent manner in order to comply with the time requirements set forth in this bid and/or the contract. The Bidder acknowledges and agrees that the only party that may grant a legally binding time extension or agree to a substitution of products, materials, equipment, and/or supplies is BCPS. Any and all time extensions and/or changes/substitutions of products, materials, equipment and/or supplies must be requested in writing by the Bidder, before the extension and/or change takes place, and approved in writing by BCPS.

40.2 Commencement Date Guarantee

Delays by the Award Bidder causing the completion of Projects to extend past the Commencement Date will not change the Commencement Date for Performance Guarantee purposes.

41 HAZARDOUS MATERIALS

41.1 Requirements, Warrants and Representations

The Award Bidder's work and other services pursuant to or in connection with this Agreement may include work connected and associated with asbestos, lead, polychlorinated biphenyl ("PCB"), fluorescent light bulbs, or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). The Award Bidder shall be required to perform identification, abatement, cleanup, control, and removal of Hazardous Materials. BCPS warrants and represents that, except as set forth in the Technical Proposal, there are no Hazardous Materials on the Facilities that will in any way affect the Award Bidder's work or any other services and BCPS has disclosed to the Award Bidder the existence and location of any Hazardous Materials in all areas within which the Award Bidder will be performing any part of the work or other services. The existence or location of any Hazardous Materials that have been disclosed by BCPS to the Award Bidder prior to the execution hereof, or that were otherwise identified during the Technical Proposal shall be the exclusive responsibility of the Award Bidder.

41.2 Notification if Aware or Suspect Hazardous Material

Should the Award Bidder become aware of or suspect the presence of Hazardous Materials, other than already disclosed by BCPS within the Technical Proposal, the Award Bidder shall immediately stop work in the affected area and notify BCPS. BCPS will be responsible for taking any and all actions necessary to correct the condition in accordance with all applicable laws and regulations. The Award Bidder shall be required to resume performance of the work or any BCPS requested work in the affected areas only in the absence of Hazardous Materials and/or when the affected area has been rendered harmless. Except as set forth in the Technical Proposal, the Award Bidder shall not be obligated to transport or handle Hazardous Material, to provide any notices to any governmental authority or agency, or to inspect or examine the Facilities for the presence of Hazardous Material.

42 BIDDER SUBMITTALS

BIDDERS MUST SUBMIT THE FOLLOWING:

42.1 Insurance Certificate

Award Bidders providing skilled labor that requires certification from a local, state, or federal agency shall provide proof of certification indicating the date of expiration and retain certification for the duration of this contract within 10 days of being notified of being the apparent award bidder. The Insurance Certificate must name the "Board of Education of Baltimore County" as the "additional insured".

42.2 Worker's Compensation and Employer Liability

Award Bidder's must provide a certificate of insurance evidencing Worker's Compensation and Employer Liability Insurance in the amounts required above, and in addition, this certificate will indicate the amounts of insurance carried by the Award Bidder of the following types within 10 days of being notified of being the apparent award bidder:

Comprehensive General Liability Insurance
Comprehensive Automobile Insurance
Excess Liability Insurance, and any other insurance coverage maintained by the Award Bidder

The Certificates of Insurance will state that such insurance is in force and cannot be cancelled or released except upon thirty-day (30) prior written notice to the Board of Education of Baltimore County.

42.3 Certificate of Registry

Award Bidders shall be required under Article 56, Section 270(4) of the Annotated Code of Maryland, to provide proof of Certificate of Registry and must be licensed to do business in the State of Maryland and provide a tax certification number within 10 days of being notified of being the apparent award bidder. *[Visit the following website to ensure compliance: <http://www.dat.state.md.us/sdatweb/charter.html>]*

42.4 Evidence of an Ability to Provide Required Services

Award Bidders, who cannot provide evidence of having the personnel and equipment to provide the required services in a satisfactory, safe, and timely fashion as determined using criteria developed by BCPS and not necessarily industry standards, will be found to be

non-responsive and have their bid rejected. Additionally, BCPS will consider the Award Bidder's equipment for size, suitability to do the work, condition of equipment, attachments required to do the work. Safety is a primary concern and safety related attachments are required by BCPS. It is the Award Bidders responsibility to supply this information to BCPS with their submittal.

42.5 Objection(s)

Prior to the award of the Contract the Bidder will be notified in writing if either BCPS or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If BCPS or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid, or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. BCPS may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

43 SUBSTITUTIONS

Bids shall be based upon the materials, systems, and equipment required by the bidding documents without exception. Proposed substitute products or manufacturers shall be submitted in accordance with the following provisions:

43.1 Substitutions Prior to Bid

No substitutions will be considered prior to receipt of bids. The Contract award will be made solely on the basis of the Base Bid and Alternate Bids with regard to proposed substitutions and deducts when requested.

43.2 Proposed Substitutions

Bidders may propose substitutions for the materials systems and equipment specified or shown by listing them in the space provided on the Form of Proposal along with any stipulated cost adjustment (add, deduct, or no change) in the Base Bid or Alternate Bids. Proposed substitution may be accepted with the award of the Contract or later by BCPS.

43.3 Consideration for Substitutions

After the Contract Award, only where less than three (3) products are listed will substitutions be considered and reviewed by the Architect who will make acceptance or rejection recommendation to BCPS. The burden of proof of equivalency rests with the Award Bidder and evidence of such equivalency shall be submitted to the Architect. If the specification has listed three (3) or more product lines, substitutions will not be considered after the bid opening. If the bidder wishes to offer a substitute when three (3) or more products are listed, the bidder should do so in accordance with subparagraph 43.2 in its entirety.

44 EMERGENCIES AND NOTIFICATION

In any case of an emergency the Award Bidder shall immediately notify the Architects, Construction Manager, and BCPS by the most expeditious means available. Follow by telegram or written notice, explaining the situation and actions taken. Additional compensation or extension of time will not be considered or permitted for emergencies arising from delay, damage, or loss.

45 OWNER'S RIGHT TO STOP THE WORK

45.1 Stop Work Order

If the Award Bidder fails to correct Work which is not in accordance with the requirements of the Contract Documents or persistently fails to carry out Work in accordance with the Contract Documents, BCPS, by written order signed personally or by an agent specifically so empowered by BCPS in writing, may order the Award Bidder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however the right of BCPS to stop the Work; shall not give rise to a duty on the part of BCPS to exercise this right for the benefit of the Award Bidder or any other person or entity. This right shall be in addition to and not in restriction or derogation of the Owner's rights under the General Conditions.

45.2 Suspension of Work – Unforeseen Conditions

If unforeseen conditions occur or are encountered which may substantially impair the quality of the Work unless the Work is suspended, BCPS may, with the written concurrence of the Architect, suspend the Work by notice in writing to the Award Bidder, the Contract Management, and Architect. In the event of such a suspension, the Award Bidder shall be entitled to only adjustments in the Contract Time and an adjustment in the Contract Sum for costs actually incurred at the Project site due to such suspension. In any event, where the Award Bidder reasonably determines that a suspension is required in such circumstances, the Award Bidder must promptly notify in writing BCPS and Architect of such determination.

46 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Award Bidder defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from BCPS to commence and continue correction of such default or neglect with diligence and promptness, BCPS may after such seven day period give the Award Bidder a second written notice to correct such deficiencies within a second seven day period. If the Award Bidder within such second seven-day period after receipt of such second notice fails to commence and continue to correct any deficiencies, BCPS may, without prejudice to other remedies BCPS may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Award Bidder the cost of correcting such deficiencies, including compensation for the Construction Manager's and Architect's and their respective consultants' additional services and expenses made necessary by such default, neglect, or failure. If payments then or thereafter due the Award Bidder are not sufficient to cover such amounts, the Award Bidder shall pay the difference to BCPS.

47 ROYALTIES AND PATENTS

The Award Bidder shall pay all royalties and license fees. The Award Bidder shall defend suits or claims for infringement of patent rights and shall hold BCPS, Construction Manager, and/or Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design process or product of a particular manufacturer or manufacturers is required by the Contract Documents. However, if the Award Bidder has reason to believe that the required design process or product is an infringement of a patent the Award Bidder shall be responsible for such loss unless such information is promptly furnished to BCPS and/or the Architect.

48 CONFLICT OF INTEREST, LOBBYING, AND ETHICS REVIEW PANEL

48.1 Compliance with Ethics Policies

In accordance with paragraph 15-811 through 15-815 of the State Government Article of the Annotated Code of Maryland, the Board of Education of Baltimore County has promulgated Ethics Policies that cover conflict of interest, financial disclosure, and lobbying. All bidders are expected to comply with any (and all) Board Ethics Policies that may apply to them individually or as a business entity.

48.2 Conflict(s) of Interest

All bidders should review carefully the conflict of interest policies. Specific attention should be accorded to the Board Ethics Policies (Board Policy 8363) prohibiting Baltimore County Public Schools employees from benefiting from business with the school system.

48.3 Questions/Interpretations

All bidders are placed on notice that all questions/interpretations concerning the Board Ethics Policies may be submitted to the Ethics Review Panel in accordance with Board Policy 8366.

49 INCLEMENT WEATHER

49.1 PRE-BID:

If Baltimore County Schools are **closed** (either the "schools" and/or "offices") on the day a pre-bid is scheduled, **"THE PRE-BID IS CANCELLED"** and **will not be rescheduled unless an addendum is issued.** Bidders are advised that they are to email or FAX questions to the purchasing agent by the date and time required within this solicitation.

49.2 BID OPENING

If Baltimore County Schools are closed (either the "schools" and/or "offices") on the day a bid is "DUE", that **bid will be due at the same time the next day that the Baltimore County Schools are open.**

49.3 LATE OPENING:

If Baltimore County Schools open late, due to inclement weather, the Bid Due Date and Time of Opening will be CONDUCTED AS SCHEDULED. If Baltimore County schools close early, due to inclement weather, the Bid Due date and Time of Opening will be CONDUCTED AS SCHEDULED.

50 ILLEGAL IMMIGRANT LABOR

The use of illegal immigrant labor to fulfill contracts solicited by BCPS is in violation of the law and is strictly prohibited. Contractors 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.

51 FOREIGN LANGUAGE TRANSLATOR REQUIREMENT

51.1 On-Site Interpreter

BCPS requires an Award Bidder that has an employee on site that does not speak English to have on site, full time, an interpreter that is fluent in speaking and understanding that employee's native language.

51.2 Failure to Provide and Interpreter

Failure of an Award Bidder to have on site, full time, an interpreter that is fluent in speaking and understanding an employee's native language for those employees that do not speak English is reason for immediate termination of the contract for cause.

52 EMPLOYMENT OF CHILD SEX OFFENDERS

Maryland Law requires certain child sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work and/or attend school. Section 11-722(c) of the Criminal Procedure Article of the Annotated code of Maryland states, "A person who enters into a contract with a County Board of Education or a non-public school may not knowingly employ an individual to work at a school if the individual is a registrant. A person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding five years or a fine not exceeding \$5,000 or both." If a child sex offender, as determined by the definitions contained in the Criminal Law Article of the Annotated Code of Maryland, is employed by the Award Bidder, the Award Bidder is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any BCPS property, including the project property. Violation of this provision may result in Termination for Cause.

53 FORCE MAJEURE

Force Majeure is defined as an occurrence beyond the control of the affected party and not avoidable by reason of diligence. It includes the acts of nature, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. If either party is delayed by force majeure, said party shall provide written notification to the other within 48 hours. Delays shall cease as soon as practicable and written notification of same provided. The time of contract completion may be extended by contract modification, for a period of time equal to that delay caused under this condition. BCPS may also consider requests for price increase for raw materials that are directly attributable to the cause of delay. BCPS reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against BCPS. 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.

END OF PART I: TERMS AND CONDITIONS

PART II: SPECIFICATIONS--GENERAL REQUIREMENTS

(If there is a discrepancy between specifications of Part I: General Terms and Conditions and Part II: Specifications--General Requirements: **Part II Specifications shall prevail**)

1 GENERAL SCOPE & SERVICES

1.1 Offer

The specifications that follow are being offered to qualify and select contractor(s) to provide qualified and skilled technicians to inspect, perform preventative maintenance services, repairs, and/or installation of indoor and outdoor bleachers, stadium and auditorium seating, for the Baltimore County Public Schools (BCPS). In addition, Award Bidder(s) shall complete specific projects in the conjunction with renovations, additions, demolition, damages, critical equipment failures and modifications at any BCPS site. BCPS has approximately 175 schools. The work is typical for Bleacher installation, PM, repairs and services and will include all aspects of troubleshooting, repair, and new work. The Award Bidder(s) shall furnish all supervision for services at the site, plant, labor, materials, supplies, equipment and other facilities necessary to properly provide for the services and repairs in accordance with standard practices and/or the specifications, as well as, manufactures recommendations. All work will be in complete compliance with all governing safety and code regulations. The requirements listed are intended as an aid to the Bidder to acquaint them with what could be required to execute the work on this contract.

1.2 Type of Contract

Firm Fixed Price - Indefinite Delivery/Indefinite Quantity Contract The services intended for purchase will be ordered on an "as needed" basis based upon future needs of the system and are pending allocation of funds and approval of award by the Board of Education of Baltimore County. BCPS reserves the right to authorize/order services as may be required during the contract period and also reserves the right to not authorize/order any services.

To aid in bid preparation, BCPS anticipates the total estimated value of the contract to be approximately \$100,000.00 to \$500,000.00 annually. This figure may change drastically based on the needs of the system for the term of this contract. BCPS does not guarantee that this dollar amount will be met or exceeded, nor can BCPS guarantee any amount to any Award Bidder.

1.3 Proposal/Bid Submission

All proposals shall be submitted on the proposal forms provided in this solicitation. All blank spaces shall be filled in, in ink and all pages shall be properly signed. One original copy shall be submitted

1.4 Withdrawal of Solicitation

BCPS may withdraw this solicitation at any time prior to the actual opening of the bids.

1.5 Holding Prices

The Bidders agree to hold their prices, under the same terms and conditions, for a period of one hundred-twenty days (120) from the date of the bid opening.

1.6 Bidder Obligations

At the time of the opening of proposal/bids, each Bidder will be presumed to have read and be thoroughly familiar with the specifications and related documents (including all Addenda). The failure or omission of any bidder to receive or examine any form, instrument, or document, shall in no way relieve the bidder from any obligation in respect to this solicitation. It is the Bidder's responsibility to verify that they have received all addenda that have been issued prior to submission of their proposal/bid.

1.7 Omissions, Errors, Conflicts or Discrepancies

Any omissions, errors, conflicts, or discrepancies in this document shall be called to the attention of the BCPS Purchasing Agent and/or the Office of Purchasing, immediately.

1.8 Conditional Proposals/Bids

Conditional proposals/bids will not be accepted. BCPS contractual terms and conditions shall govern.

1.9 Incomplete/Inaccurate Information

Bidders providing incomplete and/or inaccurate information to BCPS are subject to immediate termination of contract and/or rejection of their proposal/bid as non-responsive.

1.10 Proposal/Bid Preparation Expense(s)

Bidders are solely responsible for their expenses, if any, in preparing a response to this solicitation.

1.11 Timeliness

Time is of the essence. All work must be completed with the least possible disruption to operation(s) and is to be coordinated with the BCPS Department of Physical Facilities; Contract Maintenance's representative and/or other designee.

1.12 Approval(s)

All work shall be approved by the BCPS Department of Physical Facilities, Contract Maintenance. BCPS reserves the right of final approval for any work at the time of job completion. If the work is not acceptable, the Award Bidder will be called in to review and correct all problem areas without additional cost to BCPS. Any work necessary will be performed in accordance with a schedule jointly agreed upon. Failure of the Award Bidder to correct deficiencies, in a timely manner, may result in BCPS contracting with another contractor to correct deficiencies. The Award Bidder may then be pecuniarily responsible for the associated cost(s).

1.13 BCPS Reserved Right

BCPS reserves the right to provide any materials and/or equipment for related services.

1.14 Subcontracting

Subject to immediate termination for cause, the Award Bidder shall not sub-contract any portion of the work without prior written consent of BCPS.

2 QUALIFICATION(S) OF BIDDER

All Bidders submitting a proposal/bid shall have at least five years experience and hold manufacturer's certifications to repair, maintain and install bleachers and bleacher systems. Vendors shall also have an active State of Maryland Department of Labor Licensing and Regulation license to perform this type of work, prior to the date of bid opening.

2.1 Pre-Qualification Certificate(s)

A copy of the ALL pre-qualification certificates and licenses shall be included with their proposal.

Copies of the bidders Certificate of Prequalification as issued by each manufacturer

A Certificate of Prequalification may be required where approval of the use of a sub-contractor is granted.

2.2 Place and Maturity of Business

All Bidders, submitting a proposal, shall include evidence that they maintain a permanent place of business and shall be certified to do business in Maryland. All Bidders shall include copies of any and all appropriate licenses necessary to perform this work.

2.3 Investigation(s) of Bidder's Capability

BCPS may conduct any necessary investigation to determine the ability of the bidder to fulfill the requirements of the contract. Bidders shall furnish to BCPS all such information and data/documentation requested. BCPS reserves the right to reject any proposal/bid if the evidence submitted by the bidder or investigation of such bidder fails to satisfy BCPS that such bidder is properly qualified to carry out the obligations of the contract and to complete all requirements contemplated therein.

2.4 Review of Prior History

In determining the qualifications of a bidder, BCPS will consider the Bidder's record and performance on any prior contracts with BCPS, Federal Departments or Agencies, or with other public bodies. BCPS reserves the right to reject the proposal/bid of any bidder if the investigation discloses that this bidder, in the opinion of BCPS, has not properly performed on such contract or has habitually and without just cause neglected the payment of bills or has otherwise disregarded their obligations to subcontractors, material suppliers or employees.

2.5 References

Bidders shall complete and return with their proposal/bid the "REFERENCES FORM" included in this solicitation. Bidders shall be successfully engaged in or have completed (at least) three (3) BLEACHER repair services/projects/contracts of similar size and scope within the last five (5) years. References must demonstrate experience as deemed acceptable by BCPS. You may include BCPS as one (1) of the required references

2.6 Service Technicians

Bidders shall complete and return with their proposal/bid the "BLEACHER Installation, PM, Repair and Service Workers Form" included in this solicitation **[Exhibit C]**. Do not provide

this information on any other form or paper--use the form provided. Make as many copies of this form as needed to accommodate all employees. Bidders shall provide the following:

2.6.1 Full Time Employee Information

Provide the name and date of hire for each full time (not contractual) individual, currently employed by the firm, who will be used at BCPS to meet the requirements of this work. (Minimum four (4) technicians required).

2.6.2 Employee Requirement

A minimum of two workers are required to be available for BCPS projects at any given time. Information on these four employees shall be included on the service workers form.

2.6.3 Affirmation

The authorized representative of the bidder must sign the form affirming that those listed are full time properly trained, experienced, and/or certified employees and not part time, contractual, or temporary employees. The Bidder agrees that the listed employees are the only employees to be used for work at BCPS sites.

3 AWARD BIDDER EMPLOYEES

3.1 Employee Listing & Certifications

The Award Bidder(s) shall provide a copy of ALL related certifications held by each employee listed on the "BLEACHER Repair Services Workers Form" (form submitted with proposal) within **ten (10)** business days of receipt of "notice of intent to award".
[REFER TO EXHIBIT B for types of Licenses, Certification and Qualifications required]

3.2 Removing Personnel

The Award Bidder(s) has the right to remove individuals from the list of "BLEACHER Repair Services Workers Form" (form submitted with proposal/bid) throughout the term of contract by notifying BCPS in writing.

3.3 Adding Personnel

The Award Bidder has the right to add individuals to the list of "BLEACHER Repair Services Workers Form" (form submitted with proposal/bid) throughout the term of contract. However, BCPS reserves the right to review these employees work record to determine if these individuals are properly trained and experienced. Individuals that are not properly trained and experienced shall not be utilized. For all new employees, the Award Bidder shall:

3.3.1 Employee Information to Submit

Submit employee name and last two years work history to BCPS for review. Work history must include previous employers contact information.

3.3.2 Certifications/Licenses

Provide a copy of ALL related certifications and licenses for each employee.

3.3.3 Notification to BCPS

BCPS must be notified of Award Bidder(s) intent to replace worker within one (1) business day of original workers departure. Award bidder shall provide proof of required certifications for the new worker within ten (10) business days of assignment to BCPS contract.

3.4 Demonstration of Training/Experience

The Award Bidder shall demonstrate to the satisfaction of BCPS that employees who will be used on any BCPS project are properly trained and experienced in BLEACHER Repair Services.

3.5 Using Non-Approved Employees

Utilizing any employee not previously approved by BCPS is reason for immediate termination of the contract for cause.

3.6 Award Bidder Employee Pictures

The Award Bidder(s) shall provide a glossy type picture of each employee (minimum 2" X 4") to the BCPS representative with the name of the employee legibly printed on the back side within ten (10) business days after notice of intent to award

4 INSPECTION OF SITE(S)

4.1 Confirming Existing Conditions

Bidders are responsible for confirmation of existing conditions.

4.2 Site Visit

To aid Bidders with formulation of pricing in associated with this solicitation; all Bidders are invited to visit each site. Site visits shall be coordinated as follows:

4.2.1 Scheduling Site Visit

Call the BCPS Project Manager – John Cossentina 410-887-6300.

4.2.2 Scheduling

An appointment will be scheduled with the BCPS Project Manager

4.2.3 Sign-In

On the day of appointment, you must sign-in {required} at main office. The Building Operations Supervisor will provide an escort.

4.3 Bidder Obligation

Failure to become familiar with the site will not relieve a successful bidder of his obligation to furnish all materials, labor, and services necessary to carry out the provisions of the specification herein.

5 BONDING AND CERTIFICATE OF INSURANCE

5.1 Bid Bond

A BID BOND IS NOT REQUIRED FOR THIS CONTRACT

5.2 Performance and Payment Bond

A PAYMENT OR PERFORMANCE BOND IS NOT REQUIRED FOR THIS CONTRACT

5.3 Certificates of Insurance

5.3.1 The Certificate(s)

Certificates of insurance will be provided by the Award Bidder(s) only. The certificate(s) shall be made out in the name of the "**Board of Education of Baltimore County**". The notification of any change in status of the insurance shall be provided to the Contracting Assistant, 1940 Greenspring Drive, Suite G, Timonium, MD 21093.

5.3.1.1 To the Attention

Send or have delivered all certificates of insurance, to the attention of:

**Baltimore County Public Schools
Patricia Onheiser, Purchasing/Contracting Assistant
1940 Greenspring Drive, Suite G
Timonium, MD 21093**

5.3.1.2 Additional Named Insured

The Insurance Certificate must name the "**Board of Education of Baltimore County**" as the "additional insured".

5.3.1.3 Cancellation

The Certificates of Insurance cancellation notice shall read:

"Should any of the above described policies be cancelled before the expiration date thereof, the issuing company shall mail **thirty (30) days in advance of the cancellation date** notice to the certificate holder."

NOTE: ALL other wording shall be deleted.

5.3.2 Cost

The cost of Insurance shall be included in the bid amount.

5.3.3 Failure to Execute

If Award Bidder fails to execute and deliver the signed Contract and Certificates of Insurance within ten (10) business days from receipt of the Contract, BCPS reserves the right to rescind the award.

6 SMALL BUSINESS AND/OR CERTIFIED MINORITY BUSINESS ENTERPRISES

Small and/or Certified Minority Business Enterprises are encouraged to respond to this solicitation.

6.1 SBE/MBE Goal

It is the intent of BCPS to achieve a minimum of fourteen percent (14%) of the total dollar value of the contracts resulting from this solicitation to be made to Small Business and/or Certified Minority Business Enterprises either directly or indirectly.

6.2 Definitions

6.2.1 Minority Business:

Any legal entity, other than a joint venture, organized to engage in commercial transactions, that is;

6.2.1.1 Ownership

At least 51% owned and/or controlled by one or more minority interest persons, or

6.2.1.2 Promotes Interest of the Disabled

A non-profit entity organized to promote the interests of the physically or mentally disabled.

6.2.1.3 Identified Minority Groups

African Americans

American Indians

Asians

Hispanics

Women

Physically or Mentally Disabled Individuals; or

A non-profit entity organized to promote the interests of physically or mentally disabled individuals

6.2.2 Certified MBE

A Certified MBE is a minority business that holds a certification issued by the Maryland State Department of Transportation (MDOT) or other recognized municipalities or minority associations.

6.2.3 Small Business

A small business is defined as a business with fewer than fifty-(50) employees that generates annual revenue less than ten million dollars (\$10,000,000.00). BCPS reserves the right to request financial and/or tax documents to support such a claim.

6.3 SBE/MBE Utilization Affidavit

Each bid submitted including a submittal from a certified minority business enterprise, in response to this solicitation, shall be accompanied by a completed **Small Business and Certified Minority Business Enterprise Utilization Affidavit**.

6.4 SBE/MBE Documentation to Submit with Proposal/Bid

The following documentation shall be considered part of the contract, and shall be furnished with your proposal/bid:

6.4.1 Statement of Intent

Small and Minority Business Enterprise and Prime Contractors Statement of Intent: A separate form completed and signed by the prime contractor and each SBE/MBE firm.

6.4.2 Request for Waiver

A Request for Waiver (if necessary) with supporting documentation, which represents a good faith effort by the bidder to obtain the SBE/MBE participation goal but it was unable to be obtained, or was unable to be obtained at a reasonable price, and that the public interest is served by a waiver. If the bidder is unable to achieve the contract goal of fourteen (14) percent for SBE/MBE participation, they may submit a written request for a waiver by completing the "Request" which shall include the following:

6.4.2.1 Statement of Efforts

A detailed statement of the efforts made by the bidder to identify and select portions of the work proposed to be performed by subcontractors in order to increase the likelihood of achieving the stated goal;

6.4.2.2 Statement of Efforts – 10 Days Prior to Due Date

A detailed statement of the efforts made by the bidder at least 10 days before the bid opening to solicit small and minority business enterprises through written notices that describe the categories of work for which subcontracting is being solicited, the type of work to be performed, and specific instructions on how to submit a bid;

6.4.2.3 Personal Contact

A detailed statement of the bidder's efforts to make personal contact with SBE/MBE firms identified for item 6.3.2.2 (above);

6.4.2.4 Record of Contact

A record of the name, address, telephone number, and dates contacted for each SBE/MBE identified under items 6.3.2.2 and 6.3.2.3 (above);

6.4.2.5 Information Provided to SBE/MBE

A description of the information provided to SBE/MBEs regarding the plans, specifications, and the anticipated time schedule for portions of the work to be performed;

6.4.2.6 SBE/MBE Assistance Activity

Information on activities to assist SBE/MBE's to fulfill bonding requirements, or to obtain a waiver of these requirements;

6.4.2.7 Publicizing Activity

Information on activities to publicize contracting opportunities to small and minority business enterprises, attendance at pre-bid meetings, or

6.4.2.8 Meetings

Other meetings scheduled by the MBE Liaison or designated representative;

6.4.2.9 Explanation of Unacceptability

As to each SBE/MBE that placed a subcontract quotation which the bidder considers not to be acceptable, a detailed statement of reasons for this conclusion; and

6.4.2.10 List of those Unavailable

A list of small and certified minority subcontractors found to be unavailable. This shall be accompanied by a Small and Minority Subcontractor Unavailability Certificate signed by the small and/or minority business enterprise or from the bidder indicating that the small and/or minority business did not provide the written certification.

6.5 Liaison Review

The MBE Liaison will review and accept or reject the SBE/MBE material that is submitted, and may obtain legal advice or assistance from BCPS' attorney.

6.6 Liaison Assistance

The MBE Liaison may assist the apparent low bidder in identifying certified minority businesses that could participate in the contract. If you have questions or need additional information or assistance regarding this intent, contact Melanie Webster, MBE Officer for BCPS at (410) 887-4334.

6.7 MBE Goal / State Funded Projects

The Small Business and/or Certified Minority Business Enterprise policies, procedures and/or requirements, as stated above, pertain to projects and/or work that are Board/County funded. **In some instances, work/service/projects may be partially funded by the STATE.** When a specific project is partially funded by STATE, the Award Bidder shall attempt to achieve established participation goals and sub-goals of the total project directly or indirectly from certified minority business enterprises. All general contractors and subcontractors including certified MBE firms are required to attempt to achieve the MBE subcontracting goals from certified MBE firms approved by the Maryland Department of Transportation (MDOT). Reference: MINORITY BUSINESS ENTERPRISE PROCEDURES FOR STATE FUNDED PUBLIC SCHOOL CONSTRUCTION PROJECTS which will be made available where necessary.

7 INQUIRIES

7.1 When and How

No interpretation of the meaning of the plans, specifications, or other contract documents will be made to any bidder orally. To be given consideration, inquiries must be received at

least seven (7) business days prior to the date fixed for the opening of bids, so that they may be responded to in a timely fashion. The bid number must be referenced on all correspondence.

7.2 Inquiries Regarding the Solicitation

Any inquiries regarding the "SPECIFICATIONS" and/or the "SOLICITATION" shall be **IN WRITING** and directed to Melvin E. Burley, CPPB at FAX (410) 887-7831 or e-mail to mburley2@bcps.org. Bidders shall verify receipt by calling phone (410) 887-4334 or e-mail.

7.3 Inquiries Regarding the Requirements

Any inquiries regarding the "REQUIREMENTS/TECHNICAL SPECIFICATIONS" shall be **IN WRITING** and directed to John Cossentina, Office of Operations at FAX (410) 887-6359 or e-mail to jcossentina@bcps.org. Bidders shall verify receipt by calling phone (410) 887-6300 or e-mail.

ALL INQUIRIES MUST BE IN WRITING AND COPIED TO THE PURCHASING AGENT.

7.4 Inquiries Regarding MBE Participation

Any inquiries regarding the "MBE and/or SBE PARTICIPATION" in this bid shall be directed to Melanie Webster at FAX: (410) 887-7831 or e-mail to mwebster@bcps.org and/or to. Bidders shall verify receipt by calling phone (410) 887-4334 or e-mail.

ALL INQUIRIES MUST BE IN WRITING AND COPIED TO THE PURCHASING AGENT.

8 ADDENDA AND/OR EXPLANATION OF BID SPECIFICATIONS

8.1 Changes

All changes to the bid specifications will be made through the appropriate addenda. Any and all such interpretations and any supplemental instructions will be available to all bidders who pick up a copy of the bid. Addenda will be issued at least five (5) business days prior to the date fixed for the opening of bids, unless the addendum issued extends the due date of the bid.

8.2 Verification of Receipt of Addenda

It is the bidder's responsibility to verify receipt of all addenda. Failure of any bidder to receive any addenda or interpretation shall not relieve that bidder from any obligations under this bid and as amended by all addenda. All addenda so issued shall become a part of the award and contract documents.

9 AWARD OF CONTRACT

9.1 Method of Award

Method of award will be the responsive and responsible bidder offering the lowest computed bid [per price proposal] as calculated below:

Five times item 1 plus one times item 2 plus one times Item 3

9.2 Ranking Bidders

All other responsive and responsible bidders shall be ranked, based upon their "Regular Hourly Rates" as computed

9.3 Time if of the Essence

BCPS reserves the right to utilize the services of the next most favorably priced responsive and responsible bidder, if for any reason the preceding Award Bidder is unable to fulfill their contractual obligations.

In order to ensure that all work is completed in a timeframes required BCPS reserves the right to contract with at least three bidders.

9.4 Non-Guarantee

BCPS does not guarantee that all or any work will be done and reserves the right to reject all bids and to re-bid this project at its discretion. BCPS (also) reserves the right to issue separate formal solicitations and/or request quotes for any projects.

10 TERM OF CONTRACT

10.1 Effective Term: From

From: Issuance and signing of a contract after approval by the Board of Education of Baltimore County Public Schools, and subject to the Award Bidder providing ALL required documentation [which may include bonds and insurance, etc] termed **"contract execution"**.

10.2 Effective Term: Until

Until: **December 31, 2015**

10.3 Contract Termination

BCPS reserves the right to terminate the contract for convenience at any time by providing the Award Bidder thirty-(30) days prior written notice. **The Award Bidders do not have a right to "termination-for-convenience."**

10.4 Annual Review

On an annual basis, BCPS and ALL award bidders shall meet and confer regarding performance and modifications to the contract(s).

10.5 Renewal Option

BCPS reserves the option to extend this contract for 3 additional one-year periods upon mutual agreement [and under the same terms, conditions].

11 ASSIGNMENT OF WORK

11.1 BCPS Discretion

At its sole discretion, BCPS reserves the following rights:

11.1.1 Perform Work

To perform any work at any site utilizing "in-house/BCPS personnel" for any project

11.1.2 New Solicitation

To issue a new solicitation for these services at any one or combination of sites, separate from this bid

11.1.3 Alternative Source

To obtain the work from any source, if for any reason, none of the Award Bidders can complete the services within the time frame required by BCPS.

11.2 Project Dollar Threshold

This contract is to be utilized for projects with an estimated value not exceeding \$100,000. If a project estimate exceeds this threshold, the Office of Purchasing reserves the right to issue a formal solicitation.

11.3 Projects Under 30,000

BCPS reserves the right to utilize Hourly Labor Rates (Regular, Off Hours, and Emergency) submitted by Award Bidder(s) in response to this solicitation for work and for projects that are less than \$30,000.

11.4 Projects Over 30,000

For projects under \$30,000, BCPS shall reserve the right to obtain in writing, "Request for Quote" (RFQ) from All Award Bidder(s). BCPS reserves the right to award the project to the company offering the most favorable quote (as determined by BCPS). It is important to note that the most favorable quote may not be the one offering the lowest price. BCPS may evaluate the quote based on the starting and completion dates provided by the bidders with their quote for that project and the subsequent effect this will have on the school curriculum. Time is of the essence.

11.5 Request For Quotations

For projects exceeding \$30,000, BCPS will obtain in writing, "Request for Quote" (RFQ) from all Award Bidder(s). BCPS reserves the right to award the project to the company offering the most favorable quote (as determined by BCPS). It is important to note that the most favorable quote may not be the one offering the lowest price. BCPS may evaluate the quote based on the starting and completion dates provided by the bidders with their quote for that project and the subsequent effect this will have on the school curriculum. Time is of the essence.

11.6 Bonding

For projects exceeding \$30,000, performance and payment bonds shall be required as part of the RFQ and the cost of such bonding shall be included in the quote amount.

11.7 Types of Quotes

The type of "Request for Quote" (RFQ) shall be communicated to Award Bidder(s) by BCPS. Pricing methodology to be utilized by Award Bidder(s) will be specified in writing by BCPS at time of RFQ issuance. Some examples of RFQ types include:

- Time and Materials
- Not to Exceed
- Not to Exceed {based on time and materials}

- Lump Sum/ Firm Fixed Price/Base Bid
- Cost-plus-fee
- Design-Build/Turn-Key
- Informational Budget Estimate

11.8 BCPS Reserved Right

BCPS reserves the right to request that Award Bidder(s) utilize hourly rates other than those which were submitted in response to this solicitation as a component of the RFQ

11.9 BCPS Reserved Right

BCPS reserves the right to request that Award Bidder(s) utilize the Hourly Labor Rates (Regular, Off Hours, Emergency) submitted in response to this solicitation as a component of the RFQ.

11.10 Breakout Costing

BCPS reserves the right to request that Award Bidder(s) provide breakout costs as an attachment to the RFQ invoice.

11.11 Site Visits

Award Bidder(s) will not be paid for visiting a BCPS site to provide RFQ and/or for any pre-examination of work.

11.12 Maintaining award Bidder Status

To maintain Award Bidder status, Award Bidder(s) shall respond to EVERY RFQ. If a contractor is unable to provide a quote for ANY reason, they must submit a "NO QUOTE"/"No Bid" response. FAILURE to respond may result in termination of the contract with that Award Bidder.

12 OCCUPANCY REQUIREMENTS

12.1 Full BCPS Occupancy

Full BCPS Occupancy: BCPS will occupy the site and existing building during the entire work period. The Award Bidder(s) shall cooperate with BCPS during the work to minimize conflicts and facilitate BCPS usage. To the satisfaction of BCPS, the Award Bidder is to move and/or protect all school equipment, furnishings and occupied areas from work-related debris and noise. The Award Bidder shall perform the work so as not to interfere with BCPS operations. The Award Bidder is aware that this work shall be performed where BCPS employees will be present and is responsible for maintaining a safe clean worksite.

12.2 Use of Premises

12.2.1 Limit(s)

Limit use of premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.

12.2.2 Driveways

Keep driveways and entrances serving the premises clear and available to BCPS, BCPS's employees and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

12.2.3 Clean-Up

Award Bidders are responsible for all clean up related to their work. The school's custodial staff is not responsible for cleaning debris left from the Award Bidder's work.

12.2.4 Protecting BCPS Property

The Award Bidder shall protect all BCPS property, materials, equipment, improvements, utilities, structures, and vegetation at all times during the course of this contract. Any property or incidentals damaged during the course of this contract shall be repaired or replaced by Award Bidder to the satisfaction of the BCPS.

12.2.5 Receipt of Deliveries

Deliveries of equipment and other materials must be done with the Award Bidder present and stored on site as indicated by the Department of Physical Facilities, Contract Maintenance Services. Equipment and material shall not be delivered to the site prior to their planned use, unless approved by the Department of Physical Facilities, Contract Maintenance Services.

12.3 Bidder Obligation(s)

Failure to become familiar with the site will not relieve a successful bidder of his obligation to furnish all materials, labor, and services necessary to carry out the provisions of work to be completed as set forth in his bid.

13 HOURLY RATES / PRICING

13.1 Regular Hourly Rate

Regular hourly rate are in effect from 7:00 A.M. until 5:00 P. M. Monday through and including Friday. The rate is for any one (1) individual on site working. The hourly rate shall be inclusive of all overhead, including but not limited to: driving time to and from the job site, proper disposal, and paperwork, salary of employees, material, equipment, consumable supplies and profit. BCPS shall not reimburse for any additional materials unless agreed to by BCPS in advance of the work. The hourly rate must include overseeing and providing the work. The Regular Hourly Rate is the rate bid and invoiced for INSPECTION, MAINTENANCE, REPAIR AND INSTALLATION OF BLEACHERS apparatus including operator, per hour.

13.2 Off Hour Rate

Off hourly rates are in effect from 5:00 PM until 12:00 AM Monday through and including Friday. The rate is for any one (1) individual on site working. The off hour rate is 1.15 times the regular hourly rate.

13.3 Working Hours

Working hours are those hours the employees are actually on site working, excluding lunch time and/or breaks.

13.4 Overtime Rate

The overtime rate is 1.5 times the regular hourly rate. Overtime will be paid for hours other than those specified in the "Regular Hourly Rate". NOTE: BCPS does not pay any overtime rates unless prior authorization is received.

13.5 Charging Hourly Rate

The regularly hourly rate is to be charged to BCPS unless specifically authorized by the BCPS Division of Facilities representative for that project.

13.6 Holiday Hours & Rate

Holiday hours are those hours worked on the following days: Christmas Day, New Years day, Memorial Day, Labor Day, July 4, and Thanksgiving Day. Holiday hours will be paid at the rate of two (2) times the regular hourly rate.

13.7 Mobilization Charges

BCPS will not pay for mobilization or set up charges. These costs should be reflected in your hourly rates.

13.8 Emergency Services

For all emergency services In effect twenty-four (24) hours a day, seven (7) days a week. Response time shall not be greater than (2) hours. The rate shall be calculated based on the applicable service provided, per paragraphs 15.1, 15.2, 15.4 and 15.6 (above)

13.9 Travel Expenses

BCPS shall not reimburse for travel expenses, or vehicle mileage, nor shall BCPS reimburse for travel time to obtain parts.

13.10 Cell Phone Usage

BCPS shall not reimburse for cell phone usage

13.11 Rate Changes in Prices/Cost - Annually

Award Bidder(s) will retain their bid prices for the term of the contract with the option to request a price adjustment on each contract anniversary date....the date of contract execution.

Award Bidder(s) shall be granted the option to request an adjustment to the Rate on each contract anniversary date. All adjustment requests affecting rates must be made in writing to the Office of Purchasing and in accord with the conditions outlined herein.

13.12 Submission of Request for CPI Increase

Award Bidder(s) must submit a justified request for price increase(s) at least 30 days prior to the contracts anniversary date. Increases justified by the CPI will not be retroactive and if

approved will be in effect the day of the contract's anniversary date and remain fixed for the succeeding year. For calculating the CPI increase, use the Consumer Price Index for all Urban Consumers (CPI-U) for "U. S. City Average" that has been in effect for one month prior to the first day of the contract anniversary date. The column "PERCENTAGE CHANGE FROM 12 MONTHS AGO" will be used to determine the percentage of price adjustment, if any. For getting to the web site and calculating the CPI adjustment, follow the instructions below:

13.12.1 Step 1

Access the U.S. Bureau of Labor Statistics website at the following internet address: <http://www.bls.gov/cpi/home.htm>

13.12.2 Step 2

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

13.12.3 Step 3

From the Databases and Tools drop down and under "DATA RETRIEVAL TOOLS" select "Top Picks".

13.12.4 Step 4

Go down to Price Indexes and put a check in the box next to CPI for All Urban Consumers (CPI-U) 1982-84=100 (Unadjusted) - CUUR0000SA0 and then go to the bottom of the page and select "Retrieve data"

13.12.5 Step 5

Near the top of the page, select "More Formatting Options". Put a check in the box for "12-Month Percent Change" [unselect all others in that group] and then click "Retrieve Data".

The file can be downloaded into an excel worksheet.

13.12.6 Basis for Adjustment

Adjustment shall be based on the average of the 12 months percentage [change] published by the U.S. Bureau of Labor Statistics at the time of the request. [e.g., an adjustment request is submitted (by Award Bidder) on December 10, 2007; the contract anniversary date is January 1; the U.S. Bureau of Labor Statistics (BLS) has published data up to October 2007; the requested price adjustment would be based on the average from November 2006 to October 2007. This calculation shall include monthly U.S. Bureau of Labor Statistics data labeled as "Preliminary"]

13.12.7 CPI Adjustment

The CPI adjustment is NOT automatic. BCPS reserves the right to accept or reject the adjustment request within sixty (60) days of receipt of request.

13.12.7.1 Price Acceptance/Rejection

If the request is rejected, the contract shall be terminated thirty-(30) days from the date of rejection letter.

13.12.7.2 Alternative Purchasing

If the adjustment request is rejected, BCPS reserves the right to purchase services and/or goods from the next most favorable responsive and responsible bidder. If neither Award Bidder is able to provide the material and/or service within the timeframe necessary, BCPS reserves the right to purchase from any source.

13.12.7.3 First Right of Refusal

Award Bidder whose price adjustment has been rejected by BCPS shall be granted the right of first refusal, and shall be given an opportunity to match the item pricing of next most favorably ranked responsive and responsible bidder within ten (10) days of receipt of BCPS rejection notification.

13.12.8 Rate Decrease

BCPS reserves the right to decrease rate, if such downward adjustment is reflected in the CPI data.

14 DELIVERY / DELIVERIES

In instances where the Award Bidder has arranged to have equipment or materials delivered or drop shipped directly to any site the contractor's representative must be on-site to receive materials and/or equipment. BCPS will not be responsible for materials or equipment delivered to the site for the contractors.

15 SUBSTITUTIONS

All substitutions must be approved in advance by BCPS office of contract maintenance representative

16 EQUIPMENT

16.1 Special Equipment

All equipment required to perform standard/typical work under this contract shall be owned by the Award Bidder and shall be normally available on dispatched vehicles. All test equipment shall be calibrated on a regular basis and accuracy guaranteed. BCPS shall not reimburse Award Bidder for equipment rental charges that are considered standard/typical equipment for services provided under this contract.

16.2 Equipment Condition

All equipment of the Award Bidder shall be in good working condition and shall conform to required safety standards.

16.3 Prohibited

Use of BCPS equipment is prohibited.

17 RESPONSE TIME

Physical response time shall be within two (2) hours of notification, or as specified and required by BCPS when the call is placed. The Award bidder is to physically show up at the site and provide services.

18 WARRANTY

18.1 Term of Guarantee

The Award Bidder shall unconditionally guarantee the materials and workmanship of all equipment and materials furnished by the Award Bidder, its subcontractors or suppliers for a period of at least two (2) year from the date of acceptance of the installation by BCPS. If the manufacturer warrants equipment for a period longer than two years the Award Bidder shall pass through this time frame to BCPS.

18.2 Completion Time

All warranty work shall be done within seventy two (72) hours of notification of the work to be done.

18.3 Repeat Visits

Award Bidder shall not charge BCPS for any repeat visit for the same problem occurring within thirty (30) days of the original visit.

19 HAZARDOUS MATERIAL INFORMATION

19.1 Prohibited

19.1.1 Asbestos or Asbestiform

No new, replacement or restoration materials shall contain asbestos or asbestiform minerals in an amount greater than 0.0% as determined by polarized light microscopy (PLM) as prescribed in Federal Regulation 40 CFR 763.87. For materials that are tightly bound (e.g. floor tile, roofing asphalt and felts, adhesive/mastic, caulk, glaze, etc.) and for which PLM analysis is not conclusive, transmission electron microscopy must be used for analysis. If no commercially available material meets this criterion, written authorization for use of the material shall be obtained from the BCPS Project Manager. All materials delivered to or used on BCPS property must be accompanied by a manufacturer's certification to be asbestos free, based upon criterion above. The Material Safety Data Sheet may not be used for this purpose.

19.1.2 Lead

No new, replacement or restoration materials shall contain lead in an amount greater than 0.00 milligrams per liter or 0.00 milligrams per kilogram. If no commercially available material meets either criterion, written authorization for use of the material shall be obtained from the BCPS Project Manager.

19.2 Abatement

Award Bidder(s) shall not be responsible for performing any asbestos abatement services. BCPS will have all asbestos containing material abated prior to commencement of work by Award Bidder(s). Award Bidder(s) will not initiate any work which will disturb any asbestos

containing material. Failure to adhere to this policy may result in termination of the contract for cause.

19.3 Preventing Contamination

Building materials in BCPS facilities may contain asbestos and/or lead paint. To prevent contamination or exposure, no work shall be performed by Award Bidder(s) that would disturb any building material(s). This shall include, but not be limited to the following activities: cutting, drilling and/or moving ceiling tiles. Award Bidder(s) shall notify the BCPS Project Manager in writing as soon as it is known that approval will be needed for a particular activity. BCPS shall respond to Award Bidder(s) request in writing to approve or deny the particular activity.

20 PROFESSIONALISM

20.1 Professional Workmanship

BCPS requires all work to be completed utilizing "Professional Workmanship". BCPS shall very closely monitor and examine the services provided and shall only accept a "Professional Job". The following shall be considered some reasons for immediate termination of a company for "Un-professionalism":

20.1.1 Failure to Have Required Material

Failure of the Award Bidder to have the required materials and equipment with them to execute a project without undue delay to leave the project and pick up supplies and/or equipment is unprofessional. BCPS reserves the right to bring in any other contractor in order to complete work that is not completed in a timely fashion.

20.1.2 Failure to Sign-In & Out

Failures of the Award Bidder to have all personnel sign into and out of the main office of any school, whenever that school's office is open.

20.1.3 Failure to Use Qualified Personnel

Failure of the Award Bidder to utilize properly trained experienced and qualified personnel to perform services for BCPS sites. The individuals doing the work at the BCPS sites shall:

20.1.3.1 Listed as Employee

Be on the "list" of employees being utilized by that Award Bidder for work on any BCPS site.

20.1.3.2 Trained / Experienced

Be properly trained and experienced to perform services as specified.

20.1.3.3 Refrains from Making Comments / Gestures

Refrain from making any comments and/or gestures to the BCPS personnel; and, refrains from making any comments and/or gestures to fellow workers that could be interpreted as inappropriate and/or obscene.

20.1.3.4 Dressed Appropriately

Be dressed appropriately to work in the environment. The employee shall prominently display the name of their company on a badge, shirt and/or hat that clearly identifies them as an employee of the Award Bidder. Additionally, personnel may be asked to wear visitor's badges while performing the work under this contract.

20.1.3.5 Work Area Restriction

Remain within the confines of the work area.

20.1.3.6 Eliminating Dangers

Complete all work without exposing anyone to dangers

20.1.4 Clean Up

Award Bidder personnel shall clean up all debris caused as a result of the work and dispose of same. Upon completion of each day's work the Award Bidder shall clean up the work area entirely and leave the area in a safe condition.

20.1.4.1 Property Damage

Damage to BCPS property, buildings, roads, and yards, curbs, due to improper protection of BCPS equipment, furnishings, and adjacent areas during the work must not occur.

20.1.4.2 Dumping Leftovers / Cleaning Tools

Dumping of left over materials on BCPS property, and/or cleaning tools and equipment and leaving debris is un-professional.

20.1.4.3 Area Clean-Up

Failure to clean-up the affected surrounding area upon completion of tile work is un-professional.

20.2 Immediate Termination

Immediate termination of a company for not providing "Professional Workmanship" as determined by BCPS, using criteria determined by BCPS and not necessarily only industry standards, shall result in:

20.2.1 Payment

Award Bidder being paid for all work completed to date. Any monies required to complete in-progress work/services shall be deducted from those owed, prior to final payment. In the event the monies due exceed the amount BCPS owes that Award Bidder, the monies required to complete services in progress shall be owed BCPS by that Award Bidder.

20.2.2 Prohibited from Bidding

Immediate termination may bar Award Bidder from being able to bid on any BCPS projects for up to twelve (12) months from the date of termination.

21 SUBCONTRACTORS

The Award Bidder(s) SHALL NOT SUB-CONTRACT TO, NOR UTILIZE the services of any subcontractor **without the expressed prior consent of BCPS**. Use of a subcontractor prior to obtaining the expressed prior written consent of BCPS shall result in immediate termination of the contract for cause.

22 INTERRUPTION OF SERVICE

22.1 Planned Services Interruptions

Planned interruption of telephone, security alarm, WATER and/or fire alarm service under this contract shall be coordinated with BCPS Department of Physical Facilities at least five (5) business days in advance of the expected occurrence.

22.2 Temporary Electric Power

Schools and/or Offices will require a temporary electric power source, during any interruption, to maintain the security system, fire alarm system and telephone system.

22.3 Maintaining Temporary Power

This temporary power shall be available and maintained by the Award Bidder(s) until power/service is restored.

22.4 On-Site Personnel

If an on-site generator/pump/water supply is provided by Award Bidder, an Award Bidder employee shall also be on site 24 hours per day until power is restored.

22.5 Repairs to Accidental Interruptions of Services

Award Bidder(s) shall be responsible for repairing accidental interruption(s) of utilities, caused by the Award Bidder, at the Award Bidder's expense.

23 PERMITS – LICENSES – CERTIFICATIONS - MANIFESTS

23.1 Permits

It is the responsibility of the Award Bidder to pay for and/or make applications for permits as required for the work under this contract. All permits, licenses and taxes shall be the responsibility of the Award Bidder and not additional cost to BCPS. If required, any permits and/or licenses shall be plainly posted on the work site.

23.2 Licenses / Certifications

23.2.1 On-File

Prior to the issuance of any Purchase Order, Work Order, Notice to Proceed, Release Number or any other authorization to begin work under these specifications, all Bidders must have copies of all required licenses and/or certifications on file with BCPS. These licenses and/or certifications must be current and up to date and comply with all Federal, State and local licensing requirements. Copies of all certifications and a list of all transporters acting as subcontractors must be submitted by the bidder with the Proposal Pages.

23.2.2 Agency Approval / Licensing

Bidders must be approved and/or licensed by Baltimore County and/or the State of Maryland.

23.3 Manifests

It is the responsibility of the Award Bidder to prepare all manifests required for the hauling of regulated wastes and other related materials from BCPS sites. It is the responsibility of the Award Bidder to pay for and/or make applications for permits as required for the work under this contract. All permits, licenses and taxes shall be the responsibility of the Award Bidder at no additional cost to BCPS.

24 APPLICABLE STANDARDS AND GUIDELINES

24.1 Compliance Responsibility / Liability

Award Bidder(s) shall assume full responsibility and liability for the compliance with all applicable federal/state/county laws, regulations, standards, licensing requirements and patented systems pertaining to all work practices.

24.2 Safety

All work is to be handled in complete compliance with OSHA and MOSHA requirements. Every effort is to be made to insure the safety of all individuals during work, as well as, during operation.

24.3 Worker Protection

Award Bidder(s) shall assume full responsibility and liability for the protection of workers, visitors to the work site and persons occupying areas adjacent to the work site.

24.4 On-Hand Documentation

Award Bidder(s) shall have available, copies of all applicable codes, regulations, standards, documents and this specification.

24.5 Conflicts

Where conflicts among the requirements of the codes, regulations, standards, documents and this specification exist, the most stringent requirement shall be utilized by the Award Bidder(s).

25 INVOICING AND PAYMENT

The Award Bidder is to submit an original invoice and a copy to BCPS Department of Physical Facilities, by completed project. Award Bidder shall invoice BCPS on or before the tenth (10th) day of each month and the invoice shall contain the following:

25.1 Tracking Number

BCPS Purchase Order Number, Release Number, Work Order Number and other tracking numbers as designated by BCPS must appear on all documentation.

25.2 Facility

The invoice must indicate the name of the facility where the work was performed and include an itemized list of the materials that have been provided and installed. All jobs must be invoiced separately. It is imperative that a "copy" of the invoice be sent to appropriate BCPS contact in order to issue payment. Failure to submit the "copy" shall result in a delay of payment.

25.3 Award Bidder Employees

Employee names and the number of hours each employee worked on site must be listed. Date(s) of service shall be included which must correspond to the sign in/out sheet located in the school office. All labor rates shall be paid in one half (1/2) hour increments.

25.4 Hours Worked

Total number of "working" hours for each individual (total)

25.5 Start-Stop

Start and Stop (completion) date of the project.

25.6 Material Reimbursement

Invoices that include reimbursement for all material must include the following: Attach an itemized listing which includes the approved materials provided and installed. Materials shall be priced at the Award Bidders cost (including tax) plus 20% markup. Upon request by BCPS the Award Bidder will have to provide proof of cost by receipt, to the satisfaction of BCPS. The formulas for the Award Bidder's Cost of materials Reimbursement Amount is as follows:

Award Bidder's Cost of Materials = (Price of item) plus (Applicable Taxes)

Reimbursement Amount = (1.20) times (Award Bidder's cost of materials)

25.7 Amount Due

Total dollar amount due.

25.8 Rental Equipment

BCPS will not pay for rented or leased equipment fees in addition to the hourly rate quoted, unless, approved specifically by the designated BCPS representative, in advance of their use.

25.9 Invoice Format

The Award Bidder(s) are to have an invoice format approved by BCPS within ten (10) days of notification of award.

25.10 Invoice Submission

One original and one duplicate invoice shall be submitted to:

Baltimore County Public Schools
Office of Maintenance, Suite 204
Office of Accounting

9610 Pulaski Park Drive
Baltimore, MD 21220
ATTN: John Cossentina

ALL INVOICES MUST BE SUBMITTED WITHIN 30 DAYS OF WORK COMPLETION

26 PROPOSAL/BID SUBMISSION

26.1 Return of Proposals/Bids to:

BALTIMORE COUNTY PUBLIC SCHOOLS
OFFICE OF PURCHASING
MBU-510-12 CONTRACTED SERVICES: **INSPECTION, MAINTENANCE, REPAIR AND
INSTALLATION OF BLEACHERS & STADIUM
SEATING**

ATTN: Melvin E. Burley
1940 Greenspring Drive, Suite "G"
Timonium, MD 21093

26.1.1 Marking Proposal

Proposals/Bids must have the Bid Due Date and Time, bidder's name, and the above address on the **OUTSIDE** of the return envelope. Plainly print the words **"SEALED BID"** on the outside of the envelope to avoid premature opening of the bid.

26.1.2 Bid Delivery

All bids must be delivered to the above address by the specified due date and time. Bids returned to any other address will not be considered.

26.2 Documentation to Return with Proposal

Bidders are advised that they shall return ALL OF THE FOLLOWING with their "Proposal"; Part IV, ALL: (Pages 1 through 15) --- Complete, sign and return with bid.

26.2.1 Price Proposal

Part IV, Pages 1 of 14 through 4 of 14

26.2.2 Acknowledgement of Addenda

Part IV, Page 5 of 14 --- Bidders are reminded that the "Addenda" page should be completed and returned whether or not an actual addenda page was issued for this bid. Complete, sign and return with bid.

26.2.3 Proposal Sheet

Part IV, Page 6 of 14 --- Complete, sign, and return with bid.

26.2.4 State of Maryland Anti-Bribery Affidavit

Part IV, Page, Page 7 of 14 --- BCPS receives funding from various sources. In order to maintain this funding, BCPS must have the required affidavits on file with each bid. Complete, sign and return with bid.

26.2.5 State of Maryland Tax Certification

Part IV, Page 8 of 14 --- BCPS receives funding from various sources. In order to maintain this funding, BCPS must have the required affidavits on file with each bid. Complete, sign and return with bid.

26.2.6 Certification Regarding U.S. Government Debarment, Suspension, Ineligibility, and Voluntary Exclusion

Part IV, Page 9 of 14 --- BCPS receives funding from various sources. In order to maintain this funding, BCPS must have the required affidavits on file with each bid. Complete, sign and return with bid.

26.2.7 References

26.2.8 Part IV, Page 10 of 14 --- Complete, sign and return with bid

26.2.9 Board of Directors - Diversity Affidavit

Part IV, Page 11 of 14 --- Sign and return with bid.

26.2.10 Small Business Enterprise Affidavit

Part IV, Page 12 of 14 --- If applicable, complete sign and return with bid

26.2.11 Small and Minority Business Utilization Affidavit

Part IV, Pages 13 of 14 --- Complete, sign, notarize, and return with bid.

26.2.12 No Bid Sheet

Part IV, Page 14 of 14 --- This page should be returned if you are not participating in the bid.

26.2.13 SBE/MBE Statement of Intent

Part V, Pages 8 of 11 --- Complete, sign, and return with bid.

26.2.14 SBE/MBE Request for Waiver

Part V, Pages 9 of 11 --- Complete, sign, notarize, and return with bid.

26.2.15 SBE/MBE Minority Subcontractor Unavailability Certificate

Part V, Pages 10 of 11 --- Complete, sign, and return with bid.

26.2.16 "Bleacher Repair Service Workers Form"

Exhibit C - Complete, sign and return with proposal/bid

26.2.17 Bidder Point of Contact

Bidders should indicate/provide the name and contact information on their point of contact for this contract.

26.2.18 Contractor's License

All Bidders must submit a copy of their contractors State license and a copy of their Class A contractor's license.

26.2.19 All Other Documentation

All other information and/or forms and/or affidavits specified in this Solicitation and/or Addenda issued.

26.3 Proposal/Bid Copies to Submit

All proposals shall be "original". No proposal copies or duplication shall be provided to BCPS at time of bid. Submit one complete original proposal only.

26.4 Late Proposals/Bids

Proposals received after the published due date/due time will be rejected as non-responsive.

26.5 Improper/Incomplete Proposals

Proposals submitted improperly and/or incomplete may be deemed non-responsive.

27 BID OPENING

27.1 Names & Prices

At the bid, opening the bidders' names and prices will be read. Each participating bidder shall receive a copy of the Bid Tabulation as an attachment to their copy of the letter(s) of intent to award. Non-participants will not receive a copy of the Bid Tabulation until after Board approval.

27.2 Evaluation

Complete evaluation of the bids will not take place at the opening and no indication of award will be made at the opening. The recommended award(s) will be available in the Office of Purchasing after the completed evaluation.

27.3 Proposal/Bid Review

Bids will not be available for review by bidders at the bid opening. BCPS reserves the right to review all materials and present a recommendation to the Board of Education prior to bids being available for review. Bid documents will only be available for review after approval of the contract by the Board. Bidders may call the Office of Purchasing to set up a date and time for reviewing bid documents.

28 BIDDER REGISTRATION

Bidders are invited to register on the BCPS "Vendor Self-Service". Award Bidder(s) are required to register. Please follow the registration instructions below:

28.1 Vendor Self -Service

ALL Bidders are advised that the Baltimore County Public Schools has a new "Vendor Self-Service" available to all interested bidders. **IMPORTANT— ONE TIME ONLY— ALL**

COMPANIES SHALL do the following to register with BCPS. Failure to register may result in rejection of the bid as non-responsive:

- 28.1.1 Go to our website at www.bcps.org
- 28.1.2 **Click** onto "Business"
- 28.1.3 **Click** onto "Vendor Self-Service"
At the TOP of the Page
- 28.1.4 **Click** on "Create a New Account" OR "Updating Your Existing Account"
PRINT THE INSTRUCTIONS
- 28.1.5 **Click** "Back" on your Internet Browser
- 28.1.6 **Click** on Register and follow the directions you have just printed
- 28.1.7 **Complete** the application. Record your UserID and Password for future use.

Note: Step-by-step instructions can be found on the "Vendor Self Service" web page for Creating a New Account or Updating Your Existing Account.

28.2 Website Access

Bidders are advised that if you do not have access to the website through your home or business, that the Baltimore County Public Schools has two computers available for your use in our Office of Purchasing located at 1940 Greenspring Drive, Suite "G", Timonium, MD 21093. The "Vendor Self-Service" (VSS) is accessible to all interested bidders at this location. Assistance is also available for making the proper connections.

28.3 Required Information

Entering the required information into the VSS site is the first step towards doing business with BCPS. If you have already done business with BCPS in the past, much of your information may already be present. You may only have to confirm or update the existing information.

28.4 Bidder's Hotline

BCPS has a bidder's Hotline in place that is updated weekly to inform interested parties of bids that have been issued. For information regarding bids, please call 410-887-7819 **OR**: Go to our website at www.bcps.org and **Click** onto "Offices"; **Click** onto "Purchasing Office"; **Click** onto "Bid Board"; **Click** onto "Invitation to Bid".

29 PERFORMANCE APPRAISAL

This project will be evaluated from award to closeout. The Office of Purchasing currently utilizes Rating Source, an internet application, to evaluate vendor performance while construction projects are underway at predetermined intervals or milestones. Rating Source can be accessed at www.ratingsource.com. Rating Source is a 360° evaluation process wherein each team member is evaluated by other team members and evaluates these same team members. Award Bidder and major sub-contractors will be asked to complete and return a Request for Project Information form. Rating Source instructions can be accessed at: www.bcps.org/offices/purchasing. BCPS estimates that participation in the survey process may require up to one hour of supervisory-level time per interval, and intervals may occur as frequently as every 60 days. The successful contractor and major sub-contractors will be furnished with written and verbal instructions about how to participate in this evaluation process, and will be expected to participate fully in the evaluation process for the duration of the contract period. Online access to completed evaluations is not guaranteed and will be at the discretion of BCPS. Please contact the Office of Purchasing with any further questions

END OF PART II: SPECIFICATIONS--GENERAL REQUIREMENTS

PART III- TECHNICAL SPECIFICATIONS

1 GENERAL SCOPE AND SERVICES

1.1 Intent of Solicitation

This solicitation is designed to provide the full range of bleacher services by providing Inspection, Installation, Repairs and Services at various locations (approximately 175 schools, approximately 60 Bleachers and 30 Grandstands) of Baltimore County Public Schools (BCPS). The award bidder will be tasked to take a complete inventory of all Bleacher Systems in place in accordance with the requirements of the Office of Contract Maintenance Services. The work is typical for all aspects of Bleacher work and will include, but is not limited to, the following:

1.2 Preventative Maintenance Requirements

Inspect bleacher and grandstand systems annually, lubrication, tightening of bolts, anchors and supports and replacing missing bolts washers etc.

1.3 Award Bidder Responsibilities

1.3.1 Certified / Licensed Technicians

Provide skilled, certified/licensed technicians to service all BCPS bleacher and grandstand units including but not limited to Alum-A-Stand, American Leisure Design, Dant Clayton Corp., Folding Bleacher Co., Hussey, Interloc VOC, Medart, Safway, Universal and Wayne Iron Works to complete specific projects in conjunction with emergency equipment failures, routine services, renovations, additions, demolition, fire damage, additions, and/or modifications at any BCPS site. Within the scope of this work the Award Bidder would be responsible for providing the labor, material and supervision to provide the services and complete any project in a timely fashion.

1.3.2 Authorization to Work

Provide all work under the direction of the Department of Physical Facilities, Contract Maintenance Services. Award Bidder(s) must obtain prior authorization from the Department of Physical Facilities, Contract Maintenance Services before commencing any service for BCPS. This includes work that is initiated by any means, by any school, office, PTA, organization, or individual. This requirement is a safety issue. Special conditions may be present at the site of the proposed work that would be a potential health hazard to students, faculty, staff, and/or parents.

1.3.3 Responsiveness

Respond to all service calls as stipulated within this solicitation. Time is of the essence.

1.3.4 Supervision

Provide proper supervision for all technicians at the site.

1.3.5 Materials

Provide materials to complete the project as specified by BCPS. Any material substitutions must be approved by BCPS.

1.3.6 Equipment

Provide equipment for proper installation, repair or service. Includes special equipment if required.

1.3.7 Specifications

Provide prints/drawings, specs, scope of work for approval to BCPS.

1.3.8 Safeguards

Safeguard their materials, tools, and equipment. The BCPS shall not assume any responsibility for vandalism and/or theft of materials, tools and/or equipment.

1.3.9 Adherence to Regulations

Provide all preparation, installation, repairs and services, and clean-up in a manner approved by OSHA, MOSHA, AHERA, and BCPS.

1.3.10 Telephone

Provide a company phone for employees on site for all phone calls. Personal or business phone calls are not to be made on BCPS phones unless it is an "emergency".

1.3.11 Troubleshooting

Troubleshoot the problem: identify the cause of the problem, the components affected, and affect the repair in a professional and timely manner for any units, and/or any other component that makes up the Bleacher System; to include associated mechanical, electrical /electronic connections.

1.3.12 Identify Potential Problems

Examine the related unit and all components at that site. Notify BCPS of any conditions, that currently may not be causing a problem, potentially will cause a problem in the future if preventative maintenance is not performed.

1.3.13 Sub Contractor Usage

Obtain written consent from BCPS before utilizing the services of any subcontractor. If use of a subcontractor is approved by BCPS, all work must be coordinated with BCPS Department of Physical Facilities, Contract Maintenance Services (CMS) Division.

1.3.14 Hazardous Materials Prohibition

Provide non-hazardous material. Any hazardous material that must be incorporated into a repair shall be approved for use, prior to being brought into the site. The Award Bidder is to provide MSDS Sheets for all materials used on site, whenever applicable.

1.3.15 Temporary Repairs

Provide all materials required to complete the repair in a proper and professional manner. Any "temporary" repairs are to be brought to the immediate attention of the BCPS CMS representative and shall be "permanently" corrected upon receipt of the part(s). BCPS reserves the right to bring in any other contractor in order to complete a repair that is not completed by Award Bidder in a timely fashion.

1.3.16 Inspection of Work

All work shall be subject to inspection by one or more representatives of BCPS. Any work that does not meet these specifications or any work that is found to not be in compliance with Federal, State and/or Local Safety/Fire codes shall be corrected at the Award Bidder(s) expense.

2 RESPONSE TIME

2.1 Regular Services Call

Physical response time for regular service calls shall be within four (4) hours of notification, or as specified and required by BCPS when the call is placed. The Award bidder is to physically show up at the site and perform services as required.

2.1.1 Guarantee

Award Bidder(s) is guaranteed a minimum of one (1) hour on site for each call.

2.1.2 Failure to respond

Failure to respond within timeframe requested at time of placing service call may result in termination of the contract for cause with that Award Bidder.

2.2 Emergency Response Time

Physical response time for emergency service calls shall be within one (2) hours of notification, or as specified and required by BCPS when the call is placed. The Award bidder is to physically show up at the site and perform services as required. Failure to respond within timeframe requested at time of placing service call may result in termination of the contract for cause with that Award Bidder.

2.2.1 Notification

If Award Bidder cannot respond to the emergency within the time period specified above, Award Bidder must notify BCPS at the time of the phone call. This will enable BCPS to go to the next Award Bidder for performing the emergency work.

2.2.2 For all emergency responses, Award Bidder is guaranteed:

A minimum of one (1) hour on site for each call

3 EQUIPMENT

3.1 Special Equipment

Any special equipment required, special or standard under this contract should be owned by the Award Bidder as a part of the typical work involved and shall be normally available on the dispatched vehicle.

3.2 Equipment Condition

All equipment of the Contractor shall be in good working condition and shall conform to required safety standards.

3.3 Rental Charges

All associated rental charges for equipment not owned by the Award Bidder are considered overhead and is to be included in the pricing provided and will not be an extra expense. (Note: A dumpster shall not be considered a reimbursable charge.)

3.4 BCPS Equipment

Use of BCPS equipment is prohibited.

4 REIMBURSEMENT FOR MATERIALS

The Award Bidder is to provide an itemized list of materials that have been provided for the project with their invoice. This list is to be priced at the Award Bidders cost (including tax) plus 20% markup. Upon request of BCPS the Award Bidder shall provide proof of cost by receipt, to the satisfaction of BCPS. The formulas for the Award Bidder's Cost of materials Reimbursement Amount is as follows:

Award Bidder's Cost of materials = Price of item + (plus) Applicable Taxes

Reimbursement Amount = Award Bidder's cost of materials x (times) 1.20

5 INVOICING AND PAYMENT

5.1 Invoice Submission

The Award Bidder is to submit an original invoice and a copy to BCPS, by completed project. Award Bidder shall invoice BCPS on or before the tenth (10th) day of each month and the invoice shall contain the following:

5.1.1 Annotation

Purchase Order Number, Release Number and Work Order Number as assigned by BCPS,

5.1.2 Invoice

The invoice must indicate the name of the facility where the work was performed and include an itemized list of the materials that have been provided and installed. All jobs must be invoiced separately.

5.1.3 Employee(s)

Employee names and the number of hours each employee worked on site must be listed. All labor rates shall be paid in one half (1/2) hour increments.

5.1.4 Hours

Total number of "working" hours for each individual (total) shall be noted.

5.1.5 Start / Stop

Start and Stop date of the project.

5.1.6 Reimbursement

A total reimbursement amount for all material shall be included.

Attach an itemized invoice with the materials listed that have been provided and installed is to be priced at the Award Bidders cost (including tax) plus 20% markup.

5.1.7 Total

Total dollar amount due.

5.1.8 Rented / Leased Equipment

BCPS will not pay for rented or leased equipment fees in addition to the hourly rate quoted, unless, approved specifically by the designated BCPS representative, in advance of their use.

5.1.9 Invoice Format

The Award Bidders are to have an invoice format approved by the Division of Facilities within ten (10) days of notification of award.

5.2 Included With Invoice

Bidders will submit all invoices with the information identified above. All invoices will include the following attachments: Award Bidder's Service Technician Work Sheets [detailed description of work completed, technicians performing work and man-hours, material/parts used], Equipment Inspection Sheets **[EXHIBIT A]** for each Annual PM.

6 HOURLY RATES

6.1 Hourly Rate Definitions

Definitions: The "Regular Hourly Rate" is for one licensed/certified Technician on-site working. Helper/Apprentice workers, when required, will be compensated at 60% times the Technician's Hourly Rate.

6.1.1 Regular Hourly Rate

"Regular Hourly Rate": In effect from 7:00 A.M. until 5:00 P. M. Monday through and including Friday. The rate is for one (1) Journeyman or Licensed/Certified Technician on-site working. All hourly rates are to be inclusive of all overhead,

including but not limited to: driving time to and from the job site, materials, proper disposal, paperwork, salary of employees, and profit. The hourly rate must include overseeing and providing the work.

6.1.2 Overtime Rate

"Overtime Rate": **"Overtime Rate" is 1.5 times the "Regular Hourly Rate"**.

Overtime will be paid for hours other than those specified in the "Regular Hourly Rate" [Evenings 5:00pm through 7:00am and weekends]. NOTE: BCPS does not pay any overtime rates unless prior authorization is received.

6.1.3 Working Hours

"Working Hours": are those hours the employees are actually on site working, excluding lunch time and/or breaks.

6.1.4 Incidental Material

"Incidental materials" shall be included in the hourly rate and will not be an addition cost to BCPS (Such as flux, solder, clean-up rags, gloves, wire ties ect.)

6.2 Authorization

The "Hourly Rate" is to be charged to BCPS unless specifically authorized overtime or double time by the BCPS Department of Physical Facilities, Contract Maintenance Service Representative for that project.

7 SIGN-IN AT THE SITE

The Award Bidder is to have the lead technician sign-in/sign-out of the daily maintenance log located in the main office of the school/site. This will be considered standard operational procedure for all work unless a BCPS Department of Physical Facilities, Contract Maintenance Services Representative is on site to verify starting and quitting times. In addition to signing in/out the lead technician will make personal contact with the Assistant Principal in charge of the Building or the Chief Custodian and brief them on the purpose of your visit. Upon completion of work, the lead technician will provide copies of the technician's work tickets to either the Building Operation Supervisor or the Assistant Principal in charge of the building, along with a verbal description of the work completed and any anticipated future concerns, which may require the chief to initiate a BCPS, MCSD Work Order into the system.

8 ASBESTOS ABATEMENT

The Award Bidder(s) shall not be responsible for performing any asbestos abatement services. BCPS will have all asbestos containing material [ACM] abated prior to the repair work by the Award Bidders. The Award Bidder will not initiate any work which will disturb any ACM. Failure to adhere to this policy may result in termination of the contract for cause.

9 PRE-POST JOB SURVEY [EXHIBIT A]

9.1 Pre-Job Damage Survey

The Award Bidder shall be responsible for doing a "pre-job" damage survey of the equipment in order to identify any existing property damage of the equipment or system prior to beginning the work. This survey will be conducted with the Chief Custodian or Assistant principal in charge of the building prior to starting work.

9.2 Pre-Existing Damages

Existing damaged items identified on this survey will be the responsibility of BCPS.

9.3 Award Bidder Responsibility

Any items not identified on this survey will be the responsibility of the Award Bidder. The Award Bidder will be required to repair all areas to the satisfaction of BCPS or BCPS may have these items corrected and deduct the cost of these repairs from any monies owed or which may become due to the Award Bidder.

9.4 Copies of Surveys

Copies of the Pre & Post Equipment Survey will be provided to the Chief Custodian or the Assistant Principal in charge of the building, as well as copies will be attached to and forwarded with the Award Bidders Invoice to be placed on file at Contract Maintenance Services.

10 PURCHASE ORDER ISSUANCE

10.1 Authorization to Work

BCPS will issue a purchase order to each Award Bidder. However, this in no way commits BCPS to purchase this dollar amount of services and/or materials or equipment, or to purchase any. Receipt of the purchase order does not authorize the Award Bidder to provide any services and/or materials or equipment under this contract and BCPS reserves the right to change the dollar amount of the purchase order, at any time, to adjust for increased or decreased need of services and/or materials or equipment.

10.2 BCPS Authorizing Representative

Release of work and/or materials or equipment under this contract will be by the individual(s) specifically assigned by the Department of Physical Facilities, Contract Maintenance Services. The names will be provided by BCPS to the Award Bidders and these individuals are the only authorizing agents for having services, materials, or equipment provided under these purchase orders.

11 APPLICABLE STANDARDS AND GUIDELINES

The Award Bidder shall be responsible and liable for being in compliance of all applicable laws, regulations, standards, licensing requirements and patented systems pertaining to all BLEACHER systems, work practices, hauling and disposal of debris, protection of workers, visitors to the site and persons occupying areas adjacent to the work site. Award Bidders shall have copies of all applicable Federal, State and Local safety/fire codes, regulations, standards, documents and Manufacturer's Specifications available.

END OF PART III: TECHNICAL SPECIFICATIONS

PART IV- FORM OF PROPOSAL
(SUBMIT ONE ORIGINAL ONLY)

1 PRICE PROPOSAL

1.1 Bidder Agreement

DATE: _____

PROJECT TITLE: **CONTRACTED SERVICES: INSPECTION, MAINTENANCE,
REPAIR AND INSTALLATION OF BLEACHERS**

BCPS BID NUMBER: **MBU-510-12**

BID SUBMITTED BY: _____
(Full Name of Company...Inc, LLC,)

REGISTERED MARYLAND CONTRACTOR NO: _____

SUBMITTED TO: Baltimore County Public Schools
Office of Purchasing
1940 Greenspring Drive, Suite G
Timonium, Maryland 21093

1.2 Cost Declaration

As the duly authorized representative of the firm, I hereby declare that I have carefully examined the Part I: Terms and Conditions, Part II: Specifications - General Requirements, Part III: technical Specifications and addenda issued, including all notes. I have received clarification on all items upon which any doubt arose. I understand that all these forms are part of the contract, and agree to complete all work as required and as specified. The undersigned hereby agrees to furnish all labor, materials, supplies, equipment and other facilities necessary and proper to complete all work called for in the manner provided in this solicitation for Baltimore County Public Schools and will meet the defined schedules agreed upon.

2 PRICE PROPOSAL - INSTRUCTIONS:

BIDDERS ARE REQUIRED TO SUBMIT PRICING FOR EVERY ITEM. BIDDERS NOT RESPONDING TO EVERY ITEM SHALL BE DEEMED NON-RESPONSIVE.

BCPS EXPECTS THAT VENDORS WILL SEEK/PROVIDE THE LOWEST PRICES AVAILABLE IN THE MOST EXPEDIENT DELIVERY TIME FRAMES ENSURING THAT SYSTEMS ARE RETURNED TO FUNCTIONING AS SOON AS POSSIBLE

TOTAL COMPUTED COST = two times item 1 plus one times item 2

(Signature of Bidder) (Date)

3 COST

Contracted Services: Inspection, Maintenance, Repair and Installation of Bleachers

"Combined Time and Material Hourly Rate" for repairs: In effect from approximately 7:00 AM until approximately 5:00 PM Monday through and including Friday. The rate is for one (1) Journeyman or Licensed/Certified Technician and one (1) Apprentice/Entry Level Technician, on-site working.

All hourly rates are to be inclusive of all overhead, including but not limited to: driving time to and from the job site, materials, proper disposal, paperwork, salary of employees, and profit. The hourly rate must include overseeing and providing the work.

ITEM 1: HOURLY RATE" for one (1) Technician

ITEM 1 BASE BID: \$ _____ (IN DOLLARS)

ITEM 1 BASE BID: _____ (IN WRITING)

ITEM 2: Fixed Rate for one (each) Bleacher System per Part III: Section 1; paragraph 1.2 Preventative Maintenance Requirements and Exhibit A

ITEM 2 BASE BID: \$ _____ (IN DOLLARS)

ITEM 2 BASE BID: _____ (IN WRITING)

ITEM 3: Fixed Rate for one (each) Grandstand System per Part III: Section 1, paragraph 1.2 Preventative Maintenance Requirements and Exhibit A

ITEM 3 BASE BID: \$ _____ (IN DOLLARS)

ITEM 3 BASE BID: _____ (IN WRITING)

(Signature of Bidder) (Date)

4 WITHDRAWAL OF SOLICITATION

This bid may be withdrawn at any time prior to the actual opening of the bids but cannot be withdrawn for a period of ninety (90) days after the bid opening. The fee proposed for this project is to be in the form of a Lump Sum bid.

5 CONDITIONAL BIDS/PROPOSALS

Conditional bids/proposal will not be accepted

6 PROJECT SCHEDULES AND DAMAGES

The undersigned agrees to deliver services in accordance with the agreed upon schedules. The Owner may obtain the services from the next favorable award bidder and charge that award bidder who has accepted the work the difference in cost associated with getting the work completed where the initial award bidder fails to deliver the services on time an/or as agreed upon.

7 MBEUA

Bidder must acknowledge receipt /review by including a signed and notarized copy of the Minority Business Enterprise Utilization Affidavit with their bid; Part IV, Page 11 as well as submit the completed SBE/MBE procedures at time of proposal.

8 BID BOND

NOT REQUIRED

9 PAYMENT / PERFORMANCE BOND

NOT REQUIRED

10 PRE-QUALIFICATION

Bidder must provide a certificate of pre-qualification with their proposal/bid.

11 ADDENDA

Bidder(s) **must** acknowledge receipt of all addenda [issued] to the Solicitation/Specifications by completing and submitting the "Acknowledgement of Addenda" form in Part IV.

12 CONTRACT

If the undersigned receives written notice of award of the Contract, at his designated address, within ninety (90) days after bid opening (or later if bid has not been withdrawn), the undersigned agrees to execute and deliver a Contract and all other documentation required in accordance with the bid as accepted, within ten (10) working days after receiving notice.

(Signature of Bidder) (Date)

13 **WARRANTY TO THE LUMP SUM**

The undersigned affirms that the above "Costs" represents the entire cost of the services to be provided in accordance with the Solicitation Documents and that no claim will be made on account of any indexes or any other rate affecting the construction industry and/or this project. NOTE:

Bidder **must** select one.

NOTE: Bidder **must** select one.

If a corporation, give the state of incorporation using the phrase, "A corporation organized under the laws of _____."

If an individual using a trade name, give individual name, using the phrase, "An individual doing business under the firm name of _____."

If a partnership, give name of the partners using also the phrase, "Co-partners trading and doing business under the firm name of _____."

Respectfully submitted,

(Company Name of Bidder)

By _____
(Authorized Representative)

(Official Title)

(Business Address - Street)

(Business Address - City, State Zip Code)

Contractor's Maryland Registration Number)

(Phone)

14 Acknowledgement of Addenda

BALTIMORE COUNTY PUBLIC SCHOOLS

DIVISION OF BUSINESS SERVICES
1940 GREENSPRING DRIVE, SUITE G
TIMONIUM, MARYLAND 21093

DEPARTMENT OF FISCAL SERVICES

OFFICE OF PURCHASING
TELEPHONE: (410) 887-4336
FAX: (410) 887-7831

CONTRACTED SERVICES: INSPECTION, MAINTENANCE, REPAIR AND INSTALLATION OF BLEACHERS

ADDENDA:

(If applicable) Please complete and return with your bid response.

I, the undersigned, acknowledge receipt of the following addenda to this solicitation.

Addendum #1 - Date Received _____

Addendum #2 - Date Received _____

Addendum #3 - Date Received _____

Addendum #4 - Date Received _____

Signature

Title

Vendor Name

15 CERTIFICATIONS, AFFIDAVITS & ACKNOWLEDGMENTS

15.1 Proposal Sheet

BALTIMORE COUNTY PUBLIC SCHOOLS

DIVISION OF BUSINESS SERVICES
1940 GREENSPRING DRIVE, SUITE G
TIMONIUM, MARYLAND 21093

DEPARTMENT OF FISCAL SERVICES

OFFICE OF PURCHASING
TELEPHONE: (410) 887-4336
FAX: (410) 887-7831

CONTRACTED SERVICES: INSPECTION, MAINTENANCE, REPAIR AND INSTALLATION OF BLEACHERS

- I / We _____ certify that to the best of my/our knowledge, that neither this firm, nor any of its officers, directors to partners nor any of its employees directly involved in obtaining contracts with Federal, State or Local Agencies have been found in violation or attempting to violate procurement articles of the Annotated Code of Maryland (S.F. Section 16.202).
- 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, and equipment, and (contracted) services, and is in all respects fair and without collusion or fraud.
- I / We _____ certify that all material and equipment bid by this firm, to be supplied to the Baltimore County Public Schools meets all safety and health standards as prescribed by the rules and regulations of the Maryland Occupational Safety and Health Act (MOSHA). MOSHA STANDARDS 29 CFR 1910.
- I / We _____ certify that all materials delivered to, and/or used or brought on to BCPS property is accompanied by a manufacturer's certification verifying/confirming item(s) to be "asbestos free."
- I / We _____ certify that this firm adheres to or follows non-discriminatory practices with respect to the employment or promotion of personnel without regard to color, creed, race, sex, or national origin.
- I / We _____ propose to furnish, package, mark, and deliver to the Baltimore County Public Schools, the supplies, materials or equipment as required in the accompanying specifications at the unit prices indicated.
- I / We _____ certify that this firm is aware of and adheres to Section 11-722(c) of the Criminal Procedure Article, of the Annotated Code of Maryland.

Is your company a certified Minority Business Enterprise with the State of Maryland? ☐ Yes ☐ No MDOT # _____

Please indicate which group qualifies the business as a Minority Business Enterprise: *(circle all that apply)*
(African American) (Asian) (Women) (Hispanic) (American Indian) (Alaskan Native) (Physical or Mental Disabled Individual)

Is your company a small business with less than fifty-employees (50),
that generates annual revenue less than seven (7) million dollars? ☐ Yes ☐ No

Is your business located within Baltimore County, Maryland? ☐ Yes ☐ No

As the duly authorized representative of the bidder and having the legal authority to make this proposal, I hereby declare that I have carefully examined Part I: Terms and Conditions and Part II: Specifications-General Requirements, forming a part of the agreement and agree to furnish all permits, inspections, labor, equipment, and materials to complete work as specified for the price indicated, in the manner provided within these specifications, and especially on subsequent pages of this Proposal Sheet, for the Baltimore County Public Schools.

COMPANY _____ FEDERAL ID# _____

ADDRESS _____
(street) (city, state) (zip code)

TYPED NAME/TITLE _____

SIGNATURE _____

TELEPHONE _____ FAX _____ DATE _____

E-MAIL _____

RETURN BID TO Office of Purchasing
1940 Greenspring Drive, Suite G
Timonium, MD 21093
(Include Bid Number)

15.2 State Of Maryland Anti-Bribery Affidavit

BALTIMORE COUNTY PUBLIC SCHOOLS

DIVISION OF BUSINESS SERVICES
1940 GREENSPRING DRIVE, SUITE G
TIMONIUM, MARYLAND 21093

DEPARTMENT OF FISCAL SERVICES

OFFICE OF PURCHASING
TELEPHONE: (410) 887-4336
FAX: (410) 887-7831

**CONTRACTED SERVICES: INSPECTION, MAINTENANCE, REPAIR AND INSTALLATION
OF BLEACHERS**

I HEREBY CERTIFY that

1. I am the _____ and the duly authorized representative of the firm
of _____ whose address is _____
_____ and that I possess the legal authority to make this
affidavit on behalf of myself and the firm for which I am acting.
2. Except as described in paragraph 3 below, neither I, nor to the best of my knowledge, the above firm,
nor any of its officers, directors, or partners, or any of its employees directly involved in obtaining
contracts with the State or any county, bi-county, or multi-county agency, or subdivision of the State
have been convicted of, or have pleaded *nolo contendere* to a charge of, or have during the course of
official investigation or other proceeding admitted in writing or under oath acts or omissions committed
after July 1, 1997, which constitute bribery, attempted bribery, or conspiracy to bribe under the
provisions of Article 27 of the Annotated code of Maryland or under the laws of any state or federal
government.
3. (State "none" or, as appropriate, list any conviction, please, or admission described in paragraph 2
above, with the date; court, official, or administrative body; and the sentence or disposition, if any.)

I acknowledge that this affidavit is to be furnished to the requesting agency, to the Secretary of Budget
and Fiscal Planning of Maryland, and, where appropriate, to the Board of Public Works and the
Attorney General under 16-202, S.F. of the Annotated Code of Maryland. I acknowledge that if the
representations set forth in this affidavit are not true and correct, the State may terminate any contract
awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit
in compliance with 16-203, S.F. of the Annotated Code of Maryland, which provides that certain
persons who have been convicted or have admitted to bribery, attempted bribery, or conspiracy to
bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts
with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true
and correct.

Witness

Signature

Date

DIVISION OF BUSINESS SERVICES
1940 GREENSPRING DRIVE, SUITE G
TIMONIUM, MARYLAND 21093

OFFICE OF PURCHASING
TELEPHONE: (410) 887-4336
FAX: (410) 887-7831

At the time a bid or proposal for a State procurement contract of \$10,000 or more is submitted, the bidder or offeror shall certify to the procurement officer that the bidder or offeror has paid all taxes, unemployment insurance contribution, reimbursement payments, and interest not barred by limitations and payable to the comptroller, the Department of Assessments and Taxation or the Department of Economic and Employment Development or has provided for payment in a manner satisfactory to the unit responsible for collection; and if the bidder or offeror is a vendor of tangible personal property, the bidder or offeror possesses a valid sales and use tax license under Title 11, Subtitle 7 of the Tax - General Article.

I acknowledge that this certificate is to be furnished to the requesting agency, and to the Comptroller of the Treasury, Sales and Use Tax Division under 13-222, S.F. of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this certificate are not true and correct, the State may terminate any contract awarded and take any other appropriate action.

I do solemnly declare and affirm under the penalties of perjury that the contents of this certificate are true and correct.

Signature
Date

Name/Title (please type or print)	Name/Title (please type or print)	Date
-----------------------------------	-----------------------------------	------

15.4 Certification Regarding U.S. Government Debarment, Suspension, Ineligibility and Voluntary Exclusion

BALTIMORE COUNTY PUBLIC SCHOOLS

DIVISION OF BUSINESS SERVICES
1940 GREENSPRING DRIVE, SUITE G
TIMONIUM, MARYLAND 21093

DEPARTMENT OF FISCAL SERVICES

OFFICE OF PURCHASING
TELEPHONE: (410) 887-4336
FAX: (410) 887-7831

CONTRACTED SERVICES: INSPECTION, MAINTENANCE, REPAIR AND INSTALLATION OF BLEACHERS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR, part 85, Section 85.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(1) The prospective participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective participant is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Agency/Organization Representative

Signature Date

Agency/Organization

*Above certification instituted by the U.S. Department of Education for all grantees and sub grantees as of fiscal year 1990.

15.5 References

BALTIMORE COUNTY PUBLIC SCHOOLS

DIVISION OF BUSINESS SERVICES
1940 GREENSPRING DRIVE, SUITE G
TIMONIUM, MARYLAND 21093

DEPARTMENT OF FISCAL SERVICES

OFFICE OF PURCHASING
TELEPHONE: (410) 887-4336
FAX: (410) 887-7831

CONTRACTED SERVICES: INSPECTION, MAINTENANCE, REPAIR AND INSTALLATION OF BLEACHERS

YOU MUST COMPLETE AND RETURN THIS FORM WITH YOUR BID

List at least 3 projects/contracts (preferably school systems) -- one may be with BCPS, completed by your organization in the last eighteen (18) months. References--should include projects of similar scope and size for which your firm has provided similar service. Make additional copies of this page if necessary.

PROJECT #1

Date Project Completed _____

Organization's/Company's Name for Public Project #1

Brief Project Description and Bid/Solicitation Number

Representative's Name (_____) Representative's Phone # (_____) Representative's Fax # Representative's Email Address

PROJECT #2

Date Project Completed _____

Organization's/Company's Name for Public Project #1

Brief Project Description and Bid/Solicitation Number

Representative's Name (_____) Representative's Phone # (_____) Representative's Fax # Representative's Email Address

PROJECT #3

Date Project Completed _____

Organization's/Company's Name for Public Project #1

Brief Project Description and Bid/Solicitation Number

Representative's Name (_____) Representative's Phone # (_____) Representative's Fax # Representative's Email Address

**DIVISION OF BUSINESS SERVICES
1940 GREENSPRING DRIVE, SUITE G
TIMONIUM, MARYLAND 21093**

OFFICE OF PURCHASING
TELEPHONE: (410) 887-4336
FAX: (410) 887-7831

This documentation is required by the statutory regulation, Bids, §5-112, Annotated Code of Maryland. Education enacted July 1, 2000. All bidders interested in submitting proposals on school construction projects shall provide information that identifies the diversity of its Board of Directors. Said diversity shall be identified by completion of this form. Failure to provide said documentation may be cause for rejection of the bidder's proposal as non-responsive.

BCPS Bid No.

[illegible]

PART IV: FORM OF PROPOSAL - Page 11 of 14

15.7 Small Business Enterprise Affidavit

BALTIMORE COUNTY PUBLIC SCHOOLS

DIVISION OF BUSINESS SERVICES
1940 GREENSPRING DRIVE, SUITE G
TIMONIUM, MARYLAND 21093

DEPARTMENT OF FISCAL SERVICES

OFFICE OF PURCHASING
TELEPHONE: (410) 887-4336
FAX: (410) 887-7831

**CONTRACTED SERVICES: INSPECTION, MAINTENANCE, REPAIR AND INSTALLATION
OF BLEACHERS**

The undersigned does hereby make the following Affidavit. I affirm that my company or I am a Small Business Enterprise (SBE). A Small Business is a for-profit business, other than a broker, that meets the following criteria:

- .1 it is independently owned and operated;
- .2 it is not a subsidiary of another business;
- .3 it is not dominant in its field of operation;
- .4 its wholesale operations did not employ more than 50 persons, and its gross sales did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;
- .5 its retail operations did not employ more than 25 persons, and its gross sales did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;
- .6 its manufacturing operations did not employ more than 100 persons, and its gross sales did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;
- .7 its service operations did not employ more than 100 persons, and its gross sales did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years; and
- .8 its construction operations did not employ more than 50 persons, and its gross sales did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years.
- .9 BCPS reserves the right to request tax documents to support such a claim.

Name and Title: _____

Company: _____

Street Address: _____

City, State, Zip: _____

Business Phone: _____

Signature	Date	Witness	Date
-----------	------	---------	------

Print Name Signed Above

Print Name Signed Above

¹Board of Education of Baltimore County Policy No. 3200; Board of Education of Baltimore County Superintendent's Rule No. 3200 (Policy Adopted 9/10/96).

15.8 Small and Minority Business Enterprise Utilization Affidavit

BALTIMORE COUNTY PUBLIC SCHOOLS

DIVISION OF BUSINESS SERVICES
1940 GREENSPRING DRIVE, SUITE G
TIMONIUM, MARYLAND 21093

DEPARTMENT OF FISCAL SERVICES

OFFICE OF PURCHASING
TELEPHONE: (410) 887-4336
FAX: (410) 887-7831

CONTRACTED SERVICES: INSPECTION, MAINTENANCE, REPAIR AND INSTALLATION OF BLEACHERS

The undersigned as contractor does hereby make the following Affidavit. I acknowledge the Minority Business Enterprise participation goal of fourteen percent (14%) for the contract with the Baltimore County Board of Education, and commit to make a good faith effort to achieve this goal. In the solicitation and subcontract quotations or offerors, all SBE and MBE subcontractors and suppliers were provided not less than the same information and amount of time to respond to the solicitation as non-Small Business Enterprise and Minority Business Enterprise subcontractors.

The solicitation process was conducted in such a manner so as to otherwise not place SBE and MBE subcontractors at a competitive disadvantage to non-SBE and MBE subcontractors.

I UNDERSTAND THAT THE FAILURE TO SUBMIT THIS AFFIDAVIT TO THE BOARD OF EDUCATION MAY RESULT IN A DETERMINATION THAT THIS BID IS NON-RESPONSIVE.

I understand that if I am identified as the apparent low bidder for the award of this contract, I must submit the MBE documentation described in the bid documents within ten (10) working days of receiving notification of the potential award. Furthermore, I understand that failure to comply with this contract requirement may result in a determination that my bid is non-responsive and therefore would not be awarded to me.

I understand that I must submit the SBE/MBE documentation described in the bid documents at the same time of bid. Furthermore, I understand that failure to comply with this contract requirement may result in a determination that my bid is non-responsive and therefore would not be awarded to me.

I understand and agree that, if awarded the contract, we will implement the provisions of the above paragraph with respect to subcontracts to be let after the award of the contract, but that such subcontracts will not be let until the Board of Education has reviewed and approved the SBE/MBE submittals.

I understand and agree that, if awarded the contract, I will and do hereby authorize representatives of the Baltimore County Board of Education to examine, from time to time, the books, records and files of this organization to the extent that such data relates and pertains to the affirmative action pursuant to this contract.

I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing document are true and correct to the best of my knowledge, information, and belief.

Company Name

Signature

Address

Printed Name

Sworn and subscribed before me this _____ day of _____ in the year _____

Notary Public

MBE Utilization Affidavit Master Form (July 2002)

15.9 No Bid Sheet

BALTIMORE COUNTY PUBLIC SCHOOLS

DIVISION OF BUSINESS SERVICES
1940 GREENSPRING DRIVE, SUITE G
TIMONIUM, MARYLAND 21093

DEPARTMENT OF FISCAL SERVICES

OFFICE OF PURCHASING
TELEPHONE: (410) 887-4336
FAX: (410) 887-7831

CONTRACTED SERVICES: INSPECTION, MAINTENANCE, REPAIR AND INSTALLATION OF BLEACHERS

PLEASE CHECK THE APPROPRIATE ITEM/S

____ 1. We wish to submit a NO BID at this time. The reason for submitting a NO BID is:

*Failure to complete the above and return this form to the Purchasing Office may result in your removal
from the Baltimore County Public School approved vendor list for this bid.

____ 2. Please include our name to RECEIVE FUTURE BIDS for the FOLLOWING GOODS/SERVICES:

____ 3. Please DELETE our name from future bids for this commodity.

____ 4. Please COMPLETE the following:

Is your company a certified Minority Business Enterprise with State of Maryland? ____ Yes ____ No MDOT# ____

Please indicate which group qualifies the business as a Minority Business Enterprise.

African American Asian Women Hispanic American Indian Physically or Mentally disabled individual

Is your company a small business with less than fifty (50) employees which generates an annual revenue
less than ten (10) million dollars? ____ Yes ____ No

Is your business located within Baltimore County, Maryland? ____ Yes ____ No

COMPANY

AUTHORIZED SIGNATURE

TYPED NAME/TITLE

ADDRESS

CITY/STATE/ZIP

PHONE

FAX

Return to:

Baltimore County Public Schools
Purchasing Officer
1940 Greenspring Drive, Suite G
Timonium, MD 21093

END OF PART IV: FORM OF PROPOSAL

PART V- SMALL BUSINESS AND CERTIFIED MINORITY BUSINESS ENTERPRISE PROCEDURES

**SMALL BUSINESS ENTERPRISE AND CERTIFIED MINORITY BUSINESS
ENTERPRISE PROCEDURES**

FOR

BALTIMORE COUNTY FUNDED CONTRACTS

Baltimore County Public Schools

Focused on Quality, Committed to Excellence

Effective: April 2, 2001

Revised: April 7, 2005

BALTIMORE COUNTY PUBLIC SCHOOLS

Joe A. Hairston, Superintendent

Towson, Maryland 21204-3711

SMALL BUSINESS ENTERPRISE AND CERTIFIED MINORITY BUSINESS ENTERPRISE DOCUMENT CHECK LIST FOR BALTIMORE COUNTY FUNDED CONTRACTS

1 SMALL BUSINESS AND CERTIFIED MINORITY BUSINESS ENTERPRISE UTILIZATION AFFIDAVIT

The bidder shall submit this affidavit with the bid proposal; failure to submit may result in the bid being determined non-responsive.

2 SMALL BUSINESS/CERTIFIED MINORITY BUSINESS ENTERPRISE AND POTENTIAL AWARD BIDDER'S STATEMENT OF INTENT

This form shall be completed and signed by bidder and each SBE/MBE firm selected as part of the bidder's team.

3 REQUEST FOR WAIVER (IF APPLICABLE)

This form shall be submitted by the bidder if necessary. See procedures for instructions.

4 SMALL BUSINESS AND CERTIFIED MINORITY BUSINESS ENTERPRISE SUBCONTRACTOR UNAVAILABILITY CERTIFICATE

This certificate must be signed by the bidder and accompanied by a list of small and certified minority business enterprise subcontractors or suppliers found to be unavailable.

5 STANDARD MONTHLY CONTRACTOR'S REQUISITION FOR PAYMENT

The potential award bidder shall complete this form with each requisition submitted for payment.
This form shall be completed for construction projects only.

BALTIMORE COUNTY PUBLIC SCHOOLS
Division of Physical Facilities
Melanie Webster
Minority Business Enterprise Officer
Timonium Business Park
1940 Greenspring Drive, Suite G
Timonium, MD 21093

Telephone: 410-887-4334
Fax: 410-887-7831

Baltimore County Public Schools
**SMALL BUSINESS ENTERPRISE AND CERTIFIED MINORITY BUSINESS ENTERPRISE
PROCEDURES FOR COUNTY FUNDED CONTRACTS**

1 PURPOSE

To attempt to achieve a minimum of 14 percent of the total dollar value of all contracts directly or indirectly with small business and/or certified minority enterprises when Baltimore County funds are utilized.

2 EFFECTIVE DATE

These procedures have been approved by Baltimore County Public Schools (BCPS), supersede previously approved Small Business and Certified Minority Business Enterprise procedures, and are in effect on or after April 2, 2001.

3 DEFINITIONS

3.1 Small Business:

A small business is a for-profit business, other than a broker, that meets the following criteria:

3.1.1 Independently Owned

Small Businesses are owned independently;

3.1.2 Not a Subsidiary

Small Businesses are not a subsidiary of another company;

3.1.3 Wholesale Operations

The wholesale operations of a Small Business did not employ more than fifty-(50) persons, and its gross sales did not exceed an average of two million dollars (\$2,000,000) in its most recently completed 3 fiscal years;

3.1.4 Retail Operations

The retail operations of a Small Business did not employ more than twenty-five (25) persons, and its gross sales did not exceed an average of two-million dollars (\$2,000,000) in its most recently completed 3 fiscal years;

3.1.5 Manufacturing Operations

The manufacturing operations of a Small Business did not employ more than one-hundred (100) persons, and its gross sales did not exceed an average of two-million dollars (\$2,000,000) in its most recently completed 3 fiscal years;

3.1.6 Service Operations

The service operations of a Small Business did not employ more than one-hundred (100) persons, and its gross sales did not exceed an average of two-million dollars (\$2,000,000) in its most recently completed 3 fiscal years; and,

3.1.7 Construction Operations

The construction operations of a Small Business did not employ more than fifty (50) persons, and its gross sales did not exceed an average of seven million dollars (\$7,000,000) in its most recently completed 3 fiscal years.

3.2 Request for Supporting Documentation

BCPS reserves the right to request tax documents to support a claim of Minority Business status.

3.3 Certified Minority Business Enterprise (MBE)

A Certified MBE is any legal entity, other than a joint venture, which holds a certification issued by the Maryland State Department of Transportation or other recognized municipalities, which identify the legal entity as a Minority Business Enterprise.

3.4 MBE Liaison

Minority Business Enterprise Liaison means the employee of the Board of Education designated to administer the Board's Small Business Enterprise and Certified Minority Business Enterprise Procedures.

The MBE Liaison may assist the potential award bidder in identifying SBE/MBE firms that could participate in the contract.

3.5 Potential Award Bidder

Potential Award Bidder means a bidder deemed responsive and responsible pending approval by the Board of Education.

3.6 Award Bidder

Award Bidder means a responsive and responsible bidder approved by the Board of Education.

3.7 Proposal Rejection

Failure to provide required SBE/MBE participation forms may result in the rejection of the proposal.

4 IMPLEMENTING PROCEDURES

4.1 Each Proposal Shall Include The Following:

4.1.1 SBE & Certified MBE Affidavit

A notarized Small Business Enterprise and Certified Minority Business Utilization Affidavit must be included with bidder's proposal/bid.

4.1.2 Statement of Intent

A properly executed Small Business Enterprise/Certified Minority Business Enterprise and Potential Award Bidder's Statement of Intent form for each SBE/MBE participating in the contract that describes:

- (1) The contract work to be performed, or items furnished by the SBE/MBE
- (2) The proposed timetable for performance
- (3) The agreed prices to be paid for the work or supplies; and
- (4) The percentage of the total value of the contract

4.1.3 Request for Waiver

If the bidder is unable to achieve the contract goal of 14 percent for SBE/MBE participation, the bidder will submit a written request for waiver by completing the Request for Waiver form, which shall include the following:

4.1.3.1 Efforts to Portion Work

A detailed statement of the efforts made by the bidder to identify and select portions of the work to be performed by subcontractors and/or suppliers in order to increase the likelihood of achieving the stated goal;

4.1.3.2 Soliciting SBE/MBE

A detailed statement of the efforts made by the bidder to solicit SBE/MBE firms;

4.1.3.3 Contact with SBE/MBE

A detailed statement of the bidder's efforts to make personal contact with SBE/MBE firms identified for item (2) above;

4.1.3.4 Records

A record of the name, address, telephone number, and dates contacted for each SBE/MBE firm identified in items (2) and (3) above;

4.1.3.5 Information Provided to SBE/MBE

A description of the information provided to SBE/MBE firms regarding the plans, specifications, and the anticipated time schedule for portions of the work to be performed;

4.1.3.6 Reason for Rejection

A detailed statement of reasons for the rejection of a subcontractor's quotation from the SBE/MBE firm which the bidder considers not to be acceptable; and,

4.1.3.7 SBE/MBE Not Available

A list of SBE/MBE subcontractors and/or suppliers found to be unavailable. This list shall be accompanied by a Small Business Enterprise/Certified Minority Business Enterprise Subcontractor Unavailability Certificate form signed by the SBE/MBE firm and the bidder.

4.1.4 Request for Waiver

In the event a bidder seeks a waiver of the fourteen percent (14%) goal, the bidder shall submit to the MBE Liaison the completed request for waiver on the

standard BCPS form with an attachment consisting of the original Supporting documentation listed immediately above 4.2.b. (1)-(7).

4.2 Bidder's Responsibilities

4.2.1 Opportunity to Compete

The bidder must ensure that SBE/MBE firms shall have the maximum practical opportunity to compete for subcontract.

4.2.2 Providing Information Requested

The bidder shall provide information and documentation as requested by the MBE Liaison.

4.2.3 Records Maintenance

The bidder shall maintain the following records:

4.2.3.1 Utilization Compliance

All documents necessary to confirm compliance with SBE/MBE utilization.

4.2.3.2 SBE/MBE Records

All written records that indicate the identity of the SBE/MBE subcontractors employed on the contract and the type/scope of work performed by the identified SBE/MBE.

4.2.3.3 Dollar Value

The actual dollar value of the work and/or services performed by the identified SBE/MBE.

4.2.3.4 Records Retention

All records and documents concerning SBE/MBE participation must be retained by the potential award bidder/award bidder for a period of three (3) years after final completion of the contract.

4.2.3.5 Records Inspection

All records and documents will be available for inspection by the MBE Liaison

4.2.4 Changing SBE/MBE Firms

In the event the bidder decides to change SBE/MBE participating firms, the bidder shall submit in writing the proposed change to the MBE Liaison for approval. All written submissions must be delivered to the MBE Liaison forty-eight (48) hours in advance of proposed implementation of the change.

4.2.5 Written Summary

At the completion of all work under the contract, the award bidder shall prepare a written summary of the final SBE/MBE participation. The final written report shall compare the proposed participation at the time of contract award with the actual participation. The written report shall include the dollar values of the proposed participation and the dollar values of the action participation for each SBE/MBE. In the event the actual dollar amount varies from the dollar value of the proposed participation by more than one percent (1%) then the award bidder shall provide a written explanation of the difference.

4.2.6 Failure to Provide SBE/MBE Participation

Failure of the potential award bidder/award bidder to provide required SBE/MBE participation may result in termination of this contract.

5 MONITORING

5.1 Liaison Responsibility

The MBE Liaison is responsible for reviewing and approving the SBE/MBE documentation

5.2 Liaison Rights

The MBE Liaison reserves the right to review the SBE/MBE participation documents during the course of this contract

<p align="center">Baltimore County Public Schools SMALL BUSINESS AND CERTIFIED MINORITY BUSINESS ENTERPRISE AND BIDDER'S STATEMENT OF INTENT</p>

PROJECT NAME: _____

PROJECT LOCATION: _____

A. Name of Bidder: _____

B. Name of SBE/MBE: _____

Indicate with an "X" SBE or MBE status: _____ MBE _____ SBE

SBE/MBE Phone Number: _____ Fax Number: _____

1. Work or Services to be performed by SBE/MBE: _____

2. Subcontract Amount: \$ _____
3. SBE/MBE Commencement Date: _____ Completion Date: _____
4. This SBE/MBE subcontract represents the following percentage of the total value of the contract: _____ %

The undersigned subcontractor and potential award bidder will enter into a contract for the work/service/supplies indicated above subject to the bidder's execution of a contract for the above referenced project with the Baltimore County Board of Education. The undersigned subcontractor is a Small Business Enterprise and/or a Certified Minority Business Enterprise (certifying agency & no. _____). The terms and conditions stated above are consistent with our agreements.

 (Signature of Subcontractor) (Date)

The terms and conditions stated above are consistent with our agreements.

 (Signature of Bidder) (Date)

BALTIMORE COUNTY PUBLIC SCHOOLS
SMALL BUSINESS AND CERTIFIED MINORITY BUSINESS ENTERPRISE REQUEST FOR WAIVER

Project Name: _____ Bid No. _____
Total contract amount (with accepted alternates).....\$ _____
14% of total contract value.....\$ _____
SBE/MBE participation in this contract.....\$ _____ (____ %)

I do hereby request that an exception be granted to the requirement that a minimum of 14 percent of the total value of this contract be placed with a Small Business Enterprise (SBE) and/or Certified Minority Business Enterprise (MBE).

I hereby certify that my position is _____ and I am the duly authorized representative of _____
(Company Name)

I do further certify that I have submitted a *Small Business Enterprise and Certified Minority Business Enterprise and Potential Award Bidder Statement of Intent* form, which reflects the percentage and dollar value of SBE/MBE participation, which my company expects to achieve for this contract. That dollar value is \$ _____ and the percentage is ____%. Therefore, the *Request for Waiver* is for \$ _____ and ____%.

To support this Request for Waiver, I include the following information as attachments, which I certify to be true to the best of my knowledge, information and belief:

- 1. A detailed statement of the efforts made to identify and select portions of the work to be performed by subcontracts in order to increase the likelihood of achieving the stated goal;
- 2. A detailed statement of the efforts made to solicit small business enterprise and/or certified minority business enterprise firms;
- 3. A detailed statement of the efforts to make personal contact with SBE/MBE firms identified for item (2) above;
- 4. A record of the name, address, telephone number, and dates contacted for each SBE/MBE firm for items (2) and (3) above;
- 5. A description of the information provided to SBE/MBE firms regarding the plans, specifications, and the anticipated time schedule for portions of the work to be performed;
- 6. A detailed statement of reasons for the rejection of a subcontractor's quotation from the SBE/MBE firm which the potential award bidder considers not be acceptable; and,
- 7. A list of SBE/MBE subcontractors found to be unavailable. This shall be accompanied by a Small Business Enterprise/Certified Minority Business Enterprise Subcontractor Unavailability Certificate form signed by the SBE/MBE firm and the potential award bidder.

Signature Date

Sworn and subscribed before me this _____ day of _____ in the year _____

Notary Public

Reviewed and approved by the Baltimore County Board of Education MBE Liaison

Signature Date

**BALTIMORE COUNTY PUBLIC SCHOOLS
SMALL BUSINESS AND CERTIFIED MINORITY BUSINESS ENTERPRISE SUBCONTRACTOR
UNAVAILABILITY CERTIFICATE**

Section I	<p>It is hereby certified that the firm of _____ (Name of SBE/MBE firm)</p> <p>Located at _____ was offered an (Complete Mailing Address)</p> <p>opportunity to bid on the _____ school project in Baltimore County by (Name of School)</p> <p>_____ located at _____ (Name of Bidder) (Complete Mailing Address and Telephone Number)</p>
Section II	<p>The _____ is either unavailable for the work/service, is unable (Name of SBE/MBE Firm)</p> <p>to prepare a bid for this project or did not respond to a request for a price proposal for the following reason(s):</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>_____ (Certifying Agency & Number)</p> <p>_____ (Telephone Number)</p> </div> <div style="width: 45%;"> <p>_____ (Signature)</p> <p>_____ (Title and Date)</p> </div> </div>
Section III	<p>To be completed by the potential award bidder if Section II of this form is not completed by the small Business or certified minority business enterprise.</p> <p>To the best of my knowledge, information and belief said Small or Minority Business Enterprise is either Unavailable for the work/service for this contract, is unable to prepare a bid, or did not respond to a request For a price proposal and has not completed the above portion of this submittal.</p> <div style="text-align: right; margin-top: 20px;"> <p>_____ (Signature)</p> <p>_____ (Title and Date)</p> </div>

LOCATION: _____ REQ NO: _____

ORGNL./ ADDTL	NAME OF SBE/MBE (Indicate SBE or MBE next to firm name)	TOTAL SBE/MBE CONTRACT	AMOUNT TO BE PAID THIS REQUISITION	PAID JULY 1, 20__ TO JUN 30, 20__	TOTAL PAID TO DATE
1	2	3	4	5	6
	TOTAL				

I certify that the figures and information presented above represent accurate and true statements and that timely payments have been and will be, made to suppliers and subcontractors on the project, as requisitioned payments are received, and in accordance with our contracts.

Authorized Signature/Date

END OF PART IV

EXHIBIT "A"

BALTIMORE COUNTY PUBLIC SCHOOLS

Bleacher/Grandstand Inspection Report

Date of Inspection: _____

Inspected by: _____

(Company's Name)

Site location: _____

(Name of School)

Inspectors: _____

All bleachers or Grandstands have been inspected, lubed and minor repairs made in accordance with IBC & NFPA requirements and are in good working conditions and have been found to be safe or not safe (circle one) for continued use.

Bleacher/Grandstand Manufacturer: _____

Type of Bleacher: (Example: Telescoping or fixed) _____

Type of Operation: Motorized or Manual (Circle one)

Number, size of Banks & rows of bleachers/Grandstands:

(Example: 4 banks @ 9 rows x 40' wide)

Aisles have: Handrails: Yes or No (circle one) & Intermediate Steps: Yes or No (circle one)

Bleachers have integral motorized operation: Yes or No (circle one)

Bleachers use : Remote Controller or key switch or manual (circle one)

Below is a summary of any additional repairs which are beyond PM procedures and will be accomplished per the quote provided:

BALTIMORE COUNTY PUBLIC SCHOOLS

Bleacher/Grandstand Inspection Report (continued)

Example of additional maintenance requirements; including parts & labor:

- One (1) Frame guide bar is bent/twisted beyond repair and should be replaced to prevent binding/jamming of stands during operation (see attached picture); our to perform this repair is \$ 110.00.
- Fifteen (15) pieces of trim are missing & need to be replaced; our cost to repair is \$ 150.00
- Two (2) deck support rollers are missing & need replacing for smooth operation (see attached picture); our cost to repair is: \$ 75.00.
- Five (5) wall buck anchors need to be replaced to prevent bleachers form detaching from the wall (Safety concern); our cost to make repairs is: \$ 50.00
- Otherwise no additional repairs are needed; Total cost for repairs is: \$350.00

See attached Inspection Sheet:

Baltimore County Public Schools

Bleacher / Grandstand Inspection Sheet

Date of Inspection: _____

Site Location: _____

Inspector's Names: _____

Services performed on Bleachers (check box):	Okay	N/A	Parts
Inspect all hardware; tighten any loose nuts, bolts or screws:	_____	_____	_____
Replaced any missing hardware:	_____	_____	_____
Lubricated all upper and lower frame guides:	_____	_____	_____
Inspected & adjusted all drive motor units for proper operation	_____	_____	_____
Aligned all sections, adjusted for smooth operation:	_____	_____	_____
Inspected all welds & bolted connections:	_____	_____	_____
Inspected all railings, steps, seats; replaced any missing hardware:	_____	_____	_____
Inspected all wall & floor anchors; replaced as needed:	_____	_____	_____
Opened/closed bleachers to ensure proper operation:	_____	_____	_____
Checked all row locks to ensure proper operation:	_____	_____	_____
Adjusted all 1 st row unlocks to function properly:	_____	_____	_____
Checked all frame wheels for damage:	_____	_____	_____
Inspected all wheel axels to ensure retaining rings intact:	_____	_____	_____
Inspected pendant control station socket for safe connection:	_____	_____	_____
Inspected Key switches for safe connection:	_____	_____	_____
Discussed proper operation with school administration:	_____	_____	_____
Provided a list quote of additional parts and labor needed:	_____	_____	_____
Checked to ensure debris, trash not present under bleachers:	_____	_____	_____

Services performed on Grandstands (check box):	Okay	N/A	Parts
Inspect all hardware; tighten any loose nuts, bolts or screws:	_____	_____	_____
Replaced any missing hardware:	_____	_____	_____
Inspected all structural steel cross bracings:	_____	_____	_____
Inspected all fencing, ties & rails:	_____	_____	_____
Inspected all steel columns & beams:	_____	_____	_____
Inspected all welds & bolted connections:	_____	_____	_____

Baltimore County Public Schools

Bleacher / Grandstand Inspection Sheet continued

- Inspected all railings, steps, seats; replaced any missing hardware:
- Provided a list quote of additional parts and labor needed:

Additional parts or labor required on Grandstands:

Additional Bleacher/grandstand Information:

Manufacturer:

--

Approximate Age:

--

Designed to reject 4" sphere:

Yes or No

Operation:

Manual or Electric or Fixed

Aisle-ways included:

Yes or No

End rail Type:

Drop-in or Fixed

Handicap accessible:

Yes or No

Safe for continued use:

Yes or No

Point of Contact:

--

Title:

--

Signature:

--

See attached shop sketches and pictures (if applicable)

Yes or No

EXHIBIT "B"

LICENSES, CERTIFICATIONS AND QUALIFICATIONS

Examples of accreditation preferred by BCPS:

EXPERIENCE & TRAINING ON SPECIFIC EQUIPMENT [YEARS OF EXPERIENCE ON PARTICULAR EQUIPMENT]:

EXHIBIT C:**BLEACHER INSTALLATION, PM, REPAIR AND SERVICE WORKERS FORM****Instructions:**

1. Complete and return **this form** with your bid. Do not provide the information on any other form or paper.

2. Bidder **MUST** provide the names positions/titles and date of hire for technicians/service technicians as well as other personnel to be assigned to perform this work as full time, non-contractual employees. A minimum of eight (8) are required.

EMPLOYEE #1	_____	_____	_____
	Name/Title of Technician	Date of hire	Years of exp
EMPLOYEE #2	_____	_____	_____
	Name/Title of Technician	Date of hire	Years of exp
EMPLOYEE #3	_____	_____	_____
	Name/Title of Technician	Date of hire	Years of exp
EMPLOYEE #4	_____	_____	_____
	Name/Title of Technician	Date of hire	Years of exp
EMPLOYEE #5	_____	_____	_____
	Name/Title of Technician	Date of hire	Years of exp
EMPLOYEE #6	_____	_____	_____
	Name/Title of Technician	Date of hire	Years of exp
EMPLOYEE #7	_____	_____	_____
	Name/Title of Technician	Date of hire	Years of exp
EMPLOYEE #8	_____	_____	_____
	Name/Title of Technician	Date of hire	Years of exp

I affirm that the above are full time properly trained, experienced, and factory certified employees and not part time, contractual, or temporary employees, and that the Bidder agrees that these are the only employees to be used for work at BCPS sites.

(Signature of Bidder)

(Date)