

**Baltimore County Public Schools
Office of Purchasing
PCR-228-12 Speech, Occupational, Physical Therapy for Infants & Toddlers
POSTING**

	Bidders' Names				
	Accelerated Staffing	Arbor/Care Resources	All Source/Ardor	Core Medical Group	County Therapy Associates
Speech Therapist Hourly Fee:	\$100.00	\$140.00	\$69.00	\$63.00	\$92.00
Physical Therapist Hourly Fee:	\$100.00	\$140.00	\$69.00	\$63.00	\$92.00
Physical Therapist Assistant Hourly Fee:	\$80.00	\$114.00	\$58.00	\$53.00	\$82.00
Occupational Therapist Hourly Fee:	\$100.00	\$140.00	\$69.00	\$63.00	\$92.00
Occupational Therapist Assistant Hourly Fee:	\$80.00	\$114.00	\$58.00	\$53.00	\$82.00
Assessment Fee:	\$300.00	\$280.00	\$69.00	\$63.00	\$184.00
Daily fee as described below:	\$700.00	\$520.00	\$448.50	\$409.50	\$475.00

	Bidders' Names				
	Cumberland Therapy	EBS	Interactive Therapy Group	Learn It Therapy Services	Learning and Therapy Corner
Speech Therapist Hourly Fee:	\$102.00	\$98.00	\$76.00	\$60.00	\$95.00
Physical Therapist Hourly Fee:	\$120.00	\$98.00	\$76.00	\$63.00	No Bid
Physical Therapist Assistant Hourly Fee:	\$80.00	\$88.00	\$50.00	\$59.00	No Bid
Occupational Therapist Hourly Fee:	\$102.00	\$98.00	\$76.00	\$63.00	\$120.00
Occupational Therapist Assistant Hourly Fee:	\$80.00	\$88.00	\$50.00	\$59.00	No Bid
Assessment Fee:	\$255.00	\$350.00	\$500.00	\$130.00	\$250.00
Daily fee as described below:	N/R \$520-\$780	\$605.00	\$495.00	\$390.00	\$600.00

	Bidders' Names				
	The Maryland Therapy	Mediscan	Something 2 Talk About	Sunbelt Staffing	The Vines
Speech Therapist Hourly Fee:	\$96.00	\$85.00	\$150.00	\$59.85	\$120.00
Physical Therapist Hourly Fee:	\$96.00	\$78.00	\$150.00	\$59.85	No Bid
Physical Therapist Assistant Hourly Fee:	\$80.00	\$58.00	No Bid	\$51.85	No Bid
Occupational Therapist Hourly Fee:	\$96.00	\$78.00	\$150.00	\$59.85	No Bid
Occupational Therapist Assistant Hourly Fee:	\$80.00	\$58.00	No Bid	\$51.85	No Bid
Assessment Fee:	\$160.00	\$85.00	\$600.00	\$650.00	No Bid
Daily fee as described below:	\$550.00	\$552.50	\$975.00	\$448.88	\$650.00

IMPORTANT: NO AWARD HAS BEEN MADE.

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

MVIE-857-14
Special Education Services: Speech, Occupational Physical Therapies, Audiology Education of the Deaf/Hard-of-Hearing Using Sign Language
Tabulation Sheet

	CBS Therapy	Staff/Rehab	360° Customer, Inc.	Communication Solutions, Inc.	County Therapy Associates, LLC	Speech Rehab Services, LLC	Cumberland Therapy	Supplemental Health Care Workforce Solutions	Care Resources	The Maryland Therapy Network, Inc.	Invo Health Care Associates	Clarity Service Group	The Hearing and Speech Agency	Provider Staff	EBS - Educational Based Services	Staffing Options and Solutions, Inc.	Mediscan Staffing Services	Cell Staff	Prograss Therapy	MTX Therapy Services
1A: "Regular Hourly Labor Rate" for one (1) Speech Language Pathologist	\$68.00	\$85.00	\$84.85	\$105.00	\$82.00	\$93.50	\$72.00	\$74.00	\$102.37	\$94.00	\$82.00	\$87.95	\$95.00	\$70.00	\$80.55	\$80.00	\$75.00	\$87.50	\$85.00	\$78.00
1B: "Regular Hourly Labor Rate - Off Hours" for one (1) Speech Language Pathologist	\$68.00	\$127.50	\$84.85		\$82.00	\$110.00	\$72.00	\$76.00	\$125.37	\$95.00	\$82.00	\$87.95	\$110.00	\$70.00	\$80.55	\$80.00	\$105.00	\$87.50	\$127.50	\$76.00
2A: "Regular Hourly Labor Rate" for one (1) Physical Therapist	\$68.00	\$78.00	\$79.85		\$82.00		\$79.00	\$72.00	\$115.06	\$94.00	\$78.00	\$71.95		\$70.00	\$78.30	\$85.00	\$70.00	\$87.50	\$85.00	\$75.00
2B: "Regular Hourly Labor Rate - Off Hours" for one (1) Physical Therapist	\$68.00	\$117.00	\$79.85		\$82.00		\$79.00	\$74.00	\$135.06	\$96.00	\$78.00	\$71.95		\$70.00	\$76.30	\$85.00	\$105.00	\$87.50	\$127.50	\$78.00
3A: "Regular Hourly Labor Rate" for one (1) Physical Therapist Assistant	\$38.00	\$58.00	\$59.85		\$87.00		\$54.00	\$61.00	\$86.00	\$88.00	\$60.00	\$66.95		\$80.00	\$54.50	\$62.00	\$55.00	\$55.00	\$89.00	\$84.00
3B: "Regular Hourly Labor Rate - Off Hours" for one (1) Physical Therapist Assistant	\$38.00	\$97.00	\$59.85		\$87.00		\$54.00	\$64.00	\$100.00	\$89.00	\$60.00	\$66.95		\$80.00	\$54.50	\$62.00	\$82.50	\$55.00	\$103.50	\$86.00
4A: "Regular Hourly Labor Rate" for one (1) Occupational Therapist	\$68.00	\$78.00	\$79.85		\$82.00		\$72.00	\$72.00	\$105.37	\$94.00	\$78.00	\$87.95	\$95.00	\$70.00	\$76.30	\$80.00	\$72.00	\$87.50	\$85.00	\$74.00
4B: "Regular Hourly Labor Rate - Off Hours" for one (1) Occupational Therapist	\$68.00	\$117.00	\$79.85		\$82.00		\$72.00	\$74.00	\$125.37	\$95.00	\$78.00	\$87.95	\$110.00	\$70.00	\$76.30	\$80.00	\$108.00	\$87.50	\$127.50	\$76.00
5A: "Regular Hourly Labor Rate" for one (1) Occupational Therapist Assistant	\$38.00	\$58.00	\$59.85		\$87.00		\$54.00	\$61.00	\$81.00	\$80.00	\$60.00	\$63.95		\$80.00	\$54.50	\$62.00	\$55.00	\$57.00	\$63.00	\$64.00
5B: "Regular Hourly Labor Rate - Off Hours" for one (1) Occupational Therapist Assistant	\$38.00	\$87.00	\$59.85		\$87.00		\$54.00	\$64.00	\$95.00	\$81.00	\$60.00	\$63.95		\$80.00	\$54.50	\$62.00	\$82.50	\$57.00	\$94.50	\$66.00
6: Audiological Assessment (including report) Fee per examination: BCPS Site:			\$350.00					\$375.00					\$185.00	\$350.00						
7: Daily Fee Substitute teachers using sign language for Deaf/Hard-of-Hearing students. 6.5 Hours per day, excluding lunch, including lesson plans			\$576.00						\$613.00			\$64.49		\$280.00	\$490.00					\$480.00
8: Home visit for SLP, OT, PT	\$86.00	SLP \$85.00 OT \$78.00 PT \$78.00	\$89.85/hr		\$97.00	\$110.00/hr	SLP \$72.00/hr OT \$72.00/hr PT \$79.00/hr	\$90.00	\$149.00	\$98.00	\$95.00/hr	\$72.95		\$85.00	\$95.00	\$90.00/hr	\$85.00	\$90.00	\$125.00	\$75.00/hr

MVE-857-14
Special Education Services: Speech, Occupational Physical Therapies, Audiology Education of the Deaf/Hard-of-Hearing Using Sign Language
Tabulation Sheet

	Sunbelt Staffing	Cobb Pediatric Therapy Services	Excel Professional Staffing, LLC	Frankly Communicating	MANSEF	SLP School Staffing
1A: "Regular Hourly Labor Rate" for one (1) Speech Language Pathologist	\$67.85	\$93.00	\$85.00	\$95.00	\$82.00	\$85.00
1B: "Regular Hourly Labor Rate - Off Hours" for one (1) Speech Language Pathologist	\$67.85	\$116.00	\$85.00			\$85.00
2A: "Regular Hourly Labor Rate" for one (1) Physical Therapist	\$73.85	\$93.00	\$85.00		\$82.00	\$80.00
2B: "Regular Hourly Labor Rate - Off Hours" for one (1) Physical Therapist	\$73.85	\$116.00	\$85.00			\$80.00
3A: "Regular Hourly Labor Rate" for one (1) Physical Therapist Assistant	\$66.85	\$78.00	\$65.00		\$82.00	
3B: "Regular Hourly Labor Rate - Off Hours" for one (1) Physical Therapist Assistant	\$66.85	\$97.00	\$65.00			
4A: "Regular Hourly Labor Rate" for one (1) Occupational Therapist	\$67.85	\$93.00	\$85.00	\$95.00	\$82.00	\$80.00
4B: "Regular Hourly Labor Rate - Off Hours" for one (1) Occupational Therapist	\$67.85	\$116.00	\$85.00			\$80.00
5A: "Regular Hourly Labor Rate" for one (1) Occupational Therapist Assistant	\$57.85	\$78.00	\$65.00			
5B: "Regular Hourly Labor Rate - Off Hours" for one (1) Occupational Therapist Assistant	\$57.85	\$97.00	\$65.00			
6: Audiological Assessment (including report) Fee per examination: BCPS Site:	\$400.00		\$400.00			
7: Daily Fee Substitute teachers using sign language for Deaf/Hard-of-Hearing students. 6.5 Hours per day, excluding lunch, including lesson plans	\$455.00		\$420.00			
8: Home visit for SLP, OT, PT	\$89.85	\$116.00	\$125.00			

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

SPECIAL EDUCATION SERVICES: SPEECH, OCCUPATIONAL AND PHYSICAL THERAPIES, AUDIOLOGY AND EDUCATION OF THE DEAF/HARD-OF-HEARING USING SIGN LANGUAGE

SOLICITATION NUMBER: **MWE-857-14**

BID ISSUED DATE: **April 24, 2014**

PRE-BID: A PRE-BID meeting is scheduled for **May 6, 2014, 1:00 P.M.**, at Office of Purchasing Conference Room, 6901 N. Charles Street, Building E, Towson, MD 21204.

DUE DATE: **May 23, 2014**

DUE TIME: **10:30 A.M.** (Eastern Time Zone)

RETURN TO: BALTIMORE COUNTY PUBLIC SCHOOLS
OFFICE OF PURCHASING
MWE-857-14 Attn: Melanie Webster
6901 Charles Street, Building "E", 1st Floor
Towson, Maryland 21204

PUBLIC OPENING: Same date, (10 minutes after due time)
Conference Room
6901 Charles Street, Building "E", 1st Floor
Towson, Maryland 21204

Failure to plainly identify your submission as a "SEALED BID" on the outside of the return envelope may result in premature opening of the envelope and bid.

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

For updated bid information please call the "Bidder's Hotline" at 410-887-7819 or visit our website www.bcps.org/offices/purchasing/bidboard/

Melanie Webster: Email: mwebster@bcps.org

BALTIMORE COUNTY PUBLIC SCHOOLS

S. Dallas Dance, Ph.D., Superintendent

6901 Charles Street

Towson, Maryland 21204-3711

INVITATION FOR BIDS:

The Board of Education of Baltimore County invites Suppliers to bid on the **Special Education Services: Speech, Occupational and Physical Therapies, Audiology and Education of the Deaf/Hard-of-Hearing Using Sign Language** for Baltimore County Public Schools, **Solicitation Number MWE-857-14**.

Procurement questions can be emailed to Melanie L. Webster at mwebster@bcps.org. You must identify the bid number, within your email message. Verbal questions will not be taken.

Suppliers proposing to bid may secure a set of solicitation documents after 2:00 P.M. (EST), on or after **April 24, 2014**. Solicitation documents can be obtained electronically by emailing request to: mwebster@bcps.org. Email requests MUST include bidders' corporate address, phone number, fax number, and representatives contact name. Additionally, hard copy contract documents are available for pickup at the Office of Purchasing, 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204. There is no cost for the solicitation.

A pre-bid meeting is scheduled for **May 6, 2014, 1:00 P.M.**, in the Purchasing Conference Room at Baltimore County Public Schools, 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204.

Sealed bids will be received until **May 23, 2014, no later than 10:30 A.M.** in the Office of Purchasing at Baltimore County Public Schools Office of Purchasing, located at 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204. A public bid opening will be held approximately 10 minutes after the due date and time for this solicitation.

The contractor or suppliers who provide materials, supplies, equipment, and/or services for the above bid shall attempt to achieve 14% 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
Richard Gay, Manager, Office of Purchasing

BALTIMORE COUNTY PUBLIC SCHOOLS

PART I: GENERAL TERMS AND CONDITIONS

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

1. AN INVITATION TO BID

- a. Baltimore County Public Schools (BCPS) invites all interested and qualified bidders to bid on all proposals in accordance with directions available in the Office of Purchasing, 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204.
- b. In accordance with State law, all bids having a potential award value of \$25,000 or more shall be advertised for at least two (2) weeks before bids are to be filed.
- c. For the purpose and clarity of this document only, "BCPS" will mean the Baltimore County Public Schools and/or the Board of Education of Baltimore County. Also, for the purpose and clarity of this document the word "Bidder" will mean any reliable and interested broker, vendor, contractor and/or manufacturer who want to bid this contract.
- d. Only authorized dealers may bid on requested equipment. At the discretion of BCPS, a certificate, executed by the manufacturer, may be requested stating that the bidder is an authorized agent of the manufacturer and is duly authorized to service and maintain the equipment
- e. These specifications are intended to cover the various types of purchases of equipment, materials, supplies or services as shown to any or to each of the various public schools, or to any designated warehouse or warehouses in Baltimore County, Maryland whichever is specified, in quantities to be determined subsequent to the bid opening. There are approximately 200 schools and offices in BCPS.
- f. 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 WILL BE REJECTED.
- g. 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. No bid on a combination of items will be permitted except as provided for on the proposal sheet and/or in Part II, Specifications.
- h. BCPS shall receive sealed proposals until date and time indicated on bid cover. Bids must be delivered to the Office of Purchasing at the above address where they will be opened and publicly read at a stated time. Bids must be delivered in sealed opaque envelopes and clearly marked on the outside: Name of Bidder, Due Date and Time, Bid Number and Bid Title.

- i. 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 the Office of Purchasing. (Refer to Part II, Specifications.)
- j. The product offered by the bidder shall be new, not used, and the latest version of the product. Should a product be discontinued and/or upgraded during the course of the contract, the 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.
- k. The successful 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 vendor's compliance with the specifications.

2. BID PREPARATION, PROPOSAL SHEET, BID OPENING

- a. Bidder must submit one (1) original, with original signatures, of their proposal using BCPS proposal forms, unless otherwise directed. The bidder shall retain one (1) copy of the bid for their files. Bids must be signed and submitted by an authorized representative of the company. 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.
- b. Signed bids should be returned in a sealed envelope. 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.
 - 1. 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 or vendor to the contrary.
 - 2. Bids by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership.
 - 3. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of their authority to do so.

4. 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 must provide a tax certification number. Visit the following website to ensure compliance: <http://www.dat.state.md.us/sdatweb/charter.html>
- c. All bidders shall be required to complete the certificates and/or affidavits, which 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, Small Business Enterprise and Certified Minority Business Enterprise Utilization Affidavit and when applicable, Asbestos Free Certification.
- d. Bid Opening
 1. At the public opening of the bids, the bidder's names and their prices will be read and posted.
 2. Complete evaluation of the proposals 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 bidding process. A final recommendation(s) shall be prepared for review and approval by the Board of Education of Baltimore County.
 3. The recommended award will be available in the Office of Purchasing after the completed evaluation.
 4. Proposals will be available for review by the general public after Award of Contract by the Board of Education of Baltimore County. Upon acceptance and approval of the bid(s) by the Board of Education, a binding contract shall be established between BCPS and the bidder(s). Bidders may contact the Office of Purchasing to arrange a date and time to review bid documents.
- e. Bid Preparation Fees: BCPS will not be responsible for any costs incurred by a bidder in preparing and submitting a proposal in response to this bid request.

3. **BONDING**

- a. Bid Bonds may be required. Refer to Part II: Specifications--General Requirements.
- b. Performance Bonds and/or payment bonds are required on all bids meeting the following conditions. The successful bidder(s) of this contract may be required to submit either one or both of the following two (2) bonds to the Office of Purchasing within ten (10) days of receipt of the Notice of 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. 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.**

1. Performance Bond shall be required for contracts and/or awards over \$30,000 and all construction contracts in the amount of 100% of the contract price to cover faithful performance of the contract.
 2. Payment Bond (construction contracts only) shall be required for contracts and/or awards over \$30,000 and shall be required in the amount of 100% of the contract price as security for the payment of all persons performing labor and furnishing materials in connection therewith.
- c. Certified checks in the amounts stated above will be accepted in lieu of the performance bond and payment bond only upon prior approval of the Manager, Office of Purchasing. 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.
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. 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.**
- d. Bonds must be approved by surety companies, which are in the most current Circular 570 "Surety Companies Acceptable on Federal Bonds" as issued by the U.S. Treasury, Bureau of Government Finance Operations, Division of Banking and Cash Management, Washington, D.C. 20011.
1. If a bonding company is used that is not on the most current Circular 570, the vendor will be contacted to obtain a bond from an approved surety company, and resubmit it to the Office of Purchasing within ten (10) working days after the contract.
- e. Upon receipt and approval of the performance bond and/or payment bond or the certified checks, an official purchase order will be issued and the contract initiated.
- f. A letter of credit drawn on a bank with a local branch may be used in place of bonds. Letters of credit 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.**

4. COMPLIANCE WITH SPECIFICATIONS

- a. 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 decided by the Controller, Division of Business Services.

- b. Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's code, A.S.M.E. regulations, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.
- c. Where the requirements of the specifications call for higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern.
- d. Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern.
- e. In case of any apparent conflict between the specifications and such laws, ordinances, etc., the vendor shall call the attention of the Purchasing Manager/Agent to such conflict for a decision before proceeding with any work.

5. DEVIATIONS TO SPECIFICATIONS

Any deviation from the specifications must be noted in detail by the bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to BCPS to the specification as written. Any deviation by the vendor from the specifications, without prior documented approval, will be grounds for rejection of the goods and/or equipment when delivered.

6. BID PRICES

- a. Any bidder may withdraw his bid submission prior to the bid opening date and time specified. After this date and time, BCPS has a period of one-hundred twenty (120) calendar days to issue a Purchase Order or have the award of contract approved by the Board of Education, upon which, the bidder agrees to retain all prices and requirements of the bid until the completion of the contract period.
- b. Unit Prices must be rounded off to no more than two (2) decimal places unless so specified in Part II, Specifications.
- c. All unit prices on items bid shall be completed on the proposal sheet(s). A "NO BID" notation must be completed for each item not being bid. In case of error in extension of prices in the bid, the unit price shall govern.
- d. All prices bid shall include all delivery charges.
- e. Cash discounts will not be taken into consideration in determining a contract award. ALL DISCOUNTS, OTHER THAN PROMPT PAYMENT, TO BE INCLUDED IN BID PRICE.

- f. BCPS reserves the right to accept price reductions from the award vendor during the term of this contract to occur no less than thirty (30) days after award of contract.
- g. TAXES: BCPS is exempt from the payment of the Maryland Sales Tax and Federal Excise Tax. Prices quoted shall not include State Sales and Use Tax or Federal Excise Tax. Exemption certificates will be furnished upon request
 - 1. BCPS Tax Exempt Number is 30001110.

7. **SAMPLES, CATALOGS AND CATALOG CUTS**

- a. Upon request, a properly tagged sample shall be submitted by each bidder before the time of the bid opening. The tag on the sample shall indicate the item number, the name of the company submitting the sample and the bid number.
- b. BCPS will not be responsible for any samples not picked up within 30 days of the notification of bidders to do so. Samples may be retained by BCPS until bidders are notified to remove them. Bidders agree that BCPS will incur no liability for samples which are damaged, destroyed, or consumed in testing processes. Requested samples are to be delivered to the address given on the bid cover.
- c. SPECIAL SAMPLES WITH CERTIFIED APPROVAL: Some successful bidders shall be required to furnish two (2) samples of each product awarded with an affidavit stating that the chemical composition of the sample submitted is identical with the composition tested prior to the bid and all remain unchanged during the period of the contract. This requirement shall be part of the specifications of the product or products requested.
- d. Catalogue cuts and descriptive data shall be attached to the original copy of the bid, where applicable.
- e. Failure to submit the above information is sufficient grounds for rejection of the bid.

8. **BIDDING PROCEDURE AND BID AWARDS**

- a. The bid specifications shall vary with each individual bid issued and the award shall be made in accordance with the specifications in Part II, which identify an individual line item, group bid or an aggregate basis.
- b. Wherever BCPS indicates the unit of measure required for bidding purposes, BCPS shall not recalculate the bidder's price(s) if it is based on a different unit of measure than that indicated in the contract. All bids for the item(s) will be rejected if this requirement is not met. However, in the best interest of BCPS, the Manager, Office of Purchasing may have the option and latitude to recalculate the bids.
- c. BCPS will not accept any proposals with bidder escalator clauses, unbalanced figures or irregular features.

- d. While these specifications are intended to describe the principal features of the items bid, bidders are notified that the proposed items will be evaluated for compliance with detailed specifications, and also for other factors such as serviceability, functional suitability, workmanship, safety in use and overall product quality where acceptability may be determined on the basis of professional judgment and educational application. All bids shall be evaluated on all factors involved, i.e., quality and service.
- e. BCPS reserves the right to reject any or all proposals and re-advertise for other bids. Bids shall be awarded to the lowest responsive bidder with consideration of the quantities, delivery schedule, purpose of the goods/services, competency and responsibility of the bidder and the ability of the bidder to perform satisfactorily.
- f. In the event of tie bids, where all other factors such as past performance on purchases/contracts 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: the Baltimore County based Minority and/or Small Business vendor, the Baltimore County based vendor, the out-of-county but Maryland based Minority and/or Small Business vendor, the out of county but Maryland based vendor, the out-of-state based Minority and/or Small Business vendor and the out-of state based vendor in that order of preference. In the event a tie bid still exists, the Coordinator 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 the school system.
- g. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids: failure to do so will be at the bidder's own risk and he cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of bidders.
- h. The bidder shall refer to "Part II: Specifications" for details regarding the Term of Contract.
- i. 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, facsimile or purchase order of their award(s). When applicable, a BCPS contract document shall also be issued.
- j. American Disabilities Act: The Office of Purchasing routinely opens all sealed bids in a public setting identified within the language of each specification. If a prospective bidder has special needs, the bidder shall contact the Office of Purchasing at least seventy-two (72) hours in advance of the published bid opening date and time to arrange for such services.
 - 1. The Office of Purchasing is located at 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204, which is accessible to the disabled.

9. **ANNULMENTS AND RESERVATIONS**

- a. BCPS reserves the right to reject bids for any and all of the items and/or to waive technical defects, if in its judgment, the interest of BCPS shall so require.
- b. 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 items(s) within the specification.
- c. 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 vendor, 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(s).
- d. Should the Award Bidder(s) 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 reserves the right to purchase the required articles in the open market, or to complete the required work at the expense of the Award Bidder(s).
- e. 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 reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities.

10. **APPEAL PROCESS**

- a. The BCPS Office of Purchasing 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 award of contract may appeal the action to the Office of Purchasing by formally notifying the designated Purchasing Agent no later than seven days after the basis for appeal is known. The bidder shall have an opportunity to meet with the Purchasing Agent to present the issues. A formal written response to the appeal shall be issued by the Purchasing Agent in a timely manner.
 - 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.

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, Business Services. This action shall occur not later than seven days from the date of award of contract. The Executive Director, Business Services reserves the right to meet with the Bidder as part of the appeal investigation. A formal written decision will be issued by the Executive Director, Business Services in a timely manner.
- b. 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 of the event.
- c. Appeal of Termination for Non-Appropriation of Funds of for loss of Appropriated Funds: NONE
- d. Any costs incurred in the appeal process will be borne by the bidder(s) in all instances.

11. DELIVERY REQUIREMENTS

- a. All materials, supplies and equipment for BCPS shall be delivered F.O.B. Destination. See Part 1, Specifications: "Section 6, Bid Prices", and "Section 14, Billing and Payment Discounts".
- b. All school deliveries shall be made during the hours of 8:30 A.M. and 3:00 P.M. local time and only on regular school days, except where noted by Purchasing Office.
- c. All warehouse deliveries shall be made during the hours of 8:00 A.M. to 3:00 P.M. on all regular scheduled school days, except where noted by Purchasing Office.
- d. All deliveries shall be made inside school, warehouse and office buildings.
 1. Special Instructions for: delivery dates, delivery of heavy equipment, materials or machinery requiring special handling, to schools/sites under construction and/or renovation, or refrigerated goods will be defined in "Part II, Specifications" of each bid.
- e. The Award Bidder(s) shall be held responsible for and shall be required to make good at their expense, any and all damage done or caused by their employees in the execution of the contract.
- f. The Award Bidder(s) shall be held responsible for clean-up and removal of all packing cartons, boxes, crates, packing materials, etc., from the premises after delivery and set up of any furniture and equipment.

g. **PACKING:**

1. All materials must be securely packed in accordance with accepted trade practices.
2. BCPS purchase order number must be plainly visible on the exterior of each container.
3. A packing slip and/or delivery ticket shall be included in each shipment. This ticket shall contain the following information: Purchase Order Number, Vendor Name, Name of the Article, Item Number, Quantity and Delivery Location, (Example: ABC Elementary School Library). Failure to comply with this condition may be considered sufficient reason to refuse to accept the goods.

12. INSPECTIONS

- a. The Coordinator of Purchasing/Purchasing Agent 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.
- b. The presence of the inspectors at the site of manufacture of the products shall not relieve the vendors 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.

13. GUARANTEE AND WARRANTIES

- a. The vendor shall unconditionally guarantee the materials and workmanship of all equipment, furniture and materials furnished by the vendor, 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 vendor 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.
 1. Furniture and Equipment: If, within the guaranteed period, any defects or signs of deterioration are noted, which in the opinion of BCPS are due to faulty design and installation, workmanship or materials upon notification, the vendor, at their expense, shall repair or adjust the equipment or parts to correct the condition, or he shall replace the part or entire unit to the complete satisfaction of BCPS. These repairs and/or replacement shall be made at such times as will be designated by BCPS to avoid any interruption to the instructional programs.

2. Office Equipment: Physical service response time by Award Bidder for all service calls shall not be greater than four (4) working hours from when request is made by BCPS. "Service response time" shall be defined as the number of working hours it takes the on-site technician to begin actual work on the equipment from the time that the service request is made by BCPS. Loaner equipment shall be supplied; free of charge, during the warranty period if the office equipment cannot be repaired within three working days.
- b. Certain pieces of equipment, machinery, and refrigeration will require guarantees other than detailed above. Refer to Part II, Specifications for requirements on specific equipment.
- c. The vendor must act as the manufacturer's agent for all warranty claims.
- d. In the event the vendor 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 vendor to correct the work or complete the performance required by the award of this bid. The vendor 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.

14. **BILLING AND PAYMENT DISCOUNTS**

- a. All invoices are to be submitted in duplicate and mailed in accordance with instructions as shown on purchase order (unless otherwise noted). A third copy (Delivery Ticket) shall be sent with the material to the appropriate location at the time of delivery.

 Invoice Mailing Address:
 Baltimore County Public Schools
 Office of Accounting
 6901 Charles Street, Building "E"
 Towson, Maryland 21204
- b. Invoices will be returned for correction unless they contain the following information: Item Numbers; Description of Item; Quantity; Unit Price extensions and total. Each invoice shall identify the BCPS Purchase Order Number, and the items shall be listed in the same order as on the Proposal and/or Purchase Order.
- c. Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments may be paid if partial shipments have been made.
- d. 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.

- e. BCPS will not pay freight bills. Delivery shall be F.O.B. to the destination(s) as noted on Purchase Order.

15. **LAWS, REGULATIONS AND PERMITS**

- a. The bidder shall comply with all Federal, State, and local laws, ordinances and regulations pertaining to work under their charge, and shall, at their expense, procure any permits which may be required.
- b. The bidder shall comply with the national safety standards as detailed in Section 17.
- c. The bidder certifies that their firm adheres to or follows non-discriminatory practices with respect to the employment and promotion of personnel without regard to color, creed, race, sex, or national origin.

16. **INSURANCE**

- a. In the event the vendor, as part of the award is responsible for installation and/or product demonstration, the vendor will be responsible for hiring personnel to perform such services at their own costs. Such personnel will be considered employees of the vendor and are under their control and direction. The vendor shall maintain Worker's Compensation in the statutory amount in accordance with the laws of the state in which the work of this contract is to be performed.
- b. The vendor shall also maintain Employer's Liability Insurance with a limit of at least \$100,000 for each occurrence to cover diseases and injuries excluded under the Worker's Compensation Act.
- c. Prior to the commencement of any work, the vendor may be required to submit a certificate of insurance evidencing Worker's Compensation and Employer Liability Insurance in the amounts required above. This certificate will indicate the amounts of insurance carried by the vendor of the following types: Comprehensive General Liability Insurance, Comprehensive Automobile Insurance, Excess Liability Insurance, and any other insurance coverage maintained by the 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.
 - 1. The Certificate of Insurance must name the Board of Education of Baltimore County as an additional insured.
- d. 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 policyholders' rating of AB@ or better, and a financial size of AClass 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.

17. SAFETY REQUIREMENTS

- a. The bidder/vendor 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.
- b. The vendor shall sign the safety section if attached in the bid proposal certifying the regulations for the type equipment furnished shall meet all regulations applying to this type equipment meeting the CFR-1910 MOSHA Standard.
- c. The vendor shall submit Material Safety Data Sheets (MSDS) for all items awarded to that vendor provided under the terms of this proposal in accordance with OSHA Communication Standard 29 CFR 1910.101, 29 CFR 1910.1200 and 29 CFR 1926.58 or any other applicable state, federal, or local regulation. Prior to delivery of the items awarded, the vendor must submit MSDS sheets to:

Baltimore County Public Schools
Office of Environmental Services
9610 Pulaski Park Drive
Baltimore, MD 21220

- d. No materials shall contain asbestos or lead.
- e. 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.

18. SUB-CONTRACTORS

- a. The Award Bidder(s) 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 Purchasing Manager. The Award Bidder(s) shall provide the name of the sub-contractor(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 Purchasing Agent/Manager. The information may be used in considering the potential performance capabilities of the sub-contractor(s).
- b. The Award Bidder(s) shall not, without prior written consent of BCPS, assign any of the moneys payable under the contract.

19. **LIQUIDATED DAMAGES**

In the event the Award Bidder(s) fails to deliver the goods or services of the contract in accordance with the specifications, BCPS reserve the right to purchase the goods/services on the open market in sufficient quantities to assure the continued operation of BCPS. All additional expenses incurred by BCPS as a result of such purchases will be deducted from the moneys owed or moneys which may become due.

20. **TERMINATIONS OF CONTRACT**

- a. Termination for Non-Appropriation of Funds: BCPS may terminate this contract, in whole or in part due to insufficient funding with written notice to the vendor. BCPS shall pay for all of the purchases, if any, incurred up to the date of the termination notice.
- b. Termination for Default: When the vendor has not performed or has unsatisfactorily performed the contract payment shall be withheld at the discretion of BCPS. Failure on the part of a vendor to fulfill contractual obligations shall be considered just cause for termination of the contract, and the vendor is not entitled to any costs incurred by vendor up to the date of termination.
- c. Termination for Convenience: BCPS has the right to withdraw from the terms of the contract, without showing cause, by providing thirty (30) calendar days written notice to the vendor. BCPS shall pay all reasonable costs incurred by the vendor up to the date of termination. The vendor shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. The Award Bidder agrees that the Award Bidder does not have a right to termination for convenience.
- d. Each participating jurisdiction and/or local education agency (LEA)/public school district has the right to withdraw from the terms of the contract, without showing cause, by providing thirty (30) calendar days written notice to the vendor(s). The participating jurisdiction/ LEA shall pay all reasonable costs incurred by the vendor(s) up to the date of termination. The vendor(s) shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

Language to support Termination for Convenience by the vendor(s) shall be so stipulated in the contract document between jurisdiction/ LEA and the vendor(s). Such language, when included, shall take precedence over the language of this specification.

21. **GOVERNING LAW AND VENUE**

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

22. 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.

23. ADDENDA

- a. All changes to the bid specification will be made through the appropriate addenda issued from the Office of Purchasing.
- b. Addenda will be available to all who are known by the Office of Purchasing to have received a complete set of Bid Documents.
- c. Copies of Addenda will be made available for inspection wherever Bid Documents are on file.
- d. 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 bidders listed on the BCPS vendor listing. 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.
- e. Each Bidder shall ascertain prior to submitting a Bid that they have received all Addenda issued and the Bidder shall acknowledge their receipt on the Addenda Affidavit Form. The Addenda Affidavit Form shall be completed and returned with the bid proposal response. Failure to return the Addenda Affidavit Form may be reason for rejection of the bid. 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.

24. INDEMNIFICATION

The Award Bidder(s) will, at its sole cost and expense, indemnify and hold the Board, its agents, employees, attorneys and representatives harmless from all claims, liens or demands that result in losses, liabilities, defense costs and expenses (including, but not limited to attorney's fees) under the terms of this contract.

25. LIMITED LIABILITY

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 statutes, the Board of Education of Baltimore County is a member of the Maryland Association of Boards of Education Group Insurance Pool for comprehensive liability coverage to \$100,000.00.

26. CONFLICT OF INTEREST, LOBBYING, AND ETHICS REVIEW PANEL

- a. In accordance with ' 15-811 through 15-815 of the State Government Article of the Annotated Code of Maryland, the Board of Education of Baltimore County has promulgated Ethics Policies, 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.
- b. 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.
- c. 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.

27. MULTI-AGENCY PARTICIPATION

- 27.1 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 it's 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.
- 27.2 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.

28. **INCLEMENT WEATHER**

- 28.1 **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.
- 28.2 **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.
- 28.3 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.

29. **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.

30. **FOREIGN LANGUAGE TRANSLATOR REQUIREMENT**

- 30.1 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.
- 30.2 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.

31. **EMPLOYMENT OF CHILD SEX OFFENDERS**

Maryland Law requires certain child sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work and/or attend school. Section 11-722(c) of the Criminal Procedure Article of the Annotated code of Maryland states, "A person who enters into a contract with a County Board of Education or a non-public school may not knowingly employ an individual to work at a school if the individual is a registrant. A person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding five years or a fine not

exceeding \$5,000 or both." If a child sex offender, as determined by the definitions contained in the Criminal Law Article of the Annotated Code of Maryland, is employed by the Award Bidder, the Award Bidder is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any BCPS property, including the project property. Violation of this provision may result in Termination for Cause.

32. 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.

33. 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.

34. DRUG, TOBACCO, AND ALCOHOL

- 34.1 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).
- 34.2 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.

35. 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.

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: 410-887-4334 FAX: 410-887-7831

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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 II specifications shall prevail)

1.0 General Scope & Services

- 1.1 This solicitation and the specifications that follow are being offered to qualify and select interested individuals, groups or organizations to submit a proposal to provide the following services to students ranging in age from birth to twenty one (21): Speech, Occupational and Physical Therapies, Audiology and Education of the Deaf/Hard-of-Hearing Using Sign Language at various locations (approximately 200 schools and offices) for Baltimore County Public Schools (BCPS). 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 that this dollar amount will be met or exceeded, nor can BCPS guarantee any minimum dollar amount to any Award Bidder(s).
 - .1 BCPS offers no guarantee as to the potential annual fees payable to any award bidder, as fees are based upon the identification and referral of students recommended for the services of this bid specification.
 - .2 The contract for services is also contingent upon the availability of work (i.e., the need for services), as well as the availability of BCPS staff to provide services of a similar type or nature.
- 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 Conditional proposals/bids will not be accepted. BCPS contractual terms and conditions shall govern.
- 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 Time is of the essence. All work must be done with the least possible disruption to the school operation and is to be coordinated with the BCPS Department of Physical Facilities.

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 certified to do business in Maryland. All Bidders shall include copies of any and all appropriate licenses necessary to perform this work. BCPS prefers that participating bidders have been in business for at least three (3) years providing these services. Bidders who cannot demonstrate to the satisfaction of BCPS that they have had similar experiences will not be considered.
- 2.2 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.
- 2.3 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 bid, 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.
- 2.4 Bidders shall complete and return with their proposal the "REFERENCE FORM" included in this solicitation. Bidders shall have successfully completed at least three (3) contracts of similar size and scope within the past three (3) years. You may include BCPS as one (1) of the three required references.

3.0 Award Bidder Employees

- 3.1 The Award Bidder(s) shall provide a copy of ALL related certifications and or licenses held by each employee listed on the "Certified Employee Form" within ten (10) days of notification of award.
- 3.2 The Award Bidder(s) has the right to remove individuals from the "Certified Employee Form" throughout the term of contract by notifying BCPS in writing.
- 3.3 The Award Bidder has the right to add individuals to the "Certified Employee Form" throughout the term of contract. However, BCPS reserves the right to review these employees work record to determine if these individuals are properly trained and experienced. Individuals that are not properly trained and experienced shall not be utilized. For all new employees, the Award Bidder shall:
 - 3.3.1 Submit employee name and last two years work history to BCPS for review. Work history must include previous employers contact information.
 - 3.3.2 Provide a copy of ALL related certifications and licenses for each employee.
 - 3.3.3 BCPS must be notified of Award Bidder(s) intent to replace worker within one (1) business day of original workers departure. Award Bidder shall provide proof of required certifications for the new worker within ten (10) business days of assignment to BCPS contract.
- 3.4 Utilizing any employee not previously approved by BCPS is reason for immediate termination of the contract for cause.
- 3.5 Award Bidder(s) shall demonstrate to the satisfaction of BCPS that employees who will be used on any BCPS project are properly trained and experienced in the services outlined herein.

4.0 Sites

- 4.1 The services shall be provided in a variety of locations in the county, including Elementary, Middle and High Schools, Special Schools, Infants and Toddlers Centers, and limited home visits.

5.0 Bonding and Certificates of Insurance

- 5.1 A Bid Bond is NOT required for this solicitation.
- 5.2 PERFORMANCE AND PAYMENT BONDS are not required for this solicitation.
- 5.3 CERTIFICATES OF INSURANCE
 - 5.3.1 Certificates of insurance will be provided by Award Bidder(s) only. Certificates shall be made out in the name of the "Board of Education"

of Baltimore County". The notification of any change in status of the insurance shall be provided to the Contracting Assistant, 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204.

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

Baltimore County Public Schools
Patricia Onheiser, Purchasing/Contracting Assistant
6901 Charles Street, Building "E", 1st Floor
Towson, Maryland 21204

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

- .3 The Certificates of Insurance cancellation notice shall read:

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

NOTE: ALL other wording shall be deleted.

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

- 5.3.3 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.

6.0 Small Business and/or Certified Minority Business Enterprises

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

6.1.1 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: A business with fewer than fifty (50) employees which generates an annual revenue less than \$10 million dollars. BCPS reserves the right to request tax documents to support such a claim.
- 6.2 Each bid submitted including a submittal from a certified minority business enterprise, in response to this solicitation shall be accompanied by a completed Small and Minority Business Enterprise Utilization Affidavit.
- 6.3 The following documentation shall be considered as part of the contract, and shall be furnished **with your proposal/bid**:
- 6.3.1 Small and Minority Business Enterprise and Prime Contractors Statement of Intent: A separate form completed and signed by the prime contractor and each SBE/MBE firm.
 - 6.3.2 A Request for Waiver (if necessary) with supporting documentation, which represents a good faith effort by the bidder to obtain the SBE/MBE participation goal but it was unable to be obtained, or was unable to be obtained at a reasonable price, and that the public interest is served by a waiver. If the bidder is unable to achieve the contract goal of 14 percent for SBE/MBE participation, they may submit a written request for a waiver by completing the Request for which shall include the following:
 - .1 A detailed statement of the efforts made by the bidder to identify and select portions of the work proposed to be performed by subcontractors in order to increase the likelihood of achieving the stated goal;
 - .2 A detailed statement of the efforts made by the bidder at least 10 days before the bid opening to solicit small and minority business enterprises through written notices that describe the categories of work for which subcontracting is being solicited, the type of work to be performed, and specific instructions on how to submit a bid;
 - .3 A detailed statement of the bidder's efforts to make personal contact with SBE/MBE firms identified for item (2) above;
 - .4 A record of the name, address, telephone number, and dates contacted for each SBE/MBE identified under items (2) and (3) above;

- .5 A description of the information provided to SBE/MBEs regarding the plans, specifications, and the anticipated time schedule for portions of the work to be performed;
 - .6 Information on activities to assist SBE/MBE's to fulfill bonding requirements, or to obtain a waiver of these requirements;
 - .7 Information on activities to publicize contracting opportunities to small and minority business enterprises, attendance at pre-bid meetings, or other meetings scheduled by the MBE Liaison or designated representative;
 - .8 As to each SBE/MBE that placed a subcontract quotation which the bidder considers not to be acceptable, a detailed statement of reasons for this conclusion; and
 - .9 A list of small and certified minority subcontractors found to be unavailable. This shall be accompanied by a Small and Minority Subcontractor Unavailability Certificate signed by the small and/or minority business enterprise or from the bidder indicating that the small and/or minority business did not provide the written certification.
- 6.4 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.
- 6.5 The MBE Liaison may assist the apparent low bidder in identifying certified minority businesses that could participate in the contract.
- 6.6 Small Business and/or certified Minority Business Enterprise policies, procedures and/or requirements, as stated above, pertain to projects that are BOARD/COUNTY funded. In some instances, projects may be partially funded by the STATE. When a specific project is partially funded by the STATE, the Award Bidder shall attempt to achieve the result that a minimum of 25 percent of the total project value is made directly or indirectly from certified minority business enterprises, with a minimum of 7 percent from certified African American-owned businesses, a minimum of 4 percent from certified Asian American-owned businesses, and the balance from all certified minority business enterprises. All general contractors and subcontractors including certified MBE firms, when bidding as general or prime contractors, are required to attempt to achieve the MBE subcontracting goals from certified MBE firms approved by the Maryland Department of Transportation (MDOT). Reference: MINORITY BUSINESS ENTERPRISE PROCEDURES FOR STATE FUNDED PUBLIC SCHOOL CONSTRUCTION PROJECTS as attached to this solicitation.

7.0 Bid Submission

- 7.1 Return of bids to: BALTIMORE COUNTY PUBLIC SCHOOLS
OFFICE OF PURCHASING
MWE-857-14 Attn: Melanie Webster
6901 Charles Street, Building "E", 1st Floor

Towson, Maryland 21204

- 7.1.1 Bids must have the Bid Due Date and Time, bidder's name, and the above address on the OUTSIDE of the return envelope. Plainly print the words "SEALED BID" on the outside of the envelope to avoid premature opening of the bid.
- 7.1.2 All bids must be delivered to the above address by the specified due date and time. Bids returned to any other address will not be considered.
- 7.2 Proposals shall include all of the following, as outlined within "SECTION 00400-FORM OF PROPOSAL":
 - 7.2.1 Section 00400-1: Cover Page.
 - 7.2.2 Section 00400-2: "Price Proposal - Instructions"
 - 7.2.3 Section 00400-3-5: "Price Proposal Pages". Complete, sign and return with bid.
 - 7.2.4 Section 00400-6: "Technician Form". Complete, sign and return with bid.
 - 7.2.5 Section 00400-7: "References". Complete, sign and return with bid.
 - 7.2.6 Section 00400-8: "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.
 - 7.2.7 Section 00400-9: "Proposal Sheet". Complete, sign and return with bid.
 - 7.2.8 Section 00400-10: "State of Maryland Anti-Bribery Affidavit" & "State of Maryland Tax Certification" (on same page). Complete, sign and return with bid.
 - 7.2.9 Section 00400-11: "Certification Regarding U.S. Government Debarment, Suspension, Ineligibility, and Voluntary Exclusion". Complete, sign and return with bid.
 - 7.2.10 Section 00400-12: "Board of Directors Diversity Affidavit". Complete, sign and return with bid.
 - 7.2.11 Section 00400-13: "Small Business Enterprise Affidavit". Complete, sign and return with bid.
 - 7.2.12 Section 00400-14: "Small and Minority Business Enterprise Utilization Affidavit". Complete, sign, notarize and return with bid.

- 7.2.13 Section 00400-15: "SBE/MBE Statement of Intent". Complete, sign and return with bid.
- 7.2.14 Section 00400-16: "SBE/MBE Request For Waiver". Complete, sign, notarize and return with bid".
- 7.2.15 Section 00400-17: "SBE/MBE Minority Subcontractor Unavailability Certificate". Complete, sign and return with bid.
- 7.2.16 Section 00400-18: "No Bid Page". This page should only be returned if not participating in the bid.
- 7.2.17 All other information and/or forms and/or affidavits specified in Specifications Part II, Technical Specifications, and/or Addenda issued.
- 7.3 All proposals shall be "original". No proposal copies or duplication shall be provided to BCPS at time of bid. Submit one complete original proposal only.
- 7.4 Proposals received after the published due date/due time will be rejected as non-responsive.
- 7.5 Proposals submitted improperly and/or incomplete may be deemed as non-responsive.

8.0 Bidder Registration

- 8.1 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:
 - 8.1.1 Type the following into your browser:
<http://www.bcps.org/offices/purchasing/>
 - 8.1.2 Click the link: "Visit our Vendor Self Service Center"
 - 8.1.3 Select "Creating A New Account" for detailed instructions. Print these instructions for reference, and then return to the VSS welcome page.
 - 8.1.4 Click onto "Register" from the VSS welcome page and follow the instructions you printed.
 - 8.1.5 Complete the application. Record your UserID and Password for future use.
- 8.2 Bidders are advised that if you do not have access to the website through your home or business, that the BCPS has two computers available for your use in our Office of Purchasing located at 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204. The VSS is accessible to all interested bidders at this location. Assistance is also available for making the proper connections.
- 8.3 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.

- 8.4 BCPS has a bidder's Hotline in place that is updated weekly to inform interested parties of bids that have been issued. For information regarding bids, please call 410-887-7819 OR: visit website: <http://www.bcps.org/offices/purchasing/> Click onto "Bid Board"; Click onto "Invitation to Bid".

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

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. Each participating bidder shall be e-mailed and/or faxed a copy of the posting of prices upon verification of prices by BCPS. This process will take several days (or longer depending upon the number of bidders).
- 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 of Contract

- 12.1 All of the specifications are mandatory requirements. The bidders' proposals must include a response to every item listed under Program Services. Failure on the part of the bidder to meet this requirement will constitute non-compliance to the specification and will eliminate the proposal from further consideration.
- 12.2 Any deviations from the specifications must be specifically flagged by the bidder with a detailed explanation as to why the deviation is **equal to** or **superior to** the specifications as stated.
- 12.3 Proposals will be evaluated based on a combination of Performance Of Services and Cost. **Minimum Billing is set for all bidders at ½ hour.**
- 12.4 BCPS reserves the right to award a contract for services on an individual category i.e., Speech Therapy, Occupational Therapy, Physical Therapy, Audiology, and Education of the Deaf/Hard-of-Hearing Using Sign Language; a combination of categories; or an aggregate of all categories.
- 12.5 BCPS reserves the right to award to multiple bidders.
- 12.6 BCPS will consider the past performance, i.e., the quality of services of bidders who have previously contracted with BCPS for these services.
- 12.7 Qualified bidders may be required, after initial screening of the proposals, to provide designated representatives of BCPS with (a) an oral presentation which amplifies the components of the proposal, or (b) written responses to specific questions.
- 12.8 Bidders shall provide three (3) references, with phone numbers and contact persons, with whom they have had similar contracts within the last two years.
 - .1 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.
- 12.9 Proposals from BCPS employees who provide the services herein solicited shall be disallowed.
- 12.10 BCPS's needs and the availability of award bidders fluctuates to the extent that BCPS may experience periods in which an insufficient number of award bidders are available. Therefore, BCPS reserves the right to add new award bidders at any time during the contract term. Firms that did not submit an initial proposal may still be added at any time during the contract term by submitting a proposal and by meeting the qualifications contained herein.

- 12.11 It is a presupposition that bidders employ a regular, full-time staff of therapists as well as a complete administrative staff. BCPS, therefore, will consider as non-responsive proposals from bidders who only broker therapists.
- 12.12 BCPS does not guarantee that all or any work will be done and reserves the right to reject all bids and to re-bid at its discretion. BCPS reserves the right to issue separate formal bids for any repair and/or installation services.

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 through June 30, 2019.
- 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 BCPS reserves the option to renew this contract on a yearly basis for a period up to three additional years. Prior to a contract renewal, BCPS and the award bidder(s) shall meet and confer regarding performance, revisions and modifications to this contract.
 - .1 Services identified in the bid specification may be subject to change in the course of a contract term to respond to modification of local, state and/or federal guidelines for student services.
 - .2 Any additional services or procedures necessary for the care and treatment of the individual will be developed and agreed upon by BCPS and the award bidders in writing.

14.0 Assignment of Work

- 14.1 At its sole discretion, BCPS reserves the following rights:
 - .1 To perform any work at any location utilizing "in-house/BCPS personnel" for any project
 - .2 To issue a new solicitation for these services at any one or combination of sites, separate from this bid
 - .3 To obtain the work from any source, if for any reason, none of the Award Bidders can complete the services within the time frame required by BCPS.

15.0 Hourly Rates

- 15.1 **"Regular Hourly Labor Rate"** for services will be in effect from 7:00 A.M. until 5:00 P.M. EST Monday through and including Friday. The rate is for one (1) certified therapist, on-site working. Inclusive of all overhead, including but not limited to: driving time to and from the job site, materials,

proper disposal, paperwork, salary of employees, and profit. The hourly rate must include overseeing and providing the work.

- 15.2 **"Regular Hourly Labor Rate – Off Hours"** for services will be in effect Monday through and including Friday from 5:00 P.M. until 11:00 P.M. EST and Saturday from 7:00 A.M. until 3:00 P.M. EST. The rate is for one (1) certified therapist, on-site working. Inclusive of all overhead, including but not limited to: driving time to and from the job site, materials, proper disposal, paperwork, salary of employees, and profit. The hourly rate must include overseeing and providing the work.
- 15.4 "Overtime Rate" is 1.5 times the Regular Hourly Labor Rate and/or the Regular Hourly Labor Rate – Off Hours. Overtime will be paid for hours other than those specified in the Regular Hourly Labor Rate and/or the Regular Hourly Labor Rate – Off Hours. BCPS will not pay any overtime rates unless prior written authorization is received by Award Bidder(s).
- 15.5 "Working Hours": are those hours the employees are actually on site working, excluding lunch time and/or breaks.
- 15.6 BCPS shall not reimburse for travel expenses, or vehicle mileage, nor shall BCPS reimburse for travel time to obtain parts.
- 15.7 BCPS shall not reimburse for cell phone usage.
- 15.8 Award Bidder(s) shall be granted the option to request an adjustment to Hourly Labor Rates on each contract anniversary date. All adjustment requests affecting hourly labor rates must be made in writing to the Office of Purchasing and in accord with the conditions outlined herein.
 - .1 Award Bidder(s) will have thirty (30) days from the contract anniversary date to submit a request for a Consumer Price Index (CPI) adjustment which may be applied to "Hourly Rate". 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 Under the section "CPI Databases" click the "TOP PICKS" icon next to "All Urban Consumers (Current Series) (Consumer Price Index - CPI)".
 - .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 (Note: The file can be downloaded into an excel worksheet.)

- .6 Adjustments shall be based on the average of the 12 months percentage change published by the U.S. Bureau of Labor Statistics at the time of request. For example, an adjustment request is submitted by Award Bidder to BCPS on December 10, 2011. The contract anniversary date is January 1. The U.S. Bureau of Labor Statistics has published data up to October 2011. Price adjustment would be based on the average from November 2010 to October 2011. This calculation shall include monthly U.S. Bureau of Labor Statistics data labeled as "Preliminary".
- .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 and/or goods 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.
- .3 BCPS reserves the right to decrease rate, if such downward adjustment is reflected within CPI data.

16.0 Contract Performance

- 16.1 Any modifications to the contract may occur only upon receipt of written approval of the Office of Special Education, Office of Infants and Toddlers, and/or the Office of Purchasing.
- 16.2 The award bidders' performance will be evaluated by BCPS' Coordinator of Related Services, Office of Special Education, and/or the school administrator or the Infants and Toddlers program team leader(s) on an ongoing, discretionary basis.
- 16.3 Should an award bidder fail to meet the requirements of the bid specifications, the contract shall be subject to review by designated BCPS representatives. If there is sufficient deviation in service, the award bidder shall meet with BCPS

representatives to review the concerns/issues, and develop a mutually agreed upon period of time for correction of service deficits. Failure to resolve service deviations shall result in cancellation of the contract.

- 16.4 abide by the BCPS no smoking policy. BCPS maintains a Tobacco-Free environment. Furthermore, BCPS policy prohibits gambling, alcohol, drugs and obscene/abusive language.

17.0 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.

18.0 Applicable Standards and Guidelines

- 18.1 Award Bidder(s) shall assume full responsibility and liability for the compliance with all applicable federal/state/county laws, regulations, standards, licensing requirements and patented systems pertaining to all work practices.
- 18.2 All work is to be handled in complete compliance with OSHA and MOSHA requirements. Every effort is to be made to insure the safety of all individuals during work, as well as, during operation.
- 18.3 Award Bidder(s) shall assume full responsibility and liability for the protection of workers, visitors to the work site and persons occupying areas adjacent to the work site.
- 18.4 Award Bidder(s) shall have available, copies of all applicable codes, regulations, standards, documents and this specification.
- 18.5 Where conflicts among the requirements of the codes, regulations, standards, documents and this specification exist, the most stringent requirement shall be utilized by the Award Bidder(s).

19.0 Invoicing and Payment

- 19.1 Payment will be made on a monthly basis pending the award bidder's submission of a detailed duplicate invoice identifying the student's name, school and designated type of service, hours and dates of service for the preceding month and the submission of third party encounter forms. Invoices must be accompanied by the BCPS Agency Service Log. Send invoices to:

Baltimore County Infants and Toddlers Program
Infants and Toddlers Program
Attention: Paula Boykin
105 West Chesapeake Avenue
Towson, MD 21204

OR

Solicitation Number: MWE-857-14

BCPS
Office of Special Education
Attention: Denise Mabry
105 West Chesapeake Avenue
Towson, Maryland 21204

END OF PART II: SPECIFICATIONS--GENERAL REQUIREMENTS

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: 410-887-4334 FAX: 410-887-7831

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PART III: TECHNICAL SPECIFICATIONS

1.0 RESPONSIBILITIES OF AWARD BIDDERS

- 1.1 Professional certification in the specific discipline areas of SLP, OT, OTA, PTA, PT, Audiology and licensure from the Maryland State Department of Mental Health and Hygiene is required. These documents must be kept on file by the award bidder and made available to BCPS upon request.
- 1.2 After notification of award of contract, the award bidders' personnel who have direct contact with the students must be finger printed. Call 410-887-0309 to arrange an appointment. The charge is \$76. Award bidders are responsible for the charge.
- 1.3 The award bidders shall, without additional cost to BCPS, be responsible for all necessary licenses, permits and related fees for complying with any and all federal, state and local laws, codes and regulations related to the initiation and performance of the contract.
- 1.4 The award bidders shall be responsible to verify all personnel involved in the performance of the contracted services have been certified by finger printing (background investigation), citizenship status, and drug-free testing.
- 1.5 The award bidders' administrative representatives shall monitor program performance through a monthly activities report (Agency Service Log) that shall include scheduled times and hours of the contracted services personnel. Representatives shall also serve as the contact persons with BCPS Office of Related Services. One (1) copy of the report shall be submitted to Denise Mabry, Office of Special Education, or to Paula Boykin, Baltimore County Infants and Toddlers Program with the biweekly or monthly invoice.
- 1.6 Award bidders shall use BCPS forms exclusively when providing services.
- 1.7 Award bidders shall notify the Office of Special Education and local school personnel before service providers are changed. Award bidders who fail to provide this notification are subject to termination of contract.

2.0 PROGRAM SERVICES -- DUTIES OF AWARD BIDDERS

- 2.1 Services for students/infants and toddlers in this program shall include, but not be limited to:
 - .1 Screening and assessment, including completion of written reports;
 - .2 Ongoing therapy;
 - .3 Planning lessons when appropriate, i.e., direct instruction through sign communication, including planning lessons for deaf education;

- .4 Completing hearing screenings on Speech/Language caseload;
- .5 Providing school/home visits as required;
- .6 Communicating with families/guardians as agreed upon;
- .7 Participating in the development of appropriate IEP's, IFSP's and/or student service plans.
- .8 Attending IEP or IFSP team meetings as necessary and when available;
- .9 Providing consultation with teachers, families, and respective service agencies;
- .10 Submitting third party "encounter" billing forms on a monthly basis to the Office of Third Party. Funds may be withheld from award bidder if encounter forms are not submitted;
- .11 Using and completing BCPS forms within the designated timelines as directed by BCPS, such as IEP, **IFSP**, Student Service Plans, Caseload Logs, assessment reports, and Quarterly Reports;
- .12 Using and completing appropriate Infants and Toddlers statistical forms on a monthly basis and submitting them to the appropriate Infants and Toddlers team leader(s);
- .13 Observing all school system and Infants and Toddlers policies and procedures as described during the orientation;
- .14 Attempting to provide substitute coverage in the event the award bidders' staff is absent;
- .15 Informing local school personnel and the Office of Special Education prior to any therapist change;
- .16 Safety and Health - Children must be supervised by an adult at all times. No child or group of children shall be left unattended in the classroom, at the school, at the infant-toddler center or at home. All children shall be escorted to and from the classroom if direct therapy is recommended in the IEP, IFSP and/or Student Service Plan.
- .17 The award bidders shall adhere to the state requirement for supervision of assistants and provide documentation on the log.
- .18 Providing supervisory support on site if requested by the Office of Special Education or Infants and Toddlers.
- .19 Being trained in the use of the BCPS web based IEP program, Third Party Billing Procedures

- .20 Obtaining BCPS e-mail account
- .21 Providing BCPS team leaders with current schedule of BCPS caseload.
- 2.2 Billable services include the following only. Logs must state specifically which of the following service(s) is (are) being billed.
 - .1 Direct therapy or instruction;
 - .2 Indirect services, i.e., consultations with teachers, parents, medical personnel, etc;
 - .3 Attendance at IEP/IFSP meetings;
 - .4 Participation in mediation/due process hearings;
 - .5 Screenings;
 - .6 Administering of assessment test, excluding report preparation;
 - .7 Staff Orientation, including training for Third Party Billing and Tienet;
 - .8 ½ hour planning per 6 ½ hour day: for the purposes of planning, report writing, IEP development, quarterly reports, etc.
 - .9 A preparation day at the beginning of a new assignment, based on full time.
- 2.3 All vendor contacts and service providers must maintain confidentiality regarding student information and services provided per BCPS policies and procedures.
- 3.0 **BCPS RESPONSIBILITIES**
 - 3.1 Provide an orientation as to policies and procedures, scheduling/routine, student-related indications/precautions.
 - 3.2 Identify and provide documentation forms.
 - 3.3 Provide parking at BCPS facilities.
 - 3.4 Maintain the confidentiality of the award bidders' proprietary information.
 - 3.5 Allow time for award bidders to participate in their own continuing education/training programs when arranged in advance, (i.e., a minimum of five working days in advance of the scheduled event). This is non-billable time.
 - 3.6 Provide written BCPS Infants and Toddlers policies and procedures.
 - 3.7 Provide training for Third Party billing procedures, Tienet (computerized IEP development system, and orientation of BCPS policies and procedures.

4.0 PRICING

- 4.1 Bidders should provide an hourly fee for therapist services and assistant services that include all related expenses. (e.g., mileage, travel, meals)
- 4.2 Proposals containing any additional fees will be considered non-responsive and shall be eliminated from further consideration.
- 4.3 BCPS will only honor charges that:
 - .1 Are for the services only as listed in Section 2.2 above. Charges for lunch time, travel time, mileage, consulting outside of a specified reason or hours, etc. will be disallowed. Award bidders who charge for non-authorized services are subject to termination of contract.
 - .2 Are within a **7 hour work day** (excluding lunch) for students aged three years and older; and are within an **8 1/2 hour work day** for children from birth to aged two years.
 - .3 Fall on days when schools are open, or on days when the Infants and Toddlers program operates.
 - .4 Fall within the parameters of the designated assignment for the school;
 - .5 Have been signed for by an administrator or designee at the school, or an appropriate Infants and Toddlers team leader, Related Service Team Leader, or by the student's or child's parent.

BALTIMORE COUNTY PUBLIC SCHOOLS

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

Division of Support Services

Office of Purchasing

Creating a Culture of Deliberate Excellence - An Affirmative Action Employer

SECTION 00400 "FORM OF PROPOSAL"

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

Cover Page	00400-1
Price Proposal - Instructions	00400-2
Price Proposal Pages	00400-3-5
References	00400-6
Addenda	00400-7
Proposal Sheet	00400-8
State of Maryland Anti-Bribery Affidavit & Tax Certification	00400-9
Certification Regarding U.S. Government Debarment	00400-10
Board of Directors - Diversity Affidavit	00400-11
Small Business Enterprise Affidavit	00400-12
Small and Minority Business Enterprise Utilization Affidavit	00400-13
SBE/MBE Statement of Intent	00400-14
SBE/MBE Request For Waiver	00400-15
SBE/MBE Minority Subcontractor Unavailability Certificate	00400-16
*No Bid Page	00400-17

SECTION 00400 - FORM OF PROPOSAL

DATE: _____

SOLICITATION TITLE: Special Education Services: Speech, Occupation and Physical Therapies, Audiology, and Education of the Deaf/Hard-of-Hearing Using Sign Language

BCPS BID NUMBER: MWE-857-14

BID SUBMITTED BY: _____
(Company Name)

SUBMITTED TO: Baltimore County Public Schools
Office of Purchasing
6901 Charles Street, Building "E", 1st Floor
Towson, Maryland 21204

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress, or performance of the Work and has made such independent investigations, as BIDDER deems necessary.

(Signature of Bidder) (Date)

PRICE PROPOSAL - INSTRUCTIONS:

BIDDERS ARE NOT REQUIRED TO SUBMIT PRICING FOR EVERY "ITEM" CONTAINED WITHIN THIS FORM OF PROPOSAL.

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.

(Signature of Bidder) (Date)

PRICE PROPOSAL PAGE

ITEM 1A: "REGULAR HOURLY LABOR RATE" for one (1) Speech Language Pathologist:

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

ITEM 1A BID: _____ (IN WRITING)

ITEM 1B: "REGULAR HOURLY LABOR RATE – OFF HOURS" for one (1) Speech Language Pathologist:

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

ITEM 1B BID: _____ (IN WRITING)

ITEM 2A: "REGULAR HOURLY LABOR RATE" for one (1) Physical Therapist:

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

ITEM 2A BID: _____ (IN WRITING)

ITEM 2B: "REGULAR HOURLY LABOR RATE – OFF HOURS" for one (1) Physical Therapist:

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

ITEM 2B BID: _____ (IN WRITING)

(Signature of Bidder)

(Date)

PRICE PROPOSAL PAGE – Continued

ITEM 3A: "REGULAR HOURLY LABOR RATE" for one (1) Physical Therapist Assistant:

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

ITEM 3A BID: _____ (IN WRITING)

ITEM 3B: "REGULAR HOURLY LABOR RATE – OFF HOURS" for one (1) Physical Therapist Assistant:

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

ITEM 3B BID: _____ (IN WRITING)

ITEM 4A: "REGULAR HOURLY LABOR RATE" for one (1) Occupational Therapist:

ITEM 4A BID: \$ _____ (IN DOLLARS)

ITEM 4A BID: _____ (IN WRITING)

ITEM 4B: "REGULAR HOURLY LABOR RATE – OFF HOURS" for one (1) Occupational Therapist:

ITEM 4B BID: \$ _____ (IN DOLLARS)

ITEM 4B BID: _____ (IN WRITING)

(Signature of Bidder)

(Date)

PRICE PROPOSAL PAGE – Continued

ITEM 5A: "REGULAR HOURLY LABOR RATE" for one (1) Occupational Therapist Assistant:

ITEM 5A BID: \$ _____ (IN DOLLARS)

ITEM 5A BID: _____ (IN WRITING)

ITEM 5B: "REGULAR HOURLY LABOR RATE – OFF HOURS" for one (1) Occupational Therapist Assistant:

ITEM 5B BID: \$ _____ (IN DOLLARS)

ITEM 5B BID: _____ (IN WRITING)

ITEM 6: Audiological Assessment (including report) Fee per examination: BCPS site:

ITEM 6 BID: \$ _____ (IN DOLLARS)

ITEM 6 BID: _____ (IN WRITING)

ITEM 7: Daily Fee Substitute teachers using sign language for Deaf/Hard-of-Hearing students.
6.5 Hours per day, excluding lunch, including lesson plans.

ITEM 7 BID: \$ _____ (IN DOLLARS)

ITEM 7 BID: _____ (IN WRITING)

ITEM 8: Home Visit for SLP, OT, PT

ITEM 8 BID: \$ _____ (IN DOLLARS)

ITEM 8 BID: _____ (IN WRITING)

(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 eighteen (18) months. 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
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Reference #2

 Customer/Client Name

 Description of Product or Services Provided to Customer/Client

Representatives Name	() Representative's Phone #	() Fax Number	Email
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Reference #3

 Customer/Client Name

 Description of Product or Services Provided to Customer/Client

Representatives Name	() Representative's Phone #	() Fax Number	Email
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(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_____
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, unemployment insurance contribution, reimbursement payments, and interest not barred by limitations and payable to the comptroller, the Department of Assessments and Taxation or the Department of Economic and Employment Development or has provided for payment in a manner satisfactory to the unit responsible for collection; and if the bidder or offeror is a vendor of tangible personal property, the bidder or offeror possesses a valid sales and use tax license under Title 11, Subtitle 7 of the Tax - General Article.

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

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.

Witness_____
Signature_____
Date_____
Name/Title (please type or print)_____
Name/Title (please type or print)_____
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.

SMALL BUSINESS ENTERPRISE AFFIDAVIT

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

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

Name and Title: _____

Company: _____

Street Address: _____

City, State, Zip: _____

Business Phone: _____

Signature

Date

Witness

Date

Print Name Signed Above

Print Name Signed Above

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

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 fourteen (14) 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

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

Notary Public

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

PROJECT
NAME: _____

PROJECT
LOCATION: _____

A. Name of Bidder: _____

B. Name of
SBE/MBE: _____

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

(Signature of Subcontractor) (Date)

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

(Signature of Bidder) (Date)

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

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

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

(Company Name)

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

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

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

Signature _____ Date _____

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

Notary Public

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

Signature _____ Date _____

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

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

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:

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

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

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

____ 4. Please COMPLETE the following:

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

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

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

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

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

COMPANY

AUTHORIZED SIGNATURE

TYPED NAME/TITLE

ADDRESS

CITY/STATE/ZIP

PHONE

_____ FAX _____

Return to:

Baltimore County Public Schools
Purchasing Agent
6901 Charles Street, Building "E", 1st Floor
Towson, Maryland 21204

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

FOR

BALTIMORE COUNTY FUNDED CONTRACTS

Baltimore County Public Schools

Focused on Quality, Committed to Excellence

Effective: April 2, 2001

Revised: November 1, 2005

BALTIMORE COUNTY PUBLIC SCHOOLS

Joe A. Hairston, Superintendent

Towson, Maryland 21204-3711

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

1. Small Business and Certified Minority Business Enterprise Utilization Affidavit – The bidder shall submit this affidavit with the bid proposal; failure to submit may result in the bid being determined non-responsive.
2. Small Business/Certified Minority Business Enterprise and Potential Award Bidder's Statement of Intent – This form shall be completed and signed by bidder and each SBE/MBE firm selected as part of the bidder's team.
3. Request for Waiver (if applicable) – This form shall be submitted by the bidder if necessary. See procedures for instructions.
4. Small Business and Certified Minority Business Enterprise Subcontractor Unavailability Certificate – This certificate must be signed by the bidder and accompanied by a list of small and certified minority business enterprise subcontractors or suppliers found to be unavailable.
5. Standard Monthly Contractor's Requisition for Payment – The potential award bidder shall complete this form with each requisition submitted for payment. **This form shall be completed for construction projects only.**

BALTIMORE COUNTY PUBLIC SCHOOLS

Division of Physical Facilities

Melanie Webster

Minority Business Enterprise Officer

Timonium Business Park

1940-G Greenspring Drive

Timonium, MD 21093

Telephone: 410-887-4334

Fax: 410-887-7831

SMALL BUSINESS ENTERPRISE AND CERTIFIED MINORITY BUSINESS ENTERPRISE PROCEDURES FOR COUNTY FUNDED CONTRACTS

1.0 Purpose

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

2.0 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 2, 2001.

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, and its gross sales did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;
 - e. its retail operations did not employ more than 25 persons, and its gross sales did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;
 - f. its manufacturing operations did not employ more than 100 persons, and its gross sales did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;
 - g. its service operations did not employ more than 100 persons, and its gross sales did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years; and
 - h. its construction operations did not employ more than 50 persons, and its gross sales did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years.
 - 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. A notarized Small Business Enterprise and Certified Minority Business Utilization Affidavit.
 - b. A properly executed Small Business Enterprise/Certified Minority Business Enterprise and Potential Award Bidder's Statement of Intent form for each SBE/MBE participating in the contract, that describes:
 - (1) The contract work to be performed, or items furnished by the SBE/MBE
 - (2) The proposed timetable for performance
 - (3) The agreed prices to be paid for the work or supplies; and
 - (4) The percentage of the total value of the contract
 - c. If the bidder is unable to achieve the contract goal of 14 percent for SBE/MBE participation, the bidder will submit a written request for waiver by completing the Request for Waiver form which shall include the following:
 - (1) A detailed statement of the efforts made by the bidder to identify and select portions of the work to be performed by subcontractors and/or suppliers in order to increase the likelihood of achieving the stated goal;
 - (2) A detailed statement of the efforts made by the bidder to solicit SBE/MBE firms;
 - (3) A detailed statement of the bidder's efforts to make personal contact with SBE/MBE firms identified for item (2) above;
 - (4) A record of the name, address, telephone number and dates contacted for each SBE/MBE firm identified in items (2) and (3) above;
 - (5) A description of the information provided to SBE/MBE firms regarding the plans, specifications, and the anticipated time schedule for portions of the work to be performed;
 - (6) A detailed statement of reasons for the rejection of a subcontractor's quotation from the SBE/MBE firm which the bidder considers not to be acceptable; and,
 - (7) A list of SBE/MBE subcontractors and/or suppliers found to be unavailable . This list shall be accompanied by a Small Business Enterprise/Certified Minority Business Enterprise Subcontractor Unavailability Certificate form signed by the SBE/MBE firm and the bidder.
 - d. In the event a bidder seeks a waiver of the fourteen percent (14%) goal, the bidder shall submit to the MBE Liaison the completed request for waiver on the standard BCPS form with an attachment consisting of the original supporting documentation listed immediately above 4.2.b. (1)-(7).

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 AND CERTIFIED MINORITY BUSINESS ENTERPRISE AND BIDDER'S
STATEMENT OF INTENT

PROJECT NAME: _____

PROJECT LOCATION: _____

A. Name of Bidder: _____

B. Name of SBE/MBE: _____

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

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

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

I hereby certify that my position is _____ and I am the duly authorized representative of

(Company Name)

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

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

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

Signature Date

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

Notary Public

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

Signature Date

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

Section I	<p>It is hereby certified that the firm of _____ (Name of SBE/MBE firm)</p> <p>Located at _____ was offered an (Complete Mailing Address)</p> <p>opportunity to bid on the _____ school project in Baltimore County by (Name of School)</p> <p>_____ located at _____ (Name of Bidder) (Complete Mailing Address and Telephone Number)</p>				
Section II	<p>The _____ is either unavailable for the work/service, is unable (Name of SBE/MBE Firm)</p> <p>to prepare a bid for this project or did not respond to a request for a price proposal for the following reason(s):</p> <table style="width: 100%;"><tr><td style="width: 50%; text-align: center;">_____ (Certifying Agency & Number)</td><td style="width: 50%; text-align: center;">_____ (Signature)</td></tr><tr><td style="width: 50%; text-align: center;">_____ (Telephone Number)</td><td style="width: 50%; text-align: center;">_____ (Title and Date)</td></tr></table>	_____ (Certifying Agency & Number)	_____ (Signature)	_____ (Telephone Number)	_____ (Title and Date)
_____ (Certifying Agency & Number)	_____ (Signature)				
_____ (Telephone Number)	_____ (Title and Date)				
Section III	<p>To be completed by the potential award bidder if Section II of this form is not completed by the small Business or certified minority business enterprise.</p> <p>To the best of my knowledge, information and belief said Small or Minority Business Enterprise is either Unavailable for the work/service for this contract, is unable to prepare a bid, or did not respond to a request For a price proposal and has not completed the above portion of this submittal.</p> <table style="width: 100%;"><tr><td style="width: 50%;"></td><td style="width: 50%; text-align: center;">_____ (Signature)</td></tr><tr><td></td><td style="text-align: center;">_____ (Title and Date)</td></tr></table>		_____ (Signature)		_____ (Title and Date)
	_____ (Signature)				
	_____ (Title and Date)				

Authorized Signature/Date

BALTIMORE COUNTY PUBLIC SCHOOLS

S. Dallas Dance ♦ Superintendent ♦ 6901 Charles Street ♦ Towson, MD ♦ 21204

ADDENDUM NUMBER 1

DATE: May 16, 2014
BID NAME: Special Education Services: Speech, Occupational and Physical
Therapies, Audiology and Education of the Deaf/Hard-of-Hearing Using
Sign Language
BID NUMBER: MWE-857-14
DUE DATE: **Change May 30, 2014**
DUE TIME: **No Change 10:30 AM**
PUBLIC OPENING: No Change 10 minutes after due time.
TOTAL PAGES:

The following revisions and responses to questions are made to the original bid document. This addendum forms a part of the Contract Documents and modifies the Original Bidding Documents accordingly and as noted below. Acknowledge receipt of this Addendum in the space provided on the Bid "Addenda" form.

GENERAL

Please note extension in due date.

Melanie L. Webster, Purchasing Agent
BCPS - Office of Purchasing

cc: Bid file

BALTIMORE COUNTY PUBLIC SCHOOLS

S. Dallas Dance ♦ Superintendent ♦ 6901 Charles Street ♦ Towson, MD ♦ 21204

ADDENDUM NUMBER 2

DATE: May 23, 2014
BID NAME: Special Education Services: Speech, Occupational and Physical
Therapies, Audiology and Education of the Deaf/Hard-of-Hearing Using
Sign Language
BID NUMBER: MWE-857-14
DUE DATE: **Change June 5, 2014**
DUE TIME: **No Change 1:00 PM**
PUBLIC OPENING: No Change 10 minutes after due time.
TOTAL PAGES:

The following revisions are made to the original bid document. This addendum forms a part of the Contract Documents and modifies the Original Bidding Documents accordingly and as noted below. Acknowledge receipt of this Addendum in the space provided on the Bid "Addenda" form.

GENERAL

Please note extension in due date.

Melanie L. Webster, Purchasing Agent
BCPS - Office of Purchasing

cc: Bid file

BALTIMORE COUNTY PUBLIC SCHOOLS

S. Dallas Dance ♦ Superintendent ♦ 6901 Charles Street ♦ Towson, MD ♦ 21204

ADDENDUM NUMBER 3

DATE: May 28, 2014
BID NAME: Special Education Services: Speech, Occupational and Physical Therapies, Audiology and Education of the Deaf/Hard-of-Hearing Using Sign Language
BID NUMBER: MWE-857-14
DUE DATE: No Change, June 5, 2014
DUE TIME: No Change, 1:00 PM
PUBLIC OPENING: No Change, 10 minutes after due time
TOTAL PAGES: 11

The following revisions and responses to questions are made to the original bid document. This addendum forms a part of the Contract Documents and modifies the Original Bidding Documents accordingly and as noted below. Acknowledge receipt of this Addendum in the space provided on the Bid "Addenda" form.

GENERAL

1. Are resumes required at the time of proposal?

Yes. You can always add or remove people from your list of providers.

2. What kind of certification should be provided for speech therapists?

Maryland State Board of Examiners professional license for speech-language pathologists. American Speech-Language-Hearing Association Certificate of Clinical Competence-SLP. Audiologists need to be ASHA certified with state licensure.

3. There is no Certified Employee form in the proposal pages?

This form is included with this addendum. Bidders should make as many copies as necessary

4. Can we only bid on a single type of work?

Yes.

5. Confirm 6.5 hours of working time, .5 hours of paperwork and .5 lunch constitutes a day?

When fulltime coverage is requested, lunch was not paid, 6.5 direct services and .5 planning/paperwork is included as the workday. (Typically SLPs average 50 minutes per day of planning time per day in addition to overtime in order to complete paper work.) See chart below:

Creating a Culture of Deliberate Excellence

2013 Workload Study
Average time per week required to complete SLP job components

	1.0=35 hrs	.8=28 hrs	.6=21 hrs	.4=14 hrs	.2=7 hrs
Therapy/ Makeups	14 hrs	11 hrs	8.25 hrs.	5.5 hrs	2.75 hrs
IEP Team	4 hrs	3 hrs	2.25 hrs	1.5 hrs	.75 hrs
Testing/ Report Writing	4.5 hrs	3.5 hrs	2.75 hrs	1.75 hrs	1.0 hrs
Planning	4.25 hrs	3.25 hrs	2.5 hrs	1.75 hrs	.75 hrs
MSDE Compliance (logs, 3 rd party, writing IEPs, writing team reports, writing progress reports	4.0 hrs	3.0 hrs	2.25 hrs	1.5 hrs	.75 hrs
RTI/Screening	1.75 hrs	1.5 hrs	1.0 hrs	.75 hrs	.5 hrs
Lunch	2.5 hrs	2.0 hrs	1.5 hrs	1.0 hrs	.5 hrs
Total	35 hrs	27.25 hrs	20.5 hrs	13.75 hrs	7 hrs
Extra time	0 hrs	.75 hrs	.5 hrs	.25 hrs	0 hrs

6. Does audiology services consist of screening or full assessments or both? What is the potential need for each?

Consists of both screening and full assessments. Potential only if BCPS audiologist will be out on leave. Have not needed this coverage for the past seven years.

- .7 How are infants and toddlers services paid if requested for a full day and no students show up?

SLP contractual partners are not reimbursed for children who are not available for services. Audiology services for Infants and Toddlers is usually provided by the Baltimore County Dept of Health or private providers. BCPS audiologists may test if it is a hardship case, but that is only a handful per year. We do not have a fulltime or full day DHH teacher to service I & T, so this question is not applicable for DHH instructional. When DHH teachers are brought in to service I & T it is on an hourly basis.

8. The Scope of Work - is the 0-3 population serviced by the BCPS?

Yes. Through the Office of Infants and Toddlers.

9. What districts are included under the BCPS umbrella?
- There is no umbrella. We serve Baltimore County.*
10. Amount of services per discipline?
- This is an indefinite quantities contract. No defined number of positions or amount of services are guaranteed.*
11. # of positions per discipline?
- See response #10.*
12. Bill rates per discipline?
- See response #10.*
13. Does BCPS reimburse separately for travel between sites, or should this be included into the hourly bill rates?
- This should be included in the hourly bill rates.*
14. # of current providers?
- Bid tab from the most recent bid is attached to this addendum.*
15. Names of the current providers?
- Bid tab from the most recent bid is attached to this addendum.*
16. Have the current providers met the needs of the BCPS?
- Yes.*
17. How many contracts do you think you will award as a result of this solicitation?
- BCPS anticipates a minimum of 5 – 10 vacant positions for Speech/ Language Therapists. We are not anticipating any vacancies for OT or PT.*
18. What is the approximate date/timeline that bidders awarded a contract will be notified?
- We anticipate taking this to the Board of Education for approval on July 8, 2014. Receiving an award of contract is not a guarantee of work.*
19. Are bill rates all-inclusive for the entire day, including assessment, therapy, meetings, planning, documentation, report writing, etc.?
- Yes.*

20. Hours per day each discipline will work? 7, 7.5. or 8 hours per day?
- See response #5.*
21. Are there currently different bill rates for the services provided to the 0-3 population, as compared to the school-aged students?
- See attached bid tab from most recent bid.*
22. Are the services provided to the 0-3 population provided on BCPS campuses, or are they provided in the home or in other locations outside of the BCPS campuses?
- See Part II, Section 4.0.*
23. Do you want resumes & licenses included with the bids, or can they be sent after the bids are awarded?
- They should be included with the bid.*
24. Can you please list current incumbent vendors providing services for the RFP listed?
- Bid tab from the most recent bid is attached to this addendum.*
25. Can you please provide the incumbent Vendor Pricing Matrix for the RFP listed?
- Bid tab from the most recent bid is attached to this addendum.*
26. How many FTEs do you anticipate needing for the upcoming school year for each of the Modalities listed in the RFP listed?
- BCPS anticipates a minimum of 5 – 10 vacant positions for Speech/ Language Therapists. We are not anticipating any vacancies for OT or PT.*
27. Will BCPS accept fingerprinting done by another agency within 180 days?
- No. All fingerprinting must be done by BCPS.*
28. Are you currently using contractors to provide SLP, OT, PT, and Audiology services? If so, are you able to provide the current billing rates per specialty?
- Bid tab from the most recent bid is attached to this addendum.*
29. Do you provide the equipment and materials to be used for evaluations and therapy (e.g. speech protocols)? Will the therapist have access to a computer, fax, internet access, etc.?
- Yes, BCPS will provide access to equipment and materials necessary.*

30. Is BCPS requiring samples or brochures to be submitted with our proposals?

No.

31. Does BCPS want to see profiles/resumes for potential SLPs to service BCPS next school year?

Yes.

32. Section 12.1 - Please confirm that a Bidder's proposal must include a response to every item listed under Program Services (Section 2.0 on page 40/70). If so, does this include 2.1-2.3?

Bidders should respond to the services on which they are bidding.

33. Does BCPS want the entire bid document returned with our proposal, or only those documents listed in Section 00400 – Form of Proposal?

Do not return the entire document, just the items detailed under Part II, Section 7.0.

34. Is there any additional information that we should provide the BCPS with our proposal other than the documents listed in Section 00400 – Form of Proposal? If so, please specify.

Bidders shall review the specifications to determine what information should be included in their proposal.

35. Form 00400-11 states that all bidders interested in submitting proposals on school construction projects shall provide information that identifies the diversity of its Board of Directors. Since this bid is for Special Education Services, not construction, is this indeed a form that needs to be completed and returned with a bidder's proposal?

Yes.

36. Should Form 00400-12 be completed and signed by each SBE/MBE firm, and included within our proposal?

Yes.

37. If we are not an SBE/MBE firm, how many SBE/MBE enterprises should we contact for participation in order to meet the 14% goal?

As many as needed to meet the goal.

38. Section 3.1 states "The Award Bidder(s) shall provide a copy of ALL related certifications and or licenses held by each employee listed on the "Certified Employee Form" within ten (10) days of notification of award." I did not see a Certified Employee Form with the bid document. Where can we access this form?

The form is included with the addendum.

39. Section 3.1 states "The Award Bidder(s) shall provide a copy of ALL related certifications and or licenses held by each employee listed on the "Certified Employee Form" within ten (10) days of notification of award." Please specify what all is required of bidders to provide within the Certified Employee Form.

Bidders shall provide all related certifications and licenses with their proposal.

40. Is BCPS wanting bidders to provide resumes and copies of licensure of healthcare professionals with our proposal?

Yes.

41. Section 2.1 states that all Bidders shall include copies of any and all appropriate licenses necessary to perform this work. Is this in addition to our tax certification provided within Form 00400-9?

Yes.

42. It is our understanding that pricing will not be reviewed until after the "technical" proposal. Please detail any and all items that you wish to be addressed within our "technical" proposal other than what is listed within Section 00400-Form of Proposal.

Bidders shall review the specifications to determine what information should be included in their proposal.

43. What's the typical caseload for therapists?

Each BCPS Audiologist conducts screenings and assessments, dispenses FM systems and services students hearing technology, attends teams and provides consultative services. The average assessments, per year of the four audiology sites is 124 assessments, with the range from 82-135 cases. Each BCPS audiologist provides services for 60-80 students on IEPs, 504 Plans, Service Plans. Average caseload for SLP's is 45 – 50 students..OT/PT average caseload is 30 – 40 students.

DHH instructional teachers have a caseload that varies from 8-15 students per teacher for direct services and varying numbers for consult services.

44. How many schools are typically on a therapist's caseload?

SLP's: have 1 – 3 schools for a full time assignment.

OT/PT: Depends upon the needs and the caseload at assigned schools.

Audiologists: Can service any school and the four Child Find Center cases. DHH Teachers could be site-based or itinerant. Itinerant teachers service 9-14 schools

45. How many working days for therapists each school year?

SLP's work 191 days each school year. During the summer months, 55 SLP's provide speech-language services during ESY and/or summer assessments and IEP team/ Child Find coverage.

Audiologists: 3 are 10 month employees, 1 is a 12 month employee. DHH Teachers are 10 month employees.

OT/PT: average 196 days each school year.

46. In regards to billable hours: Are IEP meetings billable? Are orientation sessions billable?

See Part III, Section 2.0.

47. How many hours are in a typical school day (i.e. how many hours are therapists allowed to be on-site and billing)

See response #5.

48. Are we allowed to bill for paperwork?

See Part III, Section 2.0.

49. On what date do you anticipate making this award and notifying vendors of the award status?

See response #18.

50. Who are the current providers for Speech Language Pathology (SLP), Occupational Therapy (OT) and Physical Therapy (PT) services?

Bid tab from the most recent bid is attached to this addendum.

51. Please provide the current bill rate by provider by discipline.

Bid tab from the most recent bid is attached to this addendum.

52. Please provide the # of FTEs (full time equivalents) by provider by discipline.

Audiologists: 4 FTEs, 3-10 month, one 12 month

DHH Instructional Staff: Site-based Teachers: 8 FTEs, DHH Itinerant: 7 FTEs

SLP's: 182.7 FTE's

OT: 61.4 FTE's

PT: 61.4 FTE's

53. Have your current providers been able to meet all of your current SLP/OT/OT services need?
- Yes.*
54. How many SLP/OT/PTs does the district have on staff?
- 215 SLP's
78 PT's*
55. How many district SLP/OT/PTs are retiring this year?
- SLP: 15
OT/PT: None*
56. Does the district currently have any SLP/OT/PT compensatory time to make-up?
- It is anticipated that all SLP make-up services owed will be made up by the end of this school year.
OT/PT – No.*
57. How many SLP/OT/PT openings does the district anticipate filling with this RFP?
- See response #26.*
58. Is the district interested in SLP/OT/PTs with specialized skill sets? If yes, what specific skill sets?
- Assistive Technology, sign language, foreign language proficiency, experience with significant and multi-handicapping conditions and disabilities.
OT/PT – Pediatrics/School Based practice*
59. Is the district interested in bilingual SLP/OT/PTs? If yes, what languages?
- Yes- Spanish; Also support from interpreters in the office of World Languages with dialects of Indian, Asian and African languages would be helpful.*
60. Will the district accept therapists currently in their Clinical Fellowship (CF) year and working towards the Certificate of Clinical Competency? If yes, does the district require the vendor to provide clinical supervision?
- No.*
61. Who is responsible for purchasing assessment equipment and supplies in order to provide services?
- See response #29.*

62. Is the district open to a blended therapy model?

Would be open for children who are not attending a BCPS school building, e.g., Home & Hospital

63. Since this solicitation addresses the need for therapy services to Infants and Toddlers, how is this different than the Solicitation Number MWE-860-14 for Early Intervention Services? Will Early Intervention services be needed for this solicitation?

I & T is 12 month program, school services is 10 month. The bid for Early Intervention services addresses behavioral consultation.

64. Where is the "Certified Employee Form" mentioned in Section 3.0 Award Bidders Employees in Part II Specifications – General Requirements? Does it need to be submitted with our proposal?

It is included with this addendum. Yes it must be completed and submitted.

65. Where is the "Technician Form" mentioned in Section 7.2.4 of the Specifications-General Requirements and labeled as Section 00400-6 that we must complete, sign and return?

See response #64.

66. Lastly, should I expect to receive these answers via email, or will they be released via addendum?

All answers are included with this addendum.

67. Could you please clarify for each position needed, if they are to be certified in sign language? Occupational Therapist? Physical Therapist? Speech and Language Pathologist?

Audiologists require ASHA certification and State licensure. DHH Instructional Services/Teacher of the Deaf/HH requires certification in Deaf Education or certification in Special Education with Deaf Education endorsement. Certification in sign language is not required, but in some situations, advanced sign language skills will be required. Not required for SLPs. Most graduate programs do require coursework in basic sign language. Not required for OT/PT.

SPECIFICATIONS

Part II: Specifications – General Requirements, Section 12.0 Award of Contract,

DELETE: Paragraph 12.1, "All of the specifications are mandatory requirements. The bidders' proposals must include a response to every item listed under Program Services. Failure on the part of the bidder to meet this requirement will constitute non-compliance to the specification and will eliminate the proposal from further consideration."

REPLACE WITH: Paragraph 12.1 "All of the specifications are mandatory requirements. The bidder's proposals must include a response to each item they wish to provide services for. If no price is offered, the bidder will not be considered for that type of work."

Melanie L. Webster, Purchasing Agent
BCPS - Office of Purchasing

cc: Bid file

BALTIMORE COUNTY PUBLIC SCHOOLS

Bid Number: PCR-237-09

Bid Name: Speech, Occupational & Physical Therapies

	Accelerated Staffing Solutions, Inc.	All Source Recruiting dba Ardor Health Solutions Inc.	Arbor E&T dba Care Resources	Bilingual Therapies Inc./Procare Therapy Inc.	CBS Therapy Inc.	County Therapy Associates LLC	Cambridge HealthCare, Inc.
1.0 Speech Language Pathologists Houly Fee	\$ 85.00	\$ 69.00	\$ 99.82	\$ 78.28	\$ 74.00	\$ 78.00	\$ 81.00
2.0 Physical therapist Houly Fee	\$ 80.00	\$ 69.00	\$ 109.00	\$ 77.00	\$ 74.00	\$ 78.00	\$ 81.00
2.1 Physical Therapist Assistant Hourly Fee	\$ 60.00	\$ 59.00	\$ 83.00	\$ 52.00	\$ 60.00	\$ 63.00	\$ 61.00
3.0 Occupational Therapist Hourly Fee	\$ 80.00	\$ 69.00	\$ 99.82	\$ 77.00	\$ 74.00	\$ 78.00	\$ 81.00
3.1 Occupational Therapist Assistant Hourly Fee	\$ 60.00	\$ 59.00	\$ 75.00	\$ 52.00	\$ 55.00	\$ 63.00	\$ 61.00
Audiological Assessment (including report)			\$ 375.00			\$ 200.00	
4.1 Fee per examination: BCPS Site							
Substitute teachers using sign language for Deaf/Hard-of-hearing students.							
Daily fee (6.5 hours per day, excluding lunch, including lesson plans):			\$ 598.00	\$ 75.00		\$ 250.00	
5.1			\$ 149.00	\$ 80.00	\$ 90.00	\$ 97.00	
5.2 Home Visit for SLP, OT, PT		\$69.00 per hour	\$	\$	\$	\$	

	Communication Solutions Inc.	CompHealth Medical Staffing Inc.	Cross Country TravCorps Inc.	Educational Based Services Inc.	ePeople Healthcare Inc.	Frankly Communicating Inc.	Hearing & Speech Agency of Metropolitan Baltimore Inc.
1.0 Speech Language Pathologists Houly Fee	\$ 85.00	\$68.00-72.00	\$ 75.00	\$ 84.90	\$ 78.00	\$ 95.00	\$ 115.00
2.0 Physical therapist Houly Fee	\$ 78.00	\$68.00-70.00	\$ 68.00	\$ 76.30	\$ 75.00		

2.1	Physical Therapist Assistant Hourly Fee	\$	67.00	\$58.00-62.00	\$	55.00	\$	54.50	\$	53.00		
3.0	Occupational Therapist Hourly Fee	\$	80.00	\$68.00-70.00	\$	68.00	\$	76.30	\$	75.00		
3.1	Occupational Therapist Assistant Hourly Fee	\$	65.00	\$58.00-62.00	\$	55.00	\$	54.50	\$	53.00		
4.1	Audiological Assessment (including report) Fee per examination: BCPS Site											\$340.00
5.1	Substitute teachers using sign language for Deaf/Hard-of-hearing students. Daily fee (6.5 hours per day, excluding lunch, including lesson plans):						\$	490.00				
5.2	Home Visit for SLP, OT, PT			\$68.00-72.00			\$	95.00	\$80.00 per visit			\$ 230.00

		Invo Healthcare Associates Inc.	Keystone Therapy Services LLC	Maryland Therapy Network Inc.	MANSEF Inc.	MDI Medical LLC	Mediscan Inc.	MedPerm Placement Inc. dba Therapy Consultants Inc.
1.0	Speech Language Pathologists Houly Fee	\$ 75.00	\$ 97.00	\$ 94.00	\$ 90.00	\$ 72.00	\$ 75.00	\$ 79.00
2.0	Physical therapist Houly Fee	\$ 70.00	\$ 89.00	\$ 94.00	\$ 90.00	\$ 70.00	\$ 70.00	\$ 76.00
2.1	Physical Therapist Assistant Hourly Fee	\$ 55.00	\$ 62.00	\$ 75.00		\$ 63.00	\$ 55.00	\$ 66.00
3.0	Occupational Therapist Hourly Fee	\$ 70.00	\$ 89.00	\$ 94.00	\$ 90.00	\$ 70.00	\$ 72.00	\$ 74.00
3.1	Occupational Therapist Assistant Hourly Fee	\$ 55.00	\$ 62.00	\$ 73.00		\$ 63.00	\$ 55.00	\$ 58.00
4.1	Audiological Assessment (including report) Fee per examination: BCPS Site				\$ 400.00			
5.1	Substitute teachers using sign language for Deaf/Hard-of-hearing students. Daily fee (6.5 hours per day, excluding lunch, including lesson plans):							
5.2	Home Visit for SLP, OT, PT			\$ 100.00	\$90.00 per hour	\$ 72.00	\$ 85.00	\$ 99.00

	Professional Placement Resources LLC	Progressus Therapy LLC	RCM Healthcare Services division of RCM Technologies Inc.	Riley Bridgeforth LLC	SLP School Staffing Inc.	Soliant Health Inc.	Speech & Language Professional Services Inc.
1.0	Speech Language Pathologists Houly Fee	\$ 75.00 \$	90.00 \$	\$ 85.00	\$ 78.25	\$ 66.25	\$ 69.00
2.0	Physical therapist Houly Fee	\$ 70.00 \$	90.00 \$		\$ 76.25	\$ 67.26	\$ 69.00
2.1	Physical Therapist Assistant Hourly Fee	\$ 55.00 \$	74.00 \$			\$ 58.57	\$ 45.00
3.0	Occupational Therapist Hourly Fee	\$ 70.00 \$	85.00 \$		\$ 79.50	\$ 66.25	\$ 69.00
3.1	Occupational Therapist Assistant Hourly Fee	\$ 55.00 \$	68.00 \$			\$ 58.27	\$ 45.00
4.1	Audiological Assessment (including report) Fee per examination: BCPS Site					\$ 75.87	
5.1	Substitute teachers using sign language for Deaf/Hard-of hearing students. Daily fee (6.5 hours per day, excluding lunch, including lesson plans):						
5.2	Home Visit for SLP, OT, PT	\$ 80.00 \$	145.00 \$			\$ 47.00	\$ 89.00

	Staffing Options & Solutions Inc.	Staffing Plus Inc.	Sunbelt Staffing LLC	Top Echelon Contracting Inc.	Travis Consulting LLC
1.0	Speech Language Pathologists Houly Fee	\$ 75.00 \$	79.50 \$	\$70.00-82.00	\$ 83.00
2.0	Physical therapist Houly Fee	\$ 75.00 \$	79.50 \$	\$70.00-82.00	
2.1	Physical Therapist Assistant Hourly Fee	\$ 62.00 \$	63.50 \$	\$55.00-60.00	
3.0	Occupational Therapist Hourly Fee	\$ 75.00 \$	79.50 \$	\$70.00-82.00	
3.1	Occupational Therapist Assistant Hourly Fee	\$ 62.00 \$	63.50 \$	\$55.00-60.00	

4.1	Audiological Assessment (including report) Fee per examination: BCPS Site						
5.1	Substitute teachers using sign language for Deaf/Hard-of-hearing students. Daily fee (6.5 hours per day, excluding lunch, including lesson plans):				\$ 455.00		
5.2	Home Visit for SLP, OT, PT	\$	90.00	\$	89.50	\$	69.85
						\$70.00-82.00	\$ 85.00

IMPORTANT: NO AWARD HAS BEEN MADE.
Award bidder(s) has not yet been identified. Complete evaluation of the bids by BCPS representatives will occur in the near future. The recommended award will be available in the Office of Purchasing after the completed evaluation. Bids will not be available for review by bidders at the bid opening. BCPS reserves the right to review all materials and present a recommendation to the Board of Education prior to bids being available for review. Bid documents will only be available for review after approval of the contract by the Board. Bidders may call the Office of Purchasing to set up a date and time for reviewing bid documents.

CERTIFIED EMPLOYEE FORM:

INSTRUCTIONS:

1. Complete and return this form with your bid. Do not provide the information on any other form or paper. Make as many copies of this form as needed to accommodate all employees who may be used for BCPS projects.
2. Provide the name, position (title) and date of hire for each worker on staff as a full time, not contractual employee.

EMPLOYEE #1	_____	_____
	Name/Title of Worker	Date of hire
EMPLOYEE #2	_____	_____
	Name/Title of Worker	Date of hire
EMPLOYEE #3	_____	_____
	Name/Title of Worker	Date of hire
EMPLOYEE #4	_____	_____
	Name/Title of Worker	Date of hire
EMPLOYEE #5	_____	_____
	Name/Title of Worker	Date of hire
EMPLOYEE #6	_____	_____
	Name/Title of Worker	Date of hire
EMPLOYEE #7	_____	_____
	Name/Title of Worker	Date of hire
EMPLOYEE #8	_____	_____
	Name/Title of Worker	Date of hire
EMPLOYEE #9	_____	_____
	Name/Title of Worker	Date of hire
EMPLOYEE #10	_____	_____
	Name/Title of Worker	Date of hire

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

(Signature of Bidder) (Date)

BALTIMORE COUNTY PUBLIC SCHOOLS

Dr. Joe A. Hairston, Superintendent

6901 Charles Street, Towson, Maryland 21204

ADDENDUM NUMBER 1

DATE: August 12, 2011
BID NAME: Speech, Occupational, Physical Therapy for Infants & Toddlers
BID NUMBER: PCR-228-12
DUE DATE: No Change
DUE TIME: No Change
PUBLIC OPENING: No Change
TOTAL PAGES: 1

The following revisions and responses to questions are made to the original bid document. This addendum forms a part of the Contract Documents and modifies the Original Bidding Documents accordingly and as noted below. Acknowledge receipt of this Addendum in the space provided on the Bid "Addenda" form.

GENERAL

Correct bid name to read:

Speech, Occupational, Physical Therapy for Infants & Toddlers

SPECIFICATIONS

Part II, section 11.0, AWARD CRITERIA

ADD section 11.11:

Awardees must have Early Intervention experience with Maryland State Dept of Education, Maryland Infants & Toddler Program. Bidders with whom BCPS has not contracted for these services must document such experience in their proposals.

All other specifications and terms remain as stated in original document. This addendum is hereby made a part of the Contract Documents, on which the construction contract is based and is intended to modify, explain, correct and/or add to the original Contract Documents.

Paul Cramer, Purchasing Agent
BCPS - Office of Purchasing

cc: Bid file
Melanie Webster

BALTIMORE COUNTY PUBLIC SCHOOLS

Division of Business Services; Department of Fiscal Services; Office of Purchasing
1940-G Greenspring Drive
Timonium, MD 21093

SPECIFICATION AND PROPOSAL

FOR

Speech, Occupational and Physical Therapies, and Physical Instruction for the Office of Infants and Toddlers, aged birth to 36 months

RETURN TO: BALTIMORE COUNTY PUBLIC SCHOOLS
Paul Cramer, Bid #PCR-228-12
1940-G Greenspring Drive
Timonium, MD 21093

BID NUMBER: PCR-228-12

BID NAME: Infants and Toddlers Therapies

BID ISSUE DATE: 7/28/11

PRE BID: 8/11/11 at 11:00 AM
Conference Room 2
1940-G Greenspring Drive
Timonium, MD 21093

LAST DAY
FOR QUESTIONS: 8/15/11

DUE DATE: 8/24/11 at 4:00 P. M.
Office of Purchasing
1940-G Greenspring Drive
Timonium, MD 21093

PUBLIC OPENING: 8/25/11 at 10:00 AM
Conference Room 2
1940-G Greenspring Drive
Timonium, MD 21093

BCPS has a bidder's Hotline in place that is updated weekly to inform interested parties of bids that have been issued. For information regarding bids, please call 410-887-7819.

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

Failure to plainly identify as a "SEALED BID" on the outside of the envelope may result in premature opening of the envelope and bid.

The contractor or suppliers who provide materials, supplies, equipment, and/or services for the above bid shall attempt to achieve 14% 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.

By Order of the Board of Education of Baltimore County
Richard Gay, Manager, Office of Purchasing

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

1. AN INVITATION TO BID

- a. Baltimore County Public Schools (BCPS) invites all interested and qualified bidders to bid on all proposals in accordance with directions available in the Office of Purchasing, Timonium Business Park, 1940 Greenspring Drive, Suite G, Timonium, Maryland 21093.
- b. In accordance with State law, all bids having a potential award value of \$25,000 or more shall be advertised for at least two (2) weeks before bids are to be filed.
- c. For the purpose and clarity of this document only, "BCPS" will mean the Baltimore County Public Schools and/or the Board of Education of Baltimore County. Also, for the purpose and clarity of this document the word "Bidder" will mean any reliable and interested broker, vendor, contractor and/or manufacturer who want to bid this contract.
- d. Only authorized dealers may bid on requested equipment. At the discretion of BCPS, a certificate, executed by the manufacturer, may be requested stating that the bidder is an authorized agent of the manufacturer and is duly authorized to service and maintain the equipment
- e. These specifications are intended to cover the various types of purchases of equipment, materials, supplies or services as shown to any or to each of the various public schools, or to any designated warehouse or warehouses in Baltimore County, Maryland whichever is specified, in quantities to be determined subsequent to the bid opening. There are approximately 200 schools and offices in BCPS.
- f. 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 WILL BE REJECTED.
- g. 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. No bid on a combination of items will be permitted except as provided for on the proposal sheet and/or in Part II, Specifications.
- h. BCPS shall receive sealed proposals until date and time indicated on bid cover. Bids must be delivered to the Office of Purchasing at the above address where they will be opened and publicly read at a stated time. Bids must be delivered in sealed opaque envelopes and clearly marked on the outside: Name of Bidder, Due Date and Time, Bid Number and Bid Title.

- i. 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 the Office of Purchasing. (Refer to Part II, Specifications.)
- j. The product offered by the bidder shall be new, not used, and the latest version of the product. Should a product be discontinued and/or upgraded during the course of the contract, the 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.
- k. The successful 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 vendor's compliance with the specifications.

2. **BID PREPARATION, PROPOSAL SHEET, BID OPENING**

- a. Bidder must submit one (1) original, with original signatures, of their proposal using BCPS proposal forms, unless otherwise directed. The bidder shall retain one (1) copy of the bid for their files. Bids must be signed and submitted by an authorized representative of the company. 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.
- b. Signed bids should be returned in a sealed envelope. 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.
 - 1. 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 or vendor to the contrary.
 - 2. Bids by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership.
 - 3. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of their authority to do so.

4. 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 must provide a tax certification number. Visit the following website to ensure compliance: <http://www.dat.state.md.us/sdatweb/charter.html>
- c. All bidders shall be required to complete the certificates and/or affidavits, which 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, Small Business Enterprise and Certified Minority Business Enterprise Utilization Affidavit and when applicable, Asbestos Free Certification.
- d. Bid Opening
 1. At the public opening of the bids, the bidder's names and their prices will be read and posted.
 2. Complete evaluation of the proposals 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 bidding process. A final recommendation(s) shall be prepared for review and approval by the Board of Education of Baltimore County.
 3. The recommended award will be available in the Office of Purchasing after the completed evaluation.
 4. Proposals will be available for review by the general public after Award of Contract by the Board of Education of Baltimore County. Upon acceptance and approval of the bid(s) by the Board of Education, a binding contract shall be established between BCPS and the bidder(s). Bidders may contact the Office of Purchasing to arrange a date and time to review bid documents.
- e. Bid Preparation Fees: BCPS will not be responsible for any costs incurred by a bidder in preparing and submitting a proposal in response to this bid request.

3. **BONDING**

- a. Bid Bonds may be required. Refer to Part II: Specifications--General Requirements.
- b. Performance Bonds and/or payment bonds are required on all bids meeting the following conditions. The successful bidder(s) of this contract may be required to submit either one or both of the following two (2) bonds to the Office of Purchasing within ten (10) days of receipt of the Notice of 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. Bonds shall be made out in the name of the "**Board of Education of Baltimore County**".

They shall be provided to the **Office of Purchasing, Contracting Assistant, 1940 Greenspring Drive, Suite G, Timonium, MD 21093.**

1. Performance Bond shall be required for contracts and/or awards over \$30,000 and all construction contracts in the amount of 100% of the contract price to cover faithful performance of the contract.
 2. Payment Bond (construction contracts only) shall be required for contracts and/or awards over \$30,000 and shall be required in the amount of 100% of the contract price as security for the payment of all persons performing labor and furnishing materials in connection therewith.
- c. Certified checks in the amounts stated above will be accepted in lieu of the performance bond and payment bond only upon prior approval of the Manager, Office of Purchasing. 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.
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. 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, 1940 Greenspring Drive, Suite G, Timonium, MD 21093.**
- d. Bonds must be approved by surety companies, which are in the most current Circular 570 "Surety Companies Acceptable on Federal Bonds" as issued by the U.S. Treasury, Bureau of Government Finance Operations, Division of Banking and Cash Management, Washington, D.C. 20011.
1. If a bonding company is used that is not on the most current Circular 570, the vendor will be contacted to obtain a bond from an approved surety company, and resubmit it to the Office of Purchasing within ten (10) working days after the contract.
- e. Upon receipt and approval of the performance bond and/or payment bond or the certified checks, an official purchase order will be issued and the contract initiated.
- f. A letter of credit drawn on a bank with a local branch may be used in place of bonds. Letters of credit shall be made out in the name of the **"Board of Education of Baltimore County"**. They shall be provided to the **Office of Purchasing, Contracting Assistant, 1940 Greenspring Drive, Suite G, Timonium, MD 21093.**

4. **COMPLIANCE WITH SPECIFICATIONS**

- a. 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 decided by the Controller, Division of Business Services.

- b. Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's code, A.S.M.E. regulations, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.
- c. Where the requirements of the specifications call for higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern.
- d. Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern.
- e. In case of any apparent conflict between the specifications and such laws, ordinances, etc., the vendor shall call the attention of the Purchasing Manager/Agent to such conflict for a decision before proceeding with any work.

5. **DEVIATIONS TO SPECIFICATIONS**

Any deviation from the specifications must be noted in detail by the bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to BCPS to the specification as written. Any deviation by the vendor from the specifications, without prior documented approval, will be grounds for rejection of the goods and/or equipment when delivered.

6. **BID PRICES**

- a. Any bidder may withdraw his bid submission prior to the bid opening date and time specified. After this date and time, BCPS has a period of one-hundred twenty (120) calendar days to issue a Purchase Order or have the award of contract approved by the Board of Education, upon which, the bidder agrees to retain all prices and requirements of the bid until the completion of the contract period.
- b. Unit Prices must be rounded off to no more than two (2) decimal places unless so specified in Part II, Specifications.
- c. All unit prices on items bid shall be completed on the proposal sheet(s). A 'NO BID' notation must be completed for each item not being bid. In case of error in extension of prices in the bid, the unit price shall govern.
- d. All prices bid shall include all delivery charges.
- e. Cash discounts will not be taken into consideration in determining a contract award. ALL DISCOUNTS, OTHER THAN PROMPT PAYMENT, TO BE INCLUDED IN BID PRICE.

- f. BCPS reserves the right to accept price reductions from the award vendor during the term of this contract to occur no less than thirty (30) days after award of contract.
- g. TAXES: BCPS is exempt from the payment of the Maryland Sales Tax and Federal Excise Tax. Prices quoted shall not include State Sales and Use Tax or Federal Excise Tax. Exemption certificates will be furnished upon request
 - 1. BCPS Tax Exempt Number is 30001110.

7. **SAMPLES, CATALOGS AND CATALOG CUTS**

- a. Upon request, a properly tagged sample shall be submitted by each bidder before the time of the bid opening. The tag on the sample shall indicate the item number, the name of the company submitting the sample and the bid number.
- b. BCPS will not be responsible for any samples not picked up within 30 days of the notification of bidders to do so. Samples may be retained by BCPS until bidders are notified to remove them. Bidders agree that BCPS will incur no liability for samples which are damaged, destroyed, or consumed in testing processes. Requested samples are to be delivered to the address given on the bid cover.
- c. SPECIAL SAMPLES WITH CERTIFIED APPROVAL: Some successful bidders shall be required to furnish two (2) samples of each product awarded with an affidavit stating that the chemical composition of the sample submitted is identical with the composition tested prior to the bid and all remain unchanged during the period of the contract. This requirement shall be part of the specifications of the product or products requested.
- d. Catalogue cuts and descriptive data shall be attached to the original copy of the bid, where applicable.
- e. Failure to submit the above information is sufficient grounds for rejection of the bid.

8. **BIDDING PROCEDURE AND BID AWARDS**

- a. The bid specifications shall vary with each individual bid issued and the award shall be made in accordance with the specifications in Part II, which identify an individual line item, group bid or an aggregate basis.
- b. Wherever BCPS indicates the unit of measure required for bidding purposes, BCPS shall not recalculate the bidder's price(s) if it is based on a different unit of measure than that indicated in the contract. All bids for the item(s) will be rejected if this requirement is not met. However, in the best interest of BCPS, the Manager, Office of Purchasing may have the option and latitude to recalculate the bids.
- c. BCPS will not accept any proposals with bidder escalator clauses, unbalanced figures or irregular features.

- d. While these specifications are intended to describe the principal features of the items bid, bidders are notified that the proposed items will be evaluated for compliance with detailed specifications, and also for other factors such as serviceability, functional suitability, workmanship, safety in use and overall product quality where acceptability may be determined on the basis of professional judgment and educational application. All bids shall be evaluated on all factors involved, i.e., quality and service.
- e. BCPS reserves the right to reject any or all proposals and re-advertise for other bids. Bids shall be awarded to the lowest responsive bidder with consideration of the quantities, delivery schedule, purpose of the goods/services, competency and responsibility of the bidder and the ability of the bidder to perform satisfactorily.
- f. In the event of tie bids, where all other factors such as past performance on purchases/contracts 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: the Baltimore County based Minority and/or Small Business vendor, the Baltimore County based vendor, the out-of-county but Maryland based Minority and/or Small Business vendor, the out of county but Maryland based vendor, the out-of-state based Minority and/or Small Business vendor and the out-of state based vendor in that order of preference. In the event a tie bid still exists, the Coordinator 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 the school system.
- g. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids: failure to do so will be at the bidder's own risk and he cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of bidders.
- h. The bidder shall refer to "Part II: Specifications" for details regarding the Term of Contract.
- i. 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, facsimile or purchase order of their award(s). When applicable, a BCPS contract document shall also be issued.
- j. American Disabilities Act: The Office of Purchasing routinely opens all sealed bids in a public setting identified within the language of each specification. If a prospective bidder has special needs, the bidder shall contact the Office of Purchasing at least seventy-two (72) hours in advance of the published bid opening date and time to arrange for such services.
 - 1. The Office of Purchasing is located in the BCPS, Division of Fiscal Services Building, 1940-G Greenspring Drive, Timonium, MD, 21093, which is accessible to the disabled.

9. ANNULMENTS AND RESERVATIONS

- a. BCPS reserves the right to reject bids for any and all of the items and/or to waive technical defects, if in its judgment, the interest of BCPS shall so require.
- b. 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 items(s) within the specification.
- c. 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 vendor, 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(s).
- d. Should the Award Bidder(s) 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 reserves the right to purchase the required articles in the open market, or to complete the required work at the expense of the Award Bidder(s).
- e. 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 reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities.

10. APPEAL PROCESS

- a. The BCPS Office of Purchasing 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 award of contract may appeal the action to the Office of Purchasing by formally notifying the designated Purchasing Agent no later than seven days after the basis for appeal is known. The bidder shall have an opportunity to meet with the Purchasing Agent to present the issues. A formal written response to the appeal shall be issued by the Purchasing Agent in a timely manner.
 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.

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, Business Services. This action shall occur not later than seven days from the date of award of contract. The Executive Director, Business Services reserves the right to meet with the Bidder as part of the appeal investigation. A formal written decision will be issued by the Executive Director, Business Services in a timely manner.
- b. 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 of the event.
- c. Appeal of Termination for Non-Appropriation of Funds of for loss of Appropriated Funds: NONE
- d. Any costs incurred in the appeal process will be borne by the bidder(s) in all instances.

11. **DELIVERY REQUIREMENTS**

- a. All materials, supplies and equipment for BCPS shall be delivered F.O.B. Destination. See Part 1, Specifications: "Section 6, Bid Prices", and "Section 14, Billing and Payment Discounts".
- b. All school deliveries shall be made during the hours of 8:30 A.M. and 3:00 P.M. local time and only on regular school days, except where noted by Purchasing Office.
- c. All warehouse deliveries shall be made during the hours of 8:00 A.M. to 3:00 P.M. on all regular scheduled school days, except where noted by Purchasing Office.
- d. All deliveries shall be made inside school, warehouse and office buildings.
 1. Special Instructions for: delivery dates, delivery of heavy equipment, materials or machinery requiring special handling, to schools/sites under construction and/or renovation, or refrigerated goods will be defined in "Part II, Specifications" of each bid.
- e. The Award Bidder(s) shall be held responsible for and shall be required to make good at their expense, any and all damage done or caused by their employees in the execution of the contract.
- f. The Award Bidder(s) shall be held responsible for clean-up and removal of all packing cartons, boxes, crates, packing materials, etc., from the premises after delivery and set up of any furniture and equipment.

g. PACKING:

1. All materials must be securely packed in accordance with accepted trade practices.
2. BCPS purchase order number must be plainly visible on the exterior of each container.
3. A packing slip and/or delivery ticket shall be included in each shipment. This ticket shall contain the following information: Purchase Order Number, Vendor Name, Name of the Article, Item Number, Quantity and Delivery Location, (Example: ABC Elementary School Library). Failure to comply with this condition may be considered sufficient reason to refuse to accept the goods.

12. **INSPECTIONS**

- a. The Coordinator of Purchasing/Purchasing Agent 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.
- b. The presence of the inspectors at the site of manufacture of the products shall not relieve the vendors 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.

13. **GUARANTEE AND WARRANTIES**

- a. The vendor shall unconditionally guarantee the materials and workmanship of all equipment, furniture and materials furnished by the vendor, 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 vendor 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.
 1. Furniture and Equipment: If, within the guaranteed period, any defects or signs of deterioration are noted, which in the opinion of BCPS are due to faulty design and installation, workmanship or materials upon notification, the vendor, at their expense, shall repair or adjust the equipment or parts to correct the condition, or he shall replace the part or entire unit to the complete satisfaction of BCPS. These repairs and/or replacement shall be made at such times as will be designated by BCPS to avoid any interruption to the instructional programs.

2. Office Equipment: Physical service response time by Award Bidder for all service calls shall not be greater than four (4) working hours from when request is made by BCPS. "Service response time" shall be defined as the number of working hours it takes the on-site technician to begin actual work on the equipment from the time that the service request is made by BCPS. Loaner equipment shall be supplied; free of charge, during the warranty period if the office equipment cannot be repaired within three working days.
- b. Certain pieces of equipment, machinery, and refrigeration will require guarantees other than detailed above. Refer to Part II, Specifications for requirements on specific equipment.
- c. The vendor must act as the manufacturer's agent for all warranty claims.
- d. In the event the vendor 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 vendor to correct the work or complete the performance required by the award of this bid. The vendor 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.

14. BILLING AND PAYMENT DISCOUNTS

- a. All invoices are to be submitted in duplicate and mailed in accordance with instructions as shown on purchase order (unless otherwise noted). A third copy (Delivery Ticket) shall be sent with the material to the appropriate location at the time of delivery.

 Invoice Mailing Address:
 Baltimore County Public Schools
 Office of Accounting
 1940 Greenspring Drive, Suite G
 Timonium, Maryland 21093
- b. Invoices will be returned for correction unless they contain the following information: Item Numbers; Description of Item; Quantity; Unit Price extensions and total. Each invoice shall identify the BCPS Purchase Order Number, and the items shall be listed in the same order as on the Proposal and/or Purchase Order.
- c. Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments may be paid if partial shipments have been made.
- d. 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.

- e. BCPS will not pay freight bills. Delivery shall be F.O.B. to the destination(s) as noted on Purchase Order.

15. **LAWS, REGULATIONS AND PERMITS**

- a. The bidder shall comply with all Federal, State, and local laws, ordinances and regulations pertaining to work under their charge, and shall, at their expense, procure any permits which may be required.
- b. The bidder shall comply with the national safety standards as detailed in Section 17.
- c. The bidder certifies that their firm adheres to or follows non-discriminatory practices with respect to the employment and promotion of personnel without regard to color, creed, race, sex, or national origin.

16. **INSURANCE**

- a. In the event the vendor, as part of the award is responsible for installation and/or product demonstration, the vendor will be responsible for hiring personnel to perform such services at their own costs. Such personnel will be considered employees of the vendor and are under their control and direction. The vendor shall maintain Worker's Compensation in the statutory amount in accordance with the laws of the state in which the work of this contract is to be performed.
- b. The vendor shall also maintain Employer's Liability Insurance with a limit of at least \$100,000 for each occurrence to cover diseases and injuries excluded under the Worker's Compensation Act.
- c. Prior to the commencement of any work, the vendor may be required to submit a certificate of insurance evidencing Worker's Compensation and Employer Liability Insurance in the amounts required above. This certificate will indicate the amounts of insurance carried by the vendor of the following types: Comprehensive General Liability Insurance, Comprehensive Automobile Insurance, Excess Liability Insurance, and any other insurance coverage maintained by the 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.
 - 1. The Certificate of Insurance must name the Board of Education of Baltimore County as an additional insured.
- d. 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 policyholders' rating of AB@ or better, and a financial size of AClass 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.

17. SAFETY REQUIREMENTS

- a. The bidder/vendor 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.
- b. The vendor shall sign the safety section if attached in the bid proposal certifying the regulations for the type equipment furnished shall meet all regulations applying to this type equipment meeting the CFR-1910 MOSHA Standard.
- c. The vendor shall submit Material Safety Data Sheets (MSDS) for all items awarded to that vendor provided under the terms of this proposal in accordance with OSHA Communication Standard 29 CFR 1910.101, 29 CFR 1910.1200 and 29 CFR 1926.58 or any other applicable state, federal, or local regulation. Prior to delivery of the items awarded, the vendor must submit MSDS sheets to:

Baltimore County Public Schools
Office of Environmental Services
9610 Pulaski Park Drive
Baltimore, MD 21220

- d. No materials shall contain asbestos or lead.
- e. 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.

18. SUB-CONTRACTORS

- a. The Award Bidder(s) 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 Purchasing Manager. The Award Bidder(s) shall provide the name of the sub-contractor(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 Purchasing Agent/Manager. The information may be used in considering the potential performance capabilities of the sub-contractor(s).
- b. The Award Bidder(s) shall not, without prior written consent of BCPS, assign any of the moneys payable under the contract.

19. LIQUIDATED DAMAGES

In the event the Award Bidder(s) fails to deliver the goods or services of the contract in accordance with the specifications, BCPS reserve the right to purchase the goods/services on the open market in sufficient quantities to assure the continued operation of BCPS. All additional expenses incurred by BCPS as a result of such purchases will be deducted from the moneys owed or moneys which may become due.

20. TERMINATIONS OF CONTRACT

- a. Termination for Non-Appropriation of Funds: BCPS may terminate this contract, in whole or in part due to insufficient funding with written notice to the vendor. BCPS shall pay for all of the purchases, if any, incurred up to the date of the termination notice.
- b. Termination for Default: When the vendor has not performed or has unsatisfactorily performed the contract payment shall be withheld at the discretion of BCPS. Failure on the part of a vendor to fulfill contractual obligations shall be considered just cause for termination of the contract, and the vendor is not entitled to any costs incurred by vendor up to the date of termination.
- c. Termination for Convenience: BCPS has the right to withdraw from the terms of the contract, without showing cause, by providing thirty (30) calendar days written notice to the vendor. BCPS shall pay all reasonable costs incurred by the vendor up to the date of termination. The vendor shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. The Award Bidder agrees that the Award Bidder does not have a right to termination for convenience.
- d. Each participating jurisdiction and/or local education agency (LEA)/public school district has the right to withdraw from the terms of the contract, without showing cause, by providing thirty (30) calendar days written notice to the vendor(s). The participating jurisdiction/ LEA shall pay all reasonable costs incurred by the vendor(s) up to the date of termination. The vendor(s) shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

Language to support Termination for Convenience by the vendor(s) shall be so stipulated in the contract document between jurisdiction/ LEA and the vendor(s). Such language, when included, shall take precedence over the language of this specification.

21. GOVERNING LAW AND VENUE

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

22. 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.

23. ADDENDA

- a. All changes to the bid specification will be made through the appropriate addenda issued from the Office of Purchasing.
- b. Addenda will be available to all who are known by the Office of Purchasing to have received a complete set of Bid Documents.
- c. Copies of Addenda will be made available for inspection wherever Bid Documents are on file.
- d. 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 bidders listed on the BCPS vendor listing. 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.
- e. Each Bidder shall ascertain prior to submitting a Bid that they have received all Addenda issued and the Bidder shall acknowledge their receipt on the Addenda Affidavit Form. The Addenda Affidavit Form shall be completed and returned with the bid proposal response. Failure to return the Addenda Affidavit Form may be reason for rejection of the bid. 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.

24. INDEMNIFICATION

The Award Bidder(s) will, at its sole cost and expense, indemnify and hold the Board, its agents, employees, attorneys and representatives harmless from all claims, liens or demands that result in losses, liabilities, defense costs and expenses (including, but not limited to attorney's fees) under the terms of this contract.

25. LIMITED LIABILITY

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 statutes, the Board of Education of Baltimore County is a member of the Maryland Association of Boards of Education Group Insurance Pool for comprehensive liability coverage to \$100,000.00.

26. CONFLICT OF INTEREST, LOBBYING, AND ETHICS REVIEW PANEL

- a. In accordance with ' 15-811 through 15-815 of the State Government Article of the Annotated Code of Maryland, the Board of Education of Baltimore County has promulgated Ethics Policies, 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.
- b. 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.
- c. 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.

27. MULTI-AGENCY PARTICIPATION

- 27.1 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.
- 27.2 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.

28. INCLEMENT WEATHER

- 28.1 **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.
- 28.2 **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.
- 28.3 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.

29. 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.

30. FOREIGN LANGUAGE TRANSLATOR REQUIREMENT

- 30.1 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.
- 30.2 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.

31. EMPLOYMENT OF CHILD SEX OFFENDERS

Maryland Law requires certain child sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work and/or attend school. Section 11-722(c) of the Criminal Procedure Article of the Annotated code of Maryland states, "A person who enters into a contract with a County Board of Education or a non-public school may not knowingly employ an individual to work at a school if the individual is a registrant. A person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding five years or a fine not

exceeding \$5,000 or both." If a child sex offender, as determined by the definitions contained in the Criminal Law Article of the Annotated Code of Maryland, is employed by the Award Bidder, the Award Bidder is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any BCPS property, including the project property. Violation of this provision may result in Termination for Cause.

32. 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.

33. 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.

END OF PART I: GENERAL TERMS AND CONDITIONS

BALTIMORE COUNTY PUBLIC SCHOOLS
Timonium, Maryland 21093

PART II - GENERAL SPECIFICATIONS
Part II General Specifications supersede those of Part I
EARLY INTERVENTION SERVICES

1.0 SCOPE

- 1.1 Baltimore County Public Schools (BCPS), Office of Infants and Toddlers, aged birth to 36 months, is seeking providers of Speech, Occupational and Physical Therapies, and Physical Instruction as follows. The services shall be provided predominately through home visits or to community settings such as libraries or child care centers. Services are provided 12 months a year. Services are to be provided per the Individual Family Service Plan (IFSP) for the child and family.
 - a. Children's Medical Services Community Based Agencies. These agencies must be able to bill Medical Assistance to the Maryland State Health Department directly for services provided to Medicaid eligible Baltimore County Infants & Toddlers children. Contracted services are to be provided to children that are not Medical Assistance eligible and who the public agencies have been unable to serve. These services, Physical and Occupational Therapy and Speech Language Pathology, will likely be awarded to multiple bidders.
- 1.2 Contract awards are pending allocation of funds by the Board of Education of Baltimore County.
- 1.3 This is an Indefinite Delivery / Indefinite Quantities (IDIQ) contract. The materials/services 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 materials or services as may be required during the contract period and, also, reserves the right to not authorize/order any materials or services. BCPS does not guarantee that this dollar amount will be met or exceeded, nor can BCPS guarantee any minimum dollar amount to any Award Bidder(s).

BCPS offers no guarantee as to the potential annual fees payable to any participating award bidder, as fees are based upon the identification and referral of special education students. The estimated total award value is \$ 1,000,000.

The contract for services is also contingent upon the availability of work (i.e., the need for services), as well as the availability of BCPS and Baltimore County Health Department staff to provide services of a similar type or nature.

- 1.4 All proposals shall be submitted on the proposal forms provided by BCPS. All blank spaces shall be filled in, in ink, and all pages shall be properly signed.
- 1.5 This bid or bidders' proposals may be withdrawn at any time prior to the actual opening of the proposals. Prior to award of contract, the bidders agree to hold their prices, under the same terms and conditions, for a period of ninety (90) 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 immediately.
- 1.8 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.
- 1.9 Conditional proposals will not be accepted.
- 1.10 BCPS reserves the right to reject all bids and to re-bid at its discretion

2.0 **QUALIFICATION OF BIDDER**

- 2.1 Bidders who cannot provide verification of having the resources to provide the specified items as determined by BCPS, and not necessarily industry standards, will not be considered.
- 2.2 BCPS may conduct any necessary investigation to determine the ability of the bidder to fulfill the requirements of the contract, and the bidder shall furnish to 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 requirements contemplated therein.
- 2.3 Bidders providing incomplete and/or inaccurate information to BCPS are subject to immediate termination of contract and/or rejection of their bid as non-responsive.

- 2.4 BCPS expressly reserves the right to reject the proposal of any Bidder if the investigation discloses that the Bidder, in the opinion of the BCPS, has not properly performed previous contracts or has habitually and without just cause neglected the payment of bills or has otherwise disregarded his obligations to subcontractors, material suppliers, or employees.
- 2.5 Failure of a Bidder to have successfully completed a previous contract with BCPS is just reason for rejection of a bid.
- 2.6 Failure of a Bidder to have successfully completed a contract with Federal and/or State, and/or County departments or agencies, or with other public bodies or schools within the past three (3) years is just reason for rejection of a bid.
- 2.7 Bidders shall provide verification of being a factory authorized dealer, stocking repair parts, replacement parts, and equipment for the manufacturer of equipment being offered.
- 2.8 Bidders shall complete and return the attached "References" form with this solicitation. BCPS requires three (3) references of customers of your corporation over the last eighteen (18) months. Customers should include school systems. One may be BCPS.

3.0 **BONDING**

Bidders are not required to provide any Bid Bonds, Performance Bonds, or Payment Bonds.

4.0 **PROGRAM SERVICES -- DUTIES OF AWARD BIDDERS**

- 4.1 Services for students/infants and toddlers in this program shall include, but not be limited to:
 - a) Screening and assessment, including completion of written reports;
 - b) Ongoing therapy focused outcomes and strategies defined by the IFSP;
 - c) Planning lessons when appropriate, i.e., direct instruction through sign communication, including planning lessons for deaf education;
 - d) Providing community /home/child care visits as required;
 - e) Communicating with families/guardians about the child's development;
 - f) Provide families with strategies and activities that will support the child's developmental needs in the families naturally occurring daily routines;

- g) Communicate regularly with the child and family's service coordinator regarding service initiation and service delivery;
- h) Participating in the development of appropriate IFSP's;
- i) Attending IFSP team meetings as necessary and when available;
- j) Providing consultation with teachers, families, and respective service agencies;
- k) Bill Medicaid through the established State Department of Health process for CMS Community Based Agencies for Medicaid eligible children;
- l) Using and completing appropriate Infants and Toddlers forms only, such as IFSP and Release of Information forms;
- m) Using and completing appropriate statistical forms on a monthly basis and submitting them to the appropriate Infants and Toddlers Program Supervisors, Ms. Sally Chapman or Ms. Paula Boykin. The forms must specify in which area the child resides, that is, SW, SE, Central, NW or NE, and whether the funding source for the child is Medical Assistance or BCPS.
- n) Observing all school system and Infants and Toddlers policies and procedures as described during the orientation;
- o) Attempting to provide substitute coverage in the event the award bidder's staff is absent;
- p) Informing appropriate Infants and Toddlers Team leaders prior to any therapist change;
- q) Safety and Health

Children must be supervised by an adult at all times. Parents and/or guardians (i.e. child care provider) should be present during all therapy sessions.

The award bidders shall adhere to the state requirement for supervision of assistants and provide documentation on the log.

4.2 Billable services include the following only. Logs must state specifically which of the following service(s) is (are) being billed.

- a) Direct therapy or instruction;

- b) Attendance at IEP/IFSP meetings;
- c) Participation in mediation/due process hearings;
- d) Screenings;
- e) Administering of assessment test, excluding report preparation;
- f) Team meetings as requested by the site Team Leader;
- g) Agencies who are directly billing Medicaid through the established State Department of Health process for CMS Community Based Agencies for Medicaid eligible children may bill BCPS for 15 minutes of travel time for each session for a child that is directly billed to Medicaid when that service is provided in the child's natural environment. In determining a dollar amount reimbursement, BCPS will use as a base the current contracted rate to the award bidder for services to non-Medicaid eligible Baltimore County Infants & Toddlers, that is, services paid for by BCPS.

5.0 RESPONSIBILITIES OF AWARD BIDDERS

- 5.1 The award bidders shall, without additional cost to BCPS, be responsible for all necessary licenses, permits and related fees for complying with any and all federal, state and local laws, codes and regulations related to the initiation and performance of the contract.
- 5.2 The award bidders shall have on file and available for BCPS audit documents that verify all personnel involved in the performance of the contracted services have been certified by finger printing (background investigation), citizenship status, and drug-free testing.
- 5.3 The award bidders shall have on file and available for BCPS audit documents which verify the employees' qualifications (including Maryland State Infants and Toddlers suitable qualification requirements), licenses, training and experience.
- 5.4 The award bidders' administrative representatives shall monitor program performance through a monthly activities report that shall include scheduled times and hours of the contracted services personnel. One copy of the report shall be submitted to Supervisor, Baltimore County Infants and Toddlers Program.
- 5.5 Award bidders shall use BCPS forms exclusively when providing services.
- 5.6 Award bidders shall notify the appropriate Infants and Toddlers area Team Leader before service providers are changed. Award bidders who fail to provide this notification are subject to termination of contract.
- 5.7 Award bidders shall provide services per the IFSP of the child and family and consistent with the Baltimore County Infants and Toddlers Mission, Vision and Belief statements.

- 5.8 Services are to be provided in the natural environment of the child (where children birth through kindergarten age are typically are during the day).

6.0 BCPS'S OFFICE OF INFANTS AND TODDLERS RESPONSIBILITIES

- 6.1 Shall provide an orientation as to policies and procedures, scheduling/routine, student-related indications/precautions.
- 6.2 Shall identify and provide documentation forms.
- 6.3 Shall maintain the confidentiality of the award bidders' proprietary information.
- 6.4 Provide written Baltimore County Infants and Toddlers policies and procedures.

7.0 PROGRAM PERFORMANCE

- 7.1 Any modifications to the contract may occur only upon receipt of written approval of the Office of Infants and Toddlers and/or the Office of Purchasing.
- 7.2 The award bidders' performance will be evaluated by BCPS's Office of Infants and Toddlers and/or the Infants and Toddlers Program Team Leader on an ongoing, discretionary basis.
- 7.3 Should an award bidder fail to meet the requirements of the bid specifications, the contract shall be subject to review by designated BCPS representatives. If there is sufficient deviation in service, the award bidder shall meet with BCPS representatives to review the concerns/issues, and develop a mutually agreed upon period of time for correction of service deficits. Failure to resolve service deviations shall result in cancellation of the contract (see **TERMINATIONS**, Part I SPECIFICATIONS, Section 20).

8.0 PRICING

- 8.1 Bidders should provide **an hourly fee** as indicated on the Price Proposal Page for therapist services and assistant services that include all related expenses (e.g., mileage, travel, meals, etc.).
- 8.2 Bidders should provide **a daily fee** as indicated on the Price Proposal Page for therapist services and assistant services that include all related expenses (e.g., mileage, travel, meals, etc.).

a) For the daily rate:

Contractual personnel would be assigned to a specific area, based out of an Infants and Toddlers site, for a 6 ½ hour day. The Infants and Toddlers team leader would act as the direct supervisor and organize the schedule of the daily contractual provider. The daily rate would be based on the requirement that a minimum of 5 direct service sessions are provided per billable day.

Responsibilities during that day could include:

- Providing direct and services and/or assessments to children
- Participating in IFSP meetings
- Participating in provider consultation time
- Participating in site based meetings and professional development

8.3 Agencies who are directly billing Medicaid through the established State Department of Health process for CMS Community Based Agencies for Medicaid eligible children may include bill BCPS for 15 minutes of travel time for each session for a child that is directly billed to Medicaid when that service is provided in the child's natural environment. In determining a dollar amount reimbursement, BCPS will use as a base the current contracted rate to the award bidder for services to non-Medicaid eligible Baltimore County Infants & Toddlers, that is, services paid for by BCPS.

8.4 Proposals containing any additional fees will be considered non-responsive and shall be eliminated from further consideration.

8.5 BCPS will only honor charges for services that are not billed directly through the established State Department of Health process for CMS Community Based Agencies for Medicaid eligible children that:

- a) Are for the services only as listed in Section 4.2. Charges for lunch time, travel time, mileage, consulting outside of a specified reason or hours, etc. will be disallowed. Award bidders who charge for non-authorized services are subject to termination of contract.
- b) Are within a 12 hour work day for children from birth through 36 months of age.
- c) Fall on days when the Infants and Toddlers program operates, this may include weekends and/or holidays.
- d) Have been signed for by an appropriate Infants and Toddlers Team Leader, or by the child's parent.

9.0 INVOICING

- 9.1 Payment will be made on a monthly basis pending the award bidder's submission of a detailed duplicate invoice identifying the student's name, school and designated type of service, hours and dates of service for the preceding month and the submission of third party encounter forms. Send invoices to:

Baltimore County Infants and Toddlers Program
Infants and Toddlers Program
ESS Building, Suite 211
6901 Charles St
Towson, MD 21204

10.0 FORMS

- 10.1 The following documents are included in this bid specification for reference.
- a) State approved Office of Special Education Compliance Indicators and State Monitoring Priorities.
 - b) Baltimore County Mission, Vision and Belief Statement.

11.0 AWARD CRITERIA

- 11.1 All of the specifications are mandatory requirements. The bidder's proposal must include a response to every item listed under Program Services, Section 4.0. Failure on the part of the bidder to meet this requirement will constitute non-compliance to the specification, and will eliminate the proposal from further consideration.
- 11.2 Any deviations from the specifications must be specifically flagged by the bidder with a detailed explanation as to why the deviation is **equal to** or **superior to** the specifications as stated.
- 11.3 Proposals will be evaluated based on a combination of Performance, Services, and Cost.
- 11.4 BCPS reserves the right to award a contract for services on an individual category (i.e., Speech Therapy, Occupational Therapy, Physical Therapy, Special Instruction), a combination of categories, or an aggregate of all categories.
- 11.5 BCPS reserves the right to award to multiple bidders.

- 11.6 BCPS will consider the past performance, i.e., the quality of services of bidders who have previously contracted with BCPS for these services.
- 11.7 Qualified bidders may be required, after initial screening of the proposals, to provide designated representatives of BCPS with (a) an oral presentation which amplifies the components of the proposal, or (b) written responses to specific questions.
- 11.8 Bidders shall provide three (3) references, with phone numbers and contact persons, with whom they have had similar contracts within the last two years.
 - a. 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.
- 11.9 The sealed bids shall be opened publicly and the names of the responding bidders announced. Analysis of all bid documents will be conducted by a BCPS administrative team. A notice of selection of recommended award bidders will be sent to all bidders following BCPS's analysis, approximately three weeks from the bid opening.
- 11.10 Proposals from BCPS employees who provide the services herein solicited shall be disallowed.

12.0 INSURANCE

- 12.1 In the event that the award vendor, as part of the award, is responsible for installation and/or product demonstration, the award vendor shall be responsible for hiring personnel to perform such services at its own cost. Such personnel will be considered employees of the award vendor and are under its control and direction. The award vendor shall maintain Worker's Compensation in the statutory amount in accordance with the laws of the state in which the work of this contract is to be performed.
- 12.2 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.
- 12.3 Prior to the commencement of any work, the award vendor may 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.

12.3.1 The Certificate of Insurance must name the Board of Education of Baltimore County as an additional insured.

12.4 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.

13.0 BID OPENING

13.1 At the bid opening the bidders' names only will be read. Prices will be posted at a later date and time.

13.2 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 will be available in the Office of Purchasing after the completed evaluation.

13.3 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 by the Board. Bidders may call the Office of Purchasing to set up a date and time for reviewing bid documents.

14.0 ADDENDA AND/OR EXPLANATION OF BID DOCUMENTS

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

14.2 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.

15.0 SMALL BUSINESS AND/OR CERTIFIED MINORITY BUSINESS ENTERPRISES

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

15.1.1 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: A business with fewer than fifty (50) employees which generates an annual revenue less than \$10 million dollars. BCPS reserves the right to request tax documents to support such a claim.

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

- 15.3 The following documentation shall be considered as part of the contract, and shall be furnished **at the time of bid**:

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

15.3.2 A Request for Waiver (if necessary) with supporting

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

- .1 A detailed statement of the efforts made by the bidder to identify and select portions of the work proposed to be performed by subcontractors in order to increase the likelihood of achieving the stated goal;
- .2 A detailed statement of the efforts made by the bidder at least 10 days before the bid opening to solicit small and minority business enterprises through written notices that describe the categories of work for which subcontracting is being solicited, the type of work to be performed, and specific instructions on how to submit a bid;
- .3 A detailed statement of the bidder's efforts to make personal contact with SBE/MBE firms identified for item (2) above;
- .4 A record of the name, address, telephone number, and dates contacted for each SBE/MBE identified under items (2) and (3) above;
- .5 A description of the information provided to SBE/MBEs regarding the plans, specifications, and the anticipated time schedule for portions of the work to be performed;
- .6 Information on activities to assist SBE/MBE's to fulfill bonding requirements, or to obtain a waiver of these requirements;
- .7 Information on activities to publicize contracting opportunities to small and minority business enterprises, attendance at pre-bid meetings, or other meetings scheduled by the MBE Liaison or designated representative;
- .8 As to each SBE/MBE that placed a subcontract quotation which the bidder considers not to be acceptable, a detailed statement of reasons for this conclusion; and
- .9 A list of small and certified minority subcontractors found to be unavailable. This shall be accompanied by a Small and Minority Subcontractor Unavailability Certificate signed by the small and/or

minority business enterprise or from the bidder indicating that the small and/or minority business did not provide the written certification.

- 15.4 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.
- 15.5 The MBE Liaison may assist the apparent low bidder in identifying certified minority businesses that could participate in the contract.

16.0 **TERM OF CONTRACT**

- 16.1 The term of this contract shall commence on the date of approval by the Board of Education and BCPS's receipt of the signed contract and remain in effect through October 31, 2016.
- 16.2 C.P.I. INCREASE: At the annual contract anniversary the award bidders may be granted an adjustment in its bid price in accord with the change in the Consumer Price Index For all Urban Consumers (CPI-U) for U.S. City Average that has been in effect for one month prior to the first day of the contract extension period commencement date. The column PERCENTAGE CHANGE FROM 12 MONTHS AGO will be used to determine the percentage of price adjustment, if any.
- 16.2 BCPS reserves the right to terminate the contract for convenience with thirty days prior written notice. The Award Bidder does not have a right to termination for convenience.

17.0 **BID SPECIFICATION DISCREPANCIES**

- 17.1 Any bidder who finds a discrepancy in or omission from the specifications, or who is in doubt as to their meaning or feels that the specifications are discriminatory, shall notify the Purchasing Agent at the above address in writing within five (5) days before the scheduled opening of bids. Exceptions taken do not obligate the Purchasing Agent to change the specifications. The Purchasing Agent will notify all bidders in writing, by addendum duly issued, of any interpretations of specifications or instructions that are made.
- 17.2 All official correspondence in regard to the specifications should be directed to and will be issued by the Purchasing Agent. The Purchasing Agent will assume no responsibility for oral instructions or suggestions.

18.0 VENDOR SELF SERVICE

BCPS Office of Purchasing has moved to a fully automated purchase environment. Our Vendor Self Service system is now fully operational. **You can register as a new vendor or update your current profile by going to the following URL www.bcps.org/offices/purchasing.** With this system we will be able to reduce costs, increase our pool of potential vendors and enhance the efficiency with which we do business with you.

Your feedback is important to us. To give us your impression of this registration site, or for assistance in enrolling in Vendor Self Service, please call us at (410) 887-4334, e-mail us or visit us at our office at the Timonium Support Service Campus, 1940-G Greenspring Drive, Timonium, MD 21093. We want to know how we might improve the process. At our Web page you will find the most current posting of the latest bids and the most current information about our department as we move forward with the new approach to doing business with BCPS.

19.0 PROPOSAL CHECK LIST: WHAT YOUR PROPOSAL SHOULD INCLUDE

Proposal Pages 1, 2, 3, 4, 5, 6, 7 (notarized), 8, 10, & 11.

- a) Certificate of Insurance

20.0 INQUIRIES

- 20.1 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.
- 20.2 Any inquiries regarding the "SPECIFICATIONS" and/or the "BID DOCUMENT" shall be IN WRITING and directed to Paul Cramer at FAX: (410) 887-7831 and receipt verified by calling Phone: (410) 887-4336, e-mail: pcramer@bcps.org.
- 20.3 Any inquiries regarding the "MBE PARTICIPATION" in this bid shall be directed to Melanie Webster at FAX: (410) 887-7831 and receipt verified by calling Phone: (410) 887-4334, e-mail: mwebster@bcps.org

END OF PART II

BALTIMORE COUNTY PUBLIC SCHOOLS

DIVISION OF BUSINESS SERVICES
DEPARTMENT OF FISCAL SERVICES
OFFICE OF PURCHASING

1940 G GREENSPRING DRIVE
TIMONIUM, MARYLAND 21093
PHONE: (410) 887-4334 FAX: (410) 887-7831

PROPOSAL SHEET

I / We _____ certify that to the best of my/our knowledge, that neither this firm, nor any of its officers, directors to partners nor any of its employees directly involved in obtaining contracts with Federal, State or Local Agencies have been found in violation or attempting to violate procurement articles of the Annotated Code of Maryland (S.F. Section 16.202).

I / We _____ certify that this bid is made without any previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same supplies, materials, and equipment, and (contracted) services, and is in all respects fair and without collusion or fraud.

I / We _____ certify that all material and equipment bid by this firm, to be supplied to the Baltimore County Public Schools meets all safety and health standards as prescribed by the rules and regulations of the Maryland Occupational Safety and Health Act (MOSHA). MOSHA STANDARDS 29 CFR 1910.

I / We _____ certify that all materials delivered to, and/or used or brought on to BCPS property is accompanied by a manufacturer's certification verifying/confirming item(s) to be "asbestos free."

I / We _____ certify that this firm adheres to or follows non-discriminatory practices with respect to the employment or promotion of personnel without regard to color, creed, race, sex, or national origin.

I / We _____ propose to furnish, package, mark, and deliver to the Baltimore County Public Schools, the supplies, materials or equipment as required in the accompanying specifications at the unit prices indicated.

I / We _____ certify that this firm is aware of and adheres to Section 11-722(c) of the Criminal Procedure Article, of the Annotated Code of Maryland

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

State of Maryland Tax certification number _____ See: <http://www.dat.state.md.us/sdatweb/charter.html>

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

(African Americans) (Alaskan Native) (American Indian) (Asians) (Hispanics) (Physically or Mentally Disabled Individuals) (Women)

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

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

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

COMPANY _____ FEDERAL ID# _____

ADDRESS _____

SIGNATURE _____

TYPED NAME/TITLE _____

TELEPHONE _____ FAX _____ DATE _____

REPRESENTATIVE _____ E-MAIL _____

RETURN TO: BALTIMORE COUNTY PUBLIC SCHOOLS, OFFICE OF PURCHASING
1940-G GREENSPRING DRIVE, TIMONIUM, MD 21093

BALTIMORE COUNTY PUBLIC SCHOOLS

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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

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, unemployment insurance contribution, reimbursement payments, and interest not barred by limitations and payable to the comptroller, the Department of Assessments and Taxation or the Department of Economic and Employment Development or has provided for payment in a manner satisfactory to the unit responsible for collection; and if the bidder or offeror is a vendor of tangible personal property, the bidder or offeror possesses a valid sales and use tax license under Title 11, Subtitle 7 of the Tax - General Article.

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

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

Witness

Signature

Date

Name/Title (please type or print)

Name/Title (please type or print)

Date

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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 subgrantees as of fiscal year 1990.

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REFERENCES

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

PROJECT #1

Project #1--Brief Description of Type of Project

Organization's name for Public Project #1

()
Company 's Phone #

()
Representative's Phone #

()
Fax Number

()
800 Number

PROJECT #2

Project #2--Brief Description of Type of Project

Organization's name for Public Project #2

()
Company 's Phone #

()
Representative's Phone #

()
Fax Number

()
800 Number

PROJECT #3

Project #3--Brief Description of Type of Project

Organization's name for Public Project #3

()
Company 's Phone #

()
Representative's Phone #

()
Fax Number

()
800 Number

(Signature of Bidder)

(Date)

1940 G GREENSPRING DRIVE
TIMONIUM, MARYLAND 21093
PHONE: (410) 887-4334 FAX: (410) 887-7831

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

List of Board of Directors

[illegible]

5

SMALL BUSINESS ENTERPRISE AFFIDAVIT

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

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

Name and Title: _____

Company: _____

Street Address: _____

City, State, Zip: _____

Business Phone: _____

Signature

Date

Witness

Date

Print Name Signed Above

Print Name Signed Above

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

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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 fourteen (14) 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

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

Notary Public

BALTIMORE COUNTY PUBLIC SCHOOLS

DIVISION OF BUSINESS SERVICES
DEPARTMENT OF FISCAL SERVICES
OFFICE OF PURCHASING

1940 G GREENSPRING DRIVE
TIMONIUM, MARYLAND 21093
PHONE: (410) 887-4334 FAX: (410) 887-7831

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 _____

Signature

Title

Vendor Name

BALTIMORE COUNTY PUBLIC SCHOOLS

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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:

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

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

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

____ 4. Please COMPLETE the following:

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

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

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

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

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

COMPANY

AUTHORIZED SIGNATURE

TYPED NAME/TITLE

ADDRESS

CITY/STATE/ZIP

PHONE

FAX

Return to:

Baltimore County Public Schools
Purchasing Agent
1940-G Greenspring Drive
Timonium, MD 21093

BALTIMORE COUNTY PUBLIC SCHOOLS

DIVISION OF BUSINESS SERVICES
DEPARTMENT OF FISCAL SERVICES
OFFICE OF PURCHASING

1940 G GREENSPRING DRIVE
TIMONIUM, MARYLAND 21093
PHONE: (410) 887-4334 FAX: (410) 887-7831

PRICE PROPOSAL PAGE

As the duly authorized representative of the firm to make this agreement on behalf of the firm for which I am acting, I hereby declare that I have carefully examined the Part I: Terms and Conditions and Part II: Specifications. I have received clarification on all items upon which any doubt arose, understand that all these form a part of the contract, and agree to complete all work as required.

CHILDREN'S MEDICAL SERVICES COMMUNITY BASED AGENCIES

- | | | |
|-----|--|-----------------|
| 1.0 | Speech Therapist Hourly Fee: | \$ _____ |
| 1.1 | Minimum billing | <u>ONE HOUR</u> |
| 2.0 | Physical Therapist Hourly Fee: | \$ _____ |
| 2.1 | Physical Therapist Assistant Hourly Fee: | \$ _____ |
| 2.2 | Minimum billing | <u>ONE HOUR</u> |
| 3.0 | Occupational Therapist Hourly Fee: | \$ _____ |
| 3.1 | Occupational Therapist Assistant Hourly Fee: | \$ _____ |
| 3.2 | Minimum billing | <u>ONE HOUR</u> |
| 4.0 | Assessment Fee | \$ _____ |
| 5.0 | Daily fee as described below | \$ _____ |

Contractual personnel would be assigned to a specific area, based out of an Infants and Toddlers site, for a 6 ½ hour day. The Infants and Toddlers team leader would act as the direct supervisor and organize the schedule of the daily contractual provider

Responsibilities during that day could include:

- Providing direct and services and/or assessments to children
- Participating in IFSP meetings
- Participating in provider consultation time
- Participating in site based meetings and professional development

Authorized Signature of Bidder

Name of Bidder

Date

Indicator	Baltimore County Infants and Toddlers Program State Performance Plan Indicators - 2009 - 2010
1	Percent of infants and toddlers with IFSPs who receive the early intervention services on their IFSPs in a timely manner.
2	Percent of infants and toddlers with IFSPs who primarily receive early intervention services in the home or programs for typically developing children.
3	Percent of infants and toddlers with IFSPs who demonstrate improvement.
4	Percent of families participating in Part C who report that early intervention services have helped the family.
5	Percent of infants and toddlers birth to 1 with IFSPs compared to: A. Other States with similar eligibility definitions; and B. National data.
6	Percent of infants and toddlers birth to 3 with IFSPs compared to: A. Other States with similar eligibility definitions; and B. National data.
7	Percent of eligible infants and toddlers with IFSPs for whom an evaluation and assessment and an initial IFSP meeting were conducted within Part C's 45-day timeline.
8	Percent of all children exiting Part C who received timely transition planning to support the child's transition to preschool and other appropriate community services by their third birthday.
9	General supervision system (including monitoring, complaints, hearings, etc.) identifies and corrects noncompliance as soon as possible but in no case later than one year from identification.
10	Percent of signed written complaints with reports issued that were resolved within 60-day timeline or a timeline extended for exceptional circumstances with respect to a particular complaint.
11	Percent of fully adjudicated due process hearing requests that were fully adjudicated within the applicable timeline.
12	Percent of hearing requests that went to resolution sessions that were resolved through resolution session settlement agreements (applicable if Part B due process procedures are adopted).
13	Percent of mediations held that resulted in mediation agreements.
14	State reported data (618 and State Performance Plan and Annual Performance Report) are timely and accurate.

Source: Maryland State Department of Education Public Website of State Performance Plan Results

[illegible]

Baltimore County Infants and Toddlers Program Vision/Mission Workgroup

The Baltimore County Infants and Toddlers Program is for families of children from birth through 36 months of age who have, or may have, developmental disabilities, delays, or special health needs. The Program is a joint venture among the Baltimore County Department of Health, Baltimore County Public Schools, Baltimore County Department of Social Services, and private agencies.

OUR VISION

THE CHILD

WE BELIEVE all children are individuals who are members of a family structure and larger community. They are deserving of safety, love, nurturing, and acceptance and have the right to develop at their own pace. Children have the right to be challenged to their optimal ability in order to achieve a healthy self-esteem.

WE BELIEVE all children deserve to have the opportunities and experience that will maximize their abilities, strengths, and potential.

WE BELIEVE each child should be celebrated as a valuable individual whose potential can be enhanced by building on their unique abilities and possibilities.

WE BELIEVE that all children:

- Have a basic right to be loved, nurtured, cared for, to be safe, healthy, and happy and free from harm;
- Are accepted and respected as the unique individuals they are;
- Have the right to develop to their fullest potential;
- Can grow/learn/blossom; and,
- Have the right to participate in all of community life.

THE FAMILY

WE BELIEVE families are capable of being confident and competent in helping their child be an active member of their family and community:

WE BELIEVE that families can have the skills, knowledge, and resources to be their child's best teacher and advocate.

WE BELIEVE that every family is unique and can make informed decisions for their child and family.

THE COMMUNITY

WE BELIEVE community resources should be available to all children regardless of their abilities.

WE BELIEVE the community can serve as a social support to the family and that families have the right to define and access the community as they wish.

WE BELIEVE communities provide a geographical, medical, cultural, educational, and religious network (formal and/or informal) within which families interact, negotiate and operate.

WE BELIEVE we can facilitate the child and family connection to the community. Each family's perception of their community is different and should be respected. Connections to the community need to be meaningful and purposeful. We can assist families in accessing and enhancing their experiences and validating their interactions in the community. The Baltimore County Infants and Toddlers Program helps families learn about the community and the community to learn about families needs.

The Baltimore County Infants and Toddlers Program

MISSION STATEMENT

Our mission is to support the family within their community as they facilitate their child's learning and development.

The Baltimore County Infants and Toddlers Program demonstrates its commitment to this mission by:

- Developing partnerships with families using flexible and collaborative interventions to facilitate children's successes in their homes and communities;
- Developing partnerships with community organizations and professionals to provide access to comprehensive community based experiences for families; and,
- Actively seeking to learn from families, community organizations, and other resources to enhance program excellence.

The Baltimore County Infants and Toddlers Program builds responsive communities for families.

