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SPECIFICATIONS AND BID PROPOSAL FOR:

Fire Alarm Systems Installations, Repairs, Parts, Inspections

and Preventive Maintenance

CONTRACT#: **KSH-340-18**

FORWARD TO: **Kathy Shaffer**

DATE AND TIME DUE: **October 5, 2017**

PLEASE NOTE:

Please direct all questions to: (IN WRITING) Kathy Shaffer,
Purchasing Agent

Telephone # 443-809-9388

Pre Bid Conference: September 13, 2017 @ 10:00 A.M.

BALTIMORE COUNTY PUBLIC SCHOOLS

Verletta White ♦ Interim Superintendent ♦ 6901 North Charles Street ♦ Towson, MD ♦ 21204

INVITATION FOR BIDS:

The Board of Education of Baltimore County invites firms to bid on “**FIRE ALARM SYSTEMS INSTALLATIONS, REPAIRS, PARTS, INSPECTIONS, and PREVENTIVE MAINTENANCE**” for Baltimore County Public Schools, **Solicitation Number KSH-340-18**. Procurement questions can be emailed to Kathy Shaffer at kshaffer@bcps.org. You must identify the solicitation 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 **September 7, 2017**. Solicitation documents can be obtained electronically by emailing request to: kshaffer@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 **September 13, 2017, 10:00 A.M.**, at Department of Facilities Maintenance, 9610 Pulaski Park Drive Suite 204, Baltimore, Maryland 21220.

Sealed bids will be received until **October 5, 2017, no later than 2:00 P.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.

This solicitation is being offered to select a supplier(s) to furnish necessary labor, equipment, materials, supervision, tools and related incidentals required to test, maintain, repair and/or upgrade fire alarm systems at various. (Commodity Code: 936-09 Fire Alarm Repair).

The firms 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
Office of Purchasing

BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE (BRCPC)**GENERAL TERMS AND CONDITIONS FOR SOLICITATIONS****1. INSTRUCTIONS, FORMS AND SPECIFICATIONS**

- 1.1 All bids are to be submitted on and in accordance with forms required by the lead jurisdiction, which are available at the office of the Purchasing Agent.
- 1.2 All bids must be clearly identified with the solicitation number, title of the solicitation and the due date and time.
- 1.3 Each bid shall be accompanied by an affidavit regarding price fixing, gratuities, bribery, and discriminatory employment practices. If the bidder is a business entity, a duly and legally authorized representative of the business entity shall execute the affidavit. The Purchasing Agent will provide the affidavit to bidders.
- 1.4 Bids must be typed or written and signed in ink, unless the solicitation is bid electronically, in which case an electronic signature is acceptable. Erasures or alterations must be initialed in ink, unless the solicitation is bid electronically, in which case electronic initials are acceptable. A duly and legally authorized representative of the business entity shall sign all bids in ink (or in the case of electronic solicitation, digitally). All bids shall be delivered sealed to the Purchasing Agent, no later than the time and date indicated herein. Bids received after the time or date indicated will not be considered.
- 1.5 Additional information or clarifications of any of the instructions or information contained herein may be obtained from the Purchasing Agent.
- 1.6 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 in writing not less than 10 calendar days before the scheduled opening of bids. Discrepancies or exceptions taken do not obligate the Purchasing Agent to change or supplement 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.
- 1.7 Unless a written discrepancy, change, supplement, or exception to the specifications is noted on the bid detailing nonconformance, any part number, or product number, etc. noted on the bid will be considered in full compliance with the specifications. Submission of a bid in response to this solicitation evidences the bidder's acceptance of the terms and conditions herein.
- 1.8 All official correspondence in regard to the specifications shall be directed to and/or will be issued in writing by the Purchasing Agent. Oral instructions or suggestions are not binding upon the Purchasing Agent or BRCPC.
- 2.9 The Purchasing Agent will notify bidders of any changes, additions or deletions to the specifications by written addenda posted on the lead agency's web site at www._____. Addenda to solicitations are sometimes issued within as little as 48 hours prior to bid opening. It is each potential bidder's sole responsibility to frequently visit the web site to obtain all addenda.

2. BID DEPOSIT

- 2.1 A bid deposit may be required when indicated in the solicitation. Failure to submit the bid deposit with the bid, when required, will nullify the bid.
- 2.2 When required in the solicitation, a certified check, treasurer's check, U.S. Postal Money Order, or a bid bond must accompany each bid.
- 2.3 Bid deposits will be returned to each unsuccessful bidder upon the award of the solicitation, and to successful bidders upon its execution of the contracts with each participation jurisdiction and the meeting of bond requirements, if applicable.

- 2.4 Nonperformance by a successful bidder, failure to execute a contract with each participation jurisdiction, or failure to meet bond requirements within the time frame specified in the solicitation or award notification may result in the bid bond being forfeited as liquidated damages.

3. BASIS FOR AWARD OF CONTRACT

- 3.1 The Purchasing Agent shall award all contracts to the lowest responsible and responsive bidder(s) for competitive sealed bids and based on best value for competitive negotiations as determined in the sole discretion of the Purchasing Agent. Each participating jurisdiction will execute its own contract and issue its own purchase order for their contract. Each participating jurisdiction is responsible for determining that the method of solicitation complies with its procurement laws.
- 3.2 Any other consideration for the award will be stated in the solicitation.
- 3.3 Unless otherwise agreed in writing by the Purchasing Agent and the bidder(s) specified, all bids submitted shall be irrevocable for 120 calendar days following bid opening date, unless the bidder(s), upon request of the Purchasing Agent, agree to an extension. No bidder may withdraw its bid during that period.
- 3.4 When there is a conflict between the unit price or percentage and the extension, the unit price or percentage will prevail as the amount of the bid.
- 3.5 Bids shall be exclusive of all non-applicable Federal and Maryland state taxes. Tax exemption certificates will be furnished if required.
- 3.6 Each participating jurisdiction reserves the right to make payments via electronic funds transfers (EFT) or procurement cards for purchases for which those payment methods may be appropriate.

4. CASH DISCOUNT AND NET PAYMENTS

- 4.1 Cash discounts based on time of payment will not be considered in determining an award, but will be taken by each participating jurisdiction, if applicable, at time of payment.
- 4.2 Bids requiring payment within less than 30 days from the date of invoice will be rejected.

5. PERFORMANCE AND PAYMENT BONDS

- 5.1 The successful bidder may be required to give security or bond for the performance of each participating jurisdiction's contract as determined by the Purchasing Agent.
- 5.2 When bonds are required, a surety licensed to do business in the State of Maryland must issue the bonds for each participating jurisdiction.

6. RESERVATIONS

- 6.1 The Purchasing Agent reserves the right to reject any or all bids, in whole or in part, when in his/her reasoned and sole judgment, the public or BRCPC's interest will be served thereby.
- 6.2 The Purchasing Agent may waive formalities or technicalities in bids as the interest of the public or BRCPC and its participating jurisdictions may require, providing these differences do not violate the intent of the specifications, materially affect the operation for which the items are being purchased, or increase the price or estimated maintenance and repair cost.
- 6.3 Unless otherwise provided herein, each participating jurisdiction reserves the right to increase or decrease the quantities to be purchased at the prices bid. The quantity intended to be purchased and the period and/or percentage amount of any such reservation shall be stated in the solicitation and/or in any applicable participating jurisdiction's contract.

6.4 Unless otherwise provided herein, the Purchasing Agent reserves the right to make award(s) on a lump sum basis, individual item basis, or such combination as shall be in the best interest of the public and/or BRCPC.

6.5 Unless otherwise provided herein, the Purchasing Agent reserves the right to order goods or services from other sources without prejudice to the contract.

7. DELIVERIES

7.1 Bidders shall guarantee delivery in accordance with any delivery schedule as may be provided in the solicitation and/or in each participating jurisdiction's contract.

7.2 All deliveries shall be F.O.B. Destination and delivery costs and charges shall be included in the bid price.

7.3 Each participating jurisdiction reserves the right to levy a per diem charge to the successful bidder for each day the goods or services are not delivered in accordance with the delivery schedule. The per diem charge, identified in the solicitation and/or in each participating jurisdiction's contract, may be invoked at the discretion of the participating jurisdiction and said sum may be taken as liquidated damages and deducted from any compensation due to the successful bidder. Invoking the per diem charge as liquidated damages is not a waiver of the right to any other remedies or damages.

7.4 When practical, the successful bidder must package and ship all products in packaging and containers made of recycled, recyclable or biodegradable materials. Bidders are encouraged to eliminate packaging, or to use the minimum amount necessary for product protection, in order to minimize waste to the greatest extent practicable.

8. COMPETITION

8.1 The name of any manufacturer, trade name of manufacturer, or vendor catalog number mentioned in the specifications is for the purpose of designating a standard of quality and type and for no other reason. Minimum specifications where included, are not established arbitrarily to limit competition or to exclude otherwise competitive bidders.

8.2 A bidder shall offer a price on only one unit. Even though two or more units may meet specifications, Bidders must determine which to offer. Submission by a bidder for more than one unit shall be sufficient cause for rejection of that specific item in the Purchasing Agent's sole discretion.

8.3 Bids that show any omission, irregularity, alteration of forms, additions not called for, conditional or unconditional unresponsive bids, or bids obviously unbalanced may be rejected in the Purchasing Agent's sole discretion.

8.4 All bids must be accompanied by such descriptive literature as may be called for by the solicitation.

8.5 If goods to be provided or goods to be used by a successful bidder when providing a service contain any ingredients that could be hazardous or injurious to a person's health, a Material Safety Data Sheet (MSDS) must be provided to the Purchasing Agent. This applies also to any goods used by the Successful Bidder when providing a service to the BRCPC.

9. HOLD HARMLESS/INDEMNIFICATION

The successful bidder shall indemnify, defend, and save harmless each of the participating jurisdictions and their respective employees, agents and officials against or from all costs, fees (including reasonable attorneys' fees), liabilities expenses, damages, injury, and loss including (but not limited to) attorney's fees, which may be incurred or made against any of the participating jurisdictions, their respective employees, agents or officials, and resulting from any act or omission committed in the performance of the duties and obligations of the successful bidder under this solicitation and/or each participating jurisdiction's resulting contract or anyone under contract with the successful bidder to perform duties or obligations thereunder. The successful bidder shall allow each participating jurisdiction to participate in the defense of the participating jurisdiction, its employees, agents and officials, to the extent and as may be required by the participating jurisdiction, and the successful bidder shall cooperate with the applicable participating jurisdiction in all aspects in connection therewith.

10. INSURANCE

10.1 The successful bidder shall, at all times during the term of each participating jurisdiction's contract, maintain and keep in force such insurance as Worker's Compensation, Liability, and Property Damage as will protect the successful bidder from claims under Worker's Compensation Acts and also such insurance as will protect the successful bidder and the participating jurisdictions from any other claims for damages for person injury, including death, as well as from claims for damages to any property of each participating jurisdiction or of the public, which may arise from operations under this solicitation and each participating jurisdictions' contract, whether such operations are by the successful bidder or any subcontractor or any agent directly or indirectly employed by any of them.

10.2 Refer to the specifications for detailed insurance requirements. [Or insert the lead jurisdiction's requirements here]

11. DISPUTES

Prior to award, in case of disputes, the decision of the Purchasing Agent shall be final and binding. The Purchasing Agent may request, in writing, the recommendation of participating jurisdictions or other objective source. Subsequent to award of the solicitation, in case of disputes as to whether an item or service quoted or delivered meets specifications, the decision of the applicable participating jurisdiction shall be final and binding with respect to the participating jurisdiction's contract.

12. TERMINATION

12.1 Termination for Convenience: Any participating jurisdiction may terminate its contract, in whole or in part, upon giving at least thirty (30) days written notice to the successful bidder. The participating jurisdiction shall pay all reasonable costs incurred by the successful bidder up to the date of termination in connection with that participating jurisdiction's contract only. The successful bidder will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination by any participating jurisdiction or BRCPC. The BRCPC will be promptly notified in writing of any termination hereunder by the applicable participating jurisdiction.

12.2 Termination for Default: When the successful bidder has not performed or has unsatisfactorily performed under the contract of any participating jurisdiction, the participating jurisdiction may terminate its contract for default and the successful bidder is entitled to any reasonable costs incurred by the successful bidder up to the date of termination. The successful bidder will not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. The BRCPC will be promptly notified in writing of this termination by the applicable participating jurisdiction.

13. PATENT INFRINGEMENT

The successful bidder agrees to indemnify, protect, defend and save harmless each participating jurisdiction, its officers, agents, and employees with respect to any claim, action, cost (including, but not limited to, attorney's fees), or judgment for patent, copyright, or trademark infringement, or any other claim related to intellectual property or proprietary information arising out of purchase or use of goods or services or from any of the successful bidder's duties or obligations covered by the solicitation or any participating jurisdiction's contract. The successful bidder shall allow each participating jurisdiction to participate in the defense of the participating jurisdiction, its employees, agents and officials, to the extent and as may be required by the participation jurisdiction, and the successful bidder shall cooperate with the applicable participating jurisdiction in all aspects in connection therewith.

14. NON-ASSIGNMENT

A participating jurisdiction's contract resulting from this solicitation and the compensation, which may become due thereunder, are not assignable except with prior written approval of the applicable participating jurisdiction.

15. FACILITIES

The BRCPC and each participating jurisdiction reserves the right to inspect the bidder's facilities at no cost to the BRCPC or any participating jurisdiction at any time with prior notice.

16. AUTHORITY

Instructions, specifications, and proposals are issued, and all bids, quotations, orders, and purchases are made pursuant and subject to the enabling respective legislation of each of the participating jurisdictions. The successful bidder shall ensure compliance with the ethics provisions of the participating jurisdictions.

17. FAILURE TO RESPOND

Bidders who fail to respond three (3) times in succession to solicitations without adequate justification may be removed from the bidder's list.

18. AVAILABILITY OF FUNDS

BRCPC has no obligation (contractual, financial or otherwise) hereunder or for any participating jurisdiction's contract. The contractual obligation of each participating jurisdiction under its respective contract is contingent upon appropriation of funds by the governing body of the applicable jurisdiction from which payment shall be made.

19. GOVERNING LAW

19.1 This solicitation shall be governed by and construed in accordance with the laws of the State of Maryland without regard to any choice of law principles that would dictate the laws of any other jurisdiction. The exclusive venue for any and all actions related to this solicitation hereto shall be the appropriate Federal or State court located within the State of Maryland.

19.2 The laws of Maryland shall govern the resolution of any issue arising in connection with each participating jurisdiction's contract, including, but not limited to, all questions on the validity of each such contract, the capacity of the parties to enter therein, any modification or amendment thereto, and the rights and obligations of the parties thereunder.

19.3 All bidders must be registered to do business in the State of Maryland in accordance with the Annotated Code of Maryland Corporations and Associations Sec. 2-102 Formation generally, Sec. 7-202 Registration to do interstate and foreign* business, and/or Sec. 7-203 Qualification to do intrastate. For information on registering or qualifying a corporation, LLC, LLP or LP call the Maryland Department of Assessments and Taxation (SDAT) at (410) 767-1340. Sole Proprietors and General Partnerships may call (410) 767-4991 or you may download the SDAT forms at: www.dat.state.md.us/sdatweb/sdatforms.html - entity or by calling at (410) 767-1340 or Toll Free (888) 246-5941. The successful bidder will be required to submit a Good Standing Certificate (also known as "Certificate of Status") issued by SDAT.

**"a corporation, association, or joint-stock company organized under the laws of the United States, another state of the United States, a territory, possession, or district of the United States, or a foreign country." Sec. 1-101 Annotated Code of Maryland Corporations and Associations.*

20. NON-WAIVER

Any waiver of any breach of covenants herein contained to be kept and performed by the successful bidder shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent any participating jurisdiction from declaring a breach or default for any succeeding breach either of the same condition of covenant or otherwise. No failure or delay by any participating jurisdiction to insist upon the strict performance of any term, condition or covenant of its contract agreement, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or preclude the participating jurisdiction from exercising any such right, power, or remedy at any later time or times.

21. INTEGRATION

This solicitation, bid response, and each subsequent participating jurisdiction's contract with the successful bidder contain the entire understanding between the successful bidder and each applicable participating jurisdiction. Each participating jurisdiction's contract shall only be amended if such amendment is in writing and executed by a legally authorized

representative of the successful bidder and the applicable participating jurisdiction. Any contract amendment of one participating jurisdiction shall not impact or affect any other participating jurisdiction's contract or BRCPC.

22. SOCIO-ECONOMIC PROGRAMS

The participating jurisdictions have various socio-economic programs, which, if applicable, are detailed in the solicitation. Although there is no requirement that the bidder be a minority-owned, women-owned, disabled-owned business or small business, all under utilized businesses are encouraged to respond to this solicitation.

23. USE OF ILLEGAL IMMIGRANT LABOR

The use of illegal immigrant labor 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.

24. PUBLIC INFORMATION

The participating jurisdictions operate under a public information law – Maryland Access to Public Records Act, State Government Article, Sections 10-611 through 10-628, of the Annotated Code of Maryland. Bids/proposals will be available for public inspection except to the extent that a bidder designates trade secrets or other proprietary data to be confidential. A bidder's designation of material as confidential will not necessarily be conclusive, and may be required to provide justification as to why such material should not be disclosed upon request.

**GENERAL TERMS AND CONDITIONS APPLICABLE TO
STATE OF MARYLAND, BOARDS OF EDUCATION**

1. TOBACCO PRODUCTS

The use of tobacco products is not permitted on school property. Referencing Code of Maryland Regulations 13A.02.04, the use of tobacco products is not permitted in or on property owned by the Board of Education or the political subdivisions.

2. CHILD SEX OFFENDER NOTIFICATION

- 2.1 Maryland law requires certain child sex offenders to register with the local law enforcement agency. One of the purposes of this law, found in Article 27§ 792, is to inform school systems when a child sex offender is residing or working in the area. When the child sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.
- 2.2 As a successful bidder and/or its agents working for the political subdivisions, shall not employ convicted child sex offenders to work on projects for public schools if they, as a result, are required to perform delivery, installation, repair, construction or any other kind of services on political subdivision property. Further, Maryland Law effective June 22, 2006, requires that any person who enters 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 registered sex offender. A successful bidder and/or its agents who violate this requirement is guilty of a misdemeanor and if convicted may be subject to up to five years imprisonment and/or a \$5,000 fine.
- 2.3 A successful bidder shall screen their work-forces to ensure that a registered sex offender does not perform work at a school and also ensure that a subcontractor, independent contractor, successful bidder and/or any agents conducts screening of its personnel who may work at a school. The term "work force" is intended to refer to all of the successful bidder's direct employees, subcontractors, agents, and/or independent contractors

it used to perform the work. Violations of this provision may cause a participation jurisdiction to take action against the successful bidder up to and including termination of the contract.

- 2.4 To assist you in identifying convicted child sex offenders, the schools have the list of convicted child sex offenders, which successful bidders may view. The schools maintain the list and update the list as new offenders are identified, however, it is solely the responsibility of the successful bidder to comply with this provision.



Cooperative Rider Clause

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

Format

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

1. Terms

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

2. Other Conditions - Contract and Reporting

The supplier/contractor and participating entity agree:

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

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

A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links <http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives> and www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/

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 underwritten by a surety company authorized to transact surety business in the State of Maryland.
- 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 (7) calendar 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 unworkmanlike 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**

ALL INVOICE MUST INCLUDE THE BCPS CONTRACT NUMBER

- 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 §5-815 through §5-820 of the General Provisions Article of the Annotated Code of Maryland, the Board of Education of Baltimore County has promulgated Ethics Policies, which cover conflict of interest, financial disclosure and lobbying. All bidders are expected to comply with any and all Board Ethics Policies that may apply to them individually or as a business entity.
- 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 AND PERSONS WITH UNCONTROLLED ACCESS TO STUDENTS

- 31.1 Maryland Law requires certain child sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work and/or attend school. Section 11-722(c) of the Criminal Procedure Article of the Annotated Code of Maryland states, "[a] person who enters into a contract with a County Board of Education or a non-public school may not knowingly employ an individual to work at a school if the individual is a registrant. A person

who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding five years or a fine not exceeding \$5,000 or both.” If a child sex offender, sexually violent predator, or sex offender, as defined in the Criminal Law and Criminal Procedure Articles of the Annotated Code of Maryland, is employed by the Award Bidder, the Award Bidder is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any BCPS property, including the project property. Violation of this provision may result in immediate Termination for Cause.

- 31.2 Additionally, in accordance with Md. Ed. Code Ann., §6-113 (b), the Award Bidder and any of its subcontractors will not knowingly assign any employee to work on school premises with direct, unsupervised and uncontrolled access to children, if that employee has been convicted of a crime identified in Md. Ed. Code Ann., §6-113(a).

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.

36. CRIMINAL BACKGROUND CHECKS

- 36.1 Bidder's employees that have unsupervised or direct access to children or that are assigned duties in a school where unsupervised contact with children is likely, are required to be fingerprinted by BCPS and will complete the Background Investigation process with the exception of the I-9 form. The cost will be borne by the Award Bidder and all records will remain in the control and custody of the school system. The school system reserves the right to reject the Bidder's employees based on information received from said background investigations.
- 36.2 Bidder's employees who will work at facilities where no contact with children is anticipated are not required to be fingerprinted, however, such employees will complete the Background Check Application form and Authorization and Release for the Procurement of an Investigative Consumer Report. A Consumer Investigative Report (Commercial Background Check) will be prepared on each of these employees. The cost will be borne by the Award Bidder. Further instructions for this process will be provided to the Award Bidder.

37. REPORTS

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

END OF PART I: GENERAL TERMS AND CONDITIONS

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BALTIMORE COUNTY PUBLIC SCHOOLS

DIVISION OF BUSINESS SERVICES
DEPARTMENT OF FISCAL SERVICES
OFFICE OF PURCHASING

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

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Part II: Specifications--General Requirements

(If there is a discrepancy between specifications of Part I: General Terms and Conditions and Part II: Specifications--General Requirements: Part 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 contractor(s) to furnish necessary labor, equipment, materials, supervision, tools, and all related incidentals required to test, maintain, repair, and/or upgrade fire alarm systems at various locations (approximately 200 schools and offices) for Baltimore County Public Schools (BCPS) and (41 schools and offices) for Charles County Public Schools (CCPS) Award Bidder(s) shall perform emergency and routine trouble shooting/problem and diagnosis. Award Bidder(s) shall perform testing and inspection services. Equipment provided must be 100% compatible with the manufacturer/models and technical specifications indicated within this solicitation. The Award Bidder(s) shall provide for services in accordance with industry standards and/or manufacturer recommendations. The requirements outlined herein are intended as an aid to acquaint Bidders with what could be required to execute the work on this contract. These specifications will serve as the source document for services for the term of the contract.

- 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. To aid in bid preparation, BCPS anticipates the total estimated value of the contract to be approximately \$500,000 annually, based upon historical records. This figure may change drastically based upon the needs of the system for the term of this contract. BCPS does not guarantee that this dollar amount will be met or exceeded, nor can BCPS guarantee any minimum dollar amount to any Award Bidder(s).

- 1.3 All proposals shall be submitted on the proposal forms provided by BCPS. A lists of sites including school / facility name and address is attached to the specifications as PART III attachments. Each participating jurisdiction reserves the right to add or delete locations during the term of the contract. 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.

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- 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 Facilities.
- 1.12 All work shall be approved by BCPS Department of Facilities Management. BCPS reserves the right of final approval for any work at the time of job completion. If the work is not acceptable, the Award Bidder will be called in to review and correct all problem areas without additional cost to BCPS. Any work necessary will be performed in accordance with a schedule jointly agreed upon. Failure of the Award Bidder to correct deficiencies, in a timely manner, may result in BCPS contracting with another vendor to correct deficiencies. The Award Bidder may then be pecuniary responsible for the associated cost(s).
- 1.13 BCPS reserves the right to provide any materials and/or equipment for related installation or repairs.
- 1.14 Disputes over execution of the contract shall be the responsibility of each participating jurisdiction or agency. If disputes are not resolved with the participating jurisdiction, the award bidder may make a request in writing to the chairperson for a hearing at a scheduled meeting of BRCPC to present its case.

2.0 Requirements of Participating Agencies

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

CCPS Perform Annual Fire Pump and Stand Pipe Flow Test

These inspections and tests shall include, but not be limited to:

2.5 Fire Pump Testing

- Perform annual fire pump test at 4 locations – test shall be performed from June 15 – August 15
- Thomas Stone High School, Waldorf, MD
- Lackey High School, Indian Head, MD
- Piccowaxen Middle School, Newburg, MD
- Central Office, La Plata, MD

2.6 Stand Pipe Flow Test

- Perform flow tests of La Plata High School and McDonough High School
- Perform test from June 15 – August 15
- Five year test only

2.7 Hood Systems

These inspections and tests shall include but not be limited to:

2.7.1 Bi-Annual Hood Inspections

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- Perform hood fire systems release test manned or remote
- Tank check
- Hood visual inspection
- Annually replace all link(s)
- Perform hood inspection tag
- Verification to building fire alarm and operation
- Review equipment layout
- Visual inspection pressure reading on gauge
- Inspect seals
- System modification review
- Conformance to codes
- Nozzle(s) location
- Remove, check and reinstall cartridge of equipment
- Weigh cartridge
- Pyro chem cartridge will be replaced annually
- Check hydrostatic test date (advise)
- Inspect nozzle caps on covers
- Inspect condition of all pipes and conduits
- Inspect and verify operating status of all control and activating mechanisms
- Verify status of terminal link or s-hook during test
- Fusible links are to be cleaned or replaced as re

2.8 Fire System Protection

Quarterly Sprinkler Inspections shall be performed with and under the direction of Special Assistant for Environment, Safety, & Risk Management. These inspections shall include but not be limited to:

2.8.1 Inspector Test – see provided list for locations and numbers

- Flow all inspector test
- Perform main drain test
- Tamper tests
- Churn test on fire pumps (4)
- Perform fire tank level checks (11)

2.8.2 Visual Inspection

- Water tanks & water supply
- General building walk through
- Alarm & main valves and associated equipment
- Fire Department Connections and equipment
- Sprinkler piping

All tests are to be performed quarterly (3 quarterly tests must be performed during

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evening hours) and must be coordinated with Glenn Belmore, Special Assistant for Environment, Safety & Risk Management, 301-934-7275.

2.9 Fire Safety Inspection Specification

- Inspect cable travel tolerance
- Test operation of remote or manual pull station
- Inspect gas valve for proper operation
- Inspect electric fuel shut-off valve for proper operation & reset
- Inspect cocking lever for proper position
- Remove and inspect safety/keeper pins
- Verify system proper operation status
- Inspect hood, duct, and plenum for grease accumulation and report on status
- Testing shall be performed during the December winter break between December 26 – December 31 and during the summer break From June 15 – August 15

2.10 5 Year Fire System Pressure Gauge Test

2.10.1 Inspections shall be in accordance with the National Fire Protection Association

- Pressure gauge calibration verification.
- All gauges must be UL approved 3" round
- 89 water/air gauges
- 4 compound gauges

2.10.2 The following schools will have pressure gauge certification or replacement:

- Note the first number is the water/air gauge and the second number is the compound gauge number:

9+1 Stone	1 Henson
2 Ryon	2 Smallwood
2 Hanson	2 Indian Head
2 Stoddert	3+1 Central
2 Turner	2 Warehouse
2 Brown	2 La Plata
2 Middleton	2 Matula
4 Barnhart	2 Gwynn
2 Wade	2 Somers
2 Mudd	9+1 Lackey
2 Martin	2 Gail-Bailey
2 McDonough	2 Mt. Hope
0 Career & Tech	2 Higdon
4 Craik	3+1 Piccowaxen

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10 Westlake
 2 Berry
 2 Mattawoman

2 Jenifer
 2 Parks

2.11 **Semi-Annual (2 tests per year) Halon Fire Detection and Suppression System**

Inspection and test during normal business hours located at 5980 Radio Station Road, La Plata, Md. The inspection and test shall include but not be limited to:

- Control panel function test
- Supervisory function test
- Emergency power check
- Battery status check
- Detector function test
- Time delay test
- Audible alarm test
- Visual alarm test
- Damper test
- Fire system activation/tie in test
- Equipment shunt test
- Manual pull station test
- Abort system test

2.12 **Fire extinguishers inspection and testing**

- Annual fire extinguisher inspections (approximately 1500 - 2000 per year)
- Six year maintenance inspections 5 lb. ABC units (approximately 100 per year)
- Six year maintenance inspections 10 lb. ABC units (approximately 25 per year)
- Hydro and recharge 5 lb. ABC (approximately 50 per year)
- Hydro and recharge 10 lb. ABC (approximately 25 per year)
- Hydro and recharge 5 lb. CO2 (approximately 25 per year)
- Hydro and recharge 10 lb. CO2 (approximately 15 per year)
- Hydro and recharge 15 lb. CO2 (approximately 5 per year)
- All maintenance and hydro / recharge of the unit that requires removal from the property shall have a replacement provided until the return of the school system extinguisher.
- All testing must be in accordance with NFPA requirements

2.13 Annual backflow certification

2.13.1 All testing must be in accordance with NFPA requirements

2.13.2 The following schools will require certification:

- Barnhart
- Ryon
- Berry
- Matula
- Mattawoman
- Westlake
- Stone

3.0 Qualification of Bidder

- 3.1 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 installing, repairing and maintaining fire alarm systems. Bidders who cannot demonstrate to the satisfaction of BCPS that they have had similar experiences of fire alarm install, repair and maintenance services will not be considered.
- 3.2 Bidders responding to ITEM 1 GROUP: HOURLY RATES AND INSTALLATION SERVICES (as designated within "SECTION 00400- FORM OF PROPOSAL") shall be a an Underwriters Laboratory listed contractor and capable of making all necessary repairs on all models of fire alarm systems, including but not limited to the following: Edwards Signaling & Security Systems; Fire-Lite Alarms; Fire Mark; IBM; Pittway Corporation; Pyrotronics; Silent Knight; SimplexGrinnell. Verification of such shall be in writing from the manufacturer and provided as requested by BCPS.
- 3.3 BCPS may conduct any necessary investigation to determine the ability of the bidder to perform the work, and the bidder shall furnish to BCPS all such information and data/documentation requested. BCPS reserves the right to reject any proposal if the evidence submitted by the bidder or investigation of such bidder fails to satisfy BCPS that such bidder is properly qualified to carry out the obligations of the contract and to complete all requirements contemplated therein.

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- 3.4 In determining the qualifications of a bidder, BCPS will consider the bidder's record and performance on any prior contracts with BCPS, Federal Departments or agencies, or with other public bodies. BCPS reserves the right to reject the proposal of any bidder if the investigation discloses that this 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.
- 3.5 Bidders shall complete and return with their proposal the "REFERENCE FORM" included in this solicitation. Bidders shall have successfully completed at least three (3) projects/contracts of similar size and scope within the past three (3) years. You may include BCPS as one (1) of the three required references.
- 3.6 All bidders must maintain a dispatch / customer support center with availability twenty-four (24) hours a day, seven (7) days a week, to facilitate the reporting of service issues at no additional cost to BCPS. The dispatch / customer support center shall be accessed via a toll free telephone number and shall be staffed by live operators (no recorded messages).
- 3.7 Bidders responding to ITEM 1 GROUP: HOURLY RATES AND INSTALLATION SERVICES (as designated within "SECTION 00400- FORM OF PROPOSAL") shall complete and return with their proposal the "Certified Technician Form". Do not provide this information on any other form or paper--use the form provided. Make as many copies of this form as needed to accommodate all employees. Bidders shall:
- 3.7.1 Provide the name and date of hire for each full time (not contractual) individual, currently employed by the firm, who will be used on any BCPS project.
- 3.7.2 Bidders are required to submit a minimum of two (2) qualified fire alarm technicians, capable of regular and emergency repair services, installation services, and/or preventative maintenance services on all models of the following alarm systems as noted in Section 2.2 above. Edwards Signaling & Security Systems; Fire-Lite Alarms; Fire Mark; IBM; Pittway Corporation; Pyrotronics; Silent Knight; SimplexGrinnell. Technicians must also possess proficient ability to service any other fire alarm system located in BCPS schools and offices. Additionally, bidders are required to provide;
- four (4) qualified fire alarm testing technicians
 - two (2) crews of two (2) technicians each capable of testing all BCPS systems.
- In total, a minimum of six (6) qualified technicians shall be provided to BCPS.
- 3.7.3 The authorized representative of the bidder must sign the form affirming that these are full time properly trained, experienced, and certified employees and not part time, contractual, or temporary employees. The

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Bidder agrees that these are the only employees to be used for work at BCPS sites.

4.0 Award Bidder Employees

Applicable only to Bidders responding to ITEM 1 GROUP: HOURLY RATES AND INSTALLATION SERVICES (as designated within "SECTION 00400- FORM OF PROPOSAL").

- 4.1 The Award Bidder(s) shall provide a copy of ALL related certifications and or licenses held by each employee listed on the "Certified Technician Form" within ten (10) days of notification of award.
- 4.2 The Award Bidder(s) has the right to remove individuals from the "Certified Technician Form" throughout the term of contract by notifying BCPS in writing.
- 4.3 The Award Bidder has the right to add individuals to the "Certified Technician 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:
 - 4.3.1 Submit employee name and last two years work history to BCPS for review. Work history must include previous employers contact information.
 - 4.3.2 Provide a copy of ALL related certifications and licenses for each employee.
 - 4.3.3 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.
- 4.4 Utilizing any employee not previously approved by BCPS is reason for immediate termination of the contract for cause.
- 4.5 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.

5.0 Inspection of Site

- 5.1 Bidders are responsible for site visitation and confirmation of existing conditions.
- 5.2 To aid Bidders with formulation of pricing associated with this solicitation, all Bidders are invited to visit each site. Site visits shall be coordinated as follows:

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- .1 Call BCPS site.
 - .2 Schedule appointment with **Building Operations Supervisor**.
 - .3 On day of appointment sign in at main office. Building Operations Supervisor will provide escort.
- 5.3 Failure to become familiar with the site will not relieve a successful bidder of his obligation to furnish all materials, labor, and services necessary to carry out the provisions of the specifications herein.

6.0 Bonding and Certificates of Insurance

- 6.1 A Bid Bond is NOT required for this solicitation.
- 6.2 PERFORMANCE AND PAYMENT BONDS
- .1 Performance Bonds and/or payment bonds may be required from Award Bidder for individual projects in excess of \$30,000 for the amount of 100% of the contract price to cover faithful performance and/or payment of the specific project contract. The Award Bidder for that specific project will be required to submit bonds to the Office of Purchasing within ten (10) days of receipt of the Notice of Intent to award.
 - .2 The cost of the performance bond and/or payment bond shall be included in the quote amount for each specific BCPS project.
 - .3 Bonds shall be prepared on the standard bond form A312 as approved and issued by the American Institute of Architects and having as surety thereon such surety company or companies as are acceptable on bonds given to the United States Government and approved by the Board of Education of Baltimore County and are authorized to transact business in the state of Maryland.
 - .4 Performance bonds and payment bonds shall be made out in the name of the "**Board of Education of Baltimore County**, Attn: Purchasing Assistant, 6901 Charles Street, Building "E", 1st Floor, Towson, MD 21204". Send or have delivered all, performance bonds, and payment bonds to the attention of:

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

6.3 CERTIFICATES OF INSURANCE

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6.3.1 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, MD 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, MD 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.

6.3.2 Cost of Insurance shall be included in the bid amount.

6.3.3 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.

7.0 Small Business and/or Certified Minority Business Enterprises

7.1 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.

7.1.1 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:

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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.
- 7.2 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.
- 7.3 The following documentation shall be considered as part of the contract, and shall be furnished **with your proposal/bid**:
- 7.3.1 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.
 - 7.3.2 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;

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- .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.
- 7.4 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.
- 7.5 The MBE Liaison may assist the apparent low bidder in identifying certified minority businesses that could participate in the contract.
- 7.6 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

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Maryland Department of Transportation (MDOT). Reference: MINORITY BUSINESS ENTERPRISE PROCEDURES FOR STATE FUNDED PUBLIC SCHOOL CONSTRUCTION PROJECTS as attached to this solicitation.

8.0 **Bid Submission**

- 8.1 Return of bids to: BALTIMORE COUNTY PUBLIC SCHOOLS
OFFICE OF PURCHASING
KSH-340-18 Attn: Kathy Shaffer
6901 Charles Street, Building "E", 1st Floor
Towson, MD 21204
- 8.1.1 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.
- 8.1.2 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.
- 8.2 The envelope submittal shall contain
- :A) "Hard Copy":
- Bidders shall provide one (1) complete original "SECTION 00400: FORM OF PROPOSAL", one (1) complete original * "EXHIBIT A" (Excel spreadsheet), and any applicable supporting documents. Bidders shall clearly mark as "ORIGINAL". All pages submitted must be signed by a corporate representative. * Note: Bidders shall print a hard copy of the completed "EXHIBIT A".
- B) "Soft Copy":
- Bidders shall provide one (1) electronic version of the "SECTION 00400: FORM OF PROPOSAL" (scanned version of the original in Adobe format), one (1) electronic version of the "EXHIBIT A" (Excel spreadsheet), and all supporting documents on a USB flash drive.
- 8.3 If discrepancies are discovered between any of the hard versions and / or the electronic version(s), the hard copy "original" shall take precedence.
- 8.4 Proposals shall include all of the following, as outlined within "SECTION 00400-FORM OF PROPOSAL":
- 8.4.1 Section 00400-1: Cover Page.
- 8.4.2 Section 00400-2: "Price Proposal - Instructions"

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- 8.4.3 Section 00400-3-14: "Price Proposal Pages". Complete, sign and return with bid.
- 8.4.4 Section 00400-15: "Technician Form". Complete, sign and return with bid.
- 8.4.5 Section 00400-16: "References". Complete, sign and return with bid.
- 8.4.6 Section 00400-17: "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.
- 8.4.7 Section 00400-18: "Proposal Sheet". Complete, sign and return with bid.
- 8.4.8 Section 00400-19: "State of Maryland Anti-Bribery Affidavit" & "State of Maryland Tax Certification" (on same page). Complete, sign and return with bid.
- 8.4.9 Section 00400-20: "Certification Regarding U.S. Government Debarment, Suspension, Ineligibility, and Voluntary Exclusion". Complete, sign and return with bid.
- 8.4.10 Section 00400-21: "Board of Directors Diversity Affidavit". Complete, sign and return with bid.
- 8.4.11 Section 00400-22: "Small Business Enterprise Affidavit". Complete, sign and return with bid.
- 8.4.12 Section 00400-23: "Small and Minority Business Enterprise Utilization Affidavit". Complete, sign, notarize and return with bid.
- 8.4.13 Section 00400-24: "SBE/MBE Statement of Intent". Complete, sign and return with bid.
- 8.4.14 Section 00400-25: "SBE/MBE Request For Waiver". Complete, sign, notarize and return with bid".
- 8.4.15 Section 00400-26: "SBE/MBE Minority Subcontractor Unavailability Certificate". Complete, sign and return with bid.
- 8.4.16 Section 00400-27: "No Bid Page". This page should only be returned if not participating in the bid.
- 8.4.17 All other information and/or forms and/or affidavits specified in Specifications Part II, Technical Specifications, and/or Addenda issued.

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- 8.5 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.
- 8.6 Proposals received after the published due date/due time will be rejected as non-responsive.
- 8.7 Proposals submitted improperly and/or incomplete may be deemed as non-responsive.

9.0 Bidder Registration

- 9.1 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:
 - 9.1.1 Go to our website at www.bcps.org
 - 9.1.2 Scroll to bottom of web-page and click the link for: "Do business with BCPS" (under the "How do I?" section).
 - 9.1.3 In the middle of the Office of Purchasing web-page, click the link: "Visit our Vendor Self Service Center"
 - 9.1.4 Select "Creating A New Account" for detailed instructions. Print these instructions for reference, and then return to the VSS welcome page.
 - 9.1.5 Click onto "Register" from the VSS welcome page and follow the instructions you printed.
 - 9.1.6 Complete the application. Record your User ID and Password for future use.
- 9.2 Entering your corporate information into the VSS website is the first step in doing business with BCPS. If you have already done business with BCPS in the past, much of your information may already be present. You may only have to confirm or update the existing information.
- 9.3 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, visit our website at www.bcps.org and scroll to the bottom of web-page; Click the link: "Do business with BCPS" (under the "How do I?" section); Click onto "Bid Board"; Click onto "Invitation to Bid".

10.0 Inquiries

- 10.1 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.
- 10.2 Any inquiries regarding the "SPECIFICATIONS" and/or the "SOLICITATION DOCUMENT" shall be IN WRITING and directed to Kathy Shaffer, at e-mail: kshaffer@bcps.org (receipt verified by calling phone: (443-809-4334).

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- 10.3 Any inquiries regarding the "MBE and/or SBE PARTICIPATION" in this bid shall be directed to Melanie Webster e-mail: mwebster@bcps.org (receipt verified by calling: 443-809-4334)

11.0 Addenda and/or Explanation of Bid Documents

- 11.1 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.
- 11.2 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.

12.0 Bid Opening

- 12.1 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).
- 12.2 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.
- 12.3 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.

13.0 Award of Contract

- 13.1 As the lead jurisdiction, Baltimore County Public Schools (BCPS) intends to make award to the lowest responsible bidder(s) meeting all specifications. Bidders pricing shall apply to all participating jurisdictions. **The award of contract shall apply to all participating jurisdictions.** Each participating jurisdiction will issue a purchase order for its requirements.
- 13.2 Method of award will be to the responsive and responsible bidder offering the most favorable "COMPUTED ITEM COST".

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- 13.3 BCPS shall develop a price scenario formula to calculate the "COMPUTED ITEM COST". This pre-determined price scenario formula will apply a multiplier to each "ITEM". The sum of which will be combined to determine the "COMPUTED ITEM COST". The BCPS formula applied to award computation shall be available upon request any time after the posted Due Date/Time.
- 13.4 Responsive and responsible bidders responding to the solicitation shall be ranked, based upon their "COMPUTED ITEM COST".
- 13.5 While pricing will be given primary consideration in evaluation of all proposals meeting specifications, successful bidder(s) must be able to document their ability to service an account of this size and, also, be able to guarantee completion of work on time. BCPS reserves the right to award to bidder(s) receiving the most favorable proposal evaluation and providing best in class, overall value to BCPS per ITEM.
- 13.6 BCPS is not obligated to contract for all "ITEMS" as listed on the Price Proposal Sheet(s).
- 13.7 Time is of the essence. Submission of a proposal/bid, in response to this solicitation, shall mean that the Bidder can complete all work "as specified" within the specified time frame.
- 13.8 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.
- 13.9 BCPS reserves the right to add award bidder(s) to this contract if the initial award bidders cannot fulfill all of the requirements.

14.0 Term of Contract

- 14.1 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 December 31, 2022.
- 14.2 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.
- 14.3 On an annual basis, BCPS and the Award Bidder(s) shall meet and confer regarding performance and modifications to the contract.

15.0 Assignment of Work

- 15.1 At its sole discretion, BCPS reserves the following rights:
- .1 To perform any work at any site 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.
- 15.2 This contract is to be utilized for projects with an estimated value not exceeding \$300,000. If a project estimate exceeds this threshold, the Office of Purchasing reserves the right to issue a formal solicitation.
- 15.3 BCPS reserves the right to utilize Hourly Labor Rates (Regular, Off Hours, Emergency) submitted by Award Bidder(s) in response to this solicitation for work and for projects that are less than \$30,000.
- 15.4 For projects under \$30,000, BCPS shall reserve the right to obtain in writing, "Request for Quote" (RFQ) from Award Bidder(s). BCPS reserves the right to award the project to the company offering the most favorable quote (as determined by BCPS). It is important to note that the most favorable quote may not be the one offering the lowest price. BCPS may evaluate the quote based on the starting and completion dates provided by the bidders with their quote for that project and the subsequent effect this will have on the school curriculum. Time is of the essence.
- 15.5 For projects exceeding \$30,000, BCPS will obtain in writing, "Request for Quote" (RFQ) from all Award Bidder(s). BCPS reserves the right to award the project to the company offering the most favorable quote (as determined by BCPS). It is important to note that the most favorable quote may not be the one offering the lowest price. BCPS may evaluate the quote based on the starting and completion dates provided by the bidders with their quote for that project and the subsequent effect this will have on the school curriculum. Time is of the essence.
- 15.6 For projects exceeding \$30,000, performance and payment bonds shall be required as part of the RFQ and the cost of such bonding shall be included in the quote amount.
- 15.7 The type of "Request for Quote" (RFQ) shall be communicated to Award Bidder(s) by BCPS. Pricing methodology to be utilized by Award Bidder(s) will be specified in writing by BCPS at time of RFQ issuance. Some examples of RFQ types include:

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- Not to Exceed
 - Lump Sum/ Firm Fixed Price/Base Bid
 - Cost-plus-fee
 - Design-build/Turnkey
 - Informational Budget Estimate
- 15.8 BCPS reserves the right to request that Award Bidder(s) utilize hourly rates other than those which were submitted in response to this solicitation as a component of the RFQ.
- 15.9 BCPS reserves the right to request that Award Bidder(s) utilize the Hourly Labor Rates (Regular, Off Hours, Emergency) submitted in response to this solicitation as a component of the RFQ.
- 15.10 BCPS reserves the right to request that Award Bidder(s) provide breakout costs as an attachment to the RFQ invoice.
- 15.11 Award Bidder(s) will not be paid for visiting a BCPS site to provide RFQ and/or for any pre-examination of work.
- 15.12 To maintain Award Bidder status, Award Bidder(s) shall respond to EVERY RFQ. If a contractor is unable to provide a quote for ANY reason, they must submit a "NO QUOTE"/"No Bid" response. FAILURE to respond may result in termination of the contract with that Award Bidder.

16.0 Hourly Rates

- 16.1 **"Regular Hourly Labor Rate"** for repair services, installation services, and/or testing services. 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 technician, 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. The rate shall not include special equipment rental charges (i.e. aerial lifts, boom lifts, scissor lifts). Award Bidder shall respond as specified and required by BCPS when the request for service is placed. Reference Part II: Specifications--General Requirements, Section 20.0 Response Time, for detailed response time requirements.
- 16.2 **"Regular Hourly Labor Rate – Off Hours"** for repair services, installation services, and/or testing services. In effect Monday through and including Friday, from 5:00 P.M. until 7:00 A.M. EST and Saturday and Sunday from 12:00 A.M. until 12:00 P.M. EST.

The rate is for one (1) certified technician, on-site working. Inclusive of all overhead, including but not limited to: driving time to and from the job site,

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materials, proper disposal, paperwork, salary of employees, and profit. The hourly rate must include overseeing and providing the work. The rate shall not include special equipment rental charges (i.e. aerial lifts, boom lifts, scissor lifts). Award Bidder shall respond as specified and required by BCPS when the request for service is placed. Reference Part II: Specifications--General Requirements, Section 20.0 Response Time, for detailed response time requirements.

- 16.3 **“Holiday hours”** and/or **“Double Time Rate”** are those hours worked on the following days: Christmas Day, New Years’ Day, Memorial Day, Labor Day, July 4th, and Thanksgiving Day. Holiday hours will be paid at the rate of two (2) times the regular Hourly Labor Rate.
- 16.4 **“Working Hours”**: are those hours the employees are actually on site working, excluding travel time, lunch time and/or breaks.
- 16.5 All hourly labor rates include the cost of consumable materials utilized by Award Bidder to facilitate install and/or for repair services. Some examples of consumable materials shall include, but not be limited to: cable ties, fasteners, tape, tags. BCPS shall not reimburse for any additional materials unless agreed to by BCPS in advance of the work.
- 16.6 BCPS shall not reimburse for travel expenses, or vehicle mileage, nor shall BCPS reimburse for travel time to obtain parts.
- 16.7 BCPS shall not reimburse for cell phone usage.
- 16.8 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.
- 16.8.1 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)".

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- .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".

16.9.2 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.

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

17.0 **'Percentage Off List' Pricing**

- 17.1 All delivery/freight charges, packaging (including pallet), insurance, expenses, and/or overhead shall be included within unit pricing requested by BCPS. When parts/equipment is ordered by BCPS from Award Bidder(s), standard delivery charges shall be included by Award Bidder(s) within line item pricing. BCPS may pay separate line item shipping charges **only** when order has been requested by BCPS to be expedited. Expedited delivery charges **must** be authorized by BCPS.
- 17.2 Manufacturer 'percentage off list' pricing provided by Bidders shall be for any quantity. No minimum quantity orders and/or shipments are guaranteed.
- 17.3 Manufacturer 'percentage off list' pricing submitted by bidders shall be non-direct, Governmental sales, where bidder is responsible for shipping and invoicing.
- 17.4 BCPS reserves the right to accept additional discount pricing if offered by the Award Bidders for bulk purchases, promotional pricing, and/or downward adjustments to percentage off list pricing offered by manufacturer to Award Bidder(s).
- 17.5 All bidders shall accept VISA as a method of payment.
- 17.6 BCPS may require Award Bidder(s) to provide documentation from manufacturer that authenticates actual manufacturer LIST PRICE.
- 17.7 Award Bidder(s) shall be granted the option to request an adjustment to each manufacturer 'percentage off list' pricing once per calendar year. If manufacturer represented by Award Bidder(s) issues a mid-year or force majeure 'percentage off list' adjustment, BCPS shall either accept or reject such on a case by case basis.
- 17.8 Award Bidder(s) must notify the Office of Purchasing of any change in 'percentage off list' pricing IN WRITING. Failure to provide all the following will result in the request not being considered.
1. Provide the Solicitation Number or Contract Number
 2. Provide the existing "percentage off list"
 3. Provide the new proposed "percentage off list". Increases shall be limited to the actual cost increase to the Award Bidder from manufacturer.
 4. Provide the supporting documentation. The Award Bidder shall provide bona-fide manufacturer's documentation reflecting the percentage change. BCPS shall validate the requested percentage adjustment.

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- 17.9 Pricing adjustments are NOT automatic. BCPS reserves the right to accept or reject the adjustments 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 item 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 material 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.
- 17.10 BCPS reserves the right to decrease pricing, if such downward adjustment is reflected within manufacturer data.

18.0 **Delivery**

- 18.1 All deliveries shall be **FOB Destination (inside)**.
- 18.2 All deliveries shall be scheduled at least 24 hours in advance by calling the contact person designated on the Purchase Order.
- 18.3 Delivery shall be made Monday through Friday (excluding school holidays) between the hours of 8:00 A.M. and 3:00 P.M. EST. Award Bidder shall be responsible for ensuring that deliveries are made during regular business hours and days.
- 18.4 BCPS requires that all items be delivered within ten (10) business days from receipt of order.
- 18.4.1 Failure of the Award Bidder to deliver within ten (10) business days of receiving an order may result in BCPS canceling the order with the Award Bidder and BCPS ordering the products from the next lowest bidder. The Award Bidder may then be pecuniarily responsible for the difference in cost.
 - 18.4.2 If there are extenuating circumstances, out of the control of the Award Bidder, that would extend the delivery past ten (10) business days, then, the Award Bidder agrees to notify BCPS immediately of these circumstances and to advise of when the delivery shall be made.

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- 18.4.3 Award Bidder demonstrating habitual delivery deficiencies will be subject to termination of contract for cause.
- 18.5 Any damaged shipments will be replaced solely at the Award Bidder's expense. This shall include pick-up of damaged product and delivering replacement product. Delivery of replacement product shall be made within three (3) business days from receipt of notification of damage.
- 18.6 All "drop shipments" (direct from a manufacturer or wholesaler) must adhere to the terms specified within this solicitation.
- 18.7 A delivery ticket shall accompany all deliveries. The delivery ticket must include the BCPS purchase order number. Any delivery that does not identify the BCPS purchase order number will be rejected. The Award Bidder shall obtain a signature from BCPS employee on the delivery receipt for all items delivered. The supplier will be required to furnish proof of delivery in case of dispute.
- 18.8 It is the Bidder's responsibility to have material available for BCPS to pick up at a location within fifty (50) miles from the Baltimore County Public Schools, 9610 Pulaski Park Drive, Baltimore, MD 21220. The determination of the mileage shall be obtained through on-line Internet tools, such as <http://maps.yahoo.com/> or <http://www.mapquest.com/> , based upon the address provided by Bidder.

19.0 Substitutions

- 19.1. Where a specific manufacturer or trade name is designated, it is to establish a standard of material, design function, finish, and quality. Only products of the named acceptable manufacturers and "or equal" (in quality, accessories, and attachments) shall be utilized.
- 19.2 The Award Bidder shall be responsible for determining what model or product of the acceptable manufacturer meets the specified standards. Other products which will perform equally the duties imposed by the general design will be considered providing submittal for substitutions is in strict accordance with requirements as indicated within the technical specifications of this solicitation.
- 19.3 All equipment and replacement components shall be new and unused. BCPS shall approve make and or model of replacement parts utilized.

20.0 Equipment

- 20.1 All equipment required to perform standard/typical work under this contract shall be owned by the Award Bidder and shall be normally available on the dispatched vehicle. BCPS shall not reimburse Award Bidder for equipment rental charges that are considered standard/typical equipment for services provided under this contract.

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- 20.2 All equipment of the Award Bidder shall be in good working condition and shall conform to required safety standards.
- 20.3 The Award Bidder(s) shall NOT utilize rental equipment without the expressed prior consent of BCPS. Use of rental equipment prior to obtaining the expressed prior written consent of BCPS shall result in termination of the contract for cause.
- 20.4 Use of BCPS equipment is prohibited.
- 20.5 BCPS shall direct Award Bidder(s) as to the appropriate equipment, parts, and supplies that should be maintained on dispatched vehicles upon official signing of the contract after the Board of Education of Baltimore County's approval. It is understood that Award Bidders who have not dealt with BCPS in the past may need more direction than those Award Bidders who have provided service to BCPS in the past.

21.0 Response Time

- 21.1 Regular Service Calls:
 - .1 Regular service requests shall be made in writing by BCPS and shall document the required service and time parameters for response. Response time shall be as specified and shall start when the request for regular service is placed. BCPS may first notify Award Bidder via phone call; however, all requests for regular service shall be delineated in writing by BCPS.
 - .2 Physical response time by Award Bidder for regular service calls shall be less than two (2) hours from when request is made by BCPS.
 - .3 Physical response time by Award Bidder for regular service calls shall not exceed seventy-two (72) hours from when request is made by BCPS. In some instances, BCPS may require a response time that exceeds the seventy-two (72) hour requirement. BCPS will make any such request in writing.
 - .4 Notwithstanding the aforementioned above (".3"), a typical regular service call will provide the Award Bidder with a twenty-four (24) hour window of time in which to mobilize technicians.
 - .5 Award Bidder is to physically show up at the site and perform services as required at the Regular Hourly Labor Rate at the time and/or day the service is requested and/or required by BCPS.
 - .6 BCPS shall notify Award Bidder in writing if service request must be cancelled.

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21.2 Emergency Service Calls:

- .1 Due to the nature of emergency service calls, BCPS may first notify Award Bidder via phone call of the emergency service requirement. Award Bidder response time shall commence at time of phone notification. After initial phone notification, BCPS shall provide Award Bidder with emergency service request in writing.
- .2 Physical response time for emergency service calls shall be within two (2) hours of telephone notification by BCPS.
- .3 Emergency repairs shall be provided on a twenty-four (24) hour, seven (7) days a week basis.
- .4 The Award Bidder is to physically show up at the site and perform services as required at the Emergency Hourly Labor Rate.
- .5 If Award Bidder can not respond to the emergency request within the time period specified above, Award Bidder must notify BCPS at the time the request for emergency service is placed. This will enable BCPS to go to the next Award Bidder for performing the emergency work.
- .6 BCPS shall notify Award Bidder in writing if service request must be cancelled.

21.3 Award Bidder(s) is guaranteed a minimum of one (1) hour on site for each regular and/or emergency service call.

21.4 If Award Bidder fails to meet the response times herein specified, the Award Bidder will issue an invoice credit to BCPS. Such credit shall be based on the Award Bidder's hourly labor rate. For example, the Award Bidder was scheduled to commence services (regular service call) at 1:00 P.M. and the certified technician does not physically show up at the BCPS site until 1:30 P.M. The Award Bidder's Regular Hourly Labor Rate is \$50. The credit amount would be \$25. Credits owed to BCPS shall be reflected in the next billing cycle following the event. Failure to respond within timeframe requested at time of placing service call may result in termination of the contract for cause with that Award Bidder.

21.5 Award Bidder(s) shall make every effort to expedite any and all repairs in accordance with set time limits. Where limits may need to be exceeded, any deviations shall be verified and approved in advance by BCPS. The Award Bidder will notify BCPS Department of Physical Facilities in writing of any delays in repairs which exceed the above set time limits. Excessive delays in repairs which cannot be explained by the Award Bidder to the satisfaction of BCPS will be considered to be unsatisfactory service under the terms of the contract. Any excessive number of instances of unsatisfactory service, as determined by

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BCPS, will be cause for BCPS to consider the Award Bidder in default and the contract terminated for cause.

22.0 Warranty

- 22.1 The Award Bidder shall unconditionally guarantee the materials and workmanship of all equipment and materials furnished by the Award Bidder, its subcontractors or suppliers for a period of at least **two (2) year** from the date of acceptance of the installation by BCPS. If the manufacturer warrants equipment for a period longer than two years the Award Bidder shall pass through this time frame to BCPS.
- 22.2 All warranty work shall be done within seventy two (72) hours of notification of the work to be done.
- 22.3 Award Bidder shall not charge BCPS for any repeat visit for the same problem occurring within thirty (30) days of the original visit.

23.0 Hazardous Material Information

- 23.1 No new, replacement or restoration materials shall contain asbestos or asbestiform minerals in an amount greater than 0.0% as determined by polarized light microscopy (PLM) as prescribed in Federal Regulation 40 CFR 763.87. For materials that are tightly bound (e.g. floor tile, roofing asphalt and felts, adhesive/mastic, caulk, glaze, etc.) and for which PLM analysis is not conclusive, transmission electron microscopy must be used for analysis. If no commercially available material meets this criterion, written authorization for use of the material shall be obtained from the BCPS Project Manager. All materials delivered to or used on BCPS property must be accompanied by a manufacturer's certification to be asbestos free, based upon criterion above. The Material Safety Data Sheet may not be used for this purpose.
- 23.2 No new, replacement or restoration materials shall contain lead in an amount greater than 0.00 milligrams per liter or 0.00 milligrams per kilogram. If no commercially available material meets either criterion, written authorization for use of the material shall be obtained from the BCPS Project Manager.
- 23.3 Award Bidder(s) shall not be responsible for performing any asbestos abatement services. BCPS will have all asbestos containing material abated prior to commencement of work by Award Bidder(s). Award Bidder(s) will not initiate any work which will disturb any asbestos containing material. Failure to adhere to this policy may result in termination of the contract for cause.
- 23.4 Building materials in BCPS facilities may contain asbestos and/or lead paint. To prevent contamination or exposure, no work shall be performed by Award Bidder(s) that would disturb any building material(s). This shall include, but not be limited to the following activities: cutting, drilling and/or moving ceiling tiles. Award Bidder(s) shall notify the BCPS Project Manager in writing as soon as it is

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known that approval will be needed for a particular activity. BCPS shall respond to Award Bidder(s) request in writing to approve or deny the particular activity.

24.0 Occupancy Requirements

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

24.2 Use of Premises:

- .1 Limit use of premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.
- .2 Keep driveways and entrances serving the premises clear and available to BCPS, BCPS's employees and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
- .3 Award Bidder is responsible for all clean up related to their work. The school's custodial staff is not responsible for cleaning debris left from the Award Bidder's work.
- .4 The Award Bidder shall protect all BCPS property, materials, equipment, improvements, utilities, structures, and vegetation at all times during the course of this contract. Any property or incidentals damaged during the course of this contract shall be repaired or replaced by Award Bidder to the satisfaction of the BCPS.
- .5 Deliveries of equipment and other materials must be done with the Award Bidder present and stored on site as indicated by the Department of Physical Facilities. Equipment and material shall not be delivered to the site prior to their installation, unless approved by the Department of Physical Facilities.
- .6 Award Bidder(s) shall not sound alarm devices during regular class hours, unless authorized by BCPS.
- .7 Award Bidder(s) shall comply with specific considerations in regard to the sounding of alarm devices for BCPS sites that serve students who have multiple disabilities. BCPS liaison shall provide direction to Award

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Bidder(s) in regard to required special provisions for these sites
(Reference "Exhibit A: BCPS Sites").

- 24.3 Failure to become familiar with the site will not relieve a successful bidder of his obligation to furnish all materials, labor, and services necessary to carry out the provisions of the plans and specifications and to complete the contemplated Work for the consideration set forth in his bid.

25.0 Professionalism

- 25.1 BCPS requires all work to be completed utilizing "Professional Workmanship". BCPS shall very closely monitor and examine the services provided and shall only accept a "Professional Workmanship". The following shall be considered some reasons for immediate termination of a company:
- 25.1.1 Failure of the Award Bidder to have the required materials and equipment with them to execute a project without undue delay to leave the project and pick up supplies and/or equipment. BCPS reserves the right to bring in any other contractor in order to complete work that is not completed in a timely fashion.
- 25.1.2 Failure of the Award Bidder to mobilize certified technicians to provide an adequate response for simultaneous/multiple site emergencies.
- 25.1.3 Failure of the Award Bidder to have all personnel sign into and out of the main office of any school, whenever that school's office is open.
- 25.1.4 Failure of the Award Bidder to utilize qualified personnel to do the work for BCPS sites. The individuals doing the work at the BCPS sites shall:
1. be on the "list" of employees being utilized by that Award Bidder for work on any BCPS site.
 2. be properly trained and experienced to perform services as specified.
 3. refrain from any comments and/or gestures to the students and/or staff; and, refrain from making any comments and/or gestures to fellow workers that could be interpreted as inappropriate and/or obscene.
 4. be dressed appropriately to work in a "school environment" with student, teacher, staff, and parents present. The employee shall prominently display the name of their company on a shirt and/or hat.

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5. abide by the BCPS no smoking policy. BCPS maintains a Tobacco-Free environment. Furthermore, BCPS policy prohibits gambling, alcohol, drugs and obscene/abusive language.
- 25.2 Immediate termination of a company for not providing "Professional Workmanship" as determined by BCPS, using criteria determined by BCPS and not necessarily industry standards, shall result in:
- 25.2.1 Award Bidder being paid for all work completed to date. Any monies required to complete the repairs and/or installations in progress shall be deducted from those owed, prior to final payment. In the event the monies due exceed the amount BCPS owes that Award Bidder, the monies required to complete services in progress shall be owed BCPS by that Award Bidder.
 - 25.2.2 Award Bidder being unable to bid any BCPS project for up to twelve (12) months from the date of termination.

26.0 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.

27.0 Interruption of Service

- 27.1 Planned interruption of telephone, security alarm, and/or fire alarm service under this contract shall be coordinated with BCPS Department of Physical Facilities at least five (5) business days in advance of the expected occurrence.
- 27.2 Schools and/or Offices will require a temporary electric power source, during any interruption, to maintain the security system, fire alarm system and telephone system.
- 27.3 This temporary power shall be available and maintained by the Award Bidder(s) until power/service is restored.
- 27.4 If an on-site generator is provided by Award Bidder, an Award Bidder employee shall also be on site 24 hours per day until power is restored.
- 27.5 Award Bidder(s) shall be responsible for repairing accidental interruption(s) of utilities, caused by the Award Bidder, at the Award Bidder's expense.

28.0 Permits

Award Bidder(s) shall make application for permits, as required for the work under this contract. BCPS shall reimburse Award Bidder(s) for the direct cost of application fee, as

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required for the work under this contract. Award Bidder is required to schedule inspections by Baltimore County Public Works and/or other State/Local agencies as required and is responsible to meet or exceed all codes.

29.0 Applicable Standards and Guidelines

- 29.1 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.
- 29.2 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.
- 29.3 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.
- 29.4 Award Bidder(s) shall have available, copies of all applicable codes, regulations, standards, documents and this specification.
- 29.5 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).

30.0 Invoicing and Payment

Award Bidder(s) shall submit Original Invoice (include all Work Tickets related to invoice) to BCPS Department of Physical Facilities. Invoices shall be mailed via U.S. Postal Service or emailed to a pre-approved BCPS liaison. Award Bidder(s) shall invoice BCPS within thirty (30) days after the completion date and the invoice shall contain the following:

- 1. BCPS Purchase Order Number, Work Order Number, Release Number, Name of Facility.
- 2. Award Bidder's Invoice number, Invoice date, Completion date
- 3. All labor rates shall be paid in one half (1/2) hour increments after the first full hour (reference section 20.3). Labor rates should be itemized with date of service, total number of "working" hours, labor rate, and a subtotal of labor costs.
- 4. A total reimbursement amount for all material. Attach an itemized listing which includes the approved materials provided and installed. Materials shall be priced at the Award Bidders cost (including tax) plus markup. Proof of cost by receipt, for materials over \$100, must accompany the invoice, unless approved otherwise by

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BCPS. The formulas for the Award Bidder's Cost of materials Reimbursement Amount is as follows:

Award Bidder's Cost of materials = (Price of item) plus (Applicable Taxes)
 Reimbursement Amount = (1.20) times (Award Bidder's cost of materials)

Note: Cost of part(s) shall include all applicable manufacturer discounts and rebates.

5. If multiple facilities are listed on one invoice, charges must be listed separately for each facility where work was performed.
6. Service Ticket(s) attached to invoice. Employee names and the number of hours each employee worked on site must be listed. Date(s) of service shall be included, which must correspond to the sign in/out sheet located in the school office.
7. Total dollar amount due.
8. BCPS will not pay for rented or leased equipment fees in addition to the hourly rate quoted, unless, approved specifically by the designated BCPS liaison, in advance of their use. All freight charges, packaging (including pallets) shall be included within unit pricing requested by BCPS. BCPS may pay separate line item shipping charges only when the order has been requested by BCPS to be expedited.

Expedited delivery charges must be authorized in advance by BCPS. BCPS shall not reimburse for: travel expenses, vehicle mileage, phone usage, or traveling to pickup parts (Reference: Part II, Section 15.0 Hourly Rates). Sub-contractor mark-up shall not exceed amount listed on price proposal sheet, (00400-3-5).

9. The Award Bidder(s) are to have an invoice format approved by BCPS.
10. Only one invoice shall be submitted per BCPS Work Order unless authorized by the BCPS representative.

END OF PART II: SPECIFICATIONS--GENERAL REQUIREMENTS

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BALTIMORE COUNTY PUBLIC SCHOOLS

DIVISION OF BUSINESS SERVICES
DEPARTMENT OF FISCAL SERVICES
OFFICE OF PURCHASING

6901 CHARLES STREET, BUILDING "E", 1ST FLOOR
TOWSON, MARYLAND 21204
PHONE: 443-809-4334 FAX: 410-887-7831

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PART III: TECHNICAL SPECIFICATIONS

1.0 General Scope & Services

- 1.1 The specifications that follow are being offered to qualify and select contractor(s) to furnish necessary labor, equipment, materials, supervision, tools, and all related incidentals required to perform preventive maintenance, test, maintain, repair, and/or upgrade fire alarm systems at various locations (approximately 200 schools and offices) for Baltimore County Public Schools (BCPS) and (41 schools and offices) for Charles County Public Schools (CCPS). Award Bidder(s) shall perform emergency and routine trouble shooting/problem diagnosis. Award Bidder(s) shall perform testing and inspection services. The Award Bidder(s) shall provide for services in accordance with industry standards and/or manufacturer recommendations including but not limited to NFPA 72 and NFPA 70. The Award Bidder(s) shall be responsible for providing BCPS with reliable and functioning fire alarm systems at all times. Award Bidder(s) shall provide services as directed by BCPS.

The Award Bidder(s) shall:

- .1 Respond to a request for testing or repair within the established timeframe to assure the integrity of the fire alarm system.
- .2 Troubleshoot existing systems and isolate the faulty component(s) and/or wiring.
- .3 Supply all required replacement components, same make and model as being removed.
- .4 Make necessary repairs including, but not limited to, replacement of components and testing to assure proper operation.
- .5 Maintain equipment for remote programming, diagnostics, and verification of proper operation.
- .6 **Instruct** and/or train BCPS personnel, as necessary.
- .7 Assure successful operation of the complete system.
- .8 Immediately notify BCPS via phone call of all emergency conditions found during testing. Emergency conditions reported must all be reported to BCPS in writing. All non-emergency conditions shall be reported to BCPS in writing within five (5) business days of test completion.

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- .9 Notify BCPS Office of Safety and Security (443-809-6488) before work has started and after work has been completed. Verify with BCPS Office of Safety and Security that the proper fire alarm signals have been received and note verification on invoice.
- 1.2 All fire alarm system hardware, software, peripherals, equipment and/or related components provided for under the terms and conditions of this contract must be 100% compatible with the existing fire alarm systems.
- 1.3 BCPS shall be notified in advance of any “proprietary” hardware, software, peripherals, equipment and/or related components provided for under this contract. Such notification shall be made by Award Bidder in writing to BCPS at time of bid.
- 1.4 Components which require repair, overhaul or replacement during warranty periods do not relieve the Award Bidder of responsibility. Under this contract the Award Bidder shall negotiate with appropriate manufacturers/distributors and/or suppliers to expedite the repair/overhaul or replacement within a period of time acceptable to BCPS Department of Facilities Management, or designated representative.
- 1.5 The Award Bidder must provide “as-built” drawing(s) for any changes made to the systems during the course of this contract. Three copies must be supplied to BCPS Department of Facilities Management, with all changes legibly marked in red. The Award Bidder shall also provide BCPS Department of Facilities Management, or designated representative, three (3) copies of OEM manuals for all new equipment installed during this contract. Electronic format shall be acceptable.
- 1.6 BCPS reserves the right solely to make the determination whenever systems, or parts thereof, must be repaired, replaced or overhauled. The Award Bidder must notify BCPS Department of Facilities Management, or designated representative, for authorization to proceed with any repairs, replacements, or updates. The Award Bidder shall follow the operation and maintenance instructions which are furnished by the manufacturer for all systems, and equipment, however, the successful operation of the facilities is the primary goal even if it means that the manufacturer’s operating and maintenance standards must be exceeded to attain that goal. With regard to this contract, BCPS Department of Facilities Management or designated representative will determine acceptability of all work and/or services performed. If the work and/or services are not acceptable, the Award Bidder will be called in to review and correct all problem areas without additional cost to BCPS. Upon notification by BCPS Department of Facilities Management, or designated representative, the Award Bidder will affect repairs to deficient work and/or services in accordance with a schedule jointly agreed upon.
- 1.7 BCPS reserves the right to negotiate a preventative maintenance (PM) program with Award Bidder(s).

2.0 Typical Alarm System Equipment

The following are typical alarm system manufacturers used by BCPS throughout the schools and offices.

- .1 Silent Knight
- .2 IBM
- .3 Edwards
- .4 Fire Lite
- .5 Fire Mark
- .6 Pyrotronics
- .7 Simplex
- .8 Pittway
- .9 Other miscellaneous addressable systems, but, the above represents the bulk of the units to be found.

3.0 Types of Systems to be Serviced

- .1 A/C Series Systems
- .2 D/C Series Systems
- .3 Coded Systems
- .4 Combination A/C Series and Parallel Systems
- .5 Programmable Systems--24 Volts
- .6 Addressable Systems
- .7 NOTE: Voltages on bells may vary from site to site.
- .8 Fire doors, smoke doors, overhead smoke or fire doors, and associated controlling equipment.
- .9 Smoke dampers, fire dampers, roof top smoke, or fire damper systems, above or below ceilings, and associated controlling equipment.

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- .10 Smoke and fire control systems interfaced with the fire alarm panel.
- .11 Various equipment shutdown devices and controls – ahu, rtu, kitchen gas, electric shunt controls. Elevator – shunt, smoke, and heat controls.
- .12 Voice evacuation systems, and associated fire alarm system paging equipment interfaced with the main fire alarm panel.
- .13 Other specialized fire alarm equipment, devices, systems that may be related to specific schools, to include inspection and maintenance. Example; computer labs – smoke detection systems above/below computer room floors.

4.0 Typical Installation

- 4.1 All equipment shall be installed in accordance with the manufacturer's instructions, National Electrical Code (NFPA 70) and the National Fire Alarm Code (NFPA 72), and other contract and code requirements.
- 4.2 The equipment supplier's technician shall supervise location and actual installation of all equipment and final wiring connections, and shall perform all final testing, tuning, and adjusting to make the system operable.
- 4.3 Award Bidder shall provide 120 volt power as required.
- 4.4 Award Bidder shall provide 12 or 24 volt DC power supplies as needed to maintain DC power requirement of the system.

5.0 Technical Installation Guidelines

- A. Comply with NECA 1 for application of hangers and supports for electrical equipment and systems, except if requirements in this Section are stricter.
- B. Support spacing in NECA 1, Table 1, in first paragraph below are more detailed and specific and generally more strict than those permitted by NFPA 70 for EMT, IMC, and RMC. Edit to suit Project, and consider retaining reference to NECA table for critical projects and for those subject to seismic design requirements.
- C. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMT required by NFPA 70. Minimum rod size shall be 1/4 inch (6 mm) in diameter.
- D. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted or other support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.
- E. Secure raceways and cables to these supports with two-bolt conduit clamps.

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- F. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch (38-mm) and smaller raceways serving branch circuits and communication systems above suspended ceilings and for fastening raceways to trapeze supports.

5.1 **SUPPORT INSTALLATION**

- A. Comply with NECA 1 for installation requirements, except as specified in this Solicitation.
- B. Raceway Support Methods: In addition to methods described in NECA 1, EMT may be supported by openings through structure members, as permitted in NFPA 70.
- C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb (90 kg).
- D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:

To Wood: Fasten with lag screws or through bolts.

To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.

To Existing Concrete: Expansion anchor fasteners. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inches (100 mm) thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches (100 mm) thick.

To Steel: Beam clamps (MSS Type 19, 21, 23, 25, or 27) complying with MSS SP-69.

To Light Steel: Sheet metal screws.

- E. Drill holes for expansion anchors in concrete at locations and to depths that avoid reinforcing bars.

5.2 **CONDUCTOR AND INSULATION APPLICATIONS**

Concealed Branch Circuits in Ceilings and Walls: Type THHN-THWN, single conductors in raceway with flexible "Greenfield" connections to device boxes. Greenfield flexible conduit shall not exceed 6 feet in length when making connections to device box(s).

Exposed Branch Circuits: Type THHN-THWN, single conductors in EMT raceway.

5.3 **INSTALLATION**

- A. Conceal cables in finished walls, ceilings, and floors, unless otherwise indicated.
- B. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.

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- C. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- D. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.

5.4 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.
- B. Make splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.

5.5 RACEWAY APPLICATION

- A. Exposed: EMT.
- B. Concealed: EMT.
- C. Boxes and Enclosures: NEMA 250, Type 1, except as follows:
- D. Select one of two options in subparagraph below; add other specific box and enclosure requirements to suit Project.
- E. Minimum Raceway Size: 3/4-inch trade size (DN 21).
- F. Raceway Fittings: Compatible with raceways and suitable for use and location.

5.6 INSTALLATION

- A. Keep raceways at least 6 inches (150 mm) away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- B. Complete raceway installation before starting conductor installation.
- C. Install temporary closures to prevent foreign matter from entering raceways.
- D. Make bends and offsets so ID is not reduced. Keep legs of bends in the same plane and keep straight legs of offsets parallel, unless otherwise indicated.
- E. Conceal conduit and EMT within finished walls, ceilings, and floors, unless otherwise indicated.

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- F. Install concealed raceways with a minimum of bends in the shortest practical distance, considering type of building construction and obstructions, unless otherwise indicated.
- G. Install exposed raceways parallel or at right angles to nearby surfaces or structural members and follow surface contours as much as possible.
- H. Run parallel or banked raceways together on common supports.
- I. Make parallel bends in parallel or banked runs. Use factory elbows only where elbows can be installed parallel; otherwise, provide field bends for parallel raceways.
- J. Join raceways with fittings designed and approved for that purpose and make joints tight.
- K. Insulating bushings exceed code requirements.
- L. Use insulating bushings to protect conductors.
- M. Tighten set screws of threadless fittings with suitable tools.
- N. Terminations: Where raceways are terminated with locknuts and bushings, align raceways to enter squarely and install locknuts with dished part against box. Use two locknuts, one inside and one outside box. Where raceways are terminated with threaded hubs, screw raceways or fittings tightly into hub so end bears against wire protection shoulder. Where chase nipples are used, align raceways so coupling is square to box; tighten chase nipple so no threads are exposed.
- O. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb (90-kg) tensile strength. Leave at least 12 inches (300 mm) of slack at each end of pull wire.
- P. Flexible Connections: Use maximum of 72 inches (1830 mm) of flexible conduit for recessed and semi-recessed device boxes; for equipment subject to vibration, noise transmission, or movement; and for all motors. Install separate ground conductor across flexible connections.

5.7 PROTECTION

- A. Provide final protection and maintain conditions that ensure coatings, finishes, and cabinets are without damage or deterioration.
- B. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.

5.8 CLEANING

After completing installation of exposed, factory-finished raceways and boxes, inspect exposed finishes and repair damaged finishes.

6.0 Existing Equipment

The BCPS Department of Physical Facilities shall provide the Award Bidder with disposition on existing equipment that is not reusable and is replaced with new equipment. Award Bidder shall not dispose of any BCPS equipment without consent from BCPS Department of Facilities Management.

7.0 Work Orders

- 7.1 Bidders shall be capable of accepting BCPS work orders by E-Mail (.rtf format), facsimile and telephone.
- 7.2 Award Bidder(s) shall provide a service ticket for each service call.
- 7.3 Each service ticket shall detail the services being performed, the site and the date of the service call.
- 7.4 Service tickets shall be in triplicate and signed by a BCPS liaison at the job site. One copy shall be given to the Building Operations Supervisor or Principal, one retained for the Award Bidder's files, and one sent to the BCPS Department of Facilities Management with the invoice (reference Part II, Section 29.0 Invoicing and Payment).
- 7.5 BCPS Department of Facilities Management shall approve the format of service tickets, equipment logs and/or required reports. Award Bidder(s) shall be responsible for providing BCPS with copies of all such documentation.
- 7.6 Award Bidder(s) must be capable of providing service tickets, equipment logs and/or required reports in electronic file format (i.e. Excel).
- 7.7 Award Bidder(s) shall provide a weekly update to BCPS Department of Facilities Management, referencing site and BCPS work order numbers of testing, repair and installation services provided.

8.0 Definitions

- 8.1 Service Ticket: Receipt of work provided by Award Bidder.
- 8.2 Work Order: Request for work provided by BCPS to the Award Bidder.
- 8.3 BCPS Liaison: Identified BCPS personnel who are the point of contact for their respective department, office or school.

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- 8.4 Office Personnel: BCPS school site staff that can be contacted by Award Bidder while on school premises. These individuals include the principal, assistant principal, administrative assistant, building operations supervisor or building service workers.
- 8.5 Inspection Reports: Report provided to BCPS from Award Bidder stating deficiencies, violations, and the equipment that is working properly.
- 8.6 Release Number: Number that is assigned to each work order that correlates to the purchase order for the services being performed.
- 8.7 Building Operations Supervisor (BOS): Individual at each BCPS location, school or office that is responsible for the building and associated equipment. This person is the Department of Facilities Management liaison at the school site on a daily basis.
- 8.8 Certified Technician: Performs tasks and scheduled assignments to ensure that fire alarm systems are properly maintained and operating correctly. Handles regular and emergency repair services, installation services, testing services and/or preventative maintenance services as directed. Technicians shall be trained/trainable, and knowledgeable with the installation, service, troubleshooting, testing and programming of all leading fire alarm system industry manufactures equipment that may or may not be mentioned in this contract as defined by NFPA 72, such as; Pittway, Simplex, Silent Knight, Edwards, Fire Lite, IBM, Fire Mark, Pyrotronics.

Responds to customer service calls (emergency, on-site, or on-line), checks indicated points of trouble, analyzes full requirements of system involved and checks and tests systems components. Diagnoses trouble or defect, determines corrective action and repairs system. Performs preventative maintenance and diagnostics on fire alarm systems and components. Tests and verifies system readings, ensuring an optimal system operation. Alerts BCPS to necessary system upgrades. Completes service repairs, replacements, upgrades, adjustments and calibration on fire alarm control systems and components following issued tasking, maintenance, troubleshooting and installation instructions. Performs system checkout and assists in fire alarm control systems startups. May coordinate electrical installation with electrical contractor at job site as required. Completes and submits written service orders and reports covering all aspects of each assignment and activity. Completes and submits timesheets and other necessary information as agreed and needed. If improper operation is due to another system or component, discusses problem with BCPS and advise the best course of action. Works with other company or external service providers or vendors to arrange servicing and to resolve problem. Conducts training and development classes for customers on site or at the branch. Delivers technical support, coaching and direction to end users and field labor when applicable.

Solicitation Number: KSH-340-18

END OF PART III: TECHNICAL SPECIFICATIONS

	School / Facility Name	Address	Zip	Area	Notes
1	Arbutus Elementary	1300 Sulphur Spring Road	21227	SW	
2	Arbutus Bus, Grounds and Mnt Facility	3828 Washington Blvd.	21227	SW	Grounds and Transportion metal
3	Arbutus Middle	5525 Shelbourne Road	21227	SW	
4	Baltimore Highlands Elementary	4200 Annapolis Road	21227	SW	
5	Battle Grove Elementary	7828 St. Patricia Lane	21222	SE	
6	Battle Monument Elementary	7801 E. Collingham Drive	21222	SE	Special Ed
7	Bear Creek Elementary	1601 Melbourne Road	21222	SE	
8	Bedford Elementary	7407 Dorman Drive	21208	NW	
9	Berkshire Elementary	7431 Popular Avenue	21224	SE	
10	Campfield Early Childhood Center	6834 Alter Street	21207	NW	Special Ed
11	Carney Elementary	3131 East Joppa Road	2123	NE	
12	Carroll Manor Elementary	4434 Carroll Manor Road	21013	CN	
13	Carver Center for Arts & Technology	938 York Road	21204	CN	
14	Catonsville Administration Building	615 Frederick Road	21228	SW	Brick Office Complex
15	Catonsville Center for Alternative Studies	901 S. Rolling Road	21228	SW	
16	Catonsville Elementary	106 Bloomsbury Avenue	21228	SW	
17	Catonsville High	421 Bloomsbury Avenue	21228	SW	
18	Catonsville Middle	2301 Edmondson Avenue	21228	SW	
19	Cedarmere Elementary	17 Nicodemus Road	21136	NW	
20	Chadwick Elementary	1918 Winder Road	21244	SW	
21	Chapel Hill Elementary	5200 Joppa Road	21128	NE	
22	Charlesmont Elementary	7800 W. Collingham Drive	21222	SE	Special Ed
23	Chase Elementary	11701 Eastern Avenue	21220	SE	
24	Chatsworth School Elementary	222 New Avenue	21136	NW	Special Ed
25	Chesapeake High	1801 Turkey Point Road	21221	SE	
26	Chesapeake Terrace Elementary	2112 Lodge Farm Road	21219	SE	
27	Church Lane Technology Elementary	3820 Fernside Road	21133	NW	
28	Cockeysville Food Service Warehouse	101 Alt Road	21030	CN	Warehouse and Freezer
29	Cockeysville Grounds & Service Center	101 Wight Ave	21030	CN	3 brick blgds
30	Cockeysville Middle	10401 Greenside Drive	21030	CN	
31	Colgate Elementary	401 Fifty-First Street	21224	SE	
32	Cromwell Valley Regional Magnet Elementary	825 Providence Road	21286	CN	
33	Crossroads Center	11640 Crossroads Circle	21220	NE	Leased Building
34	Deep Creek Elementary	1101 E. Homberg Ave	21221	SE	
35	Deep Creek Middle	1000 S. Marlyn Avenue	21221	SE	
36	Deer Park Elementary	9809 Lyons Mill Road	21117	NW	
37	Deer Park Middle	9830 Winands Road	21133	NW	
38	Dogwood Elementary	7215 Dogwood Road	21244	SW	
39	Dulaney High	255 Padonia Road	21093	CN	
40	Dumbarton Middle	300 Dumbarton Road	21212	CN	
41	Dundalk and Sollers Point High Schools	1901 Delvale Avenue	21222	SE	
42	Dundalk Elementary	2717 Playfield Street	21222	SE	
43	Dundalk Middle	7400 Dunmanway	21222	SE	
44	Eastern Technical High	1100 Mace Avenue	21221	NE	
45	Edgemere Elementary	7201 North Point Road	21219	SE	
46	Edmondson Heights Elementary	1600 Langford Road	21207	SW	
47	Elmwood Elementary	531 Dale Avenue	21206	NE	
48	Essex Elementary	100 Mace Avenue	21221	NE	
49	Featherbed Lane Elementary	6700 Richardson Road	21207	SW	
50	Fifth District Elementary	3725 Mount Carmel Road	21155	CN	
51	Fort Garrison Elementary	3310 Woodvalley Drive	21208	NW	
52	Franklin Elementary	33 Cockeysmill Road	21136	NW	
53	Franklin High	12000 Reisterstown Road	21136	NW	
54	Franklin Middle	10 Cockeys Mill Road	21136	NW	
55	Fullerton Elementary	4400 Fullerton Avenue	21236	NE	
56	General John Stricker Middle	7855 Trappe Road	21222	SE	
57	George Washington Carver Center	938 York Road	21204	CN	
58	Glenmar Elementary	9700 Community Drive	21220	NE	
59	Glyndon Elementary	445 Glyndon Drive	21136	NW	
60	Golden Ring Middle	6700 Kenwood Avenue	21237	NE	
61	Grange Elementary	2000 Church Road	21222	SE	

	School / Facility Name	Address	Zip	Area	Notes
62	Greenwood - A Building	6901 Charles St	21204	CN	
63	Greenwood - B Building	6901 Charles St	21204	CN	
64	Greenwood - C Building	6901 Charles St	21204	CN	
65	Greenwood - D Building	6901 Charles St	21204	CN	
66	Greenwood - E Building	6901 Charles St	21204	CN	
67	Gunpowder Elementary	9540 Holiday Manor Road	21236	NE	
68	Halsethorpe Elementary	4300 Maple Avenue	21227	SW	
69	Halstead Academy Elementary	1111 Halstead Road	21234	CN	
70	Hampton Elementary	1115 Charmuth Road	21093	CN	
71	Harford Hills Elementary	8902 Old Harford Road	21234	NE	
72	Hawthorne Elementary	125 Kingston Road	21220	SE	
73	Hebbsville Elementary	3335 Washington Avenue	21244	SW	
74	Hereford High	17301 York Road	21120	CN	
75	Hereford Middle	712 Corbett Road	21111	CN	
76	Hernwood Elementary	9919 Marriottsville Road	21133	NW	
77	Hillcrest Elementary	1500 Frederick Road	21228	SW	
78	Holabird Middle	1701 Delvale Avenue	21222	SE	
79	Home and Hospital Center	6229 Falls Road	21209	NW	Special Ed
80	Hopkins Creek Bus Facility	104 Weber Ave	21221	SE	Relocatable Trailer - Monitored
81	Jacksonville Elementary	3400 Hillendale Heights Road	21131	CN	
82	Johnnycake Elementary	5910 Craigmont Rd	21228	SW	
83	Joppa View Elementary	8727 Honeygo Blvd	21128	NE	
84	Kenwood Administration Offices	600 Stemmers Run Road	21221	NE	4 buildings for IT & Transportation
85	Kenwood Bus Facility	600 Stemmers Run Road	21221	NE	Relocatable Trailer - Monitored
86	Kenwood High	501 Stemmers Run Road	21221	NE	
87	Kingsville Elementary	7300 Sunshine Avenue	21087	NE	
88	Lansdowne Elementary	2301 Alma Road	21227	SW	
89	Lansdowne High	3800 Hollins Ferry Road	21227	SW	
90	Lansdowne Middle	2400 Lansdowne Road	21227	SW	
91	Loch Raven High	1212 Cowpens Avenue	21286	CN	
92	Loch Raven Technical Academy Middle	8101 LaSalle Rd	21286	CN	
93	Logan Elementary	7601 Dunmanway	21222	SE	
94	Lutherville Laboratory Elementary	1700 N. York Road	21093	CN	
95	Lyons Mill ES	9435 Mills Rd	21117	NW	
96	Maiden Choice School Special	4901 Shelbourne Road	21227	SW	Special Ed
97	Mars Estates Elementary	1500 Homberg Avenue	21221	SE	
98	Martin Boulevard Elementary	210 Riverton Road	21220	NE	
99	Mays Chapel ES	12250 Roundwood Rd	21093	CN	
100	McCormick Elementary	5101 Hazelwood Avenue	21206	NE	
101	Meadowood Education Center Middle	1849 Gwynn Oak Ave	21207	SW	Leased Building
102	Middle River Middle	800 Middle River Road	21220	SE	
103	Middleborough Elementary	313 West Road	21221	SE	
104	Middlesex Elementary	142 Bennett Road	21221	NE	
105	Milbrook Elementary	4300 Crest Heights Road	21215	NW	
106	Milford Mill Academy High	3800 Washington Avenue	21244	NW	
107	New Town Elementary	4924 New Town Blvd	21117	NW	
108	New Town High	4931 New Town Blvd	21117	NW	
109	North Point Ground and Maintenance Facility	4242 North Point Rd	21222	SE	brick bldg & large metal bldg
110	Northwest Academy of Health Sciences	4627 Old Court Road	21208	NW	Main Building and Child Find Trailer
111	Norwood Elementary	1700 Delvale Avenue	21222	SE	
112	Oakleigh Elementary	1900 White Oak Avenue	21234	CN	
113	Oliver Beach Elementary	12912 Cunninghamhill Cove Road	21220	SE	
114	Orems Elementary	711 Highvilla Road	21221	NE	
115	Overlea High	5401 Kenwood Avenue	21206	NE	
116	Owings Mills Elementary	10824 Reisterstown Road	21117	NW	
117	Owings Mills High	124 Tollgate Road	21117	NW	
118	Padonia International Elementary	9834 Greenside Drive	21030	CN	
119	Parkville High	2600 Putty Hill Road	21234	NE	
120	Parkville Middle	8711 Avondale Road	21234	NE	
121	Patapsco High	8100 Wise Avenue	21222	SE	
122	Perry Hall Elementary	9021 Belair Road	21236	NE	

	School / Facility Name	Address	Zip	Area	Notes
123	Perry Hall High	4601 Ebenezer Road	21236	NE	
124	Perry Hall Middle	4300 Ebenezer Road	21236	NE	
125	Pikesville High	7621 Labyrinth Road	21208	NW	
126	Pikesville Middle	7701 Seven Mile Lane	21208	NW	
127	Pine Grove Elementary	2701 Summit Avenue	21234	NE	
128	Pine Grove Middle	9200 Old Harford Road	21234	NE	
129	Pinewood Elementary	200 Rickswood Road	21093	CN	
130	Pleasant Plains Elementary	8300 Pleasant Plains Road	21286	CN	
131	Pot Spring Elementary	2410 Springlake Drive	21093	CN	
132	Powhatan Elementary	3300 Kelox Road	21207	SW	
133	Prettyboy Elementary	19810 Middletown Road	21053	CN	
134	Providence Road Bus Facility	1001 Providence Road	21286	CN	brick repair shop
135	Pulaski Park Office - 9600 Suite 118	9600 Pulaski Park Drive	21220	NE	Merritt Building
136	Pulaski Park Office - 9610 Suite 201 to 214	9610 Pulaski Park Drive	21220	NE	Merritt Building
137	Pulaski Park Office - 9610 Suite 215 to 216	9610 Pulaski Park Drive	21220	NE	Merritt Building
138	Pulaski Park Office - 9610 Suite 217 to 221	9610 Pulaski Park Drive	21220	NE	Merritt Building
139	Pulaski Park Office - 9611 Suite 301	9611 Pulaski Park Drive	21220	NE	Merritt Building
140	Pulaski Park Office - 9611 Suite 305	9611 Pulaski Park Drive	21220	NE	Merritt Building
141	Pulaski Park Office - 9611 Suite 307	9611 Pulaski Park Drive	21220	NE	Merritt Building
142	Randallstown Elementary	9013 Liberty Road	21133	NW	
143	Randallstown High	4000 Offutt Road	21133	NW	
144	Red House Run Elementary	1717 Weyburn Road	21237	NE	
145	Reisterstown Elementary	223 Walgrove Road	21236	NW	
146	Relay Elementary	5885 Selford Road	21227	SW	
147	Riderwood Elementary	1711 Landrake Road	21204	CN	
148	Ridge Ruxton School	6916 Charles Street	21204	CN	Special Ed
149	Ridgely Middle	121 Ridgely Road	21093	CN	
150	Riverview Elementary	3298 Kessler Road	21227	SW	
151	Rodgers Forge Elementary	250 Dumbarton Road	21212	CN	
152	Rosedale Bus Facility	8032 Old Philadelphia Road	21237	NE	brick repair shop
153	Rosedale Center - Middle and High	7090 Golden Ring Road Suite 103	21237	NE	Merritt Building
154	Sandalwood Elementary	8330 Kavanagh Road	21222	SE	
155	Sandy Plains Elementary	19810 Middletown Road	21053	SE	
156	Scotts Branch Elementary	8220 Tawnmoore Road	21244	NW	
157	Seneca Elementary	545 Carrollwood Road	21220	SE	
158	Seven Oaks Elementary	9220 Seven Courts Drive	21236	NE	
159	Seventh District Elementary	20300 York Road	21120	CN	
160	Shady Spring Elementary	8868 Goldenwood Road	21237	NE	
161	Southwest Academy Middle	6200 Johnnycake Road	21207	SW	
162	Sparks Elementary	601 Belfast Road	21152	CN	
163	Sparrows Point High and Middle	7400 North Point Road	21219	SE	
164	Stemmers Run Middle	7400 North Point Road	21219	NE	
165	Stoneleigh Elementary	201 Stemmers Run Road, Balt	21212	CN	
166	Sudbrook Magnet Middle	900 Pemberton Road	21212	NW	
167	Summit Park Elementary	4300 Bedford Road	21208	NW	
168	Sussex Elementary	6920 Diana Road	21209	SE	
169	Timber Grove Elementary	515 South Woodward Drive	21221	NW	
170	Timonium Elementary	2001 Eastridge Road	21093	CN	
171	Towson High	69 Cedar Avenue	21286	CN	
172	Victory Villa Elementary	8200 Old Philadelphia Road	21237	NE	
173	Villa Cresta Elementary	2600 Rader Avenue	21234	CN	
174	Vincent Farm Elementary	6019 Ebenezer Rd	21162	NE	
175	Wabash Bus Facility	21 Wabash Avenue	21071	NW	Relocatable Trailer - Monitored
176	Warren Elementary	900 Bosley Road	21030	CN	
177	Wellwood International Elementary	2901 Smith Avenue	21208	NW	
178	West Towson Elementary	6914 N. Charles St	21204	CN	
179	Westchester Elementary	2300 Old Frederick Road	21228	SW	
180	Western School of Technology High	100 Kenwood Avenue	21228	SW	
181	Westowne Elementary	401 Harlem Lane	21228	SW	
182	White Oak School	8401 Lee field Road	21234	CN	Special Ed
183	Winand Elementary	8301 Scotts Level Road	21208	NW	

	School / Facility Name	Address	Zip	Area	Notes
184	Windsor Mill Middle School	8300 Windsor Mill Rd.,	21244	SW	
185	Winfield Elementary	8300 Carlson Lane	21244	SW	
186	Woodbridge Elementary	1410 Pleasant Valley Drive	21228	SW	
187	Woodholme Elementary	300 Mt. Wilson Lane	21208	NW	
188	Woodlawn High	1801 Woodlawn Drive	21207	SW	
189	Woodlawn Middle	3303 St. Lukes Lane	21207	SW	
190	Woodmoor Elementary	3200 Elba Drive	21207	SW	

Exhibit B:**Cecil County Public School / Facility Name / Address**

Arthur Middleton Elem.

1109 Copley Avenue

Waldorf, MD 20602-2906

Benjamin Stoddert Middle

2040 Saint Thomas Drive

Waldorf, MD 20602-2101

Berry Elemen.

10155 Berry Road

Waldorf, MD 20603-3000

Bumpy Oak Center

Charles and Maple Streets

La Plata, MD 20646

C. Paul Barnhart Elem.

4800 Lancaster Circle

Waldorf, MD 20603-3000

Daniel of St. Thomas Jenifer Elem.

2820 Jenifer School Lane

Waldorf, MD 20603-3000

Eva Turner Elem.

1000 Bannister Circle

Waldorf, MD 20602-1643

Dr. Gustavus Brown Elem.

421 University Drive

Waldorf, MD 20602-2000

Dr. James Craik Elem.

7725 Marshall Corner Road

Pomfret, MD 20675-5000

Dr. Samuel Mudd Elem.

820 Stone Avenue

Waldorf, MD 20602-2844

Dr. Thomas L. Higdon Elem.

12872 Rock Point Road

Newburg, MD 20664-2514

Gale-Bailey Elem.

4740 Pishgah Marbury Road

Marbury, MD 20658-8000

General Smallwood Middle

4990 Indian Head Hwy.

Indian Head, MD 20640

Henry E. Lackey High
3000 Chicamuxen Road
Indian Head, MD 20640

J. C. Parks Elem.
3505 Livingston Road
Indian head, MD 20640

J. P. Ryon Elem.
14140 Vivian Adams Drive
Waldorf, MD 20601-1000

John Hanson Middle
3165 John Hanson Drive
Waldorf, MD 20601-1000

Malcolm Elem.
14760 Poplar Hill Road
Waldorf, MD 20601-1000

Mary Burgess Neal Elem.
12105 St. George's Drive
Waldorf, MD 20602

Mattawoman Middle
10145 Berry Road
Waldorf, MD 20603-3000

Matthew Henson Middle
3535 Livingston Road
Indian Head, MD 30640

Maurice J. McDonough High
7165 Marshall Corner Road
Pomfret, MD 20675-5000

Mt. Hope/Nanjemoy Elem.
9275 Ironsides Road
Nanjemoy, MD 20662-2000

Nanjemoy Environ. Educ. Ctr.
5300 Turkey Tayac Place
Nanjemoy, MD 20662

North Point High
2500 Davis Road
Waldorf, MD 20603

Piccowaxen Middle
12834 Rock Point Road
Newburg, MD 20664-2514

Robert D. Stethem Educ. Ctr.
7775 Marshall Corner Road
Pomfret, MD 20675-5000

St. Charles High School
5305 Piney Church Road
Waldorf, MD 20602

T. C. Martin Elem.
6315 Olivers Shop Road
Bryantown, MD 20617-7000

Theodore G. Davis Middle
2495 Davis Road
Waldorf, MD 20603

Thomas Stone High
3785 Leonardtown Road
Waldorf, MD 20601-1000

Westlake High
3000 Middletown Road
Waldorf, MD 200603-3000

William A. Diggs Elem.
2615 Davis Road
Waldorf, MD 20603

William B. Wade Elem.
2300 Smallwood Drive, West
Waldorf, M D 20603-4431

F. B. Gwynn Educ. Ctr.
5998 Radio Station Road
La Plata, MD 20646-6000

Indian Head Elem.
4200 Indian Head Hwy
Indian Head, MD 20640

La Plata High
6035 Radio Station Road
La Plata, MD 20646-6000

Jesse L. Starkey Admin. Bldg.
5980 Radio Station Road
La Plata, MD 20646-6000

Mary Matula Elem.
6025 Radio Station Road
La Plata, MD 20646-6000

Milton M. Somers Middle
300 Willow Lane
La Plata, MD 20646-0166

Walter J. Mitchell Elem.
400 Willow Lane
La Plata, MD 20646

BALTIMORE COUNTY PUBLIC SCHOOLS

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

Division of Support Services

Office of Purchasing

Developing Lifelong Learners through Literacy - 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	00400-3-14
Technician Form	00400-15
References	00400-16
Addenda	00400-17
Proposal Sheet	00400-18
State of Maryland Anti-Bribery Affidavit & Tax Certification	00400-19
Certification Regarding U.S. Government Debarment	00400-20
Board of Directors - Diversity Affidavit	00400-21
Small Business Enterprise Affidavit	00400-22
Small and Minority Business Enterprise Utilization Affidavit	00400-23
SBE/MBE Statement of Intent	00400-24
SBE/MBE Request For Waiver	00400-25
SBE/MBE Minority Subcontractor Unavailability Certificate	00400-26
*No Bid Page	00400-27

SECTION 00400 - FORM OF PROPOSAL

DATE: _____

SOLICITATION TITLE: FIRE ALARM SYSTEM INSTALLATIONS, REPAIRS, PARTS, INSPECTIONS AND PREVENTATIVE MAINTENANCE

BCPS BID NUMBER: KSH-340-18

BID SUBMITTED BY: _____
(Company Name)

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

PRICE PROPOSAL - INSTRUCTIONS:

Any ITEM left blank is considered a "No Bid". Bidders are not required to submit pricing for every ITEM GROUP. However, bidders are required to provide costs and/or discount pricing for **all** ITEMS within each ITEM GROUP. For example, a bidder providing a cost for ITEM 1A must also provide a cost for ITEM 1B, and ITEM 1C. Bidders responding to only one ITEM within an ITEM GROUP may be deemed non-responsive.

"Percentage off list" discount pricing for equipment:

"Percentage off list" discount pricing is to be provided by **TYPING** or **PRINTING LEGIBLY** the "number" without a plus (+) or minus (-) sign in front and may be extended to two decimal points. All numbers provided shall be evaluated on their "Absolute" value and not their value with signage, and any numbers extended past two decimal points shall be rounded up to two decimal points prior to evaluation.

EXAMPLE (of no discount off list): 0 %.

EXAMPLE (of 5 % off list): 5 %.

EXAMPLE (of 5.5 % off list): 5.5 %.

EXAMPLE (of 5.55 % off list): 5.55 %.

DO NOT provide "percentage off list" discount pricing that would increase the cost of equipment over the most recent manufacturer catalog list prices.

DO NOT provide a copy of manufacturer catalog with this proposal. Only the Award Bidder(s) will provide BCPS with either a copy of the most recent manufacturer catalog with list prices, or, provide BCPS with access to the most recent manufacturer catalog with list prices on an as needed basis and when requested by BCPS.

Bidders offering exactly the "list prices" established in the current catalog as their bid offering, should enter a zero (0) as the "percentage off list".

Bidders responding to ITEM 3 GROUP: MISCELLANEOUS EQUIPMENT, HARDWARE, PARTS AND ACCESSORIES FOR FIRE ALARM SYSTEMS: As stipulated above, bidders are required to provide "Percentage off list" discount pricing for all ITEMS within ITEM GROUP. Notwithstanding the aforementioned, bidders may submit, as a separate listing, additional manufacturers and the associated "Percentage off list" discount pricing.

If a BASE 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 1 GROUP: HOURLY LABOR RATES

ITEM 1A: “REGULAR HOURLY LABOR RATE” for one (1) Certified Technician:

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

ITEM 1A BID: _____ (IN WRITING)

ITEM 1B: “REGULAR HOURLY LABOR RATE – OFF HOURS” for one (1) Certified Technician:

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

ITEM 1B BID: _____ (IN WRITING)

ITEM 1C: “HOLIDAY HOURS AND/OR DOUBLE TIME RATE” for one (1) Certified Technician:

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

ITEM 1C BID: _____ (IN WRITING)

(Signature of Bidder) (Date)

PRICE PROPOSAL PAGE

ITEM 1D: "MATERIAL MARK-UP PERCENTAGE":

ITEM 1D BID: _____ **(PERCENTAGE)**

ITEM 1D BID: _____ **(IN WRITING)**

ITEM 1E: "SUB-CONTRACTOR MARK-UP PERCENTAGE":

ITEM 1E BID: _____ **(PERCENTAGE)**

ITEM 1E BID: _____ **(IN WRITING)**

ITEM 2 GROUP: FIRE ALARM SYSTEMS (EQUIPMENT, HARDWARE, PARTS AND ACCESSORIES):

ITEM 2A: Provide "percentage off list" discount pricing for Edwards:

ITEM 2A BID: _____ % off list

ITEM 2B: Provide "percentage off list" discount pricing for Fire-Lite Alarms:

ITEM 2B BID: _____ % off list

ITEM 2C: Provide "percentage off list" discount pricing for Fire Mark:

ITEM 2C BID: _____ % off list

ITEM 2D: Provide "percentage off list" discount pricing for IBM:

ITEM 2D BID: _____ % off list

(Signature of Bidder) (Date)

PRICE PROPOSAL PAGE

ITEM 2E: Provide "percentage off list" discount pricing for Pittway Corporation:

ITEM 2E BID: _____ % off list

ITEM 2F: Provide "percentage off list" discount pricing for Pyrotronics:

ITEM 2F BID: _____ % off list

ITEM 2G: Provide "percentage off list" discount pricing for Silent Knight:

ITEM 2G BID: _____ % off list

ITEM 2H: Provide "percentage off list" discount pricing for SimplexGrinnell:

ITEM 2H BID: _____ % off list

ITEM 3 GROUP: MISCELLANEOUS EQUIPMENT, HARDWARE, PARTS AND ACCESSORIES FOR FIRE ALARM SYSTEMS:

ITEM 3A: Provide "percentage off list" discount pricing for DITEK Corporation:

ITEM 3A BID: _____ % off list

ITEM 3B: Provide "percentage off list" discount pricing for Fireline Corporation:

ITEM 3B BID: _____ % off list

ITEM 3C: Provide "percentage off list" discount pricing for Gentec:

ITEM 3C BID: _____ % off list

(Signature of Bidder) (Date)

PRICE PROPOSAL PAGE

ITEM 3D: Provide "percentage off list" discount pricing for Honeywell:

ITEM 3D BID: _____% off list

ITEM 3E: Provide "percentage off list" discount pricing for Safety Technology International:

ITEM 3E BID: _____% off list

ITEM 3F: Provide "percentage off list" discount pricing for System Sensor:

ITEM 3F BID: _____% off list

ITEM 3G: Provide "percentage off list" discount pricing for Test-Um:

ITEM 3G BID: _____% off list

ITEM 3H: Provide "percentage off list" discount pricing for Wheelock:

ITEM 3H BID: _____% off list

(Signature of Bidder) (Date)

Price Proposal for CCPS Requirements**Unit Pricing**

Back flow certification _____ each

Replacement Pressure gauge _____ each

Pressure Gauge verification unit price _____ each

3 inch gauges

Compound gauge _____ each

Air gauge _____ each

Water gauge _____ each

Hood Systems

Price per hood system test per unit _____ each

Price per Pyro Chem cartridge _____ each

Sprinkler Inspection

Price to perform quarterly sprinkler test as specified and listed _____ per quarter

Perform Annual Fire Pump

Price per test per pump _____ each

Standpipe Inspection Test

Price standpipe test _____ each

Semi-Annual Halon Fire Detection and Suppression System Test

Price per system test per unit _____ each

Fire Extinguisher Inspections, Testing, Maintenance and Hydro

Annual fire extinguisher inspection per unit _____ each

Six year maintenance inspections 5 lb. ABC per unit _____ each

Six year maintenance inspections 10 lb. ABC per unit _____ each

Hydro and recharge 5 lb. ABC per unit _____ each

Hydro and recharge 10 lb. ABC per unit _____ each

Hydro and recharge 5 lb. CO2 per unit _____ each

Hydro and recharge 10 lb. CO2 per unit _____ each

Hydro and recharge 15 lb. CO2 per unit _____ each

	School / Facility Name	Annual PM Cost Per Site			
1	Arbutus Elementary				
2	Arbutus Bus, Grounds and Mnt Facility				
3	Arbutus Middle				
4	Baltimore Highlands Elementary				
5	Battle Grove Elementary				
6	Battle Monument Elementary				
7	Bear Creek Elementary				
8	Bedford Elementary				
9	Berkshire Elementary				
10	Campfield Early Childhood Center				
11	Carney Elementary				
12	Carroll Manor Elementary				
13	Carver Center for Arts & Technology				
14	Catonsville Administration Building				
15	Catonsville Center for Alternative Studies				
16	Catonsville Elementary				
17	Catonsville High				
18	Catonsville Middle				
19	Cedarmere Elementary				
20	Chadwick Elementary				
21	Chapel Hill Elementary				
22	Charlesmont Elementary				
23	Chase Elementary				
24	Chatsworth School Elementary				
25	Chesapeake High				
26	Chesapeake Terrace Elementary				
27	Church Lane Technology Elementary				
28	Cockeysville Food Service Warehouse				
29	Cockeysville Grounds & Service Center				
30	Cockeysville Middle				
31	Colgate Elementary				

32	Cromwell Valley Regional Magnet Elementary				
33	Crossroads Center				
34	Deep Creek Elementary				
35	Deep Creek Middle				
36	Deer Park Elementary				
37	Deer Park Middle				
38	Dogwood Elementary				
39	Dulaney High				
40	Dumbarton Middle				
41	Dundalk and Sollers Point High Schools				
42	Dundalk Elementary				
43	Dundalk Middle				
44	Eastern Technical High				
45	Edgemere Elementary				
46	Edmondson Heights Elementary				
47	Elmwood Elementary				
48	Essex Elementary				
49	Featherbed Lane Elementary				
50	Fifth District Elementary				
51	Fort Garrison Elementary				
52	Franklin Elementary				
53	Franklin High				
54	Franklin Middle				
55	Fullerton Elementary				
56	General John Stricker Middle				
57	George Washington Carver Center				
58	Glenmar Elementary				
59	Glyndon Elementary				
60	Golden Ring Middle				
61	Grange Elementary				
62	Greenwood - A Building				
63	Greenwood - B Building				
64	Greenwood - C Building				
65	Greenwood - D Building				
66	Greenwood - E Building				
67	Gunpowder Elementary				
68	Halethorpe Elementary				

69	Halstead Academy Elementary				
70	Hampton Elementary				
71	Harford Hills Elementary				
72	Hawthorne Elementary				
73	Hebbville Elementary				
74	Hereford High				
75	Hereford Middle				
76	Hernwood Elementary				
77	Hillcrest Elementary				
78	Holabird Middle				
79	Home and Hospital Center				
80	Hopkins Creek Bus Facility				
81	Jacksonville Elementary				
82	Johnnycake Elementary				
83	Joppa View Elementary				
84	Kenwood Administration Offices				
85	Kenwood Bus Facility				
86	Kenwood High				
87	Kingsville Elementary				
88	Lansdowne Elementary				
89	Lansdowne High				
90	Lansdowne Middle				
91	Loch Raven High				
92	Loch Raven Technical Academy Middle				
93	Logan Elementary				
94	Lutherville Laboratory Elementary				
95	Lyons Mill ES				
96	Maiden Choice School Special				
97	Mars Estates Elementary				
98	Martin Boulevard Elementary				
99	Mays Chapel ES				
100	McCormick Elementary				
101	Meadowood Education Center Middle				
102	Middle River Middle				
103	Middleborough Elementary				
104	Middlesex Elementary				
105	Milbrook Elementary				
106	Milford Mill Academy High				

107	New Town Elementary				
108	New Town High				
109	North Point Ground and Maintenance Facility				
110	Northwest Academy of Health Sciences				
111	Norwood Elementary				
112	Oakleigh Elementary				
113	Oliver Beach Elementary				
114	Orems Elementary				
115	Overlea High				
116	Owings Mills Elementary				
117	Owings Mills High				
118	Padonia International Elementary				
119	Parkville High				
120	Parkville Middle				
121	Patapsco High				
122	Perry Hall Elementary				
123	Perry Hall High				
124	Perry Hall Middle				
125	Pikesville High				
126	Pikesville Middle				
127	Pine Grove Elementary				
128	Pine Grove Middle				
129	Pinewood Elementary				
130	Pleasant Plains Elementary				
131	Pot Spring Elementary				
132	Powhatan Elementary				
133	Prettyboy Elementary				
134	Providence Road Bus Facility				
135	Pulaski Park Office - 9600 Suite 118				
136	Pulaski Park Office - 9610 Suite 201 to 214				
137	Pulaski Park Office – 9610 Suite 215 to 216				
138	Pulaski Park Office - 9610 Suite 217 to 221				
139	Pulaski Park Office – 9611 Suite 301				
140	Pulaski Park Office - 9611 Suite 305				
141	Pulaski Park Office – 9611 Suite 307				

Solicitation Number: KSH-340-18

142	Randallstown Elementary				
143	Randallstown High				
144	Red House Run Elementary				
145	Reisterstown Elementary				
146	Relay Elementary				
147	Riderwood Elementary				
148	Ridge Ruxton School				
149	Ridgely Middle				
150	Riverview Elementary				
151	Rodgers Forge Elementary				
152	Rosedale Bus Facility				
153	Rosedale Center - Middle and High				
154	Sandalwood Elementary				
155	Sandy Plains Elementary				
156	Scotts Branch Elementary				
157	Seneca Elementary				
158	Seven Oaks Elementary				
159	Seventh District Elementary				
160	Shady Spring Elementary				
161	Southwest Academy Middle				
162	Sparks Elementary				
163	Sparrows Point High and Middle				
164	Stemmers Run Middle				
165	Stoneleigh Elementary				
166	Sudbrook Magnet Middle				
167	Summitt Park Elementary				
168	Sussex Elementary				
169	Timber Grove Elementary				
170	Timonium Elementary				
171	Towson High				
172	Victory Villa Elementary				
173	Villa Cresta Elementary				
174	Vincent Farm Elementary				
175	Wabash Bus Facility				
176	Warren Elementary				
177	Wellwood International Elementary				
178	West Towson Elementary				
179	Westchester Elementary				

Solicitation Number: KSH-340-18

180	Western School of Technology High				
181	Westowne Elementary				
182	White Oak School				
183	Winand Elementary				
184	Windsor Mill Middle School				
185	Winfield Elementary				
186	Woodbridge Elementary				
187	Woodholme Elementary				
188	Woodlawn High				
189	Woodlawn Middle				
190	Woodmoor Elementary				

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

Reference #2

Customer/Client Name

Description of Product or Services Provided to Customer/Client

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

Reference #3

Customer/Client Name

Description of Product or Services Provided to Customer/Client

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

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

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

<p>Is your company a certified Minority Business Enterprise with the State of Maryland? <input type="checkbox"/> Yes <input type="checkbox"/> No MDOT # _____</p> <p>Please indicate which group qualifies the business as a Minority Business Enterprise:</p> <p>(African American) (Alaskan Native) (Asian) (Women) (Hispanic) (American Indian) (Physical or Mental Disabled Individual)</p> <p>Is your company a small business with less than fifty (50) employees which generates annual revenue less than ten (10) million dollars? <input type="checkbox"/> yes <input type="checkbox"/> No</p> <p>Is your business located within Baltimore County, Maryland? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
--

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 Terms, Conditions, Requirements, Specifications and Drawings (including all Addenda), forming a part of the Contract and agree to furnish all permits, inspections, labor, equipment, and materials to complete work as specified for the price as indicated for the Baltimore County Public Schools.

COMPANY: _____ FEDERAL ID#- _____

ADDRESS: _____

SIGNATURE: _____

TYPED NAME/TITLE: _____

TELEPHONE: _____ FAX _____ DATE _____

E-MAIL: _____

RETURN BID TO: Office of Purchasing
6901 Charles Street, Building "E", 1st Floor
Towson, MD 21204
Include Solicitation Number

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.

Board of Directors - Diversity Affidavit

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.

Name of Corporation/Business

BCPS Bid No.

List of Board of Directors

Name of Individual	Title	Diversity (See Legend)
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Diversity Legend: (1) African Americans; (2) Alaskan Native; (3) American Indian/Native Americans;

(4) Asians; (5) Hispanics; (6) Physically or mentally disabled individuals; (7) Women; or (8) A non-profit entity organized to promote the interests of physically or mentally disabled individuals; (9) Caucasian.

Note: It is understood that an Individual may qualify for more than one designation. Multiple designations shall be so noted on the form.

SMALL BUSINESS ENTERPRISE AFFIDAVIT

The undersigned does hereby make the following Affidavit.

I affirm that my company or I is a Small Business Enterprise (SBE) with fewer than fifty-employees (50), which generates annual revenue of less than ten million dollars (\$10,000,000).¹

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

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 MD 21204**