

BALTIMORE COUNTY PUBLIC SCHOOLS

Division of Business Services; Department of Fiscal Services; Office of Purchasing
6901 Charles Street, Building "E", 1st Floor
Towson, Maryland 21204

SPECIFICATION AND PROPOSAL

FOR

NO. 2 FUEL OIL AND ULTRA LOW SULFUR HEATING OIL

SOLICITATION NUMBER: **GDA-320-22**

BID ISSUED DATE: **April 20, 2022**

PRE-BID: A PRE-BID meeting is scheduled for **April 27, 2022, 1:00 PM.**, via teleconference.
See IFB Part II, Sec. 8.0

You must confirm your attendance by visiting this link:

[Pre-Proposal/Pre-Bid Meeting Response Form](#)

DUE DATE: **May 19, 2022**

DUE TIME: **1:30 P.M.** (Eastern Time Zone)

RETURN TO: [Bid/Proposal Submissions](#)

PUBLIC OPENING: Same date, (10 minutes after due time)
Teleconference, See IFB Pt. II, Section 11.0

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.

For updated bid information please visit our website
http://businessservices.bcps.org/departments/fiscal_services/purchasing/

BALTIMORE COUNTY PUBLIC SCHOOLS

Darryl L. Williams, Ed.D. ♦ Superintendent ♦ 6901 North Charles Street ♦ Towson, MD ♦ 21204

INVITATION FOR BIDS:

The Board of Education of Baltimore County invites firms to bid on “**NO. 2 FUEL OIL AND ULTRA LOW SULFUR HEATING OIL**” for Baltimore County Public Schools, **Solicitation # GDA-320-22**. Any inquiries regarding the specifications and/or the solicitation document shall be IN WRITING and submitted via the following link: [Bidder Inquiries](#) Verbal questions will not be taken.

Vendors proposing to bid may obtain solicitation documents beginning **April 20, 2022**. Visit [Solicitation Document Request](#) to complete the request form. Once the form is completed and received by the Office of Purchasing, a separate email with a link to the documents will be provided to the contact listed in the form **within the next eight (8) business hours of the request**. **Please be sure to check your “spam” folders within your email before submitting another request.**

A Pre-bid meeting is scheduled for **April 27, 2022, 1:00 PM Local Time**, via Microsoft Teams teleconference. **You must confirm your attendance by visiting this link:** [Pre-Proposal/Pre-Bid Meeting Response Form](#)

Sealed bids will be received until **May 19, 2022, no later than 1:30 PM Local Time** via electronic submission. **Please see Part II: Specifications – General Requirements, Section 5.0 Bid Submission for the link to submit your bid.** Bid Opening will be held approximately 10 minutes after the deadline for bid submission.

This solicitation is being offered to select a supplier(s) to provide heating oil to various school systems, county governments and state agencies on an as needed basis, including emergency deliveries.

(Commodity Code: 15101700 Fuel Oils; 15101701 Heating Fuel Oil; 15101505 Diesel Fuel.

The firms who provide materials, supplies, equipment, and/or services for the above bid shall attempt to achieve 15% participation of Minority Business and/or Small Business Enterprise organizations in response to the Board of Education’s goal for economic development. Certified Minority Business Enterprises and Small Business Enterprises are encouraged to respond to these solicitations.

Bidders shall include minority and small business enterprise material as provided herein with their proposal. Bidders failing to submit the minority and small business enterprise material as provided herein, including the Small and Minority Business Enterprise Utilization Affidavit may result in the bid being determined non-responsive.

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
Office of Purchasing



Cooperative Rider Clause

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Baltimore Metropolitan Council (“BMC”) and the Metropolitan Washington Council of Governments (“MWCOG”) to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region (“region”).

Format

A lead agency format is used to accomplish this work. The lead agency has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

1. Terms
 - a. Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.
 - b. Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.
2. Other Conditions - Contract and Reporting

The supplier/contractor and participating entity agree:

- a. The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;
- b. To provide to BMC and/or MWCOG contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;
- c. Contract obligations rest solely with the participating entities only;
- d. Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region.

A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links <https://www.baltometro.org/purchasing/about/current-bidding-opportunities>

BALTIMORE COUNTY PUBLIC SCHOOLS

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**BALTIMORE COUNTY PUBLIC SCHOOLS
PART I: GENERAL TERMS AND CONDITIONS**

1.0 DEFINITIONS

- 1.1 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.
- 1.2 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 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.
- 1.3 Definitions set forth in The American Institute of Architects (AIA) Contract Documents (modified), or in other BCPS Contract Documents are applicable to the Solicitation/Bidding Documents.
- 1.4 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.
- 1.5 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.
- 1.6 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.
- 1.7 An Alternate 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.
- 1.8 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.
- 1.9 A Bidder is any reliable and interested person, broker, vendor, contractor and/or manufacturer who responded to the solicitation /submits a Bid/Proposal.
- 1.10 An Award Bidder is a person or entity who submits a Proposal/Bid and has been approved by the Board of Education for award.
- 1.11 A Sub-contractor is a person or entity who submits a proposal or bid to an Award Bidder for materials, equipment, or labor for a portion of the Work.

2.0 AN INVITATION TO BID

- 2.1 BCPS invites all interested and qualified Contractors to submit a proposal/bid. These specifications are intended to cover the purchase of 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 In accordance with State law and BCPS policies, notices and announcements shall be published a minimum of 14 calendar days in advance of due date for any proposal/bid having a potential award value of \$25,000 or more.
- 2.3 Unless otherwise indicated, BCPS shall receive sealed proposals/bids until date and time indicated on bid or as modified by addenda. Proposals/Bids must be delivered to the BCPS Office of Purchasing located at 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204. 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.
- 2.4 Brand name and model numbers 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 The Bidder or their authorized representatives are expected to fully inform themselves 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 in the bid, the unit price shall govern or the entire proposal/bid may be declared non-responsive.
- 2.6 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 either by mail, telephone or purchase order of their award(s). When applicable, a BCPS contract document shall also be issued.
- 2.7 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 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: TECHNICAL SPECIFICATIONS.
- 2.9 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 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.

3.0 BID PREPARATION, PROPOSAL SHEET, AND BID OPENING

- 3.1 Bidder must submit one (1) original with original signatures of the 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 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 bid specification.
- 3.3 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 All bidders shall be required to complete the certificates and/or affidavits, and/or acknowledgements that are incorporated into the proposal pages of this specification. 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 At the public opening of the bid, the bidder's names and their prices will be read and posted.
- 3.5.2 Complete evaluations 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 A final recommendation(s) shall be prepared for review and approval by the Board of Education of Baltimore County.
- 3.5.4 The recommended award will be available in the Office of Purchasing after the completed evaluation.
- 3.5.5 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 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 in respect of his bid.

3.7 Any omissions, errors, conflicts, or discrepancies in this document shall be called to the attention of BCPS IN WRITING at least seven (7) business days prior to the date fixed for the opening of bids.

4.0 **MULTI-AGENCY PROCUREMENT**

4.1 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 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.

5.0 BID SECURITY

- 5.1 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 If a surety bond is required it shall be written on AIA Document A310, Bid Bond, unless otherwise provided in the Bidding Documents 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 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 bids may be withdrawn or (c) all proposals/bids have been rejected.
- 5.4 All bonds must be underwritten by surety companies which are authorized to transact surety business in the State of Maryland. If a bonding company is used that is not authorized, 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 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) days 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 shall be required for contracts and/or awards of construction contracts in excess of \$30,000.00 for the amount of 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 authorized to transact surety business in the State of Maryland and approved by the Board of Education of Baltimore County and are authorized to transact business in this State. Performance Bond 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, 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204.

5.5.2 Payment Bond shall be required for contracts and/or awards of construction contracts in excess of \$30,000.00 for the amount of 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, 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204.

5.6 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 Agent. 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 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 Certified checks 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, 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204.

5.7 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. Letters 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, 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204.

5.8 ACCEPTABLE BID SECURITY

5.8.1 Baltimore County Public Schools may require performance or payment bonds, or both, on supply, service, maintenance, or construction-related service contracts if the contract is expected to exceed \$100,000.

Acceptable security for bid, performance, and payment bonds is limited to a bond in a form satisfactory to Baltimore County Public Schools underwritten by a surety company authorized to do business in the State of Maryland.

Should the bidder be denied corporate surety credit for whatever reason Baltimore County Public Schools will accept an Irrevocable Trust Receipt (ITR) issued by an individual surety. This individual surety must work through insurance agents licensed in the State of Maryland, in accordance with Maryland law.

5.8.2 The bidder electing to use a bond provided by an individual surety shall provide evidence with the bond in a form satisfactory to Baltimore County Public Schools that the Contractor has been denied credit by a corporate surety within the past 3 years from the date the bond was submitted, based on a good faith application by the contractor, and the Individual surety transacts business only through an insurance agency licensed to do business in the State of Maryland. A letter issued and duly authorized from the conventional bonding company denoting the “reason for denial” must be submitted with the bid as “Proof of Denial”, and provided that the individual surety can meet all Maryland statutory and regulatory requirements, including, but not limited to, Subtitle 6 of Title 21 of the code of Maryland regulations. Failure to meet the bonding requirement(s) shall be cause for immediate rejection of the bid.

5.8.3 Individual sureties for contracts and bonds shall be United States citizens. An individual surety may be accepted only if a security interest or recorded mortgage creating a lien on assets acceptable to the procurement officer is provided to the State by the individual surety and, an individual surety shall submit documents with a bond that confirms the assets supporting the bond. Acceptable assets include, but are not limited to;

1. Cash or certificates of deposit,
2. Cash equivalents held with a federally insured financial institution,
3. Assets that are evidenced by a security interest, including an irrevocable trust receipt issued by the financial institution or by an independent trustee in the name of Baltimore County Public Schools, and are issued in accordance with Commercial Law Article, §9-109, Annotated Code of Maryland.

5.8.4 Unacceptable assets include, but are not limited to:

1. Notes or accounts receivable and,
2. Foreign securities and,
3. Real property as follows:
 - a. Real property located outside of the State and,
 - b. Real property that is the principal residence of the surety and,

- c. Real property owned concurrently, regardless of the form of co tenancy, including joint tenancy, tenancy by the entirety, and tenancy in common, except where all cotenants agree to act jointly.

5.8.5 Whenever a bond with a security interest in real property is submitted, the individual surety shall provide:

1. Evidence of title in the form of a certificate of title prepared by an attorney or a title insurance company licensed by the State;
2. Title evidence showing:
Fee simple title vested in the contractor or surety along with any concurrent owners;
Whether any real estate taxes are due and payable and,
All recorded encumbrances.

5.8.6 Acceptability as an individual surety:

1. A corporation, partnership, or other unincorporated association or firm,
2. A member of a partnership, if that member is a principal obligor,
3. Stockholders of corporate principals are acceptable as individual sureties, provided their qualifications are independent of the stockholder's financial holdings.

5.8.7 If a bond with a security interest in personal property is submitted, the individual surety shall provide evidence of title in a form satisfactory to Baltimore County Public Schools. Except for irrevocable letters of credit and irrevocable trust receipts, Uniform Commercial Code (UCC) security interests in personal property assets shall be provided to Baltimore County Public Schools.

6.0 TIE BIDS

6.1 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 In the event a tie bid still exists, the Manager, Office 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.

7.0 BID PRICES

- 7.1 Any bidder may withdraw his bid submission prior to the bid opening date and time specified. After this, BCPS has a period of one-hundred twenty (120) calendar 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 Unit Prices must be rounded off to no more than two (2) decimal places, unless otherwise specified.
- 7.3 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 BCPS reserves the right to accept price reductions from the award bidder during the term of this contract.
- 7.5 BCPS will not accept any proposals with bidder escalator clauses, unbalanced figures or irregular features.
- 7.6 If a Base Bid and/or Alternate amount contain contradictory terms, typewritten terms prevail over printed terms, handwritten terms prevail over both, and words prevail over numbers, the dollar amount expressed in words shall govern.

8.0 TAXES AND PERMITS

- 8.1 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 Award Bidders shall obtain and pay for any permits required.

9.0 BILLING AND PAYMENTS

- 9.1 All invoices are to be submitted in duplicate and mailed as specified and directed to either:
 - Baltimore County Public Schools
Engineering & Construction
9610 Pulaski Park Drive, Suite 204
Baltimore, Maryland 21220
 - OR
 - Baltimore County Public Schools
Accounts Payable
6901 Charles Street, Building "E"
Towson, Maryland 21204
- 9.2 To expedite payments you must follow these guidelines:

- 9.2.1 All invoices must contain a valid Baltimore County Public Schools' purchase order number.
- 9.2.2 An itemized packing slip including the purchase order number and dollar amounts must accompany all supplies and materials delivered.
- 9.3 Standard BCPS payment terms are net 30 days. Payments made directly by BCPS will be made within 30 days from invoice date or receipt of goods, whichever is later. Payments made by any other agency may not meet these terms.
- 9.4 Payment in full will only be made upon completion of contract.

10.0 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 located in Baltimore County, Maryland.

11.0 ADDENDA

- 11.1 All changes to the bid specifications will be made through appropriate addenda issued from the Office of Purchasing.
- 11.2 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 Copies of Addenda will be made available for inspection wherever Bid Documents are on file.
- 11.4 All changes to the bid documents will be made through the appropriate addenda. Any and all such interpretations and any supplemental instructions will be available to all project plan holders. Addenda will be issued a minimum of five (5) business days prior to the date fixed for the opening of bids, excluding date of bid opening, unless the addendum issued extends the due date of the bid. It is the bidders' 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.
- 11.5 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.

12.0 INSURANCE

- 12.1 Award Bidder's LIABILITY INSURANCE

12.1.1 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:

- .1 claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
- .4 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;
- .5 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;
- .6 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
- .7 claims for damages because of employee dishonesty by any of the Award Bidder's employees.

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

.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 Contractor's;
- .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
- .2 Comprehensive Automobile Liability
 - Liability - \$1,000,000
 - Personal Injury Protection - Statutory
 - Uninsured Motorists - Statutory
- .3 Workers' Compensation--Maryland Benefits - Statutory
Employer's Liability - \$100,000
- .4 Blanket Fidelity
- .5 **Prime Contractor** Pollution Liability:
 - Each Occurrence Limit: \$1,000,000
 - General Aggregate Limit: \$1,000,000

Claims Made or Occurrence Forms are acceptable

12.1.3 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 BCPS'S 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 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 affect 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 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 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 BCPS maintains a copy of all policies, which are available to the Award Bidder for inspection before an exposure to loss may occur.
- 12.3.5 If the Award Bidder requests in writing that insurance for risks other than those described in Subparagraph 12.3.1 or other special hazards are included in the property insurance policy, the BCPS shall, if possible, include such insurance, and the cost thereof shall be charged to the Award Bidder by appropriate Change Order.
- 12.3.6 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, replacement of damaged work shall be covered by an appropriate Change Order.

12.3.7 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 be 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 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 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 on account 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 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 (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.**

12.5.2 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.

13.0 **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 as a result of such purchases will be deducted from the monies owed or monies which may become due.

14.0 **TERMINATIONS/SUSPENSIONS FROM CONTRACT**

14.1 Termination by BCPS for Cause

14.1.1 BCPS may terminate the Contract if the Award Bidder:

- .1 persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Award Bidder and the Subcontractors;
- .3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 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 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:
- .1 take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Award Bidder
 - .2 accept assignment of subcontracts and
 - .3 finish the Work by whatever reasonable method BCPS may deem expedient.
- 14.1.3 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 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 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 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 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 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 The Contractor agrees that the Contractor does not have a right to termination for convenience.

14.3 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.

15.0 DRUG, TOBACCO, AND ALCOHOL

15.1 All Baltimore County Board of Education and BCPS properties are "drug, tobacco, and alcohol free zones" as designated by federal, state and local laws and by Board of Education policy. Neither the Contractor nor any of the Contractor's employees, subcontractors or agents will be permitted to have any illegal drugs; tobacco products; or alcohol products while performing their duties under this Contract and while working on Board of Education and BCPS property. Use or possession of illegal drugs, tobacco products, or alcohol products on school property will result in immediate removal of the offending individual(s). BCPS reserves the right to issue, at a minimum, a verbal directive to the offending individual(s) to comply with this prohibition and to cease use. The Contractor will be notified in writing of any violation(s).

15.2 Any subsequent offense by any individual or individuals may result in a permanent ban from the project for the offender(s), with appropriate formal notice to the Contractor. BCPS reserves the right to document any offenses in the

Contractor's file maintained by the Office of Purchasing. BCPS further reserves the right to address any substance use infraction by any means it deems necessary, up to and including termination of the Contract. In the event that a Contract is terminated as a result of a substance abuse infraction, BCPS will provide an "unsatisfactory" reference when references are requested.

16.0 APPEAL PROCESS

16.1 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 For an appeal of recommendation of award of contract, the decision of the Purchasing Agent shall be reviewed by the Manager, Office of Purchasing. 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 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 Executive Director, Division of Physical Facilities. This action shall occur not later than seven days from the date of award of contract. The Executive Director, Division of Physical Facilities reserves the right to meet with the protesting Bidder as a part of the appeal investigation. A formal written decision will be issued by the Executive Director, Division of Physical Facilities in a timely manner.

16.1.3 Should the Bidder wish to pursue the appeal of award of contract further, administrative procedures have been established for such action, which will be outlined at the time the appeal is made.

16.2 Appeal of Suspension or Termination.

16.2.1 Any Award Bidder objecting to their Suspension or Termination may protest the action to the Department of Physical Facilities by formally notifying the Executive Director, Department of Physical Facilities 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, Department of Physical Facilities, or his designee, to present his issues.

- 16.2.2 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 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 for Non-Appropriation of Funds or for loss of Appropriated funds: NONE
- 16.5 Any costs incurred in the appeal process will be borne by the bidder(s) in all instances.

17.0 LITIGATION PROCEDURES

- 17.1 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, the matter shall, 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 All questions involving interpretation of the Contract Documents which 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 BCPS, Department's Executive Director.
- 17.3 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.

18.0 DISCRIMINATION

- 18.1 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 the BCPS setting forth the provisions of this nondiscrimination clause.
- 18.2 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 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 In the event 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 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.

19.0 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.

20.0 BUY AMERICAN STEEL ACT

Bidders shall comply in every respect with Article 21, Section 17 – 301 to Section 17 – 306, Annotated Code of Maryland.

21.0 AMERICAN DISABILITIES ACT

BCPS 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 BCPS at least seventy-two (72) hours in advance of the published bid opening date and time to arrange for such services.

22.0 NON-HIRING OF EMPLOYEES BY AWARD BIDDER OR BCPS

22.1 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 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.

23.0 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.

24.0 POLITICAL CONTRIBUTION DISCLOSURE

The Contractor shall comply with the provisions of the Election Law Article §§14-104 through 14-108 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 \$100,000 or more, shall file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$500 to a candidate for elective office in any primary or general election, as required by §14-104.

25.0 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.

26.0 ANNULMENTS AND RESERVATIONS

- 26.1 BCPS reserves the right to reject any or all proposals and re-advertise for other bids.
- 26.2 BCPS reserves the right to waive technical defects within submittals.
- 26.3 BCPS reserves the right to order the said equipment, materials, supplies or services as described within the specifications, and also reserves the right not to order any.
- 26.4 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 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 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 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 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 reserves the right to discussions resulting in best and final offers.
- 26.7.1 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 on the basis of 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 Should BCPS determine that further discussions would be in the best interests of the BCPS, the Purchasing Agent shall establish procedures and schedules for conducting discussions and will notify qualified Bidders.
- 26.7.3 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 for boilers, equipment or buildings are the responsibility of BCPS and shall not be part of this Agreement.
- 26.9 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 which is in any way incomplete or irregular.

27.0 DELIVERY REQUIREMENTS

- 27.1 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 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. 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.

28.0 INSPECTIONS

- 28.1 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 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 which 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.

29.0 COMPLIANCE WITH SPECIFICATIONS

- 29.1 The bidder shall abide by and 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 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 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 Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern.
- 29.5 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.

30.0 GUARANTEE AND WARRANTY

- 30.1 The Award Bidder 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 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 The Award Bidder must act as the manufacturer's agent for all warranty claims.

31.0 SUBCONTRACTORS

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

32.0 AWARD BIDDER'S RESPONSIBILITY

- 32.1 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 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 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 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 shall Award Bidders use BCPS garbage and/or recycling dumpsters to dispose of debris.
- 32.5 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 Award Bidders are responsible for coordinating planned interruptions of utility service with BCPS.
- 32.7 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 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 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 At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Solicitation, Specification, 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 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 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.

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.

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).

- 32.13 Award Bidders must submit semi-annual statistical reports via email in an Excel format prescribed by BCPS for the periods of January to June and July to December each year. Reports are due, without notice, to BCPS on August 1 and February 1, respectively, following the end of each six-month period. Failure of the BCPS to remind Award Bidders that the reports are due does not relieve the BCPS of the responsibility of submitting the reports on time. The semi-annual reports must show the dollars spent in connection with this contract by the participating entities and may show other reporting categories mutually agreed upon by BCPS and Award Bidders. Failure to submit the reports on time may constitute unsatisfactory performance under the terms of the contract.

33.0 SAFETY AND CODE REQUIREMENTS

All materials and labor shall comply with the following requirements:

- 33.1 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 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 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 MOSHA meeting the CFR-1910 MOSH Standard.
- 33.4 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 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 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 ceiling tile and 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.

33.7 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.

- 33.8 All Baltimore County codes and regulations including the latest edition of the International Building Code are relevant.
- 33.9 Public Law 91-596 dated December 29, 1970, entitled Occupational and Health Act of 1970.
- 33.10 Award Bidder shall insure that all modifications address the provisions of the ADA.

34.0 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 two (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.

35.0 INDEMNIFICATION

- 35.1 To the fullest extent permitted by law, the Award Bidder shall indemnify and hold harmless the Baltimore County Public Schools and the Baltimore County Board of Education 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 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 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 Baltimore County Public Schools shall not be responsible for errors or omissions made by the printer or advertising house which prepared the 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.

36.0 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.

37.0 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.

38.0 LIABILITY FOR LOSS OF DATA

In the event of loss of data 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.

39.0 SUSPENSION OF WORK

- 39.1 BCPS may unilaterally order the Award Bidder in writing to suspend, delay, or interrupt all or any part of the work for such period of time as may be appropriate for the convenience of the BCPS. Such suspensions, delays or interruptions should be for less than sixty (60) days unless there are extenuating circumstances.
- 39.2 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 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.

40.0 DELAYS, EXTENSIONS OF TIME

- 40.1 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 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.

41.0 HAZARDOUS MATERIALS

- 41.1 The Award Bidder's work and other services pursuant to or in connection with this Agreement includes 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 in the Technical Specifications, shall be the exclusive responsibility of the Award Bidder.
- 41.2 Should the Award Bidder become aware of or suspect the presence of Hazardous Materials, other than already disclosed by BCPS within the Technical Specifications, 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 or when the affected area has been rendered harmless. Except as set forth in the Technical Specifications, 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.

42.0 **BIDDER SUBMITTALS**

42.1 BIDDERS MUST SUBMIT THE FOLLOWING:

42.1.1 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 ten (10) business 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"**.

42.1.2 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 ten (10) business 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 (30) days prior written notice to the Board of Education of Baltimore County.

42.1.3 Award Bidders shall be required under Article 56, Section 270(4), 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 ten (10) business 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>

42.1.4 Award Bidders who cannot provide evidence of having the personnel and equipment to satisfactorily provide the required services in a 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.

42.2 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.

43.0 SUBSTITUTIONS

Bids shall be based upon the materials, systems, and equipment required by the bidding documents without exception. Where a specific manufacturer or trade name is designated, it is to establish a standard of material, design function, finish and quality. Only products of the named acceptable manufacturers and "or equal" (in quality, accessories, and attachments) are to be used in the Bid. Other products which will perform equally will be considered providing Bidder makes a submittal for substitution in strict accord with, Division 1 of the Technical Specifications - "Substitutions." The Contract award will be made solely on the basis of the Base Bid and Alternate Bids without regard to proposed substitutions and deducts when requested. Proposed substitution may be accepted with the award of the Contract or later by BCPS. After the Contract Award, substitutions will be considered and reviewed by the Consultant 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 Consultant. If the bidder wishes to offer a substitute, the bidder should do so in accordance with subparagraph 43.2.

Proposed substitute products or manufacturers shall be submitted in accordance with the following provisions:

- 43.1 Substitutions will be considered prior to the initial advertisement for bids and after receipt of bids.
- 43.2 Bidders must submit a substitutions statement for the materials, systems and equipment specified with their bid and specification sheets showing and telling exactly where and how the bid does deviate from said specifications, and if in fact it does deviate in any respect, along with any stipulated cost adjustment (add, deduct, or no change) in the space provided on the Form of Proposal.

44.0 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.

45.0 OWNER'S RIGHT TO STOP THE WORK

- 45.1 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 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 by reason of such suspension. In any event where the Award Bidder reasonably determines that a suspension is required in such circumstances, the Award Bidder shall promptly notify in writing BCPS and Architect of such determination.

46.0 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.

47.0 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 the 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.

48.0 CONFLICT OF INTEREST, LOBBYING, AND ETHICS REVIEW PANEL

- 48.1 In accordance with §5-815 through §5-820 of the General Provisions Article of the Annotated Code of Maryland, the Board of Education of Baltimore County has promulgated Ethics Policies, which 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 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 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.

49.0 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 "offices" are closed on the day a bid is "DUE", or prior to the due time, that **bid will be due at the same time the next day that the Baltimore County Schools "offices" are open.** The bid opening shall not be impacted if Baltimore County Schools "schools" are closed.
- 49.3 If Baltimore County Schools (either the "schools" and/or "offices") open late, due to inclement weather, the Bid Due Date and Time of Opening will be conducted AS SCHEDULED. If Baltimore County Schools "offices" close early, due to inclement weather, the Bid Due Date and Time of Opening will be conducted **at the same time the next day that the Baltimore County Schools "offices" are open.** If Baltimore County Schools "schools" close early, due to inclement weather, the Bid Due Date and Time of Opening will be conducted AS SCHEDULED.

50.0 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.

51.0 FOREIGN LANGUAGE TRANSLATOR REQUIREMENT

- 51.1 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 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.

52.0 EMPLOYMENT OF CHILD SEX OFFENDERS AND PERSONS WITH UNCONTROLLED ACCESS TO STUDENTS

- 52.1 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, sexually violent predator, or sex offender, as defined in the Criminal Law and Criminal Procedure Articles 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 immediate Termination for Cause.
- 52.2 Additionally, in accordance with Md. Ed. Code Ann., §6-113 (b), the Award Bidder and any of its subcontractors will not knowingly assign any employee to work on school premises with direct, unsupervised and uncontrolled access to children, if that employee has been convicted of a crime identified in Md. Ed. Code Ann., §6-113(a).

53.0 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.

54.0 ASSIGNMENT

The Award Bidder shall not assign or transfer the Award Bidder's interest or obligation under this Agreement to any third party, without the prior written consent of the Board. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer, elected official of the Board, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties to this Agreement.

55.0 ACCESS TO PUBLIC RECORDS ACT NOTICE

The Board of Education of Baltimore County is subject to the Maryland Public Information Act, State Government Article § 10-611, et.seq. As a result, the Board may be required to disclose, upon request, certain public records. However the Act excludes from disclosure records that contain commercial information when the record is identified as: (1) a trade secret; (2) confidential commercial information; (3) confidential financial information; or (4) confidential geological or geophysical information.

If your bid documents contain any of the following classifications of records, you must note this specifically, on each relevant page that the document contains information that can be classified as confidential commercial, confidential financial information or a trade secret. Any pages that do not contain such a statement will be disclosed upon request under the Act.

56.0 CRIMINAL BACKGROUND CHECKS

56.1 Bidder's employees that have unsupervised or direct access to children or that are assigned duties in a school where unsupervised contact with children is likely, are required to be fingerprinted by BCPS and will complete the Background Investigation process with the exception of the I-9 form. The cost will be borne by the Award Bidder and all records will remain in the control and custody of the school system. The school system reserves the right to reject the Bidder's employees based on information received from said background investigations.

56.2 Bidder's employees who will work at facilities where no contact with children is anticipated are not required to be fingerprinted, however, such employees will complete the Background Check Application form and Authorization and Release for the Procurement of an Investigative Consumer Report. A Consumer Investigative Report (Commercial Background Check) will be prepared on each of these employees. The cost will be borne by the Award Bidder. Further instructions for this process will be provided to the Award Bidder.

END OF PART I: GENERAL TERMS AND CONDITIONS

BALTIMORE COUNTY PUBLIC SCHOOLS

DIVISION OF BUSINESS SERVICES
DEPARTMENT OF FISCAL SERVICES
OFFICE OF PURCHASING

6901 CHARLES STREET, BUILDING "E", 1ST FLOOR
TOWSON, MARYLAND 21204
PHONE: 443-809-4334

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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 III Technical Specifications: Part II and Part III specifications shall prevail.)

1.0 General Scope & Services

1.1 This solicitation and the specifications that follow are being offered to qualify and select contractor(s) to furnish and deliver #2 Heating Fuel Oil as required for various School Districts, County Governments and State Agencies located in Maryland, including:

- 1.1.1 Anne Arundel County Public Schools
- 1.1.2 Baltimore County Government
- 1.1.3 Baltimore County Public Schools
- 1.1.4 Carroll County Government
- 1.1.5 Harford County Government
- 1.1.6 Harford County Public Schools
- 1.1.7 Howard Community College
- 1.1.8 Howard County Government
- 1.1.9 Prince Georges County Public Schools

The Award Bidder(s) shall provide for services in accordance with industry standards and/or manufacturer recommendations. The requirements outlined herein are intended as an aid to acquaint Bidders with what could be required to execute the work on this contract. These specifications will serve as the source document for services for the term of the contract.

Services shall be provided 12 months per year. A list of sites with the approximate storage capacity and usage is attached to the specifications within Part III. Each participating jurisdiction reserves the right to add or delete locations during the term of contract. The requirements outlined herein are intended as an aid to acquaint Bidders with what could be required to execute the work on this contract. These specifications will serve as the source document for services for the term of the contract.

1.2 This is an Indefinite Delivery / Indefinite Quantities (IDIQ) contract. The services and/or materials intended for purchase are 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 and/or materials as may be required during the contract period and, also, reserves the right to not authorize/order any services and/or materials. BCPS does not guarantee a dollar amount will be met or exceeded, nor can BCPS guarantee any minimum dollar amount to any Award Bidder(s).

1.3 All proposals shall be submitted on the proposal forms provided by BCPS. All blank spaces shall be filled in, in ink and properly signed.

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

- 1.5 The Bidders agree to hold their prices, under the same terms and conditions, for a period of one-hundred twenty (120) calendar days from the date of the bid opening.
- 1.6 At the time of the opening of bids, 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 any Bidder from any obligation in respect of his bid. It is the Bidder's responsibility to verify that they have received all addenda that have been issued prior to submission of their proposal.
- 1.7 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 BCPS contractual terms and conditions shall govern and supersede any terms and conditions from the bidder. Conditional proposals will not be accepted. IFB Part II, Sec. 8.0 provides instructions regarding inquiries on this solicitation's specifications.
 - 1.8.1 Incorporation of Specifications: The following order of precedence shall apply:
 - a. Board of Education of Baltimore County – Agreement/Contract
 - b. Part III: Technical Specifications;
 - c. Part II: Specifications--General Requirements;
 - d. Part I: General Terms and Conditions;
 - e. Any BCPS Purchase Order.
- 1.9 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 Bidders are solely responsible for their expenses, if any, in preparing a response to this solicitation.
- 1.11 All work must be done with the least possible disruption to the school operation and is to be coordinated with the Office of School Support Services, or the assigned contract manager provided from each participating agency.

- 1.12 BCPS reserves the right to purchase from any supplier if for any reason the Award Bidder(s) is unable to have the product delivered within the time frame established by BCPS. Time is of the essence.
- 1.13 BCPS reserves the right to reject all bids and to re-bid at its discretion.

2.0 **Qualification of Bidder**

- 2.1 All Bidders submitting a proposal shall **include evidence** that they maintain a permanent place of business, and shall be authorized to transact business in Maryland and considered in "Good Standing" (all fees, taxes, and penalties owed to Maryland are paid). Visit the following website to ensure compliance: <https://egov.maryland.gov/BusinessExpress/EntitySearch> (BCPS bears no responsibility for the accuracy, legality or content of the external site or for that of subsequent links. Contact the external site for answers to questions regarding its content.)
- 2.2 All Bidders shall include copies of all appropriate licenses necessary to perform this work. BCPS prefers that participating bidders have been in business for at least five (5) years providing heating oil. Bidders who cannot demonstrate to the satisfaction of BCPS that they have had similar experiences will not be considered.
- 2.3 BCPS may conduct any necessary investigation to determine the ability of the bidder to perform the work, and the bidder shall furnish to BCPS all such information and data/documentation 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 requirements contemplated therein.
- 2.4 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 of any bidder if the investigation discloses that this bidder, in the opinion of BCPS, has not properly performed such contracts 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 Bidders shall complete and return with their proposal the "REFERENCE FORM" included in this solicitation. BCPS requires three (3) references of customers of similar size and scope for your corporation over the last three (3) years. Customers should include school systems. You may include BCPS as one (1) of the three required references.

3.0 **Requirements of Participating Agencies**

- 3.1 Projected requirements and delivery locations of participating agencies are included.
- 3.2 All terms and conditions of this contract will apply to all participating agencies. Each participating agency will issue purchase orders and invoicing will be in accordance with their agency requirements.
- 3.3 The Award Bidder(s) shall NOT utilize rental equipment without the expressed prior consent of BCPS. Use of rental equipment prior to obtaining the expressed prior written consent of BCPS may result in termination of the contract for cause.
- 3.4 Neither Baltimore County Public Schools (BCPS) nor the Baltimore Regional Cooperative Purchasing Committee (BRCPC) shall be responsible for issuing purchase orders for other agencies, or be responsible for payment of invoices for product purchased by those agencies.

4.0 **Bonding and Certificates of Insurance**

- 4.1 Bid, Performance, and Payment Bonds are NOT required for this solicitation.
- 4.2 CERTIFICATES OF INSURANCE
 - 4.2.1 Certificates of insurance shall be provided by Award Bidder(s) ONLY. **The Insurance Certificate must name the “Board of Education of Baltimore County” as the “additional insured”.** Certificates of insurance shall be mailed to the address below or emailed to Contracts@bcps.org. The notification of any change in status of the insurance shall be provided to the Contracts, 6901 Charles Street, Building “E”, 1st Floor, Towson, Maryland 21204.

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.”

- 4.2.2 The Certificates of Insurance shall comply with all required coverages and provisions in Section 12 of **BCPS’ Part I General Terms and Conditions.**

NOTE: ALL other wording shall be deleted.

- 4.2.3 Cost of Insurance shall be included in the bid amount.

- 4.2.4 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 award.
- 4.2.5 The award vendor shall also maintain Employer's Liability Insurance with a limit of at least \$1,000,000 for each occurrence to cover diseases and injuries excluded under the Workers Compensation Act.
- 4.2.6 Prior to the commencement of any work, the award vendor will be required to submit a certificate of insurance evidencing Worker's Compensation and Employer Liability Insurance in the amounts required above. This certificate shall indicate the amounts of insurance carried by the award vendor of the following types: Comprehensive General Liability Insurance, Comprehensive Automobile Insurance, Excess Liability Insurance, and any other insurance coverage maintained by the award vendor. The Certificates of Insurance will state that such insurance is in force and cannot be canceled or released except upon thirty (30) days prior written notice to the Board of Education of Baltimore County.
- 4.2.7 All required insurance coverages 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 policyholders' 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 workers compensation and employer's liability insurance from the Injured Worker's Insurance Fund of Maryland.
- 4.2.8 Pollution Liability Insurance:
 - 4.2.8.1 Each Occurrence Limit: \$1,000,000
 - 4.2.8.2 General Aggregate Limit: \$1,000,000
- 4.2.9 Waiver of Subrogation

To the fullest extent permitted by law, the Contractor and its invitees, employees, officials, volunteers, agents and representatives waive any right of recovery against the any participating agency for any and all claims, liability, loss, damage, costs or expense (including attorney's fees) arising out of the services provided by Contractor under this Contract. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, consultants, agents and employees. The Contractor shall advise its insurers of the forgoing.

4.2.10 For Anne Arundel County Public Schools (AACPS)

Unless otherwise required in these specifications, or elsewhere, if a Contract is awarded the Contractor shall be required to purchase and maintain during the life of the Contract, Commercial General Liability Insurance, Business Automobile Liability Insurance, and Workers' Compensation Insurance with limits of not less than those set forth below. The Contractor shall require similar coverage from any of its subcontractors.

Commercial General Liability, Miss-delivery of Liquid Products Coverage

At least \$1,000,000 combined single limit coverage written on an occurrence basis covering all premises and operations and including Personal Injury, Independent Contractor, Contractual Liability and Products and Completed Operations. The general aggregate limit is to apply per project. On all Commercial General Liability Insurance policies the Board of Education of Anne Arundel County (the BOARD) AKA Anne Arundel County Public Schools (AACPS) and all AACPS Parties, administrators, executives, employees and volunteers shall be named as an additional insured, which shall be shown on the insurance certificates furnished to AACPS under this Section.

Business Automobile Liability Insurance and Pollution Liability

At least \$1,000,000 Combined Single Limit to include owned, non-owned, and hired vehicles.

Workers' Compensation Insurance

Statutory benefits as required by Maryland law and/or, when required, the U.S. Longshoremen's and Harbor Workers' Compensation Act including Standard. Other States coverage; Employers' Liability coverage with Limits of at least \$100,000 each accident/\$100,000 each employee disease/\$500,000 disease policy limit.

4.2.10.1 Environmental Impairment Liability

At least \$1,000,000 per pollution incident; \$2,000,000 annual aggregate. The Contractor shall provide AACPS with a Certificate of Insurance, ISO form CA 9948 or its equivalent, and ISO form CG 2266 or its equivalent, evidencing the coverage required above within ten (10) days of the date of the notice of award. While under contract if the Contractor receives an insurer's non-renewal or cancellation notice the Contractor shall fax a copy within two (2) business days of its receipt to the Supervisor of Purchasing at (410) 222-5624. The Contractor, if requested by AACPS, shall provide certified true copies of any, or all, insurance policies.

Providing any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by

the Contractor in any resulting Contract or for which the Contractor may be liable by law or otherwise.

Failure to provide and continue in force such insurance as required herein shall be deemed a material breach of any resulting Contract and shall operate as an immediate termination thereof.

5.0 **Small Business and/or Certified Minority Business Enterprises**

5.1 It is the intent of BCPS to achieve a minimum of fifteen percent (15%) 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.

.1 Definitions:

- .1 Minority Business: Any legal entity, other than a joint venture, organized to engage in commercial transactions and which is (1) at least 51% owned and/or controlled by one or more minority interest persons, or (2) a non-profit entity organized to promote the interests of the physically or mentally disabled. Minority Groups identified are:

African Americans

Asians

Hispanics

American Indians

Women

Physically or Mentally Disabled Individuals

- .2 Certified MBE: A minority business that holds a certification issued by the Maryland State Department of Transportation (MDOT) or other recognized municipalities or minority associations.
- .3 Small Business (SBE): A business which meets criteria (see form 5.2.1) regarding number of employees **OR** an annual revenue limits. BCPS reserves the right to request tax documents to support such a claim. Form 5.2.1 allows a company to self-certify as an SBE.

5.2 The following documentation shall be considered as part of the contract and shall be furnished **with your proposal/bid**. All forms must be completed or acknowledged within the "FORM of PROPOSAL".

Note that some forms may not apply: they can be marked "N/A" on the top, and the form left blank.

Reference the chart directly below:

BIDDER STATUS	5.2.1 SBE Affidavit	5.2.2 Utilization Affidavit	5.2.3 Statement of Intent	5.2.4 Waiver Request
SBE/MBE	Y	Y	Y	N/A
Not SBE/MBE and IS MEETING Goal	N/A	Y	Y	N/A
Not SBE/MBE and IS NOT MEETING Goal	N/A	Y	N/A	Y

5.2.1 **Small Business Enterprise Affidavit:** A separate form completed and signed **by the prime contractor** to self-certify the bidder company as an SBE firm.

5.2.2 **Small/Certified Minority Business Enterprise Utilization Affidavit:** A separate form completed and signed by the prime contractor acknowledging the goal.

5.2.3 **Small and Minority Business Enterprise and Bidder’s Statement of Intent:** A separate form completed and signed by the prime contractor and each SBE/MBE firm.

Note that the SBE/MBE firm may be the bidder company.

A corporate diversity statement showing a company-wide use of SBE/MBE firms in the regular performance of business may be accepted.

NOTE: An SBE bidder **may count** their own company efforts as meeting the goal. They will List their company as both the ‘**A. Bidder ___**’ and ‘**B. SBE/MBE ___**’.

If the bidder is not naming any firm to meet the goals, then mark the form at the top as ‘N/A’, and do not complete the rest of the form.

5.2.4 **Request for Waiver** (if necessary): If the bidder is unable to achieve the full contract goal for SBE/MBE participation, they may submit a written Request for Waiver, which shall include the following:

- .1 A detailed statement of the efforts made by the bidder to identify portions of the work proposed to be performed by subcontractors in order to achieve the stated goal;
- .2 An explanation of why the stated goal is not possible;

If the bidder is meeting the goal, then mark this form ‘N/A’.

- 5.3 The MBE Liaison will review and accept or reject the SBE/MBE material that is submitted, and may obtain legal advice or assistance from its attorney.
- 5.4 The MBE Liaison may assist the apparent low bidder in identifying certified minority businesses that could participate in the contract.

6.0 **Bid Submission**

- 6.1 Bids must be submitted electronically via the following link:

[Bid/Proposal Submissions](#)

Emailed, Mailed or hand delivered bids will be rejected and/or not accepted.

- 6.1.1 All bids must be delivered to the above link by the specified due date and time. **Bids returned to any other address or location will not be considered.**
- 6.1.2 **Submit one complete bid submission only. If multiple submissions are received, BCPS will accept only the most recent submission and any previous submission will not be considered.**
- 6.1.3 Bidders are encouraged to submit responses in a timely manner to troubleshoot any electronic or network issues. **BCPS will not be held responsible for any network issues.**
- 6.2 Proposals shall include all of the following, as outlined within "SECTION 004000-FORM OF PROPOSAL":
 - 6.2.1 Section 004000-1: Cover Page.
 - 6.2.2 Section 004000-2: "Price Proposal – Instructions"
 - 6.2.3 Section 004000-3-4: "Price Proposal Pages". Complete, sign and return with bid.
 - 6.2.4 Section 004000-5: "References". Complete, sign and return with bid.
 - 6.2.5 Section 004000-6: "Addenda". 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.
 - 6.2.6 Section 004000-7: "Proposal Sheet". Complete, sign and return with bid.

- 5.2.7 Section 004000-8: "State of Maryland Anti-Bribery Affidavit" & "State of Maryland Tax Certification" (on same page). Complete, sign and return with bid.
- 6.2.8 Section 004000-9: "Certification Regarding U.S. Government Debarment, Suspension, Ineligibility, and Voluntary Exclusion". Complete, sign and return with bid.
- 6.2.9 Section 004000-10: "Small Business Enterprise Affidavit". Complete, sign and return with bid.
- 6.2.10 Section 004000-11: "Small and Minority Business Enterprise Utilization Affidavit". Complete, sign, and return with bid.
- 6.2.11 Section 004000-12: "SBE/MBE Statement of Intent". Complete, sign and return with bid.
- 6.2.12 Section 004000-13: "SBE/MBE Request For Waiver". Complete, sign and return with bid.
- 6.2.13 Section 004000-14-15: "Applicant Screening Affidavit". Complete, sign, and return with bid.
- 6.2.14 Section 004000-16: "No Bid Page". This page should only be returned if not participating in the bid.
- 6.2.15 All other information and/or forms and/or affidavits specified in Specifications Part II, Technical Specifications, and/or Addenda issued.
- 6.3 Bids received after the published due date/due time will be rejected as non-responsive.
- 6.4 Bids submitted improperly and/or incomplete may be deemed as non-responsive.
- 6.5 **NOTE: The bidder shall submit with its bid a Letter of Commitment from its carrier. Failure to include this item along with the bid submission may result in the rejection of the submission as "non-responsive".**

7.0 **Bidder Registration**

- 7.1 Bidders are invited to register on the BCPS "Vendor Self-Service" (VSS). Award Bidder(s) are required to register. Please follow the registration instructions below:
 - 7.1.1 Type the following into your browser:
http://businessservices.bcps.org/departments/fiscal_services/purchasing/
 - 7.1.2 Select: "Vendors"

- 7.1.3 Select: "Vendor Self Service". (VSS supports the following browsers only: Microsoft Internet Explorer v8 or higher and Mozilla Firefox v2.2 or higher)
- 7.1.4 Complete the application. Record your UserID and Password for future use.
- 7.2 Entering your corporate information into the VSS website is the first step in 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.
- 7.3 Parties interested in conducting business with BCPS are encouraged to visit the Office of Purchasing website:
http://businessservices.bcps.org/departments/fiscal_services/purchasing/
Click onto "BCPS Invitation To Bid". The list is updated on a weekly basis.

8.0 Pre-Bid Meeting

- 8.1 There will be a Pre-Bid Meeting on the date and time on the cover. It would be beneficial to have a representative from your firm attend.
- 8.2 Bidders must visit the Pre-Bid/Pre-Proposal Meeting Response link to confirm attendance. Teleconference information will only be sent to those email addresses submitted via the smartsheet link.

9.0 Inquiries

- 9.1 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.
- 9.2 Any inquiries regarding the "SPECIFICATIONS" and/or the "SOLICITATION DOCUMENT" shall be IN WRITING and submitted via the following link:

[Bidder Inquiries](#)

VERBAL INQUIRIES WILL NOT BE TAKEN.

- 9.3 Any inquiries regarding the "MBE and/or SBE PARTICIPATION" in this bid shall be directed to Melanie Webster at e-mail: SBE_MBE@bcps.org.

10.0 Addenda and/or Explanation of Bid Documents

- 10.1 All changes to the bid specifications and/or drawings 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.

- 10.2 It is the bidders' 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.

11.0 Bid Opening

- 11.1 At the bid opening the bidders' names only will be read, and their prices will be posted at a later date and time. Upon request bidders shall be e-mailed a copy of the posting of prices upon verification of prices by BCPS. This process will take several days.
- 11.2 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.
- 11.3 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.

12.0 Award Criteria

- 12.1 As the lead agency, BCPS intends to make award to the responsive and responsible bidder(s) offering the lowest markup above OPIS Daily Baltimore Rack Average for each item group. BCPS shall develop a price scenario formula to calculate the "COMPUTED ITEM COST" for Item Group 1 and Item Group 2. This pre-determined price scenario formula will apply a multiplier to each "ITEM", the sum of which will be combined to determine the "COMPUTED ITEM COST" that determines the lowest bid for each item group. The BCPS formula applied to award computation shall be available upon request any time after the posted due date / time. The award of contract and Bidder's pricing shall apply to all participating jurisdictions and agencies. Each participating jurisdiction or agency will issue a purchase order for its requirements.
- 12.2 Specific job assignments will be made on an as need basis throughout the school year.
- 12.3 BCPS reserves the right to reject any bid if the evidence submitted by a bidder, or from the investigation of such bidder, fails to satisfy BCPS that such bidder is qualified to perform the obligations of the contract.
- 12.4 BCPS reserves the right to negotiate pricing to ensure consistency.

13.0 Term of Contract

- 13.1 The term of the contract shall commence from the day of signing of the contract after the Board of Education of Baltimore County's approval, and all terms and conditions shall remain in effect for **five (5) years from the date of Board of Education contract approval.**

BCPS reserves the option to extend this contract for five (5) additional years upon mutual agreement and under the same terms, conditions, and pricing.

- 13.2 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 Bidder does not have a right to termination for convenience.

- 13.3 On an annual basis, BRPC, BCPS, available participating agencies and the Award Bidder(s) shall meet and confer regarding performance and modifications to the contract.

- 13.4 Award Bidder shall be granted the option to request an adjustment to pricing once per calendar year after year one of contract approval by the Board of Education. All pricing adjustment requests must be made in writing to the Office of Purchasing and in accord with the conditions outlined herein.

- 13.4.1 Award Bidder(s) shall submit a request for a Consumer Price Index (CPI) adjustment which may be applied to contract pricing. For calculating the CPI adjustment, the Office of Purchasing shall follow the instructions below:

- .1 Access the U.S. Bureau of Labor Statistics website at the following internet address: <http://www.bls.gov/cpi/home.htm>
- .2 Select "Get Detailed CPI Statistics", then select "Most Requested Statistics" for "Consumer Price Index-All Urban Consumers (Current Series)".
- .3 Select from list "U.S. All items, 1982-84=100 - CUUR0000SA0". Select "Retrieve data".
- .4 Select "More Formatting Options". Select "12 Months Percent Change". Click "Retrieve Data"
- .5 Use the chart: 12 Months Percent Change, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100
- .6 Adjustment shall be based on the average of the 12 months percentage change published by the U.S. Bureau of Labor Statistics

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at the time of request. For example, an adjustment request is submitted by Award Bidder to BCPS on November 5, 2004. The contract anniversary date is November 1. The U.S. Bureau of Labor Statistics has published data up to September 2004. Price adjustment would be based on the average from October 2003 to September 2004. This calculation shall include monthly U.S. Bureau of Labor Statistics data labeled as "Preliminary".

13.4.2 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.

- .1 If the request is rejected, the contract for that item shall be terminated thirty (30) days from the date of BCPS rejection letter.
- .2 If adjustment request is rejected, BCPS reserves the right to purchase services from the next most favorable responsive and responsible bidder, as the requested adjustment may change the award position. If the next most favorable responsive and responsible bidder(s) does not have service available within the requested timeframe, BCPS reserves the right to purchase from any source.
- .3 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.

13.4.3 BCPS reserves the right to decrease pricing, if such downward adjustment is reflected within CPI data.

13.4.4 BCPS reserves the right to cap pricing adjustments. Increases shall not exceed five percent (5%) of the price for the immediately preceding year.

13.4.5 If Award Bidder requests a force majeure pricing adjustment, BCPS shall either accept or reject such on a case by case basis. Any such request must be made in writing (on corporate letterhead) to the Office of Purchasing and substantially justified.

13.5 This is a multi-year contract and is subject to periodic performance reviews. If BCPS determines insufficiencies in contract performance, the award bidder shall meet with BCPS representatives to review the concerns and issues and develop a mutually agreed period of time for correction of service deficits. Failure to resolve service deviations shall result in cancellation of contract.

14.0 Access To Public Records Act Notice

- 14.1 The Board of Education of Baltimore County is subject to the Maryland Public Information Act, State Government Article § 10-611, et.seq. As a result, the Board may be required to disclose, upon request, certain public records. However the Act excludes from disclosure records that contain commercial information when the record is identified as: (1) a trade secret; (2) confidential commercial information; (3) confidential financial information; or (4) confidential geological or geophysical information.
- 14.2 If your proposal documents contain any of the following classifications of records, you must note this specifically, on each relevant page that the document contains information that can be classified as confidential commercial, confidential financial information or a trade secret. Any pages that do not contain such a statement will be disclosed upon request under the Act.

15.0 Subcontractors

The Award Bidder(s) shall NOT 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. Fuel delivery trucking services are not considered subcontractors.

16.0 Professionalism

- 16.1 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 Workmanship”. The following shall be considered some reasons for immediate termination of a company:
- 16.1.1 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. BCPS reserves the right to bring in any other contractor in order to complete work that is not completed in a timely fashion.
- 16.1.2 Failure of the Award Bidder to mobilize certified technicians to provide an adequate response for simultaneous/multiple site emergencies.
- 16.1.3 Failure 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.
- 16.1.4 Failure of the Award Bidder to utilize qualified personnel to do the work for BCPS sites. The individuals doing the work at the BCPS sites shall:
1. be on the “list” of assigned employees being utilized by that Award Bidder for work on any BCPS site.

2. be properly trained and experienced to perform services as specified.
 3. refrain from any comments and/or gestures to the students and/or staff; and, refrain from making any comments and/or gestures to fellow workers that could be interpreted as inappropriate and/or obscene.
 4. be dressed appropriately to work in a “school environment” with student, teacher, staff, and parents present. The assigned employee shall prominently display the name of their company on a shirt and/or hat.
 5. abide by the BCPS no smoking and alcohol policy. BCPS maintains a Tobacco-Free environment. Furthermore, BCPS policy prohibits gambling, alcohol, drugs and obscene/abusive language.
- 16.2 Immediate termination of a company for not providing “Professional Workmanship” as determined by BCPS, using criteria determined by BCPS and not necessarily industry standards, shall result in:
- 16.2.1 Award Bidder being paid for all work completed to date. Any monies required to complete the repairs and/or installations in progress 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.
 - 16.2.2 Award Bidder being unable to bid any BCPS project for up to twelve (12) months from the date of termination.

17.0 Invoicing and Payment

Invoices shall be sent in the original form to:

Attn: Accounting Clerk - Utilities
Office of Budget and Accounting
Department of Facilities Management & Strategic Planning
9610 Pulaski Park Drive, Suite 204
Baltimore, MD 21220

18.0 Background Checks and Fingerprinting Requirements

- 18.1 BCPS requires that all Award Bidder(s) personnel assigned under this contract, who will be accessing any BCPS property, must comply with BCPS background check and fingerprinting requirements.
- 18.2 All Award Bidder(s) personnel assigned under this contract working on BCPS property are required to be fingerprinted by the Maryland Criminal Justice

Information System, or by an authorized private provider acceptable to BCPS (BCPS must give authorization in writing). The fingerprint-based background check must be "for childcare." The cost will be borne by the Award Bidder(s) and all records sent directly to BCPS for final review and approval. BCPS reserves the right to reject the Award Bidder(s) employees based on information received from said background investigations. In accordance with Md. Ed. Code Ann., § 6-113 (b), the contractor shall not knowingly assign any employee to work on school premises if the employee has been convicted of a crime identified in Md. Ed. Code Ann., § 6-113 (a).

- 18.3 Award Bidder(s) personnel assigned under this contract who have unsupervised, uncontrolled or direct access to children or who are assigned duties in a school where unsupervised contact with children is likely are required to have a complete fingerprint-based background check at BCPS's direction, which could include fingerprinting conducted by its in-house fingerprint Award Bidder(s) or at a site chosen by BCPS. The cost will be borne by the Award Bidder(s) and all records will remain in the custody of BCPS. In accordance with Md. Ed. Code Ann., § 6-113 (b), the contractor shall not knowingly assign any employee to work on school premises if the employee has been convicted of a crime identified in Md. Ed. Code Ann., § 6-113 (a).
- 18.4 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© 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, sexually violent predator, or sex offender, as defined in the Criminal Law and Criminal Procedure Articles of the Annotated Code of Maryland, is employed by the Award Bidder(s), the Award Bidder(s) 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 immediate Termination for Cause.
- 18.5 Additionally, in accordance with Md. Ed. Code Ann., §6-113 (b), the Award Bidder(s) and any of its subcontractors will not knowingly assign any employee to work on school premises with direct, unsupervised and uncontrolled access to children, if that employee has been convicted of a crime identified in Md. Ed. Code Ann., §6-113(a).

19.0 Contract Kick-Off Meeting

After the Board of Education of Baltimore County has approved the contract and upon receipt of the signed contract and certificate of insurance from the Award Bidder(s), the Office of Purchasing will arrange a **mandatory** Contract Kick-Off Meeting. The intent of the meeting is to review/discuss the contract terms and conditions and all the requirements in the performance of this contract. A Microsoft Teams link will be provided by the Purchasing Agent for your attendance.

END OF PART II: SPECIFICATIONS--GENERAL REQUIREMENTS

SOLICITATION NUMBER: GDA-320-22

BALTIMORE COUNTY PUBLIC SCHOOLS

DIVISION OF BUSINESS SERVICES
DEPARTMENT OF FISCAL SERVICES
OFFICE OF PURCHASING

6901 CHARLES STREET, BUILDING "E", 1ST FLOOR
TOWSON, MARYLAND 21204
PHONE: 443-809-4334

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Section

- 1.0 General Scope & Services
- 2.0 Pricing
- 3.0 Delivery
- 4.0 Repair of Damages

PART III: TECHNICAL SPECIFICATIONS

1.0 General Scope & Services

- 1.1 This solicitation and the specifications that follow are being offered to qualify and select contractor(s) to furnish the delivery of #2 Heating Fuel Oil as required for various School Districts, County Governments and State Agencies located in Maryland. These services would be provided at various school systems, county governments and state agencies, in accordance with industry standards and/or manufacturer recommendations.
- 1.2 The award bidder shall, without additional cost to the participating agencies, be responsible for obtaining any necessary licenses and permits, and for complying with any and all Federal, State and Local Laws, Codes and Regulations in connection with the performance of the contract.
- 1.3 All fuel to be delivered on any order, proceeding from proposals submitted on this bid, shall be free of foreign matter and impurities and shall be equal to or better in every way than the kind and grade certified in the originating proposal. All fuel must be homogenous at time of delivery and remain so in normal storage.
- 1.4 The Award Bidder may not, without specific authorization of the participating jurisdiction, substitute a fuel of either a higher or lower grade than specified in the contract for each point of delivery.
- 1.5 During the course of the contract participating jurisdictions may at times query the awardee regarding market conditions as they evaluate OPIS versus NYMEX purchases and price lock-in period. In evaluating proposals, therefore, BCPS and participating agencies reserves the right to request from bidder's evidence of their market knowledge.
- 1.6 Failure to conform with the requirements set forth in parts 1.3 and 1.4 immediately preceding shall, at the option of the Purchaser, be deemed sufficient reason for rejection of any lot of fuel delivered, and the award bidder shall, at no expense to the Purchaser, remove that fuel from the tank(s) and shall perform whatever services shall be necessary to restore the tank(s) and other equipment to an operable condition to the full satisfaction of the Purchaser. Further, the award bidder shall make full restitution for the quantities of fuel known to have been in the tank(s) immediately prior to the delivery of the rejected lot of fuel, and for any damage to the building, furnishings and equipment that may have resulted from the entry of the rejected fuel.
- 1.7 One (1) gallon of fuel shall be equal in volume to one (1) fluid gallon as defined by the United States Bureau of Standards.
- 1.8 A transport delivery is defined as a minimum of 7200 gallons.

- 1.9 Upon request from BCPS or participating agency, bidders are required to allow BCPS or participating agency inspection of their facilities.
- 1.10 Upon request from BCPS or participating agency, bidders are required to submit evidence that they maintain a permanent place of business in Maryland and/or neighboring states, with the proper equipment and facilities to complete the deliveries in a timely fashion. This shall include emergency repairs on weekends holidays and non-duty hours at the shop or in the field.
- 1.11 Upon request from BCPS or participating agency, bidders are required to submit evidence that their employees have the proper training and appropriate experience to perform contract requirements. The award bidder(s) can be required to supply training at their cost.
- 1.12 Upon request from BCPS or participating agency, bidders shall provide any other information to confirm experience / ability to provide proper and expeditious testing or reporting.

2.0 Pricing

- 2.1 BCPS intends to purchase No. 2 Fuel Oil and ULSHO based on OPIS Daily Baltimore Rack Average.
- 2.2 The markup per gallon offered by the contractor shall include each and every item of expense connected with the furnishing and delivery of said fuel, extended to four (4) decimal places.

3.0 Delivery

- 3.1 The award bidder shall be required to make deliveries within forty-eight (48) hours from acceptance of telephone request or sent time of email request.
 - 3.1.1 The award bidder is responsible for all delivery and transport cost and carrier performance. Daily switching of carriers and delays in delivery is not permitted and may be considered a breach of contract.
 - 3.1.2 Automatic deliveries may also be arranged per the sole discretion of each participating jurisdiction.
 - 3.1.3 The award bidder shall e-mail or fax receipt of each delivery request. In addition, vendor shall include all deliveries scheduled for the calendar month and delivery dates for completed deliveries in that month within the invoice.
 - 3.1.4 Bidders should indicate if they own their carrier equipment or plan to use contract carriers.

- 3.2 **The Award Bidder shall keep an adequate supply of heating oil available to fill requirements at all times.**
- 3.3 The award bidder shall be required to provide “proof of delivery.” A delivery ticket must be presented with each fuel delivery.
- 3.3.1 The delivery ticket shall show the name of the individual responsible for the delivery of the fuel and must be signed by the person in charge at the point of delivery.
- 3.3.2 One copy of the delivery ticket shall be forwarded by the award bidder with a copy of the invoice. A second copy of the delivery ticket shall be left at the point of delivery at the time of delivery.
- 3.3.3 **No unsigned tickets should be left at the delivery location if practical.** It shall be the driver’s responsibility to ensure that a ticket has been signed. Payment of invoices is subject to receipt of a signed delivery ticket. Possible exceptions are emergency deliveries or deliveries after hours.
- 3.4 Should the award bidder fail to deliver heating fuel promptly, the requesting jurisdiction reserves the right to procure the order elsewhere, in which event the additional cost of procuring such fuel above the agreement price may be charged against the award bidder and may be deducted from any moneys due or which may become due.
- 3.5 Award Bidder is responsible for spills that occur during delivery. Drivers shall carry materials to clean up minor spills and shall notify location’s contact immediately of any spills or damages to property occurring during delivery, regardless of how minor.
- 3.6 **Drivers must measure the quantity of existing fuel oil in the tank prior to every delivery to ensure delivered quantity can be accepted.**
- 3.7 Emergency Delivery
- 3.7.1 The award bidder shall be required to make emergency deliveries twenty-four (24) hours per day, 365 days per year to any site or any site within stated jurisdictions that the customer deems as an emergency.
- 3.7.2 Emergency - type deliveries must be made within two (2) hours after receipt of call, unless approved by requesting agency.
- 3.7.3 The cost of emergency delivery shall be stated per hour/plus cost of fuel. The bidder shall quote the hourly rates as a separate line item on the proposal page.

- 3.7.4 Before the contract kickoff meeting, the Award Bidder shall supply a minimum of three (3) names of individuals with the home numbers, and cell numbers to coordinate emergency deliveries.
- 3.7.5 Failure to have someone on twenty-four (24) hour call, failure to respond to an emergency, failure to meet delivery requirements as outlined may result in immediate termination of this contract.

4.0 Repair of Damages

- 4.1 Damages to property and spillage caused by the award bidder must be corrected immediately. In the event of a spillage, the damage must be corrected at the time of the occurrence. Award bidder shall notify the designated department specified by the participating agency, immediately of damage to property or spillage.
- 4.2 Any repair of damage or correction of spillage performed by the purchaser(s) due to the award bidder's failure to make timely or satisfactory repairs and corrections may be deducted from any moneys due or which may become due to the vendor.

END OF PART III: TECHNICAL SPECIFICATIONS

BALTIMORE COUNTY PUBLIC SCHOOLS	
6901 Charles Street, Building "E", 1st Floor	
Towson, Maryland 21204	
Division of Support Services	Office of Purchasing
Raising the bar, Closing gaps, Preparing for the future - An Affirmative Action Employer	

SECTION 004000 "FORM OF PROPOSAL"

Bidders shall complete and return all the following forms with their bid.
(*except this form)

Cover Page	004000-1
Price Proposal - Instructions	004000-2
Price Proposal Pages	004000-3-4
References	004000-5
Addenda	004000-6
Proposal Sheet	004000-7
State of Maryland Anti-Bribery Affidavit & Tax Certification	004000-8
Certification Regarding U.S. Government Debarment	004000-9
Small Business Enterprise Affidavit	004000-10
Small and Minority Business Enterprise Utilization Affidavit	004000-11
SBE/MBE Statement of Intent	004000-12
SBE/MBE Request For Waiver	004000-13
Applicant Screening Affidavit	004000-14-15
*No Bid Page	004000-16

SECTION 004000 - FORM OF PROPOSAL

DATE: _____

SOLICITATION TITLE: NO. 2 FUEL OIL AND ULTRA LOW SULFUR HEATING OIL

BCPS BID NUMBER: GDA-320-22

BID SUBMITTED BY: _____
(Company Name as reflected on your company's W-9 Form)

SUBMITTED TO: Electronic Submission Only.

As the duly authorized representative of the firm, I hereby declare that I have carefully examined the Part I: GENERAL TERMS AND CONDITIONS, PART II: SPECIFICATIONS--GENERAL REQUIREMENTS, PART III: TECHNICAL SPECIFICATIONS and all addenda issued. I have received clarification on all items upon which any doubt arose, understand that all these form a part of the contract. The undersigned hereby agrees to furnish all services, equipment, components, accessories and/or software as required and specified.

(Signature of Bidder) (Date)

PRICE PROPOSAL - INSTRUCTIONS:

Bidders are not required to submit pricing for every ITEM GROUP, but bidder must submit pricing for all ITEMS within a certain ITEM GROUP. Bidders responding to only one ITEM within an ITEM GROUP may be deemed non-responsive.

Do not alter the proposal pages. Bidders that alter the proposal pages may be deemed non-responsive.

If a Bid amount contains contradictory terms, handwritten terms prevail over typewritten terms, and words prevail over numbers. The dollar amount expressed in words shall govern.

Bidder shall provide pricing on ITEM GROUP 1 and 2 using four decimal places.

(Signature of Bidder) (Date)

PRICE PROPOSAL PAGE

ITEM GROUP 1: No. 2 Fuel Oil

ITEM 1A: Price markup above **OPIS Daily Baltimore Rack Average** Price per gallon for Transport delivery.

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

ITEM 1A BID: _____ (IN WRITING)

ITEM 1B: Price markup above **OPIS Daily Baltimore Rack Average** Price per gallon for Tank Wagon delivery.

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

ITEM 1B BID: _____ (IN WRITING)

ITEM GROUP 2: Ultra Low Sulfur Heating Oil (ULSHO)

ITEM 2A: Price markup above **OPIS Daily Baltimore Rack Average** Price per gallon for Transport delivery.

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

ITEM 2A BID: _____ (IN WRITING)

ITEM 2B: Price markup above **OPIS Daily Baltimore Rack Average** Price per gallon for Tank Wagon delivery.

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

ITEM 2B BID: _____ (IN WRITING)

THE FOLLOWING ITEMS ARE FOR INFORMATIONAL PURPOSES ONLY

ITEM 3: Price surcharge for emergency deliveries, in dollar per hour

ITEM 3 BID: \$ _____ (IN DOLLARS PER HOUR)

ITEM 3 BID: _____ (IN WRITING)

(Signature of Bidder) (Date)

ITEM 4: Flat fee surcharge for splitting Transport load delivery to two (2) different locations, per occurrence.

ITEM 4 BID: \$ _____ (IN DOLLARS)

ITEM 4 BID: _____ (IN WRITING)

ITEM 5: Flat fee surcharge for Sunday or holiday delivery, per delivery location

ITEM 5 BID: \$ _____ (IN DOLLARS)

ITEM 5 BID: _____ (IN WRITING)

ITEM 6: Flat fee surcharge for use of pump at delivery location, per delivery location

ITEM 6 BID: \$ _____ (IN DOLLARS)

ITEM 6 BID: _____ (IN WRITING)

ITEM 7: Flat fee surcharge for use of extra hoses at delivery location, per delivery location

ITEM 7 BID: \$ _____ (IN DOLLARS)

ITEM 7 BID: _____ (IN WRITING)

ITEM 8: Percentage surcharge for payment by Procurement (credit) card, per payment

ITEM 8 BID: \$ _____ (IN PERCENTAGE)

ITEM 8 BID: _____ (IN WRITING)

ITEM 9: Online Portal

ITEM 9: Please state "YES" in space below if vendor has an online portal to support order requests and invoice tracking: _____

(Signature of Bidder) (Date)

REFERENCES

List at least 3 references (preferably school systems) -- one may be with BCPS, customers of your organization over the last three (3) years. References--should include items of similar scope and size for which your firm has provided service. Make additional copies of this page if necessary.

Reference #1

Customer/Client Name

Description of Product or Services Provided to Customer/Client

Representatives Name (_____) (_____) _____
 Representative's Phone # Fax Number Email

Reference #2

Customer/Client Name

Description of Product or Services Provided to Customer/Client

Representatives Name (_____) (_____) _____
 Representative's Phone # Fax Number Email

Reference #3

Customer/Client Name

Description of Product or Services Provided to Customer/Client

Representatives Name (_____) (_____) _____
 Representative's Phone # Fax Number Email

(Signature of Bidder) (Date)

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

Supplier Name

STATE OF MARYLAND ANTI-BRIBERY AFFIDAVIT

I HEREBY CERTIFY that

- 1. I am the _____ and the duly authorized representative of the firm of _____ who 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

 Bidder Signature

 Date

STATE OF MARYLAND TAX CERTIFICATION

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, un employment 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.

BIDDERS SHALL PROVIDE STATE OF MARYLAND TAX CERTIFICATION NUMBER ON THE LINE DIRECTLY BELOW:

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

 Bidder Name/Title (please type or print)

 Bidder Signature

 Date

 Witness Name/Title (please type or print)

 Witness Signature

 Date

CERTIFICATION REGARDING U.S. GOVERNMENT DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

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.

Baltimore County Public Schools
SMALL BUSINESS ENTERPRISE AFFIDAVIT

 N/A *If the bidder firm is not an SBE, then mark the blank, and do not complete any further.*

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, OR its gross sales did not exceed an average of \$4,000,000 in its most recently completed 3 fiscal years
5. its retail operations did not employ more than 25 persons, OR its gross sales did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years
6. its manufacturing operations did not employ more than 100 persons, OR 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, OR its gross sales did not exceed an average of \$10,000,000 in its most recently completed 3 fiscal years; and
8. its construction operations did not employ more than 50 persons, OR its gross sales did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years
9. its architectural and engineering operations did not employ more than 100 persons, OR its gross sales did not exceed an average of \$4,500,000 in its most recently completed 3 fiscal years
10. 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).

Baltimore County Public Schools

SMALL AND MINORITY BUSINESS ENTERPRISE UTILIZATION AFFIDAVIT

The undersigned as a contractor does hereby make the following Affidavit. I acknowledge the Small Business Enterprise (SBE) and Certified Minority Business Enterprise (MBE) participation goal of (15%) percent 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 of 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 solicitations 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 I must submit the SBE/MBE documentation described in the bid documents at the 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

**Baltimore County Public Schools
SMALL BUSINESS AND CERTIFIED MINORITY BUSINESS ENTERPRISE AND BIDDER'S
STATEMENT OF INTENT**

___ **N/A** Mark here if there is no participation claimed. Proceed to the Request for Waiver.



SOLICITATION NAME: _____

___ BCPS System wide OR ___ Single Location _____
(Location)

A. Name of Bidder: _____

B. Name of SBE/MBE: _____
(Bidder if Qualified)

Indicate with and "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

___ **N/A** Mark here if the goals have been met in full and a waiver is not necessary.

Solicitation Name: _____ Solicitation No. _____

Total contract amount (with accepted alternates)	\$ _____
15% 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 ___% 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. An explanation of why subcontracting is not possible;

Signature Date

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

Signature Date

APPLICANT SCREENING AFFIDAVIT

I, (print name) _____ possess the legal authority to make this affidavit on behalf of (print company name) _____.

Effective July 1, 2019, Maryland Law requires contractors to screen all applicants for a position involving direct/routine contact with minors as defined in Section 6-113.2 of the Education Article, Maryland Annotated Code ("statute").

Screening requires the applicant to submit to the contractor the following:

1. Contact information of:
 - a. The current employer
 - b. All former school employers; and
 - c. All former employers of the applicant in which the applicant was employed in a position involving direct/routine contact with minors.
2. Written consent form signed by the applicant to release all records relating to child sexual abuse or sexual misconduct.
3. A written statement of whether the applicant:
 - a. Has been the subject of a child sexual abuse or sexual misconduct investigation by any employer, arbitrator, county board, state licensing agency, law enforcement agency, or child protective services agency, unless the investigation resulted in any of the findings listed in Section 6-113.2(B)(3)(i)(1-5), of the statute.
 - b. Has ever been disciplined, discharged, nonrenewed or asked to resign from employment, or has ever resigned from, or otherwise separated from, any employment while allegations of child sexual abuse or sexual misconduct were pending or were under investigation, or due to an adjudication or findings of child sexual abuse or sexual misconduct; or
 - c. Has ever had a license. Professional license or certificate suspended, surrendered, or revoked while allegations of child sexual abuse or sexual misconduct were pending, or under investigation, or due to an adjudication or findings of child sexual abuse or sexual misconduct.

Before hiring an applicant for a position involving direct/routine contact with minors, the Contractor shall:

1. Review an applicant's employment history by contacting employers listed by the applicant and requesting dates of employment and answers to questions regarding child sexual abuse or sexual misconduct required by the statute; and
2. Request a report from the Maryland Department of Education regarding the applicant's eligibility for employment or certification status to determine whether the applicant
 - a. Holds a valid and active certification appropriate for the position and is otherwise eligible for employment; and
 - b. Has been the subject of professional discipline related to child sexual abuse or sexual misconduct.

If the information from an applicant’s employer includes an affirmative response to the child sexual abuse or sexual misconduct questions, and the Contractor wants to further consider the applicant for employment, the Contractor shall request additional information from the employer including records related to the child sexual abuse or sexual misconduct.

Contractor shall conduct the employment history review of the applicant:

- 1. At the time of initial firing of the employee; or
- 2. Before the employee is assigned to work for the school entity in a position involving direct/routine contact with minors.

Contractor shall maintain a record of each employee’s employment history review required by the statute; and provide to BCPS access to the employee’s records upon request.

Before assigning an employee to perform work for BCPS in a position involving direct/routine contact with minors, Contractor shall provide notice to BCPS of any affirmative responses to the child sexual abuse or sexual misconduct questions required by the statute.

Contractor may not assign an employee to perform work for BCPS in a position involving direct/routine contact with minors if BCPS objects to the assignment after receiving notice required by the statute.

Notwithstanding any other remedies available under the Contract, Contractor may be subject to disciplinary action by the Maryland State Department of Education for willful violations of the statute.

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the requirements of Section 6-113.2 of the Education Article, Annotated Code of Maryland.

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

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

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

(signature of Authorized Representative and affiant)

NO BID SHEET (use only when not participating in bid)

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:

COMPANY	_____
AUTHORIZED SIGNATURE	_____
TYPED NAME/TITLE	_____
ADDRESS	_____
CITY/STATE/ZIP	_____
PHONE	_____ FAX _____
Return to:	Email to Purchasing Agent

**SMALL 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 1, 2018

BALTIMORE COUNTY PUBLIC SCHOOLS

Darryl L. Williams, Ed.D., Superintendent

Towson, Maryland 21204-3711

Small Business Enterprise and Certified Minority Business Enterprise Document Check List For Baltimore County Funded Contracts

1. Small Business Enterprise Affidavit: A separate form completed and signed **by the bidder** to self-certify the bidder company as a SBE firm.
2. Small/Certified Minority Business Utilization Affidavit: A separate form completed and signed by the prime bidder acknowledging the goal. The bidder shall submit this affidavit with the bid proposal; failure to submit may result in the bid being determined non-responsive.
3. 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.
4. Request for Waiver (if applicable) – This form shall be submitted by the bidder if necessary. See procedures for instructions.
5. Standard Monthly Contractor's Requisition for Payment – The potential award bidder shall complete this form with each requisition submitted for payment.

BALTIMORE COUNTY PUBLIC SCHOOLS

Office of Purchasing

Melanie Webster

Minority Business Enterprise Officer

6901 N. Charles Street

Building E

Towson, MD 21204

Telephone: 443-809-4334

Fax: 410-887-7831

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

1.0 Purpose

To attempt to achieve a minimum of 15 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.

2.0 Effective Date

These procedures have been approved by Baltimore County Public Schools (BCPS), and supersede previously approved Small Business and Certified Minority Business Enterprise procedures, and are in effect on or after April 1, 2018.

3.0 Definitions

1. Small Business: A for-profit business, other than a broker, that meets the following criteria:
 - a. it is independently owned and operated;
 - b. it is not a subsidiary of another business;
 - c. it is not dominant in its field of operation;
 - d. its wholesale operations did not employ more than 50 persons, OR its gross sales did not exceed an average of \$4,000,000 in its most recently completed 3 fiscal years;
 - e. its retail operations did not employ more than 25 persons, OR its gross sales did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years;
 - f. its manufacturing operations did not employ more than 100 persons, OR its gross sales did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;
 - g. its service operations did not employ more than 100 persons, OR its gross sales did not exceed an average of \$10,000,000 in its most recently completed 3 fiscal years; and
 - h. its construction operations did not employ more than 50 persons, OR its gross sales did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years.
 - i. BCPS reserves the right to request tax documents to support such a claim.
2. Certified Minority Business Enterprise 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. 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.
 - a. The MBE Liaison may assist the potential award bidder in identifying SBE/MBE firms that could participate in the contract.
4. Potential Award Bidder means a bidder deemed responsive and responsible pending approval by the Board of Education.
5. Award Bidder means a responsive and responsible bidder approved by the Board of Education.
6. Failure to provide required SBE/MBE participation forms may result in the rejection of the proposal.

4.0 Implementing Procedures

1. EACH PROPOSAL SHALL INCLUDE THE FOLLOWING:

- a. Small Business Enterprise Affidavit: A separate form completed and signed **by the bidder** to self-certify the bidder company as a SBE firm.
- b. Small/Certified Minority Business Utilization Affidavit: A separate form completed and signed by the prime bidder acknowledging the goal.
- c. Small and Minority Business Enterprise and 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

Note that the bidder company may be the SBE/MBE firm.

A corporate diversity statement showing a company-wide use of SBE/MBE firms in the regular performance of business will be accepted.

- d. If the bidder is unable to achieve the full contract goal for SBE/MBE participation, the bidder will submit a written Request for Waiver form which shall include the following:
 - (1) A detailed statement of the efforts made by the bidder to identify and select portions of the work to be performed by subcontractors;
 - (2) An explanation of why achieving the full stated goal is not possible.

2. BIDDER'S RESPONSIBILITIES:

- a. The bidder must ensure that SBE/MBE firms shall have the maximum practical opportunity to compete for subcontract.
- b. The bidder shall provide information and documentation as requested by the MBE Liaison.
- c. The bidder shall maintain the following records:
 - (1) All documents necessary to confirm compliance with SBE/MBE utilization.
 - (2) 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.
 - (3) The actual dollar value of the work and/or services performed by the identified SBE/MBE.
 - (4) 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.
 - (5) All records and documents will be available for inspection by the MBE Liaison.
- d. 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.

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

5.0 Monitoring

1. The MBE Liaison is responsible for reviewing and approving the SBE/MBE documentation.
2. The MBE Liaison reserves the right to review the SBE/MBE participation documents during the course of this contract.

Baltimore County Public Schools
SMALL BUSINESS ENTERPRISE AFFIDAVIT

___ **N/A** If the bidder firm is not an SBE, then mark the blank, and do not complete any further.

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, OR its gross sales did not exceed an average of \$4,000,000 in its most recently completed 3 fiscal years
5. its retail operations did not employ more than 25 persons, OR its gross sales did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years
6. its manufacturing operations did not employ more than 100 persons, OR 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, OR its gross sales did not exceed an average of \$10,000,000 in its most recently completed 3 fiscal years; and
8. its construction operations did not employ more than 50 persons, OR its gross sales did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years
9. its architectural and engineering operations did not employ more than 100 persons, OR its gross sales did not exceed an average of \$4,500,000 in its most recently completed 3 fiscal years
10. BCPS reserves the right to request tax documents to support such a claim

NOTE: A Bidder who claims SBE status on this page, may name themselves on the Statement of Intent, Line B, as the SBE/MBE subcontractor, at 100% of the goal.

Name and Title: _____
Company: _____
Street Address: _____
City, State, Zip: _____
Business Phone: _____

Signature/Date

Witness/Date

Print Name Signed Above

Print Name Signed Above

Baltimore County Public Schools

SMALL AND MINORITY BUSINESS ENTERPRISE UTILIZATION AFFIDAVIT

The undersigned as a contractor does hereby make the following Affidavit. I acknowledge the Small Business Enterprise (SBE) and Certified Minority Business Enterprise (MBE) participation goal of (15%) percent 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 of 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 solicitations 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 I must submit the SBE/MBE documentation described in the bid documents at the 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

Baltimore County Public Schools
SMALL BUSINESS AND CERTIFIED MINORITY BUSINESS ENTERPRISE AND BIDDER'S
STATEMENT OF INTENT

___ **N/A** Mark here if there is no participation claimed. Proceed to the Request for Waiver.

SOLICITATION NAME: _____

___ BCPS System wide OR ___ Single Location _____
(Location)

A. Name of Bidder: _____

B. Name of SBE/MBE: _____
(Bidder if Qualified)

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

___ N/A Mark here if the goals have been met in full and a waiver is not necessary.

Solicitation Name: _____ Solicitation No. _____
Total contract amount (with accepted alternates) \$ _____
15% 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 ___% 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. An explanation of why subcontracting is not possible;

Signature Date

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

Signature Date

BALTIMORE COUNTY PUBLIC SCHOOLS

Darryl L. Williams, Ed.D. ♦ Superintendent ♦ 6901 North Charles Street ♦ Towson, MD ♦ 21204

January 13, 2020

To All Vendors:

This letter is to remind you of your responsibility to comply with Section 11-722 of the Criminal Procedures Article, Annotated Code of Maryland, regarding sex offenders, and asking you for a letter of assurance that your work force is in compliance with the law. Thank you in advance for sending the information as requested.

Effective July 1, 2015, amendments to §6-113 of the Education Article of the Maryland Code further require that a vendor or subcontractor for a local school system may not knowingly assign an employee to work on school premises with direct, unsupervised and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving:

- a) A sexual offense in the third or fourth degree under §3-307 or §3-308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under §3-307 or §3-308 of the Criminal Law Article if committed in Maryland;
- b) Child sexual abuse under §3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under §3-602 of the Criminal Law Article if committed in Maryland; or
- 23) A crime of violence as defined in §14-101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of §14-101 of the Criminal Law Article if committed in Maryland, including: 1) abduction; 2) arson in the first degree; 3) kidnapping; 4) manslaughter, except involuntary manslaughter; 5) mayhem; 6) maiming; 7) murder; 8) rape; 9) robbery; 10) carjacking; 11) armed carjacking; 12) sexual offense in the first degree 13) sexual offense in the second degree; 14) use of a handgun in the commission of a felony or other crime of violence; 15) child abuse in the first degree; 16) sexual abuse of a minor; 17) an attempt to commit any of the crimes described in items 1 through 16 of this list; 18) continuing course of conduct with a child under §3-315 of the Criminal Law Article; 19) assault in the first degree; 20) assault with intent to murder; 21) assault with intent to rape; 22) assault with intent to rob; assault with intent to commit a sexual offense in the first degree; and 24) assault with intent to commit a sexual offense in the second degree. In addition to the above, Baltimore County Public Schools considers the following felony crimes as permanent barriers: 1) burglary first degree; and 2) burglary second degree.

The amendments to §5-561 of the Family Law Article of the Maryland Code mandate that each vendor and subcontractor shall require that any individuals in its work-force must undergo a criminal, fingerprint-based, background check if the individuals will work at a Baltimore County Public Schools (BCPS) property. The term “work-force” refers to all of the vendor’s employees that the contractor uses to perform the work required by the contract. Prior to undergoing a criminal, fingerprint-based background check, any individual potentially being sent to work on BCPS property, should be made aware of the criminal history in §6-113 of the Education Article of the Maryland Code which would prohibit the employee from working on BCPS property. If an employee has criminal history as described in the Maryland Code, they may not work on BCPS property and should not be sent for fingerprinting.

These requirements have be incorporated into all BCPS procurement bids and requests for proposals. These requirements will apply to all BCPS vendors working on BCPS property.

All individuals in your work-force who meet these criteria are required to be fingerprinted for BCPS at CJIS-Central Repository located at 6776 Reisterstown Road, Suite 102, Baltimore Maryland 21215 or at one of the approved private providers, which can be found at: <https://www.dpscs.state.md.us/publicservs/fingerprint.shtml>. The vendor’s employees will need to request to be fingerprinted for “childcare” and use the code 9000017493. The vendor will provide to BCPS (within 10 business days of fingerprinting), a copy of the Response Form for Required Criminal Background Checks which lists the names of any individuals in the contractor’s work-force who have been fingerprinted to Baltimore County Public Schools, Office of Investigations and Records Management, 6901 N. Charles Street, Building B, Towson, Maryland 21204, or fax to 410-296-2158. A contractor’s employee may not begin to work until final clearance by BCPS. BCPS will issue fingerprint clearance cards, which will be sent to the vendor for distribution to the vendor’s employees. If after review of the criminal history reports BCPS determines that the vendor’s employees are ineligible to work on BCPS property as a result of criminal history, the vendor will be notified by BCPS. BCPS may, at its discretion, deny a member of the vendor’s workforce for criminal history as set forth in §6-113 of the Education Article of the Maryland Code, as well as for habitual or recent criminal activity, pending criminal charges or probation that has not yet been fully satisfied.

Thank you for understanding why this requirement is so critical to the safety of all of our students.

Sincerely,

Melanie L. Webster

Melanie L. Webster
Purchasing Manager
Office of Purchasing

BACKGROUND CHECK REQUIREMENTS FOR CONTRACTORS SUMMARY DOCUMENT

BACKGROUND CHECK REQUIREMENTS for CONTRACTORS of Baltimore County Public Schools (BCPS)-COMPLETE INSTRUCTIONS with attachments (*8 attachments)

Attached and below please find the information for printing contractors who will work on BCPS property:

- **Letter to Contractors*** – *This letter explains the law and information related to fingerprinting of contractor employees.*
 - **Fingerprinting Providers** –All individuals in your work-force who will work on BCPS property are required to be fingerprinted for BCPS at CJIS-Central Repository located at 6776 Reisterstown Road, Suite 102, Baltimore Maryland 21215
or at one of the approved private providers, which can be found at: <https://www.dpscs.state.md.us/publicservs/fingerprint.shtml>
- **Fingerprinting Flyer*** – *This form must be given to each employee to be taken with them to the fingerprint provider so that BCPS will receive the criminal record reports.*
- **COMAR Barrier Crimes (English and Spanish)*** – *Anyone with any of the crimes listed on the COMAR Barrier Crimes list will not be permitted to work on BCPS property. Also, anyone with **pending** criminal charges or anyone **currently** on probation will not be permitted to work on BCPS property.*
- **Response Form For Required Criminal Background Checks*** – *This form should be filled out and sent to BCPS **right after your employees have been sent to be fingerprinted.** The form may be faxed, scanned and emailed to Melinda Basler (mbasler@bcps.org) or mailed to the Office of Investigations and Records Management. It should contain the names of each employee that has been sent to be fingerprinted to work on BCPS property.*
 - **RESPONSE FORMS SHOULD ONLY LIST NAMES ALREADY FINGERPRINTED AND MUST BE RECEIVED WITHIN 10 BUSINESS DAYS OF SENDING EMPLOYEES TO BE PRINTED.**
- **Authorization and Release Affirmation *** – *along with the Response Form, you **must also include a completed, signed release form for each employee who is fingerprinted.** We cannot accept any criminal reports without a signed release affirmation.*
 - The attached NONCRIMINAL JUSTICE APPLICANT’S PRIVACY RIGHTS * and PRIVACY ACT STATEMENT* must be distributed to each listed employee. (receipt to be indicated on affirmation form):

Please note the following documents need to be returned to Baltimore County Public Schools, Office of Investigations and Records Management, scan and email to Melinda Basler (mbasler@bcps.org) or fax: 410-296-2158:

- **Response form listing all employees who have been printed**
- **Signed Authorization and Release Affirmation for each listed employee**



FINGERPRINT AUTHORIZATION NUMBER:

9000017493

ORI CODE (FOR CHILDCARE):

MD 004455Y

**This flyer must be taken with you when you go to be fingerprinted for
BALTIMORE COUNTY PUBLIC SCHOOLS**

All contractors being fingerprinted for Baltimore County Public Schools (BCPS) need to present this flyer when being fingerprinted by the Maryland Criminal Justice System (CJIS) or an approved provider. These codes will allow BCPS to receive a copy of the background check. Once the background check has been received by BCPS and reviewed, a fingerprint card will be mailed to the contractor company. ***No contractor's employee is cleared to work on BCPS property until this fingerprint card is received by the contractor company.***

**PRESENT TO PRIVATE
PROVIDER TO BE
FINGERPRINTED FOR :**

**BALTIMORE COUNTY
PUBLIC SCHOOLS**

**DIVISION OF HUMAN
RESOURCES**

**EMPLOYMENT DISPUTE
RESOLUTION**

**OFFICE OF
INVESTIGATIONS AND
RECORDS MANAGEMENT**





COMAR BARRIER CRIMES

UNDER MARYLAND LAW, BALTIMORE COUNTY PUBLIC SCHOOLS **CANNOT HIRE** ANYONE WHO HAS **EVER** BEEN **CONVICTED** OF THE FOLLOWING CRIMES:

- **Abduction**
- **Armed carjacking**
- **Arson**
- **Assault in the first degree**
- **Assault with intent to commit a sexual offense in the 2nd degree**
- **Assault with intent to murder**
- **Assault with intent to rape**
- **Assault with intent to rob**
- **Carjacking**
- **Child abuse in the 1st degree**
- **Child abuse of a minor**
- **Handgun in the commission of a felony or other crime of violence**
- **Kidnapping**
- **Maiming**
- **Manslaughter (except involuntary manslaughter)**
- **Mayhem**
- **Murder**
- **Rape**
- **Robbery**
- **Sexual abuse of a Minor**
- **Sexual offense in the 1ST, 2ND or 3rd degree**





CRÍMENES DE BARRERA COMAR

BAJO LA LEY DE MARYLAND, LAS ESCUELAS PÚBLICAS DEL CONDADO DE BALTIMORE **NO PUEDEN CONTRATAR** A NADIE QUE HA SIDO **CONDENADO** POR LOS SIGUIENTES CRÍMENES:

- **Rapto**
- **Secuestro armado de vehículo**
- **Incendio provocado**
- **Asalto de primer grado**
- **Asalto con intención de cometer una ofensa sexual de 2ndo grado**
- **Asalto con intención de asesinar**
- **Asalto con intención de violar**
- **Asalto con intención de robar**
- **Secuestro de vehículo**
- **Maltrato infantil de 1er grado**
- **Maltrato infantil de un menor**
- **Uso de una pistola para cometer un delito mayor u otro crimen de violencia**
- **Secuestro**
- **Mutilación**
- **Homicidio (con la excepción de homicidio involuntario)**
- **Caos**
- **Asesinato**
- **Violación**
- **Robo**
- **Abuso sexual de un menor**
- **Ofensa sexual de 1er, 2ndo o 3er grado**





BALTIMORE COUNTY PUBLIC SCHOOLS
DIVISION OF HUMAN RESOURCES
 Employment Dispute Resolution
 Office of Investigations and Records Management
 6901 Charles Street, Building B
 Towson, MD 21204
 Phone: 443-809-8941; Fax: 410-296-2158

Response Form for Required Criminal Background Checks

PLEASE COMPLETE AND RETURN
AS SOON AS YOUR EMPLOYEES HAVE BEEN FINGERPRINTED TO:
 BALTIMORE COUNTY PUBLIC SCHOOLS
 Office of Investigations and Records Management
 Confidential Fax to: 410-296-2158

Under Maryland law (§6-113 of the Education Article of the Maryland Code) enacted in July 2015, any contractor or member of the contractor’s workforce who will be working on Baltimore County Public Schools (BCPS) property must undergo a criminal background check, including fingerprinting. This law is in conjunction with the Maryland law stating that contractors may not knowingly employ a registered sex offender to work on school property.

RESPONSE FORMS SHOULD ONLY LIST NAMES ALREADY FINGERPRINTED AND MUST BE RECEIVED WITHIN 10 BUSINESS DAYS OF SENDING EMPLOYEES TO BE PRINTED. IF NOT RECEIVED IN THAT TIME FRAME RE-PRINTS AT CONTRACTORS EXPENSE MAY BE REQUIRED.

Only list names for which you are including a signed Authorization and Release Affirmation form.

SECTION 1: CONTRACTOR INFORMATION – to be completed for new contracts and current contract extensions.

Company Name: _____
 Contact Name: _____ Phone Number: ____ - ____ - ____
 Complete Mailing Address: _____
 Email: _____ Date employees were printed: _____
 BCPS Work Location: _____

SECTION 2: NAMES OF CONTRACTOR’S EMPLOYEES WHO HAVE BEEN FINGERPRINTED

The following individuals have undergone a criminal fingerprint-based background check, specifically for childcare:

Name _____ Date of Birth ____/____/____
 Name _____ Date of Birth ____/____/____
 Name _____ Date of Birth ____/____/____
 Name _____ Date of Birth ____/____/____

SECTION 3: SIGNATURE & RELEASE REQUIREMENTS

THIS FORM MUST BE ACCOMPANIED BY A SIGNED *Authorization and Release Affirmation* for each name listed.

This documentation confirms that the company’s direct employees, and those of any subcontractors and/or independent contractors assigned by this company to perform work on BCPS property under the contract, meet the criminal fingerprint-based background check obligation as specified in Maryland Law, §6-113 of the Education Article of the Maryland Code and are legally authorized to work in the United States in accordance with the U.S. Citizenship and Immigration Services standards of employment eligibility.

Signature: _____ Date: ____/____/____
 Title: _____ Printed Name: _____

**AUTHORIZATION AND RELEASE FOR THE PROCUREMENT OF A
INVESTIGATIVE REPORT FOR CONTRACTOR**

I, _____ (print full legal name clearly) do hereby authorize **BALTIMORE COUNTY PUBLIC SCHOOLS**, by and through the fingerprint provider to procure a fingerprint-based investigative criminal history records report on me.

The above-mentioned reports include Federal Bureau of Investigation (FBI) and State of Maryland criminal records reports.

I further authorize any person, business entity or governmental agency who may have information relevant to the above to disclose the same to **BALTIMORE COUNTY PUBLIC SCHOOLS**, including, but not limited to, any courthouse, any public agency, and any and all law enforcement agencies, regardless of whether such person, business entity or governmental agency compiled the information itself or received it from other sources.

I hereby release **BALTIMORE COUNTY PUBLIC SCHOOLS**, as well as my current employer, _____ (PRINT EMPLOYER NAME CLEARLY), and any and all persons, business entities and governmental agencies, whether public or private, from any and all liability, claims and/or demands, of whatever kind, to me, my heirs or others making such claims or demands on my behalf, for procuring, providing and/or assisting with the compilation or preparation of the investigative report hereby authorized.

PLEASE NOTE THAT **BALTIMORE COUNTY PUBLIC SCHOOLS MAY RECEIVE ALERT NOTICES WHEN FUTURE ARRESTS / COURT DATES / CRIMINAL INFORMATION IS POSTED TO THE FBI AND/OR THE STATE OF MARYLAND.*

My initials below **affirm that I have received copies** of the following documents as required by the FBI:

NONCRIMINAL JUSTICE APPLICANT'S PRIVACY RIGHTS: _____

PRIVACY ACT STATEMENT: _____

Signature _____ Date of Birth _____

Date signed _____

NONCRIMINAL JUSTICE APPLICANT'S PRIVACY RIGHTS

As an applicant who is the subject of a national fingerprint-based criminal history record check for a noncriminal justice purpose (such as an application for employment or a license, an immigration or naturalization matter, security clearance, or adoption), you have certain rights which are discussed below.

- You must be provided written notification¹ that your fingerprints will be used to check the criminal history records of the FBI.
- You must be provided, and acknowledge receipt of, an adequate Privacy Act Statement when you submit your fingerprints and associated personal information. This Privacy Act Statement should explain the authority for collecting your information and how your information will be used, retained, and shared.²
- If you have a criminal history record, the officials making a determination of your suitability for the employment, license, or other benefit must provide you the opportunity to complete or challenge the accuracy of the information in the record.
- The officials must advise you that the procedures for obtaining a change, correction, or update of your criminal history record are set forth at Title 28, Code of Federal Regulations (CFR), Section 16.34.
- If you have a criminal history record, you should be afforded a reasonable amount of time to correct or complete the record (or decline to do so) before the officials deny you the employment, license, or other benefit based on information in the criminal history record.³

You have the right to expect that officials receiving the results of the criminal history record check will use it only for authorized purposes and will not retain or disseminate it in violation of federal statute, regulation or executive order, or rule, procedure or standard established by the National Crime Prevention and Privacy Compact Council.⁴

If agency policy permits, the officials may provide you with a copy of your FBI criminal history record for review and possible challenge. If agency policy does not permit it to provide you a copy of the record, you may obtain a copy of the record by submitting fingerprints and a fee to the FBI. Information regarding this process may be obtained at <https://www.fbi.gov/services/cjis/identity-history-summary-checks>.

If you decide to challenge the accuracy or completeness of your FBI criminal history record, you should send your challenge to the agency that contributed the questioned information to the FBI. Alternatively, you may send your challenge directly to the FBI. The FBI will then forward your challenge to the agency that contributed the questioned information and request the agency to verify or correct the challenged entry. Upon receipt of an official communication from that agency, the FBI will make any necessary changes/corrections to your record in accordance with the information supplied by that agency. (See 28 CFR 16.30 through 16.34.)

¹ Written notification includes electronic notification, but excludes oral notification.

² <https://www.fbi.gov/services/cjis/compact-council/privacy-act-statement>

³ See 28 CFR 50.12(b).

⁴ See 5 U.S.C. 552a(b); 28 U.S.C. 534(b); 42 U.S.C. 14616, Article IV(c); 28 CFR 20.21(c), 20.33(d) and 906.2(d).

PRIVACY ACT STATEMENT

Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

Social Security Account Number (SSAN). Your SSAN is needed to keep records accurate because other people may have the same name and birth date. Pursuant to the Federal Privacy Act of 1974 (5 USC 552a), the requesting agency is responsible for informing you whether disclosure is mandatory or voluntary, by what statutory or other authority your SSAN is solicited, and what uses will be made of it. Executive Order 9397 also asks Federal agencies to use this number to help identify individuals in agency records.

Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

Additional Information: The requesting agency and/or the agency conducting the application-investigation will provide you additional information pertinent to the specific circumstances of this application, which may include identification of other authorities, purposes, uses, and consequences of not providing requested information. In addition, any such agency in the Federal Executive Branch has also published notice in the Federal Register describing any systems(s) of records in which that agency may also maintain your records, including the authorities, purposes, and routine uses for the system(s).