

**BALTIMORE COUNTY PUBLIC SCHOOLS**  
**BID TABULATION-POSTING**  
 Bid Name: Preventative Maintenance and Repair of Refrigeration Equipment  
 Bid Number: MBU-517-12

	Bidders' Names				
	Air Tech Refrigeration of MD	EMR	King Mechanical Company	RLS Heating, A/C & Refrigeration	South Mountain Mechanical Contractors, Inc.
<b>2.1 Area 1 - Pricing Preventative Maintenance</b>					
2.1.1 Preventative Maintenance - Elementary					
Annual Fixed Rate Per Site					
YEAR 1	\$129.00	\$320.00	\$210.00	\$255.00	\$774.00
YEAR 2	\$129.00	\$320.00	\$212.00	\$261.00	\$797.00
YEAR 3	\$129.00	\$320.00	\$214.00	\$267.00	\$821.00
Twice-Yearly Fixed Rate Per Site: 62 X 2 =					
YEAR 1	\$15,986.00	\$39,680.00	\$13,020.00	\$31,620.00	\$47,988.00
YEAR 2	\$15,986.00	\$39,680.00	\$13,144.00	\$32,364.00	\$49,414.00
YEAR 3	\$15,986.00	\$39,680.00	\$13,268.00	\$33,108.00	\$50,902.00
<b>Total Preventative Maintenance All 3 Years [A]</b>	<b>\$47,988.00</b>	<b>\$119,040.00</b>	<b>\$39,432.00</b>	<b>\$97,092.00</b>	<b>\$148,304.00</b>
2.1.2 Preventative Maintenance - Secondary					
Annual Fixed Rate Per Site					
YEAR 1	\$192.00	\$410.00	\$310.00	\$255.00	\$1,170.00
YEAR 2	\$192.00	\$410.00	\$311.00	\$261.00	\$1,205.00
YEAR 3	\$192.00	\$410.00	\$312.00	\$267.00	\$1,241.00
Twice-Yearly Fixed Rate Per Site: 25 X 2 =					
YEAR 1	\$9,600.00	\$20,500.00	\$7,750.00	\$12,750.00	\$29,250.00
YEAR 2	\$9,600.00	\$20,500.00	\$7,775.00	\$13,050.00	\$30,125.00
YEAR 3	\$9,600.00	\$20,500.00	\$7,800.00	\$13,350.00	\$31,025.00
<b>Total Preventative Maintenance All 3 Years [B]</b>	<b>\$28,800.00</b>	<b>\$61,500.00</b>	<b>\$23,325.00</b>	<b>\$39,150.00</b>	<b>\$90,400.00</b>
<b>Total Preventative Maintenance All 3 Years = A+B [C]</b>	<b>\$76,788.00</b>	<b>\$180,540.00</b>	<b>\$62,757.00</b>	<b>\$136,242.00</b>	<b>\$238,704.00</b>
2.2 Hourly Rate for Service Calls					
Hourly Rate Per Year					
YEAR 1	\$64.00	\$90.00	\$52.00	\$90.00	\$88.00
YEAR 2	\$64.00	\$90.00	\$54.00	\$92.00	\$88.00
YEAR 3	\$64.00	\$90.00	\$56.00	\$94.00	\$98.00
Hourly Rate Times 700 Estimated Hours					
YEAR 1	\$44,800.00	\$63,000.00	\$36,400.00	\$63,000.00	\$61,600.00
YEAR 2	\$44,800.00	\$63,000.00	\$37,800.00	\$64,400.00	\$65,100.00
YEAR 3	\$44,800.00	\$63,000.00	\$39,200.00	\$65,800.00	\$68,600.00
<b>Total All 3 Years [D]</b>	<b>\$134,400.00</b>	<b>\$189,000.00</b>	<b>\$113,400.00</b>	<b>\$193,200.00</b>	<b>\$195,300.00</b>
2.3 Area 1 - Material Mark-Up / Mark Down					
2.3.1 % Mark-Up / % Mark-Down					
% + / -	-25.00%	-15.00%	20.00%	20.00%	10.00%
% Mark-Up - Freon	25.00%	25.00%	20.00%	20.00%	10.00%
2.3.2 Freon Cost Plus (+) Times (X) \$5,000 Estimated Spending [E.1]	\$6,250.00	\$6,250.00	\$6,000.00	\$6,000.00	\$5,500.00
2.3.3 Mark-Up / Down Times \$85,000 Estimated Spending [E.2]	\$63,750.00	\$72,250.00	\$102,000.00	\$102,000.00	\$83,500.00
<b>2.4 TOTAL COST AREA 1 = C+D+E.1+E.2</b>	<b>\$281,188.00</b>	<b>\$448,040.00</b>	<b>\$284,157.00</b>	<b>\$437,442.00</b>	<b>\$533,004.00</b>

		Bidders' Names				
		Air Tech Refrigeration of MD	EMR	King Mechanical Company	RLS Heating, A/C & Refrigeration	South Mountain Mechanical Contractors, Inc.
<b>2.5 Area 2 - Pricing Preventative Maintenance</b>						
<b>2.5.1 Preventative Maintenance - Elementary</b>						
Annual Fixed Rate Per Site		YEAR 1	\$129.00	\$320.00	\$230.00	\$265.00
		YEAR 2	\$129.00	\$320.00	\$232.00	\$261.00
		YEAR 3	\$129.00	\$320.00	\$234.00	\$267.00
Twice-Yearly Fixed Rate Per Site: 52 X 2 =		YEAR 1	\$13,416.00	\$33,280.00	\$11,960.00	\$26,520.00
		YEAR 2	\$13,416.00	\$33,280.00	\$12,064.00	\$27,144.00
		YEAR 3	\$13,416.00	\$33,280.00	\$12,168.00	\$27,768.00
Total Preventative Maintenance All 3 Years [A]			\$40,248.00	\$99,840.00	\$36,192.00	\$81,432.00
<b>2.5.2 Preventative Maintenance - Secondary</b>						
Annual Fixed Rate Per Site		YEAR 1	\$192.00	\$410.00	\$310.00	\$265.00
		YEAR 2	\$192.00	\$410.00	\$311.00	\$261.00
		YEAR 3	\$192.00	\$410.00	\$312.00	\$267.00
Twice-Yearly Fixed Rate Per Site: 24 X 2 =		YEAR 1	\$9,216.00	\$19,680.00	\$7,440.00	\$12,240.00
		YEAR 2	\$9,216.00	\$19,680.00	\$7,464.00	\$12,528.00
		YEAR 3	\$9,216.00	\$19,680.00	\$7,488.00	\$12,816.00
Total Preventative Maintenance All 3 Years [B]			\$27,648.00	\$59,040.00	\$22,392.00	\$37,584.00
Total Preventative Maintenance All 3 Years = A+B [C]			\$67,896.00	\$158,880.00	\$58,584.00	\$119,016.00
<b>2.6 Hourly Rate for Service Calls</b>						
Hourly Rate Per Year		YEAR 1	\$64.00	\$90.00	\$52.00	\$85.00
		YEAR 2	\$64.00	\$90.00	\$54.00	\$87.00
		YEAR 3	\$64.00	\$90.00	\$56.00	\$89.00
Hourly Rate Times 700 Estimated Hours		YEAR 1	\$44,800.00	\$63,000.00	\$36,400.00	\$59,500.00
		YEAR 2	\$44,800.00	\$63,000.00	\$37,800.00	\$60,900.00
		YEAR 3	\$44,800.00	\$63,000.00	\$39,200.00	\$62,300.00
Total All 3 Years [D]/[E]			\$134,400.00	\$189,000.00	\$113,400.00	\$182,700.00
<b>2.7 Area 1 - Material Mark-Up / Mark Down</b>						
2.7.1 % Mark-Up / % Mark-Down		% +/-	-25.00%	-15.00%	20.00%	20.00%
		% Mark-Up - Freon	25.00%	25.00%	20.00%	10.00%
<b>2.7.2 Freon Cost Plus (+) Times (X) \$10,000 Estimated Spending [E:1]/[F:1]</b>						
2.7.2 Mark-Up / Down Times \$90,000 Estimated Spending [E:2]/[F:2]			\$12,500.00	\$12,500.00	\$12,000.00	\$11,000.00
			\$67,500.00	\$76,500.00	\$109,000.00	\$99,000.00
2.8 TOTAL COST AREA 2 1 = C+D+E.1 F.1+E.1 F.2			\$382,296.00	\$436,880.00	\$291,984.00	\$421,716.00
Overtime Rate Year 1			\$96.00	\$135.00	\$78.00	\$85.00
Overtime Rate Year 2			\$96.00	\$135.00	\$81.00	\$87.00
Overtime Rate Year 3			\$96.00	\$135.00	\$84.00	\$89.00
TOTAL AGGREGATE COST BOTH AREAS			\$563,484.00	\$884,920.00	\$576,141.00	\$859,158.00

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

# BALTIMORE COUNTY PUBLIC SCHOOLS

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

DEPARTMENT OF FISCAL SERVICES

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

## INVITATION FOR BIDS

The Board of Education of Baltimore County invites Contractors to bid on providing **Preventative Maintenance & Repair of Refrigeration Equipment**, [commodity code(s) 93667] for the Office of Food and Nutrition Services (OFNS), under solicitation number MBU-517-12. **Expenditures for this service are expected to be approximately \$300,000 to \$350,000 annually.** Procurement questions can be emailed to **Melvin E. Burley**, Purchasing Agent at [mburley2@bcps.org](mailto:mburley2@bcps.org) or they may be faxed to his attention at 410-887-7831. Verbal questions will not be taken.

Vendors proposing to bid may secure a set of contract documents after 2:00 PM, on or after **Thursday March 1, 2012**, at Office of Purchasing, 1940 Greenspring Drive, Suite "G", Timonium, MD, 21093. Solicitation documents can be obtained electronically by emailing request to: [mburley2@bcps.org](mailto:mburley2@bcps.org) **Email requests MUST include bidders' corporate address, phone number, fax number, and representatives' contact name.** Additionally, hard copy documents are available for pickup at the Office of Purchasing, 1940 Greenspring Drive, Suite G, Timonium, MD, 21093. There is no cost for the solicitation.

A Pre-Bid meeting is scheduled for **March 16, 2012 @ 10:00 AM** at, the Office of Food and Nutrition services, 1946 Greenspring Drive, Suite R, Timonium, MD 21093

Sealed bids will be received until **March 29, 2012 no later than 2:00 PM** in the Office of Purchasing at Baltimore County Public Schools Office of Purchasing, located at 1940 Greenspring Drive Suite G, Timonium, MD 21093. A public bid opening will be held approximately 10 minutes after the due date and time for this solicitation.

All bidders shall have at least 3 years experience in repairing equipment of similar size and capability prior to the date of bid opening.

Certified Minority Business Enterprises are encouraged to respond to this solicitation notice.

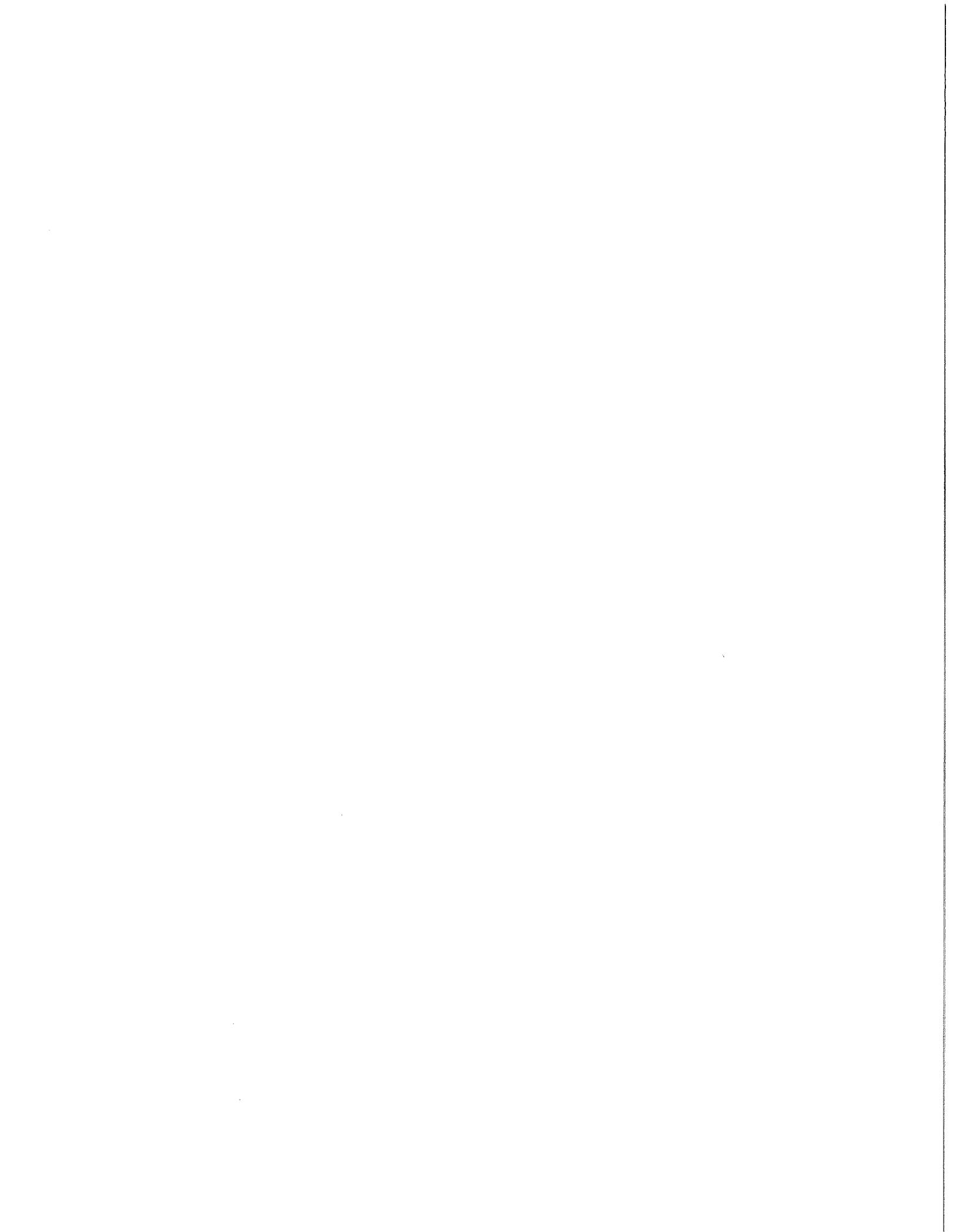
The contractor or suppliers who provide materials, supplies, equipment, and/or services for the above bid shall attempt to achieve 14% participation of Minority Business and/or Small Business Enterprise organizations in response to the Board of Education's goal for economic development. Certified Minority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

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

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

### **Directions to the Pre-Bid Meeting at the Office of Food and Nutrition Services**

Take the I83 to Exit 16, Timonium Road East; Turn RIGHT onto Greenspring Drive and proceed to 1940. Make a RIGHT turn into complex and find parking. Come to Building 1946, Suite "R".



# BALTIMORE COUNTY PUBLIC SCHOOLS

Focused on Quality, Committed to Excellence  
1940 Greenspring Drive, Suite G  
Timonium, MD 21093

Division of Business Services

Department of Fiscal Services

Office of Purchasing

An Affirmative Action Employer

## SPECIFICATION AND SOLICITATION FOR PREVENTATIVE MAINTENANCE & REPAIR OF REFRIGERATION EQUIPMENT

PRE-BID: **Friday March 16, 2012@ 10:00 AM**  
Office of Food and Nutrition Services (OFNS)  
1946 Greenspring Drive, Suite R  
Baltimore, MD 21093

RETURN TO: BALTIMORE COUNTY PUBLIC SCHOOLS  
MBU-517-12 Attn: Melvin E. Burley, Purchasing Agent.  
1940 Greenspring Drive, Suite "G"  
Timonium, MD 21093

BID NUMBER: **MBU-517-12**

BID ISSUED DATE: **March 1, 2012**

DUE DATE: **March 29, 2012**

DUE TIME: **2:00 PM** (Eastern Time Zone)

PUBLIC OPENING: **March 29, 2012 at 2:10 PM**, (10 minutes after due time)  
Conference Room  
1940 Greenspring Drive, Suite "G"  
Timonium, MD 21093

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

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

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

John Salerno, OFNS Facilities and Equipment Supervisor,  
Phone: (410) 887-7855 ext 255 FAX: (410) 887-7887, [jsalerno@bcps.org](mailto:jsalerno@bcps.org)

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**PART I: TERMS AND CONDITIONS**

[Only those sections that are relative, apply]

**1 DEFINITIONS****1.1 Bidding Documents**

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

**1.2 Applicable Definitions**

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

**1.3 Addenda**

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

**1.4 Bid**

A Bid is a complete and properly signed proposal to do the Work for the sums stipulated therein submitted in accordance with the Bidding Documents.

**1.5 Base Bid**

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

**1.6 Alternate Bid**

An Alternate is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work as described in the Bidding Documents is accepted.

**1.7 Unit Price**

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

**1.8 Bidder**

A Bidder is a person or entity that submits a Bid.

### 1.9 Award Bidder

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

### 1.10 Sub-Contractor

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

### 1.11 BCPS

For the purpose and clarity of this document only, "BCPS" will mean the Baltimore County Public Schools and the Baltimore County Board of Education and its officials and employees. In addition, for the purpose and clarity of this document the word "Bidder" will mean any reliable and interested broker, vendor, Contractor, and/or manufacturer who bid this contract.

## 2 AN INVITATION TO BID

### 2.1 Invitation

Baltimore County Public Schools invites all interested and qualified Contractors to submit proposals for the Office of Food and Nutrition Services (OFNS) - Facilities located at, 1946 Greenspring Drive, Suite R, Baltimore, MD 21093. These specifications intend to cover the purchase of the services and/or commodities requested and include, but are not limited to, providing labor, materials, equipment, and supervision of labor and subcontractors to complete the delivery as directed by the OFNS - Facilities. Award bidder is responsible for rendering services to any or to each of the various public schools, or to any designated warehouse or warehouses in Baltimore County, Maryland, whichever is specified, and as determined subsequent to the bid opening. There are approximately 200 schools and offices in Baltimore County Public Schools.

### 2.2 Advertising

In accordance with State law and BCPS policies, all bids having a potential award value of \$15,000 or more shall be advertised in at least one (1) newspaper published in the county at least two (2) weeks prior to the date bids are to be filed.

### 2.3 Receipt of Bids

BCPS shall receive sealed bids until date and time indicated on bid or as modified by addenda. Bids must be delivered to the BCPS Office of Purchasing located at 1940 Greenspring Drive, Suite G, Timonium, MD, 21093. Sealed bids 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.

### 2.4 References

The manufactures listed and referenced herein provide bidders with 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 Department of Facilities. (Refer to Part II: Specifications – General Requirements and/or Part III: Specifications / Technical Specifications).

## 2.5 **Misunderstandings & Errors**

The Bidder or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, circumstances, prerequisites, qualifications, and/or specifications before submitting their bids. A Bidder's failure to become fully informed is at the Bidder's sole and complete risk of loss. The Bidder shall have no right to any damages, cost and/or any other remedy at law or equity against BCPS for any miscalculation, misunderstanding, error (either omissions or commissions), mistake, misinterpretation, and/or the failure by the Bidder to obtain an award of bid, award of contract and/or profits, fees or money from BCPS when the Bidder failed to fully inform themselves. In the case of error in the percentages mark-up(s)/discount(s) indicated, the entire bid would be declared non-responsive.

## 2.6 **Recommendation**

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

## 2.7 **One Price**

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

## 2.8 **Individual, Group or Aggregate Bidding**

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

## 2.9 **Product Offered**

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

## 2.10 **Working Drawings**

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

**3 BID PREPARATION, PROPOSAL SHEET, AND BID OPENING**

**3.1 Proposal Submission**

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

**3.2 Returning Bids**

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

**3.3 Bid Identification and Mailing**

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

**3.4 Certificates and Affidavits**

All bidders shall be required to complete the certificates and/or affidavits and/or acknowledgments that are incorporated into the proposal pages of this 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, Non-Collusion Affidavit, Debarment Certificate, Sales Tax Certification, Minority Bidder Status, and when applicable, Asbestos Free Certification.

**3.5 Bid Opening**

**3.5.1 Bid-Posting/Tabulation Sheet Availability**

At the public opening of the bid, the bidder's names and their prices will be read and posted. A copy of the bid-posting/tabulation sheet will be made available upon request at the price of \$1.00 per (side) page.

**3.5.2 Proposal Review**

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.

**3.5.3 Final Recommendations**

Final recommendation(s) are forwarded to the Board of Education for review and approval.

#### 3.5.4 Award Availability

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

#### 3.5.5 Review of Bid Documents

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

### 3.6 Bidder Obligations

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

### 3.7 Reporting Omissions, Errors or Discrepancies

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

## 4 MULTIAGENCY PROCUREMENT

### 4.1 Rights Reserved

BCPS reserves the right to extend the terms and conditions of this bid to any and all other agencies within the state of Maryland that require these commodities and/or services. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies. This shall include private schools, parochial schools, and/or state, community, and private colleges located within the state of Maryland, as well as, other state agencies.

### 4.2 Jurisdictional Contracting

Each participating jurisdiction or agency shall enter into its own contract with the Award Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award Bidder. BCPS does not assume any responsibility other than to obtain pricing for the specifications provided.

## 5 BID SECURITY

### 5.1 Bid Bond

If so stipulated in the Advertisement, Invitation to Bid, or supplementary instructions to bidders, each Bid shall be accompanied by a Bid Bond in the dollar amount of five Percent (5%) of the Base Bid. This Bid Bond pledges that the Bidder will enter into a Contract with BCPS on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising hereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the

amount of the bid security shall be forfeited to BCPS as liquidated damages not as a penalty. This bond must be provided with the bid submission and failure to do so may be cause for rejection of the bid as being non-responsive. The cost of the bid bond will be borne by the bidder(s) in all instances.

## 5.2 Surety Bond

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

## 5.3 Retaining Bid Security

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

## 5.4 Bond Approval

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

## 5.5 Performance Bonds/Payment Bonds

Performance Bonds and/or payment bonds are required on bids meeting the following conditions. The Award Bidder(s) of this contract may be required to submit either one or both of these bonds to the Department of Facilities 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.

### 5.5.1 Performance Bond

Performance Bond shall be required for contracts and/or awards of construction contracts in excess of \$30,000.00 for 100% of the contract price to cover faithful performance of the contract. Simultaneously with his delivery of the executed contract, the Award Bidder must deliver to BCPS an executed bond in the amount of one hundred percent (100%) of the accepted bid as security for the faithful performance of his contract and for the payment of all persons performing labor or furnishing materials in connection therewith, prepared on the standard bond form A-311 as approved and issued by the American Institute of Architects and having as surety thereon such surety company or companies as are acceptable on bonds given to the United States Government and approved by the Board of Education of Baltimore County and are authorized to transact business in this State. Performance Bonds shall be made out in the name of the "Board of Education of Baltimore County". They shall be forwarded to the Office of Purchasing, Contracting Assistant at 1940 Greenspring Drive, Suite G, Timonium, MD 21093.

### 5.5.2 Payment Bond

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

### 5.6 Checks in Lieu of Bonds

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

#### 5.6.1 Check Deposit

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

#### 5.6.2 Check Addressee

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

### 5.7 Letters of Credit

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

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

### 5.8 Acceptable Bid Security

#### 5.8.1 Bond / Irrevocable Trust Receipt

Baltimore County Public Schools may require performance or payment bonds, or both, on supply, service, maintenance, or construction-related service contracts if the contract is expected to exceed \$100,000. Acceptable security for bid, performance, and payment bonds is limited to a bond in a form satisfactory to Baltimore County Public Schools underwritten by a surety company authorized to do business in the State of Maryland.

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

5.8.2 Evidence Supporting Individual Surety

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

5.8.3 Individual Surety Acceptance

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

5.8.3.1 Cash or Certificates of Deposit

5.8.3.2 Cash Equivalents

Cash equivalents held with a federally insured financial institution,

5.8.3.3 Assets Evidenced by Security Interest

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

5.8.4 Unacceptable Assets

Unacceptable assets include, but are not limited to:

5.8.4.1 Notes or Accounts Receivable

5.8.4.2 Foreign Securities and,

5.8.4.3 Real Property

5.8.4.4 Real Property located outside of the state,

5.8.4.5 Real Property that is the principal residence of the surety and,

5.8.4.6 Real Property owned concurrently Real property owned concurrently, regardless of the form of co tenancy, including joint tenancy, tenancy by

the entirety, and tenancy in common, except where all cotenants agree to act jointly.

5.8.5 Security Interest – Real Property

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

5.8.5.1 Evidence - Certificate of Title

Evidence of title in the form of a certificate of title prepared by an attorney or a title insurance company licensed by the State;

5.8.5.2 Evidence – Simple Title

Title evidence showing: Fee simple title vested in the contractor or surety along with any concurrent owners; Whether any real estate taxes are due and payable and, All recorded encumbrances.

5.8.6 The following are not acceptable as an individual surety:

5.8.6.1 A corporation, partnership, or other unincorporated association or firm,

5.8.6.2 A member of a partnership, if that member is a principal obligor,

5.8.6.3 Stockholders of corporate principals are acceptable as individual sureties, provided their qualifications are independent of the stockholder's financial holdings.

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

**6 TIE BIDS**

**6.1 Tie Bids - Award Order of Preference**

In the event of tie bids, where all other factors such as past performance on purchases or bidder's service or delivery record are considered comparable, the award(s) shall be made to one of the tie bidders in the following order of preference: Baltimore County minority and/or small business enterprise vendor; the Baltimore County based bidders; out-of-county but Maryland based minority and/or small business enterprise vendor; the out-of-county but Maryland based bidder; out-of-state minority and/or small business enterprise vendor and the out-of-state based bidder.

**6.2 Tie Bids - Resolved with Coin Toss**

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

**7 BID PRICES**

**7.1 Withdrawing Submission**

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

**7.2 Rounding of Prices**

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

**7.3 Cash Discounts**

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

**7.4 Price Reductions**

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

**7.5 Non-Acceptance**

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

**8 TAXES AND PERMITS**

**8.1 Non-Tax Exemption**

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

**8.2 Permit Fees**

Award Bidders shall obtain and pay for any permits required for Facilities work.

**9 BILLING AND PAYMENTS**

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

**9.1 Invoice Submittal**

All invoices are to be submitted in Duplicate and mailed to either:

Baltimore County Public Schools  
 Office of Food and Nutrition Services  
 1946 Greenspring Drive, Suite R  
 Timonium, MD 21093.

OR

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

**9.2 Expediting Payment**

To expedite payments you must follow these guidelines:

**9.2.1 Invoices & PO Numbers**

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

**9.2.2 Packing Slip**

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

**9.3 Payment Terms**

Standard BCPS payment terms are net 30 days. Payments made directly by BCPS will be made within 30 days from invoice date or receipt of goods, whichever is later. Payments made by any other agency may not meet these terms.

**9.4 Full Payment**

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

**10 GOVERNING LAW AND VENUE**

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

**11 ADDENDA**

**11.1 Changes to Specifications**

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

**11.2 Addenda Availability**

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

**11.3 Addenda Copies**

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

**11.4 Addenda Issuance**

All changes to the bid documents will be made through the appropriate addenda. Any and all such interpretations and any supplemental instructions will be available to all project plan holders. Addenda will be issued a minimum of five (5) business days prior to the date fixed for the opening of bids, excluding date of bid opening, unless the addendum issued extends the due date of the bid. It is the bidders' responsibility to verify receipt of all addenda. Failure of any bidder to receive any addenda or interpretation shall not relieve that bidder from any obligations under this bid and as amended by all addenda. All addenda so issued shall become a part of the award and contract documents.

**11.5 Addenda Receipt & Acknowledgement**

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

**12 INSURANCE**

**12.1 Award Bidder's Liability Insurance**

**12.1.1 Insurance Provider Acceptability**

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

**12.1.1.1 Claims**

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

**12.1.1.2 Claims for Employees**

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

**12.1.1.3 Claims for Non-Employees**

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

**12.1.1.4 Claims for Insured Damages**

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

12.1.1.5 Claims Other Than to Work

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

12.1.1.6 Claims Related to Use of Motor Vehicle

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

12.1.1.7 Claims Related to Dishonesty

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

12.1.2 Required Insurance

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

12.1.2.1 Comprehensive General Liability

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

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

12.1.2.2 Comprehensive Automobile Liability

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

12.1.2.3 Workers' Compensation

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

12.1.2.4 Blanket Fidelity

Requirement canceled 12/11/84

12.1.2.5 **Prime Contractor** Pollution Liability

Each Occurrence Limit: \$1,000,000 General Aggregate Limit:  
\$1,000,000 Claims Made or Occurrence Forms are acceptable

### 12.1.3 Certificate of Insurance

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

## 12.2 Liability Insurance - BCPS

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

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

## 12.3 Property Insurance

### 12.3.1 Property Insurance & BCPS

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

### 12.3.2 Boiler & Maintenance Insurance

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

### 12.3.3 Insured Loss Adjustment

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

### 12.3.4 Maintaining Copies/Policies

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

### 12.3.5 Additional Insurance Risks and Costs

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

### 12.3.6 Insured Loss and Replacement of Damaged Work

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

### 12.3.7 Loss Settlement

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

### 12.3.8 Waiver of Rights

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

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

#### 12.3.9 Use of Work Area

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

#### 12.4 "Loss of Use" Insurance

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

#### 12.5 Evidence of Insurance

##### 12.5.1 Evidence of Insurance

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

##### 12.5.2 Required Coverage

Only insurers, allowed to conduct business in the State of Maryland and acceptable to the Board, must underwrite insurance coverage. The insurers must also have a policyholder's rating of "B" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company. The board hereby grants specific approval for the acquisition of worker's compensation and

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

**13 DIRECT DAMAGES**

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

**14 TERMINATIONS/SUSPENSIONS FROM CONTRACT**

**14.1 Termination by BCPS for Cause**

**14.1.1 Reasons for Termination of Contract**

BCPS may terminate the Contract if the Award Bidder:

**14.1.1.1 Workers**

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

**14.1.1.2 Subcontractor Payment**

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

**14.1.1.3 Disregard for Law(s)**

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

**14.1.1.4 Breach of Provision(s)**

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

**14.1.2 Termination of Employment and Action taken**

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

**14.1.2.1 Taking Possession of Site**

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

14.1.2.2 Assign Subcontractor

Accept assignment of subcontracts and

14.1.2.3 Complete Work

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

14.1.3 Non-Retention of Award

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

14.1.4 Halt in Payment

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

14.1.5 Unpaid Balances and Work Completion

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

**14.2 Termination for Convenience**

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

14.2.1 Contractor Waiver

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

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

**14.2.2 Discontinuance of Work**

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

**14.2.3 Contractor Obligations**

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

**14.2.4 Contractor's Agreement**

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

**14.3 Right to Terminate**

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

**15 DRUG, TOBACCO, AND ALCOHOL FREE ZONES**

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

**16 APPEAL PROCESS**

**16.1 Appeal Notification**

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

16.1.1 Appeal at Purchasing Agent Level

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

16.1.2 Appeal after Board Approval

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

16.1.3 Furtherance of Appeal

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

**16.2 Appeal of Suspension or Termination**

16.2.1 Protest

Any Award Bidder objecting to their Suspension or Termination may protest the action to the Department of Physical Facilities by formally notifying the Director, Office of Food and Nutrition Services in writing within fourteen (14) calendar days from the date of the notification. The Award Bidder shall have an opportunity to meet with the Director, Office of Food and Nutrition Services, or his designee, to present his issues.

16.2.2 Use of Administrative Process

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

**16.3 Continuation of Work Under Appeal**

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

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

NONE

## 16.5 Cost of Appeal

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

## 17 LITIGATION PROCEDURES

### 17.1 Questions

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

### 17.2 Interpretation(s)

All questions involving interpretation of the Contract Documents that involve a value of \$10,000 or more, and cannot be resolved between the Award Bidder and BCPS Program Manager shall be referred to the Director, Office of Food and Nutrition Services for a review. If the Award Bidder is not satisfied with the decision rendered, the matter may be appealed to the BCPS, Executive Director, Planning and Support Operations.

### 17.3 Use of Administrative Procedures

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

### 17.4 Waiver of Jury Trial

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

## 18 DISCRIMINATION

### 18.1 Non-Discrimination and Affirmative Action

The Award Bidder will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Award Bidder will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer;

rates of pay or other forms of compensation; and selection for training including apprenticeship. The Award Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices to provide by the BCPS setting forth the provisions of this nondiscrimination clause.

#### **18.2 Notice to Workers and Worker Representatives**

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

#### **18.3 Compliance Report**

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

#### **18.4 Non-Compliance**

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

#### **18.5 Special Provisions**

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

### **19 GENERAL CONTRACT CONDITIONS**

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

### **20 BUY AMERICAN STEEL ACT**

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

### **21 AMERICAN WITH DISABILITIES ACT**

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

### **22 NON-HIRING OF EMPLOYEES BY AWARD BIDDER OR BCPS**

#### **22.1 BCPS Employees**

No employee of the BCPS or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while so employed,

become or be an employee of the party or parties hereby contracting with the BCPS or any unit thereof.

## 22.2 Award Bidder Employees

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

## 23 FINANCIAL DISCLOSURE

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

## 24 POLITICAL CONTRIBUTION DISCLOSURE

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

## 25 RETENTION OF RECORDS

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

## 26 ANNULMENTS AND RESERVATIONS

### 26.1 Proposal Rejection

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

### 26.2 Waiver of Technical Defects

BCPS reserves the right to waive technical defects within submittals.

### 26.3 Right to Order/Not Order

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

### 26.4 Investigation(s)

BCPS may conduct any necessary investigation to determine the ability of the bidder to perform the work, and the bidder shall furnish to the BCPS all such information and data

requested. BCPS reserves the right to reject any proposal if the evidence submitted by the bidder or investigation of such bidder fails to satisfy BCPS that such bidder is properly qualified to carry out the obligations of the Contract and to complete all stipulated requirements. Conditional proposals will not be accepted.

## 26.5 **Annuling Contract**

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

### 26.5.1 Failing to Comply

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

### 26.5.2 Circumstance(s) Beyond Award Bidder's Control

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

## 26.6 **BCPS Rights**

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

## 26.7 **BCPS Reserved Rights on Best and Final Offers.**

### 26.7.1 Invitation to Ranking Finalist

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

26.7.2 Further Discussions

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

26.7.3 Proposal Revisions

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

26.8 Licenses

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

26.9 Bid Rejection

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

**27 DELIVERY REQUIREMENTS**

27.1 Deliveries

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

27.2 Supplies and/or Materials

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

**28 INSPECTIONS**

28.1 Inspectors and Inspections

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

28.2 Responsibility for Faulty Workmanship

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

specifications. In case of factory inspection of items being manufactured for BCPS, the manufacturer, for the prosecution of their work, shall afford an inspector at every facility.

## **29 COMPLIANCE WITH SPECIFICATIONS**

### **29.1 Compliance with Intent of Specifications**

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

### **29.2 Submission of Drawings/Descriptive Data**

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

### **29.3 Specification Requirements**

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

### **29.4 Mandatory Requirements**

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

### **29.5 Specification Conflicts**

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

## **30 GUARANTEE AND WARRANTY**

### **30.1 Unconditional Guarantee**

The 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 one year from the date of acceptance of the installation by BCPS. If the manufacturer warrants equipment for a period longer than one year, the Award Bidder shall pass through this "time frame" to BCPS.

### **30.2 Failure(s)**

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

### **30.3 Warranty Claims**

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

## **31 SUBCONTRACTORS**

### **31.1 Subcontractor Approval**

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

### **31.2 Assigning Authority**

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

### **31.3 Assigning Money**

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

## **32 AWARD BIDDER'S RESPONSIBILITY**

### **32.1 Certificate of Registry**

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

### **32.2 Damages to BCPS Property**

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

### **32.3 Award Bidder Employee Sign-In/Out**

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

### **32.4 Worksite Cleanliness**

Award Bidders are responsible to remove all debris from the work site and to keep the work site tidy as work progresses and to clean the work site after work is complete,

### **32.5 On-Site Utilities**

At no cost to the Award Bidder, BCPS shall provide and pay for water, heat, telephone, and utilities used or consumed by the Award Bidder during the performance of the work or services hereunder if they are currently available at the work site. However, the Award

Bidder shall install and pay for the costs of any temporary facilities not already in existence that will be required during construction for accessing such water, heat, and utilities.

### 32.6 **Utility Service Interruptions**

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

### 32.7 **Notification of Pre-Existing Conditions**

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

### 32.8 **AIA Agreement**

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

### 32.9 **Materials, Tools and Equipment**

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

### 32.10 **Presumptions**

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

### 32.11 **Criminal Background Check**

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

### 32.12 **Vendor Performance**

#### 32.12.1 Policy

In accordance with Board of Education Policy 3231 and Superintendent's Rule 3231, the effective management of vendors conducting business with the Baltimore County Public Schools includes a process to evaluate vendor performance under a contract for the purchase of goods, performance of service, consulting, construction, construction management, building renovation, or improvement of facilities. The results of vendor performance appraisals may be

used in subsequent evaluations of a vendor's ability to perform on future contracts. Vendors should receive feedback on their performance, whether it is positive or negative. In the case of negative feedback, the vendor shall be informed of why their performance is unsatisfactory and what corrective action is required.

#### 32.12.2 Performance Evaluations

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

#### 32.12.3 Large – Long Term Projects

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

### 33 SAFETY AND CODE REQUIREMENTS

All materials and labor shall comply with the following requirements:

#### 33.1 Federal, State and Local Compliance

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

#### 33.2 Non-Discrimination

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

#### 33.3 Equipment/Machinery Safety Regulation

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

#### 33.4 Material Safety Data Sheets (MSDS)

Award Bidder shall submit Material Safety Data Sheets (MSDS) for all supplies, materials, equipment or any other substances furnished and/or installed under this proposal in accordance with OSHA Hazardous Communication Standard 29 CFR 1910.101, 29 CFR 1910.1200 and 29 CFR 1926.58 or any other applicable state, federal, or local regulation.

The Award Bidder must submit MSDS sheets to each school or facility that receives any such supplies, materials, equipment or any other substances furnished and/or installed by the Award Bidder. Failure on the part of the Award Bidder to furnish the necessary MSDS sheets will result in the withholding of final payment.

### 33.5 Defining Standards

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

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

### 33.6 Asbestos/Asbestiform Prohibition

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

### 33.7 Lead

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

**33.8 Relevant Codes**

All Baltimore County codes and regulations including International Building Code, Latest Edition

**33.9 Relevant Law**

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

**33.10 The Americans with Disabilities Act (ADA)**

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

**34 CONCEALED OR UNKNOWN CONDITIONS**

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

**35 INDEMNIFICATION****35.1 BCPS & BCBE Held Harmless**

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

**35.2 Obligation Limitation**

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

### 35.3 Prohibition Against Extending Obligations

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

### 35.4 BCPS Not Responsible

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

## 36 EXCLUSIONS FROM WORK

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

## 37 ACCESS TO FACILITIES FOR PERFORMANCE

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

## 38 LIABILITY FOR LOSS OF DATA

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

## 39 SUSPENSION OF WORK

### 39.1 Authority to Suspend, Delay or Interrupt Work

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

### 39.2 Adjustment to Completion Time

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

### 39.3 Re-Mobilization Compensation

BCPS will compensate the Award Bidder only for the cost(s) to re-mobilize to the Facilities any equipment that had to be leased or rented for the suspension period that was critical to

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

#### **40 DELAYS, EXTENSIONS OF TIME**

##### **40.1 Timely, Continuous and Diligent Performance**

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

##### **40.2 Commencement Date Guarantee**

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

#### **41 HAZARDOUS MATERIALS**

##### **41.1 Requirements, Warrants and Representations**

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

##### **41.2 Notification if Aware or Suspect Hazardous Material**

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

governmental authority or agency, or to inspect or examine the Facilities for the presence of Hazardous Material.

## 42 BIDDER SUBMITTALS

BIDDERS MUST SUBMIT THE FOLLOWING:

### 42.1 Insurance Certificate

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

### 42.2 Worker's Compensation and Employer Liability

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

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

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

### 42.3 Certificate of Registry

Award Bidders shall be required under Article 56, Section 270(4) of the Annotated Code of Maryland, to provide proof of Certificate of Registry and must be licensed to do business in the State of Maryland and provide a tax certification number **within 10 days of being notified of being the apparent award bidder**.

### 42.4 Evidence of an Ability to Provide Required Services

Award Bidders, who cannot provide evidence of having the personnel and equipment to provide the required services in a satisfactory, safe, and timely fashion as determined using criteria developed by BCPS and not necessarily industry standards, will be found to be non-responsive and have their bid rejected. Additionally, BCPS will consider the Award Bidder's equipment for size, suitability to do the work, condition of equipment, attachments required to do the work. Safety is a primary concern and safety related attachments are required by BCPS. It is the Award Bidders responsibility to supply this information to BCPS with their submittal.

### 42.5 Objection(s)

Prior to the award of the Contract the Bidder will be notified in writing if either BCPS or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If BCPS or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid, or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to

cover the difference in cost occasioned by such substitution. BCPS may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

#### **43 SUBSTITUTIONS**

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

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

##### **43.1 Substitutions Prior Invitation and After Receipt of Bid**

No substitutions will be considered prior to the initial advertisement for bids and after receipt of bids.

##### **43.2 Proposed Substitutions**

Bidders must submit a substitutions statement for the materials, systems and equipment specified with their bid and specification sheets showing and telling exactly where and how the bid does deviate from said specifications, and if in fact it does deviate in any respect, along with any stipulated cost adjustment (add, deduct, or no change) in the space provided on the Form of Proposal.

#### **44 NOTIFICATION OF AN EMERGENCY**

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

#### **45 OWNER'S RIGHT TO STOP THE WORK**

##### **45.1 Stop Work Order**

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

addition to and not in restriction or derogation of the Owner's rights under the General Conditions.

#### **45.2 Suspension of Work – Unforeseen Conditions**

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

### **46 OWNER'S RIGHT TO CARRY OUT THE WORK**

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

### **47 ROYALTIES AND PATENTS**

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

### **48 CONFLICT OF INTEREST, LOBBYING, AND ETHICS REVIEW PANEL**

#### **48.1 Compliance with Ethics Policies**

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

#### **48.2 Conflict(s) of Interest**

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

### 48.3 Questions/Interpretations

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

## 49 INCLEMENT WEATHER

### 49.1 Pre-Bid Meeting

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

### 49.2 Bid Opening

If Baltimore County Schools "offices" are closed on the day a bid is "DUE", or prior to the due time, that **bid will be due at the same time the next day that the Baltimore County Schools "offices" are open**. The bid opening shall not be impacted if Baltimore County Schools "schools" are closed.

### 49.3 Opening Late – Closing Early

If Baltimore County Schools (either the "schools" and/or "offices") open late, due to inclement weather, the Bid Due Date and Time of Opening will be conducted AS SCHEDULED. If Baltimore County Schools "offices" close early, due to inclement weather, the Bid Due Date and Time of Opening will be conducted **at the same time the next day that the Baltimore County Schools "offices" are open**. If Baltimore County Schools "schools" close early, due to inclement weather, the Bid Due Date and Time of Opening will be conducted AS SCHEDULED.

## 50 ILLEGAL IMMIGRANT LABOR

The use of illegal immigrant labor to fulfill contracts solicited by BCPS is in violation of the law and is strictly prohibited. Contractors and subcontractors must verify employment eligibility of workers in order to assure that they are not violating Federal/State/Local laws regarding illegal immigration. A compliance audit may be conducted.

## 51 FOREIGN LANGUAGE TRANSLATOR REQUIREMENT

### 51.1 Interpreter

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

### 51.2 Failure to Provide

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

**52 EMPLOYMENT OF CHILD SEX OFFENDERS**

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

**53 FORCE MAJEURE**

Force Majeure is defined as an occurrence beyond the control of the affected party and not avoidable by reason of diligence. It includes the acts of nature, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. If either party is delayed by force majeure, said party shall provide written notification to the other within 48 hours. Delays shall cease as soon as practicable and written notification of same provided. The time of contract completion may be extended by contract modification, for a period of time equal to that delay caused under this condition. BCPS may also consider requests for price increase for raw materials that are directly attributable to the cause of delay. BCPS reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against BCPS. Further, except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure as defined herein.

**54 ASSIGNMENT**

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

**END OF PART I**

**PART II: SPECIFICATIONS--GENERAL REQUIREMENTS**

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

**1 GENERAL SCOPE & SERVICES****1.1 Offer**

This solicitation and the specifications that follow are being offered by Baltimore County Public Schools, Office of Purchasing to qualify and select award bidder(s)/vendor(s) to provide preventative maintenance and repair services as directed by the Office of Food and Nutrition Services (OFNS). Repair services will be required in indefinite quantities on an as needed basis throughout the term of the contract, at the fixed hourly rate contracted. This service will be ordered by the Office of Food and Nutrition Services (OFNS) to be used by that office directly for repair, installation, and relocation of mechanical kitchen equipment.

**1.2 Equipment Location / Accessibility**

This contract is for the maintenance and repair of all Food Services Refrigeration Equipment in approximately 170 schools in Baltimore County. Also included are Kitchen Equipment units located in the Food Service Warehouse (101 Alt Road, Cockeysville, MD 21030). The FS Warehouse and six (6) schools are twelve (12) month operations (with summer lunch programs), whereas the balance of the schools are ten (10) month operations.

**1.3 Type of Contract**

This is a Firm Fixed Price (FFP) contract. This solicitation, specifications, attachments and subsequent addenda (if issued), will serve to define, describe and explain the repair services required. It will serve as the source document for services for the term of the contract.

**1.4 Proposal/Bid Submission**

**All proposals shall be submitted as a singular copy [a duplicate copy is not needed or required]** of the proposal forms provided by BCPS. All blank spaces shall be filled in, in ink and properly signed.

Return all bids to BCPS, Office of Purchasing, 1940 Greenspring Drive, Suite "G", Timonium, MD 21093.

**1.5 Withdrawal and Price Hold**

This bid may be withdrawn at any time prior to the actual opening of the bids. The Bidders agree to hold their prices, under the same terms and conditions, for a period of ninety-days (90) from the date of the bid opening.

**1.6 Bidder Obligations**

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

**1.7 Omissions, Errors, Conflicts or Discrepancies**

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

**1.8 Incomplete/Inaccurate Information**

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

**1.9 Conditional Proposals/Bids**

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

**1.10 Confirming Existing Conditions/Site Visit**

Bidders are responsible for confirmation of existing conditions.

The shaded rows represent schools with Production Kitchens. Non-shaded rows are satellite schools to the Production Kitchens schools they are listed below.

**1.10.1 Site Visit**

To aid Bidders with formulating their pricing in response to this solicitation they are invited to visit each site to inspect the equipment. In addition to the listing below the addresses to all schools can be found on line at bcps.org. Site visits shall be coordinated as follows:

**1.10.1.1 Area I**

	<b>AREA 1</b>	
<b>Site #</b>	<b>School</b>	<b>Telephone Number</b>
0772	Hereford High	410-887-1914
0501	Fifth District Elementary	410-887-1726
0601	Prettyboy Elementary	410-887-1900
0701	Seventh Dist. Elementary	410-887-1902
0855	Hereford Middle	410-887-7906
0801	Sparks Elementary	410-887-7900
0973	Loch Raven High	410-887-3544
0916	Cromwell Valley Elementary	410-887-2438
0910	Oakleigh Elementary	410-887-5238
0923	White Oak School	410-887-5378
0954	Loch Raven Academy	410-887-3524
0912	Halstead Academy	410-887-3210
0909	Pleasant Plains Elementary	410-887-3549
0852	Ridgely Middle	410-887-7653
0911	Hampton Elementary	410-887-3205
0803	Lutherville Lab	410-887-7800
0811	Pinewood Elementary	410-887-7663
0971	Towson High	410-887-3642
0975	Carver Center A&T	410-887-2758

<b>AREA 1</b>		
<b>Site #</b>	<b>School</b>	<b>Telephone Number</b>
0922	Ridge Ruxton School	410-887-3594
0925	West Towson Elementary	410-887-3569
1575	Eastern Tech	410-887-0203
1508	Essex Elementary	410-887-0117
1506	Martin Blvd Elementary	410-887-0158
1519	Orems Elementary	410-887-0172
1451	Golden Ring Middle	410-887-0260
0072	Rosedale Center	410-887-6424
1556	Middle River Middle	410-887-0163
1518	Glenmar Elementary	410-887-0127
1505	Victory Villa Elementary	410-887-0184
1533	Vincent Farms Elementary	410-887-2983
1473	Overlea High	410-887-5248
1403	McCormick Elementary	410-887-0500
1406	Red House Run Elementary	410-887-0506
1409	Shady Spring Elementary	410-887-0509
0972	Parkville High	410-887-5266
1106	Carney Elementary	410-887-5228
0908	Villa Cresta Elementary	410-887-5275
1452	Parkville Middle	410-887-5255
1405	Elmwood Elementary	410-887-5232
1404	Fullerton Elementary	410-887-5234
1171	Perry Hall High	410-887-5117
1107	Chapel Hill Elementary	410-887-5119
1111	Gunpowder Elementary	410-887-5121
1109	Joppa View Elementary	410-887-5065
1151	Perry Hall Middle	410-887-5104
1104	Kingsville Elementary	410-887-5949
1105	Perry Hall Elementary	410-887-5105
1110	Seven Oaks Elementary	410-887-6257
0957	Pine Grove Middle	410-887-5274
0915	Harford Hills Elementary	410-887-5236
0921	Pine Grove Elementary	410-887-267
1574	Chesapeake High	410-887-0105
1525	Deep Creek Elementary	410-887-0110
1512	Mars Estates Elementary	410-887-0154
1520	Middleborough Elementary	410-887-0160
1557	Deep Creek Middle	410-887-0116
1527	Sandalwood Elementary	410-887-0174
1513	Sussex Elementary	410-887-0182
1273	Dundalk High	410-887-07033
1503	Colgate Elementary	410-887-7010
1210	Grange Elementary	410-887-7043
1217	Logan Elementary	410-887-7052
1251	Dundalk Middle	410-887-7020
1202	Dundalk Elementary	410-887-7013

	<b>AREA 1</b>	
<b>Site #</b>	<b>School</b>	<b>Telephone Number</b>
1255	Genl Stricker Middle	410-887-7108
1517	Battle Grove Elementary	410-887-7500
1215	Battle Monument Elementary	410-887-7000
1212	Charlesmont Elementary	410-887-7004
1253	Holabird Middle	410-887-7048
1205	Berkshire Elementary	410-887-7008
1218	Eastwood Center	410-887-7034
1207	Norwood Elementary	410-887-7055
1572	Kenwood High	410-887-0149
1515	Hawthorne Elementary	410-887-0138
1514	Middlesex Elementary	410-887-0170
1272	Patapsco High	410-887-7067
1206	Bear Creek Elementary	410-887-7007
1216	Sandy Plains Elementary	410-887-7070
1573	Sparrows Pt. Mid/High	410-887-7511
1511	Chesapeake Terrace Elementary	410-887-7505
1502	Edgemere Elementary	410-887-7507
1554	Stemmers Run Middle	410-887-0181
1507	Chase Elementary	410-887-5940
0075	Crossroads Center	410-887-2449
1534	Oliver Beach Elementary	410-887-5943
1531	Seneca Elementary	410-887-5945

1.10.1.2 Area II

	<b>AREA 2</b>	
<b>Site #</b>	<b>School</b>	<b>Telephone Number</b>
1356	Arbutus Middle	410-887-1458
1302	Arbutus Elementary	410-887-1400
0111	Maiden Choice	410-887-1431
1310	Relay Elementary	410-887-1426
0174	Catonsville High	410-887-0812
0069	Catonsville Alt	410-887-0934
0101	Catonsville Elementary	410-887-0800
0115	Hillcrest Elementary	410-887-0820
0103	Westowne Elementary	410-887-0854
0175	Western Tech	410-887-0843
0151	Catonsville Middle	410-887-0923
0104	Edmondson Hghts Elementary	410-887-0818
0102	Westchester Elementary	410-887-1088
0116	Woodbridge Elementary	410-887-0857
1371	Lansdowne High	410-887-1420
1313	Halethorpe Elementary	410-887-1406
1308	Riverview Elementary	410-887-1428
1351	Lansdowne Middle	410-887-1414
1307	Balto Highlands Elementary	410-887-0919
	<b>AREA 2</b>	

Site #	School	Telephone Number
1311	Lansdowne Elementary	410-887-1408
0155	SW Academy	410-887-0828
0113	Chadwick Elementary	410-887-1300
0105	Johnnycake Elementary	410-887-0823
0256	Windsor Mill Middle	410-887-0653
0211	Winfield Elementary	410-887-0766
0172	Woodlawn High	410-887-1314
0112	Dogwood Elementary	410-887-6808
0204	Featherbed Lane International Elementary	410-887-1390
0253	Woodlawn Middle	410-887-1308
0210	Powhatan Elementary	410-887-1330
0205	Woodmoor Elementary	410-887-1318
0254	Deer Park Middle	410-887-0731
0216	Deer Park Elementary	410-887-0678
0214	Hernwood Elementary	410-887-0732
0472	Franklin High	410-887-1128
0407	Glyndon Elementary	410-887-1130
0406	Reisterstown Elementary	410-887-1133
0405	Timber Grove Elementary	410-887-1714
0451	Franklin Middle	410-887-1117
0404	Chatsworth Elementary	410-887-1103
0403	Franklin Elementary	410-887-1111
0271	Milford Mill High	410-887-0664
0209	Hebbsville Elementary	410-887-708
0206	Scotts Branch Elementary	410-887-0761
0473	New Town High	410-887-1667
0217	New Town Elementary	410-887-1541
0252	Old Court Middle	410-887-0745
0213	Winand Elementary	410-887-0763
0311	Woodholme Elementary.	410-887-700
0452	Owings Mills High	410-887-1705
0408	Cedarmere Elementary	410-887-1100
0402	Owings Mills Elementary	410-887-1710
0371	Pikesville High	410-887-1223
0308	Ft. Garrison Elementary	410-887-1203
0304	Wellwood International Elementary	410-887-1212
0352	Pikesville Middle	410-887-1209
0307	Milbrook Elementary	410-887-1225
0310	Summit Park Elementary	410-887-1210
0272	Randallstown High	410-887-0755
0207	Church Lane Elementary	410-887-0717
0202	Randallstown Elementary	410-887-0746
0353	Sudbrook Middle	410-887-6740
0303	Bedford Elementary	410-887-1200
0062	Campfield Ctr	410-887-1227
0853	Cockeysville Middle	410-887-7629

AREA 2		
Site #	School	Telephone Number
1001	Carroll Manor Elementary	410-887-5947
1002	Jacksonville Elementary	410-887-7885
0810	Padonia International Elementary	410-887-7646
0872	Dulaney High	410-887-7642
0808	Pot Spring Elementary	410-887-7648
0805	Timonium Elementary	410-887-7661
0813	Warren Elementary	410-887-7665
0953	Dumbarton Middle	410-887-3203
0809	Riderwood Elementary	410-887-3568
0907	Rodgers Forge Elementary	410-887-3582
0905	Stoneleigh Elementary	410-887-3600

1.10.1.3 Scheduling Site Visit

Schedule an appointment with John Salerno the OFNS Facilities and Equipment Supervisor [410-887-7855].

1.10.1.4 Sign-In

On the day of appointment, you must sign in at main office. The Cafeteria Manager will provide an escort.

1.10.2 Bidder Obligation

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

1.11 Funding Contingency - Award

The repair services to be purchased are based upon future needs of the OFNS and are pending approval and allocation of funds by the Board of Education. BCPS reserves the following rights; to award the contract as described in this specification in part or whole, to award a contract, to purchase as may be required during the contract period and to not purchase any of services indicated. BCPS does not guarantee that the estimated annual expenditures indicated on the invitation for bids page will be met or exceeded, nor can BCPS guarantee any minimum dollar amount to an Award Bidder.

1.12 Safety Efforts

Every effort is to be made to insure the safety of all individuals in the delivery of parts/materials. All work to include deliveries is to be handled in complete compliance with OSHA and MOSH requirements and all current county and state codes.

2 CONTRACTOR / BIDDER RESPONSIBILITIES

The Award Bidder shall be responsible for providing all parts and materials required to perform repair services, and provide the necessary supervision to accomplish the services requested and required. In the event any item(s) is not specified, but is required, the bidder must include these at the agreed upon cost mark-up.

The Award Bidder(s) shall provide repair service for Kitchen Equipment as requested during the entire twelve (12) month period, which may occur during weekends and holidays in emergencies.

**2.1 Equipment**

The Award bidder(s) shall provide repair services and parts for mechanical equipment to include but not limited to the following:

- |  |                                      |
|--|--------------------------------------|
| Traulsen                                 | Colorpoint Refrigeration             |
| Bev-Air Milk Coolers                     | Delfield Refrigeration               |
| Harford Walk-In Refrigerators            | Kelvinator Chest Freezers            |
| In-Line Milk Coolers, Low Temp           | Bev-Air sandwich Unit Coolers        |
| McCall Reach-In Refrigerators & Freezers | Victory Refrigerators & Freezers     |
| Norlake Refrigerators                    | Continental Refrigerators & Freezers |
| Silver King Refrigerators                |                                      |

**2.2 Original Equipment Manufacturer**

The Award Bidder(s) shall provide Original Equipment Manufacturer (OEM) parts or obtain BCPS approval prior to using other than OEM parts.

**2.3 Award Bidder Office Hours**

The office of the Award Bidders must be open to receive service calls and to follow up on work in progress from 7:30 AM until 4:30 PM, Monday through Friday. All requests for service must come from the Office of Food and Nutrition Services.

**2.4 Repair Request Response Time**

**The award bidder(s) will respond to all repair calls within twenty-four (24) hours.**

**Response to emergency calls, health / safety issues shall be within two (2) hours of notification.**

If response is not possible within the two (2) hour or twenty-four (24) hours requirement, BCPS OFNS shall be notified **immediately** of the anticipated time of arrival. BCPS reserves the right to use any vendor for the repairs if in their judgment the repairs cannot wait for the Award Bidder(s) arrival.

**2.5 Bidder Point-of-Contact**

Bidder(s) will **submit with the bid proposal**, the name of the service manager and emergency telephone numbers [home, office, or cell], **and NOT AN ANSWERING SERVICE.**

**2.6 Parts Inventory / Available Parts**

Award bidder(s) shall have sufficient parts carried on their trucks to assure that at least fifty percent (50%) of the repairs can be completed at the time of the first call.

**2.7 Normal Business Hours**

2.7.1 Hours of Operations

Secondary Schools: 6:30 A.M. until 2:00 PM

Elementary Schools: 8:00 A.M. until 2:00 PM

(The Elementary School Cafeteria may be open earlier than indicated. The Award Bidder may contact the Base Kitchen manager to schedule repairs at an earlier time.)

#### 2.7.2 Repair Past Normal Hours

If a Technician is at the school location at the end of the normal hours of operation, repairs may continue until 5:00 PM after notification to the Office of Food and Nutrition Services. Technicians must have been on the premises at least one (1) hour prior to the end of the scheduled hours of operation in order to stay and complete the repairs.

#### 2.7.3 Non-Normal Hour Requests

As the situation may dictate, the Award Bidder(s) may be called in after the regular school day to make necessary repairs. BCPS reserves the right to determine the time made available for repairs. The Award Bidder's "regular hourly rate" for repairs shall cover regular hours between 6:30 AM to 5 PM; and the "overtime hourly rate" shall cover the overtime hours between 5 PM and 6:30 AM and Weekends (5 PM Friday through 6:30 AM Monday).

#### 2.7.4 Job Number Assignment

When a request is made for service, the OFNS will assign a job order number beginning with the letter "M", the asset number, a description of the equipment, and a brief description of the problem.

### 2.8 Service Ticket

#### 2.8.1 Service Ticket Information

The service ticket shall clearly indicate the following information:

- Manufacturer
- Model Number and Serial Number of Equipment repaired.
- Time the work started
- Time the work is completed
- Itemization of the work performed
- Parts required
- Signature of technician performing the services
- Technicians employee number next to the technicians signature
- The OFNS "Job Number" must be placed on the Service Ticket
- The equipment asset number must also be place on the Service Ticket and referenced on the invoice

2.8.1.1 Leaving the Work Site

If a Technician leaves the job site, to obtain parts or for any other reason, the departure/arrival time must be noted on the Service Ticket.

2.8.1.2 Completed Repairs

The status of the work / repair performed must be written on the Service Ticket. Technician MUST sign the Service Ticket. A copy of the signed Service Ticket must be left with the Kitchen Manager.

2.8.1.3 Incomplete Repairs

When repair is not complete, the Technician must leave some form of written documentation with the Kitchen Manager as to the status of the repair to include but not be limited to; work is not complete and parts must be ordered and/or the expected completion date of work

2.8.2 Kitchen Manager Not Available

If the Kitchen Manager has left for the day and/or is not available, the Technician will affix a copy of the Service Ticket to the Cafeteria Manager's Office Door.

2.8.3 Original Service Ticket

**The original copy of the signed Service Ticket must be attached to the invoice in addition to a brief (typed) explanation of work performed. These service tickets and respective invoice must be sent to the OFNS. A Duplicate copy of the signed Service Ticket must be left with the manager/person-in-charge at the school. It is important that the original copy of the Service Ticket provided to the OFNS, be written clearly. The actual Invoice must be typed.**

2.8.4 Service Ticket and Invoice Form

**A sample copy of the bidder's service ticket and invoice form must be submitted with the bid. BCPS OFNS must approve this form prior to it being used.**

2.8.5 Equipment History

The award bidder(s) is required to maintain a history of repairs on any piece of equipment during the term of the contract so that we can be notified of repeated service calls.

2.9 EPA Compliance

All vendors must comply with all existing Federal, State, and Local regulations.

3 QUALIFICATION(S) OF BIDDER

To be responsive to this solicitation, the bidders **shall** be factory authorized by at least two (2) of the Manufacturers of the Mechanical Equipment listed below to perform warranty work. **Bidders must provide with their bid/proposal, documentation from the Manufacturer verifying this authorization.**

3.1 License

**Bidders must be licensed to do business in the State of Maryland and must provide a copy of licenses with the bid proposal.**

3.2 Verification of Bidder's Experience

Bidders, who cannot provide verification of having the required experience and resources to provide the repair service as determined by BCPS, and not necessarily industry standards, will not be considered. BCPS prefers that participating bidders have been in business at least five (5) years repairing Food Services Mechanical Equipment of similar and volume of work.

Upon request of BCPS, the Award Bidder(s) may be required to submit evidence of the following:

3.2.1 Certificate / Letter of Authorization

All bidders **must** submit a copy of the authorization as approved to perform work as issued by at least two of the manufacturer and/or the manufacturer's designee.

3.2.2 Permanent Place of Business

The Award Bidder may be required to provide evidence that they maintain a permanent place of business with the proper equipment and facilities necessary to complete maintenance and repairs in a timely fashion.

3.2.3 Certification, Licenses and Training

The Award Bidder may be required to provide evidence that their company and their employees possess the appropriate certification, licenses and training required and necessary to work on Mechanical Equipment.

3.2.4 Employee Training

The Award Bidder may be required to provide evidence that their employees have the proper training and appropriate experience to execute various types of repairs to the following manufacturer equipment;

- |  |                                      |
|--|--------------------------------------|
| Traulsen                                 | Colorpoint Refrigeration             |
| Bev-Air Milk Coolers                     | Delfield Refrigeration               |
| Harford Walk-In Refrigerators            | Kelvinator Chest Freezers            |
| In-Line Milk Coolers, Low Temp           | Bev-Air sandwich Unit Coolers        |
| McCall Reach-In Refrigerators & Freezers | Victory Refrigerators & Freezers     |
| Norlake Refrigerators                    | Continental Refrigerators & Freezers |
| Silver King Refrigerators                |                                      |

3.3 Investigation(s) of Bidder's Capability

BCPS may conduct any necessary investigation to determine the ability of the bidder to fulfill the requirements of the contract. Bidders shall furnish to BCPS all such information and data 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. Bidders who cannot provide the required services (as

determined using criteria developed by BCPS and not necessarily industry standards) will not be considered. Bidders who have no prior similar experience will not be considered. BCPS expressly reserves the right to reject the proposal of any bidder if the investigation discloses that the bidder, in the opinion of BCPS, has not properly performed previous contracts or has habitually and without just cause neglected the payment of bills or has otherwise disregarded his obligations to subcontractors, material suppliers, or employees.

**3.4 Review of Prior History**

In determining the qualifications of a bidder, BCPS will consider the Bidder's record and performance on any prior contracts with BCPS as to the quality and the acceptability of bidder's services. Failure of a Bidder to complete a contract for BCPS, or failure of a Bidder to complete a contract for BCPS on time, is just reason for rejection of their bid. Additionally, failure of a Bidder to complete a contract or to complete a contract on time with any Federal and/or State and/or County departments or agencies, or with other public bodies or schools within the past twelve (12) months is just reason for rejection of the bid.

**3.5 Repair Parts Inventory**

Bidders are required to submit evidence that they maintain an inventory of repair parts typically required to execute various types of preventative maintenance and repair services. In order to be evaluated to determine if Bidder is responsible this information may be requested by BCPS.

**3.6 References**

Bidders shall also provide at least three (3) names of contact persons and phone numbers of references of similar sized and scope contracts during the past eighteen (18) months--on the "REFERENCES" form provided. You may include BCPS as one (1) of the three (3) required references. Additional references may be provided on company letterhead.

**3.7 Vehicles**

Vehicles used by the award bidder(s) must be clearly marked with the name of the company and any required license number(s) for ease of identification on school property.

**3.8 Certified Technician Form**

All Bidders shall complete and return the "Certified Technician Form" **[ATTACHMENT 1]** with their proposal. 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:

**3.8.1 Full Time Employee Information**

Provide the name and date of hire for each full time (not contractual) individual, currently employed by the firm, who will be used on any BCPS project.

**3.8.2 Affirmation**

Sign the form affirming that these are full time properly trained, experienced, and certified employees and not part time, contractual, or temporary employees.

## **4 AWARD BIDDER EMPLOYEES**

### **4.1 Certifications**

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" with their bid.

### **4.2 Removing Technician(s)**

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 Adding Technician(s)**

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 Employee Information to Submit**

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

#### **4.3.2 Certifications/Licenses**

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

#### **4.3.3 Notification to BCPS**

BCPS must be notified of Award Bidder(s) intent to replace worker within fourteen (14) days of original workers departure.

### **4.4 Non-Approved Employee**

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

### **4.5 Demonstration of Training/Experience**

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

### **4.6 Employee Photograph**

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

### **4.7 Professionalism**

BCPS requires that all work be completed utilizing "professional workmanship". The following shall be considered cause for immediate termination of the contract for behavior considered "unprofessional".

4.7.1 Response to Multiple Sites

The Award Bidder(s) must maintain sufficient employees to respond to multiple repair calls within the stated time requirements for BCPS.

4.7.2 Qualified Personnel

Failure of the Award Bidder(s) to utilize qualified personnel to perform work at BCPS sites as specified may be cause for termination of the contract. Individuals at the BCPS sites shall:

4.7.2.1 Interaction with Staff & Students

Refrain from any comments or gestures to the students, staff, and/or fellow workers that could be interpreted as inappropriate.

4.7.2.2 Attire / Uniform

Be dressed appropriately to work in a "school environment" with students and staff. All employees shall prominently display the name of their company on a shirt or name badge.

4.8 **Sub-Contractor(s)**

4.8.1 Proposed Sub-Contractors

Prior to the use of sub-contractors by the Award Bidder(s) in any BCPS facility, they must first be approved by BCPS. **The bidders shall submit with the bid proposal a list of subcontractors that will be employed** and utilized for electrical/plumbing work (if required), their place of business, and such other information as requested by the bid specifications and/or BCPS. The information may be used in considering the potential performance capabilities of the sub-contractor(s). It shall be the responsibility of the Award Bidder to update this list. The use of non-approved sub-contractor(s) by the Award Bidder(s) shall be cause to suspend or terminate the contract.

4.8.1.1 BCPS Approval of Sub-Contractor(s)

If at any time during the term of the contract, Sub-Contractors need to be utilized by the award bidders; they must first be approved by BCPS.

4.8.1.2 Qualifications of Sub-Contractor(s)

Sub-contractors must be licensed to do work in the State of Maryland and hold the required plumbing and electrical licenses.

4.8.2 Award Bidder Control of Contract

The Award Bidder(s) shall give their constant attention to the faithful execution of this contract, shall keep the same under their control, and shall not assign by power of attorney or otherwise, the work or any part thereof without the prior written consent of the Purchasing Manager or Purchasing Agent.

## 5 TERM(S) OF CONTRACT

The resultant contract will be awarded for 3 years with two one-year options.

### 5.1 Effective Term: From

The initial term of this contract shall be from the time of BCPS School Board approval/contract execution through June 30, 2015. This will be a thirty-six (36) month contract, effective July 1, 2012 through June 30, 2015 and prices shall remain in effect from the date of the bid opening for the term of the contract.

As a multi-year contract, the contract shall be contingent upon appropriation funding from the State and Federal Lunch Programs. In the event appropriation funding is not provided for the next fiscal year or years, the contract shall be canceled without any liability to BCPS.

### 5.2 Effective Term: Until

Until: June 30, 2015. Following approval of the award by the Board of Education and contract execution the initial/first purchase order will be issued (sometime in July 2012).

### 5.3 Contract Execution

A contract document will be issued to the Award Bidder(s) for the term of the contract. The signed contract document must be returned prior to the start of any work. Failure to return the signed contract document in the allotted time will be cause for the award of contract to be canceled and awarded to the next responsive and responsible bidder.

### 5.4 Contract Termination

BCPS reserves the right to terminate the contract for convenience at any time by providing the Award Bidder thirty-(30) days prior written notice.

### 5.5 Start Date

Service Delivery will start request after receipt of Purchase Order.

### 5.6 Year-End Closeout and Invoicing

No job numbers will be issued the last two (2) weeks of June. **All invoices must be received by the end of the third week in June by OFNS.**

### 5.7 Contract Renewal Option

BCPS reserves the right to extend the terms and conditions of the subsequent contract for two (2) additional one (1) year periods. One hundred, twenty (120) days prior to the end of the contract period, BCPS and the Award Bidders will meet and/or confer to review the contract to make the determination to extend the contract term.

## 6 PRICING

### 6.1 Annual Pricing

Bidders are requested to submit pricing as indicated on the attached Price Proposal Page **to include cost for each year of the contract**, for Preventative Maintenance, and Repair of Refrigeration Equipment.

## 6.2 Area Pricing

For the purpose of this solicitation, the OFNS has divided the schools/buildings into two (2) geographical areas.

### 6.2.1 Hourly Rate - Normal Business Hours

A "Regular Hourly Rate" will be in effect from 6:30 AM until 5:00 PM, Monday through Friday, for all Kitchen Equipment (Refrigeration and Mechanical). This rate is for any (1) individual on site working. **All hourly rates (regular and overtime) shall be inclusive of all overhead, salaries, and profit.**

### 6.2.2 Overtime Hourly Rate – Non-Normal Business Hours

An "Overtime Rate" in effect from 5:00 PM through 6:30 AM and Weekends, 5:00 PM Friday through 6:30 AM Monday, shall be proposed. **The overtime rate shall be inclusive of all overhead, salaries, and profit. ALL overtime must be approved in advance.** (This rate will not be included in the evaluation of the bid award.

### 6.2.3 Parts Mark-Up

Provide a Percentage of Mark-up or Markdown of repair parts. The mark-up/down is exclusive of shipping and handling charges with the exception of special order of parts for BCPS requiring special delivery/overnight, etc. with the authorization of BCPS OFNS. Manufacturer List Price documentation is required for any parts over \$150.00

### 6.2.4 Special Orders for Parts

Special orders for parts needed must be approved in advance by BCPS. BCPS will pay all shipping, handling, delivery and/or overnight charges for parts required or needed overnight or through expedited delivery.

### 6.2.5 Travel Time

OFNS shall reimburse at ½ the regular hourly rate for travel expense to each work location. If the equipment is not fixed during the initial visit, the award bidder will not be reimbursed a second travel time to return to the same location under the same job number and/or for the same repair.

### 6.2.6 Working Hours

"Working Hours" are those hours the employees are actually on site working. This excludes time spent retrieving parts, lunch time and/or breaks.

### 6.2.7 Transfer of Refrigeration Equipment

The award bidder must have the ability to transfer refrigeration equipment between BCPS locations without additional fees or truck rental costs charged to BCPS. Normal hourly rates and travel charges will apply.

## 7 METHOD / AWARD OF CONTRACT

The award of contract will be made to the responsive and responsible bidder(s) meeting all specifications and **offering the most favorable “regular hourly rate” and “percentage mark-up/down on parts”** for the repair of Kitchen Equipment for **each geographical area**.

### 7.1 Award Consideration

The award will take into consideration the past performance for BCPS, the ability to respond to multiple service calls and the overall demonstrated capabilities of the bidder.

Bid proposals will be evaluated and awarded based on a weighted average:

45%	Preventative Maintenance
40%	Regular Hourly Rate
15%	Material(s) Mark-Up / Mark-Down

### 7.2 Computed Cost

BCPS reserves the right to make award as follows and in the best interest of BCPS:

- (1) Each area may be awarded separately
- (2) A singular bidder can be awarded both areas based on their aggregate total.

### 7.3 Other Evaluative Consideration(s)

While pricing will be given primary consideration in evaluation of all proposals meeting specifications, time of the essence. The successful bidder(s) must be able to document their ability to complete the work on time.

## 8 BID OPENING

### 8.1 Names & Prices

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 receive a copy of the Bid Tabulation as an attachment to their copy of the letter(s) of intent to award.

### 8.2 Evaluation

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

### 8.3 Proposal/Bid Review

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

## 9 PREVENTATIVE MAINTENANCE (PM)

Preventive Maintenance shall be for the cleaning of condensers on all Refrigeration Equipment located in the Schools, Buildings, and kitchens. Additional repair recommendations should be noted on the service ticket.

### 9.1 PM Services Included

- Clean all air cooled condensers using, Co2, Nitrogen, or compressed air along with brushing. DO NOT USE ANY AEROSOL COIL CLEANERS.
- After cleaning condensers, vacuum debris from surrounding area
- Tighten all electrical connections, contactors, and relays.
- Check all voltages and record
- Verify temperature of each unit
- Walk-In Refrigerators and Refrigerators: inspect all evaporator fans. If they require extensive cleaning or chemical cleaning, call the OFNS for approval and job number.

### 9.2 PM Time Frame

Preventative Maintenance will take place during the school year, September 1 through May 30.

### 9.3 PM Schedule

The OFNS and the award bidder(s) will develop a mutually agreed upon schedule of locations where preventive maintenance shall be performed each month. This schedule will be established after the approval of the award of contract and prior to July 1, 2012.

#### 9.3.1 PM Frequency

Preventive maintenance shall be performed to the refrigeration equipment at each location a minimum of two (2) times per year.

#### 9.3.2 Service Performance

These contract services should be performed during normal working hours. (see specification paragraph 2.7)

### 9.4 Documenting Service

- 9.4.1 All preventive maintenance performed **must be documented on the award bidder's service ticket**. The service ticket shall be signed on site by the manager, person-in-charge, designee, or school Custodian. The technician's **original service ticket and invoice** shall be sent on a **monthly basis** to the OFNS. A copy of the service ticket will be left with the manager or person-in-charge at the school.

### 9.5 Preventative Maintenance Status Report

The OFNS will provide a three-part "Preventative Maintenance Report" form to be completed by the Award Bidder(s) and returned with the Service ticket and Invoice. (a copy of the form is attached...ATTACHMENT 2)

### 9.6 Reporting a Problem

At the time of preventative maintenance, should an operational problem be detected that should be addressed immediately, the Service Technician should notify his company, and the OFNS should be notified immediately.

### 9.7 Equipment Stickers

Award Bidder(s) will be required to place a "sticker" on each piece of refrigeration equipment when preventive maintenance has been performed, indicating award bidder(s) name, date, and initials of technician(s). A new sticker should replace or cover an old sticker.

## 10 REPAIRS

### 10.1 Refrigeration Equipment

All repair charges shall be based on the prices in the contractor's bid/proposal

### 10.2 Repairs Exceeding Four-Hundred Dollars (\$400)

Should the award bidder(s) determine that the repair of a piece of refrigeration equipment may exceed a total of \$400.00 (including major parts only and including the percentage mark up/down for parts and labor at the regular hourly rate), the OFNS shall be notified by calling (410) 887-7855, followed by a fax, (410-887-7887) with a detailed explanation and proposal. The cost of the repair should be inclusive of all items needed to complete the job, including a mark-up/down for parts, taxes paid by the vendor for parts and exclusive of shipping and handling cost with the exception of special order of parts for BCPS requiring special delivery/overnight, etc., with the authorization of BCPS OFNS.

### 10.3 Invoicing

BCPS should receive no more than two (2) invoices for each job number (service call). The total amount for each job number cannot exceed \$400 without an accepted signed proposal.

### 10.4 Call-Backs

Callbacks for the same problem are under warranty for sixty (60) days. If the problem is not related to the problem of the original call (job number) then a new job number must be requested and issued.

### 10.5 Notice "TO" or "NOT TO" Proceed

The OFNS will issue a written authorization to be sent via fax to the award bidder to either proceed with or cancel the repair. **No further work shall proceed without authorization of BCPS OFNS.**

**10.6 Un-Authorized Repairs**

If the repair is not authorized, BCPS may not reimburse the award bidder for the repair. Under no circumstance will BCPS reimburse the award Bidder for more than one (1) hour [for un-authorized work] at the "regular hourly rate" for the diagnosis.

**10.7 Second Opinion - BCPS Reserved Right**

BCPS reserves the right to obtain a second opinion regarding the diagnosis of a repair by the award bidder.

**11 REIMBURSEMENT FOR MATERIALS**

The award bidder(s) is to provide an itemized service ticket and invoice with the materials listed and provided for the Preventative Maintenance & Repair of Refrigeration Equipment. This list is to be priced at the award bidders cost (including tax), plus a % markup/down (the mark-up/down is exclusive of shipping and handling charges). Materials that are incorporated in the repair of this equipment are not exempt from Maryland State Sales or Use Tax. The award bidder(s) shall be responsible for paying such taxes when purchasing said materials. **This invoice must be sent with the original service ticket and a copy of the invoice from the award bidder's supplier(s). This is required for items with a value of \$150.00 or more.**

**12 STATUS REPORT(S)**

**12.1 Job Status**

The Award Bidders must provide a **job status** report to the OFNS each Friday morning, no later than 11:00 AM. A report listing all open job numbers and a brief status report must be faxed to the OFNS (410) 887-7887 to a person designated by the OFNS.

**12.2 Financial**

The Award Bidder(s) should provide a monthly report listing all invoices paid and un-paid.

**13 GUARANTEES**

**13.1 Work, Labor & Parts**

The award bidder(s) shall guarantee the quality of all repair work, labor, and parts, for a period of sixty-(60) days and part must carry the manufacturer's warranty. Any adjustments or repeat service call at the same location for a similar/same operational defect (within the sixty-(60) day period) shall be provided at no additional cost to BCPS.

**13.2 Parts Warranty - Free From Defects**

The Award Bidder(s) shall warrant that all the new and/or replacement parts shall be free from defects. The Award Bidder(s) agrees that any replacement and/or adjustments made necessary because of such defects shall be made promptly, without cost for parts or labor, and to the satisfaction of BCPS.

**13.3 Manufacturer's Agent**

The Award Bidder(s) shall act as the manufacturer's agent for all warranty claims.

**14 ENVIRONMENTAL REGULATIONS**

The Award Bidder(s) shall be responsible for the removal and disposal of all "old" compressors, condensers and evaporators being replaced with new units and any related materials in accordance with all EPA (County, State and Federal) regulations. The Award Bidder(s) shall also be responsible for the removal and disposal of all "hazardous waste" not limited to, but including, oil and Freon removed from these units, in accordance with all County, State, and Federal EPA regulations.

**15 EQUIPMENT REPLACEMENT**

If a determination is made that certain equipment will require costly and extensive repairs above that required in normal maintenance due to age of the equipment or unusual circumstances, it may be replaced following joint review by the OFNS and the Award Bidder(s). Any equipment that has deteriorated due to age will be replaced by the OFNS through existing equipment bids and depending on available funds.

**16 INVOICES**

An invoice must be prepared in duplicate for **each BCPS job order number. The blanket purchase order number, asset number and job number must be referenced on the invoice. INVOICES FOR WORK COMPLETED AT THE END OF THE MONTH MUST BE RECEIVED BY OFNS NO LATER THAN THE 6<sup>TH</sup> OF THE NEXT MONTH. BCPS will not accept the service ticket as the invoice. The original service tickets must be attached to each invoice.**

**16.1 Blanket Purchase Order**

The "blanket" purchase order document will be issued to cover, (1) Contract and Kitchen Equipment Repairs "regular hourly rate" portion of the contract based on the number of hours per year used in determining the award. The dollar amount on this purchase order will increase as necessary.

**16.2 Payment**

Payment for service will only be authorized for invoices identified by the appropriate purchase order, asset number, job number, and service ticket attached.

**16.3 Review of Cost – Invoice Review**

Invoices will be reviewed for work completed and cost of material. If the determination is made that, the cost appears to be excessive. BCPS reserves the right to review the award bidder(s) actual cost. Each invoice must have an itemized service ticket that has been signed by the technician and school personnel.

**16.4 Forwarding Invoices**

All invoices will be forwarded to:

BCPS Office of Food and Nutrition Services  
1946 Greenspring Drive, Suite "R"  
Timonium, MD 21093

**17 WAIVER OF JURY TRIAL {remove as this is in PART I}**

The Contractor and Board hereby waive trial by jury in any action or proceeding, to which the Board and/or the Contractor 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. The Board knowingly, willingly, and voluntarily makes this waiver and the Contractor and the Board and the Contractor 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 Contractor further represent and warrant that they have been represented or have had the opportunity to be represented, in the signing of the agreement and in the making of this waiver by legal counsel, selected of their own free will, and that they have had the opportunity to discuss this waiver with counsel.

## 18 INQUIRIES

### 18.1 When and How

No interpretation of the meaning of the plans, specifications, or other contract documents will be made to any bidder orally. To be given consideration, inquiries must be received at least seven (7) business days prior to the date fixed for the opening of bids, so that they may be responded to in a timely fashion. The bid number must be referenced on all correspondence.

**All written inquiries [of the individuals listed below] must also be either forwarded to or copied to Melvin E. Burley.**

### 18.2 Inquiries Regarding the Solicitation

Any inquiries regarding the "SOLICITATION" and/or in this bid shall be **IN WRITING** to Melvin E. Burley. Inquiries shall be either faxed to (410) 887-7831 or e-mail to [mburley2@bcps.org](mailto:mburley2@bcps.org) and **not called** into the office or left in the form of a telephone message.

### 18.3 Inquiries Regarding the Technical Specifications

Any inquiries regarding the "TECHNICAL SPECIFICATIONS" and/or in this bid shall be **IN WRITING** to John Salerno, OFNS Facilities and Equipment Supervisor, shall be either faxed to (410) 887-7887 or e-mail to [jsalerno@bcps.org](mailto:jsalerno@bcps.org) and **not called** into the office or left in the form of a telephone message.

### 18.4 Inquiries Regarding MBE Participation

Any inquiries regarding the "MBE PARTICIPATION" in this bid shall be directed to Melanie Webster at [mwebster@bcps.org](mailto:mwebster@bcps.org) and/or to FAX: (410) 887-7831. Receipt must be verified.

## 19 ADDENDA AND/OR EXPLANATION OF BID SPECIFICATIONS

### 19.1 Changes

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

### 19.2 Verification of Receipt of Addenda

It is the bidder's responsibility to verify receipt of all addenda. Failure of any bidder to receive any addenda or interpretation shall not relieve that bidder from any obligations

under this bid and as amended by all addenda. All addenda so issued shall become a part of the award and contract documents.

**20 BONDING AND CERTIFICATE OF INSURANCE**

For additional information about bonds, see Part I, Terms and Conditions, Section 5

**20.1 Bid Bond**

A BID BOND IS NOT REQUIRED FOR THIS SOLICITATION

**20.2 Performance and Payment Bond**

A **performance bond shall be required** for this contract for fifty percent (50%) of the estimated yearly contract price to cover faithful performance of the contract.

**20.3 Certificates of Insurance**

20.3.1 The Certificate(s)

Certificates of insurance shall be made out in the name of the "**Board of Education of Baltimore County**". The notification of any change in status of the insurance shall be provided to the Contracting Assistant, 1940 Greenspring Drive, Suite G, Timonium, MD 21093.

20.3.2 To the Attention

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

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

20.3.3 Additional Named Insured

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

20.3.4 Cancellation

The Certificates of Insurance cancellation notice shall read:

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

**NOTE: ALL other wording shall be deleted.**

20.3.5 Failure to Execute

If Award Bidder fails to execute and deliver the signed Contract and Certificates of Insurance within ten (10) business days from receipt of the Contract, BCPS may exercise its right to rescind the award and award to the next lowest, responsive and responsible bidder. Failure to provide required documents may also result in forfeiture of any security deposit submitted [where applicable], as liquidated damages for such failure or refusal.

20.3.6 Cost

The cost of Insurance shall be included in the part(s) and material(s) cost.

**21 SMALL BUSINESS AND/OR CERTIFIED MINORITY BUSINESS ENTERPRISES**

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

**21.1 SBE/MBE Goal**

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

**21.2 Definitions**

**21.2.1 Minority Business:**

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

- African Americans
- Alaskan Native
- American Indians
- Asians
- Hispanics
- Women

Physically or Mentally Disabled Individuals; or  
 A non-profit entity organized to promote the interests of physically or mentally disabled individuals

**21.2.2 Certified MBE**

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

**21.2.3 Small Business**

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

**21.3 SBE/MBE Utilization Affidavit**

A completed Small and Minority Business Enterprise Utilization Affidavit should accompany each proposal/bid submitted in response to this solicitation to include a submittal from a certified minority business enterprise.

**21.4 SBE/MBE Documentation to Submit with Proposal/Bid**

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

21.4.1 Statement of Intent

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

21.4.2 Request for Waiver

A Request for Waiver (if necessary) with supporting documentation, which represents a good faith effort by the bidder to obtain the SBE/MBE participation goal but it was unable to be obtained, or was unable to be obtained at a reasonable price, and that the public interest is served by a waiver. If the bidder is unable to achieve the contract goal of 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:

21.4.2.1 Statement of Efforts

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

21.4.2.2 Statement of Efforts – 10 Days Prior to Due Date

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

21.4.2.3 Personal Contact

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

21.4.2.4 Record of Contact

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

21.4.2.5 Information provided to SBE/MBE

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

21.4.2.6 SBE/MBE Assistance Activity

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

21.4.2.7 Publicizing Activity

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

21.4.2.8 Meetings

Other meetings scheduled by the MBE Liaison or designated representative;

21.4.2.9 Explanation of Unacceptability

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

21.4.2.10 List of those Unavailable

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

21.4.3 Liaison Review

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

21.4.4 Liaison Assistance

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

**22 BID SUBMISSION**

**22.1 Return of bids to:**

BALTIMORE COUNTY PUBLIC SCHOOLS  
 OFFICE OF PURCHASING  
 MBU-517-12 ATTN: Melvin E. Burley  
 1940 Greenspring Drive, Suite "G"  
 Timonium, MD 21093

22.1.1 Marking Proposal

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.

22.1.2 Bid Delivery

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

**22.2 Documentation to Return with Proposal**

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

22.2.1 Price Proposal

Part III, Pages 1 of 15 through 5 of 15

22.2.2 Acknowledgement of Addenda

Part III, Page 6 of 15 --- 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.

22.2.3 Proposal Sheet

Part III, Page 7 of 15 --- Complete, sign, and return with bid.

22.2.4 Small Business Enterprise Affidavit

Part III, Page 8 of 15 --- If applicable, complete sign and return with bid

22.2.5 State of Maryland Anti-Bribery Affidavit

Part III, Page, Page 9 of 15 --- BCPS receives funding from various sources. In order to maintain this funding, BCPS must have the required affidavits on file with each bid. Complete, sign and return with bid.

22.2.6 State of Maryland Tax Certification

Part III, Page 10 of 15 --- BCPS receives funding from various sources. In order to maintain this funding, BCPS must have the required affidavits on file with each bid. Complete, sign and return with bid.

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

Part III, Page 11 of 15 --- BCPS receives funding from various sources. In order to maintain this funding, BCPS must have the required affidavits on file with each bid. Complete, sign and return with bid.

22.2.8 Minority Business Utilization Affidavit

Part III, Pages 12 of 15 --- Complete, sign, notarize, and return with bid.

22.2.9 References

Part III, Page 13 of 15 --- Complete, sign and return with bid

22.2.10 Board of Directors - Diversity Affidavit

Part IV, Page 14 of 15 --- Sign and return with bid.

22.2.11 No Bid Sheet

Part III, Page 15 of 15 --- This page should be returned if you are not participating in the bid.

22.2.12 Bidder Point of Contact / Emergency Contact Person

Bidders should indicate/provide the name and contact information on their point of contact for this contract/ emergency contact person(s). Information provided should include telephone number, fax number, e-mail address and cell phone number and/or after hours telephone number(s)

22.2.13 Small Business Enterprise (SBE) / Certified Minority Business Enterprise (MBE) Procedures for Baltimore County Funded Contracts

ALL BIDDERS MUST COMPLETE AND SUBMIT, with their Bids/Proposals, the SBE / MBE for Baltimore County Funded Contracts. Although these forms are included in the Solicitation, a copy is attached for your convenience in submitting the required information; Part V ALL.

22.2.14 Bond(s)

NO Bid Bond Required.

22.2.15 "Repair Service Ticket Form"

All Bidders should include in their bid a sample copy of their Repair Ticket Service and/or Service Form.

22.2.16 Sample Invoice

All Bidders should include in their bid a sample copy of their Invoice.

22.2.17 Licenses

All Bidders must submit copies of ALL LICENSES held for doing business in the State of Maryland.

22.2.18 Documentation from Manufacturers

Authorization to perform warranty work.

22.2.19 All Other Documentation

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

**22.3 Proposal/Bid Copies to Submit**

All proposals shall be submitted in duplicate, an original and one copy. The "copy" shall include copies of all forms, affidavits, and bonds.

## 23 BIDDER INFORMATION -- REQUIRED

BCPS' Office of purchasing is pleased to inform ALL Bidders and potential contractors that we are moving forward into a fully automated purchase environment, a change that will ultimately replace our current system. Our Vendor Self Service system is now operational.

### 23.1 Vendor Self -Service

ALL Bidders are advised that the Baltimore County Public Schools has a new "Vendor Self-Service" available to all interested bidders. **IMPORTANT— ONE TIME ONLY— ALL COMPANIES SHALL** do the following to register with BCPS. Failure to register may result in rejection of the bid as non-responsive:

- 23.1.1 Go to our website at [www.bcps.org](http://www.bcps.org)
- 23.1.2 **Click** onto "Offices"
- 23.1.3 **Click** onto "Purchasing Office"
- 23.1.4 **Click** onto "Vendor Self-Service"

At the TOP OF THE PAGE

- 23.1.5 **Click** on "Creating a New Account" OR "Update Your Existing Account"

PRINT THE INSTRUCTIONS

- 23.1.6 **Click** back on your Internet Browser "Back"
- 23.1.7 **Click** on "Register" and follow the instructions you have printed.
- 23.1.8 **Complete** the application. Record your User ID and Password for future use.

### 23.2 Website Access

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

### 23.3 Feedback

Your feedback is important to us. To give us your impression of this registration site, or for assistance in enrolling in Vendor Self Services, call us at 410-997-7817, e-mail us or visit us at our office in Timonium Support Service Campus. 1940 Greenspring Drive, Suite "G". We want to know how we might improve the process. Additionally, at our web site you will find the most current posting of the latest solicitations and the most current information and the most current information about our department as we move forward with the new approach to doing business with BCPS.

**END OF PART II**

**PART III- FORM OF PROPOSAL**  
 (SUBMIT ONE ORIGINAL ONLY)

**1 PRICE PROPOSAL**

**1.1 Bidder Agreement**

DATE: \_\_\_\_\_

PROJECT TITLE: **MAINTENANCE & REPAIR OF REFRIGERATION EQUIPMENT**

BCPS BID NUMBER: **MBU-517-12**

BID SUBMITTED BY: \_\_\_\_\_

REGISTERED MARYLAND CONTRACTOR NO: \_\_\_\_\_

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

**1.2 Costs Declaration**

As the duly authorized representative of the firm, I hereby declare that I have carefully examined the Part I: Terms and Conditions, Part II: Specifications - General Requirements, and addenda provided with the specifications, including all notes. I have reviewed the current cost of the parts and materials identified to verify prices/costs provided and have noted the work to be done under the scope of this solicitation. I have received clarification on all items upon which any doubt arose. I understand that all these forms are part of the contract, and agree to complete all work as required and as specified. The undersigned hereby agrees to furnish all plant, labor, materials, supplies, equipment and other facilities necessary and proper for the provision and delivery of all vehicle parts and materials and can meet the defined schedules agreed upon and as may be reflected in the solicitation.

**1.3 Withdrawal of Solicitation**

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

**1.4 Conditional Bids/Proposals**

**Conditional bids/proposal will not be accepted**

**1.5 Method of Award**

Award will be made Per Area to a single bidder. A single bidder may be awarded both Areas based on their aggregate cost. Award will be made in the best interest of BCPS.

\_\_\_\_\_  
 (Signature of Bidder)

\_\_\_\_\_  
 (Date)

**2 COST**

**2.1 Area I – Pricing Preventative Maintenance**

2.1.1 Preventative Maintenance – Elementary

	YEAR 1	YEAR 2	YEAR 3
Annual Fixed Rate Per Site	\$ _____	\$ _____	\$ _____
Twice-Yearly Fixed Rate Per Site			
62 X 2 =	\$ _____	\$ _____	\$ _____

Total Preventative Maintenance All 3 Years [A] \$ \_\_\_\_\_

2.1.2 Preventative Maintenance – Secondary

	YEAR 1	YEAR 2	YEAR 3
Annual Fixed Rate Per Site	\$ _____	\$ _____	\$ _____
Twice-Yearly Fixed Rate			
25 X 2 =	\$ _____	\$ _____	\$ _____

Total Preventative Maintenance All 3 Years [B] \$ \_\_\_\_\_

**Total Preventative Maintenance Cost for Area 1 ALL 3 YEARS=A+B [C] \$ \_\_\_\_\_**

**2.2 Hourly Rate for Service Calls**

	YEAR 1	YEAR 2	YEAR 3
Hourly Rate Per Year	\$ _____	\$ _____	\$ _____
Hourly Rate Times 700 Estimated Hours	\$ _____	\$ _____	\$ _____

Total All 3 Years [D] \$ \_\_\_\_\_

**2.3 Area 1 – Material Mark-Up / Mark Down**

2.3.1 % Mark-Up / % Mark-Down % + / - \_\_\_\_\_

2.3.2 Mark-Up / Down Time \$90,000 Estimated Spending [E] \$ \_\_\_\_\_

**2.4 Total Cost Area 1=C+D+E \$ \_\_\_\_\_**

\_\_\_\_\_  
(Signature of Bidder) (Date)

**2.5 Area 2 – Pricing Preventative Maintenance**

2.5.1 Preventative Maintenance – Elementary

	YEAR 1	YEAR 2	YEAR 3
Annual Fixed Rate Per Site	\$ _____	\$ _____	\$ _____
Twice-Yearly Fixed Rate Per Site			
52 X 2 =	\$ _____	\$ _____	\$ _____
Total Preventative Maintenance All 3 Years		[A] \$ _____	

2.5.2 Preventative Maintenance – Secondary

	YEAR 1	YEAR 2	YEAR 3
Annual Fixed Rate Per Site	\$ _____	\$ _____	\$ _____
Twice-Yearly Fixed Rate			
24 X 2 =	\$ _____	\$ _____	\$ _____
Total Preventative Maintenance All 3 Years		[B] \$ _____	

**2.6 Hourly Rate for Service Calls**

	YEAR 1	YEAR 2	YEAR 3
Hourly Rate Per Year	\$ _____	\$ _____	\$ _____
Hourly Rate Times 700 Estimated Hours	\$ _____	\$ _____	\$ _____
Total All 3 Years		[E] \$ _____	

**2.7 Area 2 – Material Mark-Up / Mark Down**

- 2.7.1 % Mark-Up / % Mark-Down % + / - \_\_\_\_\_
- 2.7.2 Mark-Up / Down Times \$100,000 Estimated Spending [F] \$ \_\_\_\_\_

2.8 **Total Cost Area 2=C+D+E+F** \$ \_\_\_\_\_

\_\_\_\_\_  
 (Signature of Bidder) (Date)

**2.9 Overtime-Hourly Rate**

The overtime-hourly rate will not be included in the evaluation of pricing or in the award of contract.

	YEAR 1	YEAR 2	YEAR 3
Hourly Rate Per Year	\$_____	\$_____	\$_____

**3 ALTERNATES – NOT USED**

**4 SCHEDULE OF UNIT PRICING – NOT USED**

**5 PROJECT SCHEDULES AND DAMAGES**

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

**6 MBEUA**

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

**7 BID BOND**

**NOT REQUIRED**

**8 PRE-QUALIFICATION**

Upon request, Vendors must provide some evidence that they are experienced and/or trained and/or authorized to perform repairs on the equipment identified.

**9 ADDENDA**

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

---

(Signature of Bidder)

(Date)

**10 CONTRACT**

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

**11 WARRANTY TO THE LUMP SUM**

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

NOTE: Bidder **must** select one.

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

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

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

Respectfully submitted,  
(COMPANY NAME OF BIDDER)

By \_\_\_\_\_

\_\_\_\_\_  
(Official title)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
Contractor's Maryland Registration Number

\_\_\_\_\_  
(Phone)

11.1 Acknowledgement of Addenda

# BALTIMORE COUNTY PUBLIC SCHOOLS

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

DEPARTMENT OF FISCAL SERVICES

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

## PREVENTATIVE MAINTENANCE & REPAIR OF REFRIGERATION EQUIPMENT

ADDENDA:

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

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

Addendum #1 - Date Received \_\_\_\_\_

Addendum #2 - Date Received \_\_\_\_\_

Addendum #3 - Date Received \_\_\_\_\_

Addendum #4 - Date Received \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Vendor Name

12 CERTIFICATIONS, AFFIDAVITS & ACKNOWLEDGMENTS

12.1 Proposal Sheet

BALTIMORE COUNTY PUBLIC SCHOOLS

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

DEPARTMENT OF FISCAL SERVICES

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

PREVENTATIVE MAINTENANCE & REPAIR OF REFRIGERATION EQUIPMENT

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

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

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

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

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

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

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

Is your company a certified Minority Business Enterprise with the State of Maryland? Yes No MDOT #
Please indicate which group qualifies the business as a Minority Business Enterprise: (circle all that apply)
(African American) (Asian) (Women) (Hispanic) (American Indian) (Alaskan Native) (Physical or Mental Disabled Individual)
Is your company a small business with less than fifty-employees (50), that generates annual revenue less than seven (7) million dollars? Yes No
Is your business located within Baltimore County, Maryland? Yes No

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

COMPANY FEDERAL ID#

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

TYPED NAME/TITLE

SIGNATURE

TELEPHONE FAX DATE

E-MAIL ADDRESS

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

12.2 Small Business Enterprise Affidavit

# BALTIMORE COUNTY PUBLIC SCHOOLS

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

DEPARTMENT OF FISCAL SERVICES

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

## PREVENTATIVE MAINTENANCE & REPAIR OF REFRIGERATION EQUIPMENT

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

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

Name and Title: \_\_\_\_\_

Company: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Business Phone \_\_\_\_\_

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

Print Name Signed Above	Print Name Signed Above
-------------------------	-------------------------

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

12.3 State Of Maryland Anti-Bribery Affidavit

# BALTIMORE COUNTY PUBLIC SCHOOLS

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

DEPARTMENT OF FISCAL SERVICES

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

## PREVENTATIVE MAINTENANCE & REPAIR OF REFRIGERATION EQUIPMENT

I HEREBY CERTIFY that

1. I am the \_\_\_\_\_ and the duly authorized representative of the firm of \_\_\_\_\_ whose address is \_\_\_\_\_ and that I possess the legal authority to make this

affidavit on behalf of myself and the firm for which I am acting.

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

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

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

12.4 State of Maryland Tax Certification

# BALTIMORE COUNTY PUBLIC SCHOOLS

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

DEPARTMENT OF FISCAL SERVICES

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

## PREVENTATIVE MAINTENANCE & REPAIR OF REFRIGERATION EQUIPMENT

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

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

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

\_\_\_\_\_  
Witness  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title (please type or print)

\_\_\_\_\_  
Name/Title (please type or print)

\_\_\_\_\_  
Date

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

BALTIMORE COUNTY PUBLIC SCHOOLS

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

DEPARTMENT OF FISCAL SERVICES

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

PREVENTATIVE MAINTENANCE & REPAIR OF REFRIGERATION EQUIPMENT

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.

12.6 Minority Business Enterprise Utilization Affidavit

# BALTIMORE COUNTY PUBLIC SCHOOLS

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

DEPARTMENT OF FISCAL SERVICES

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

## PREVENTATIVE MAINTENANCE & REPAIR OF REFRIGERATION EQUIPMENT

The undersigned as contractor does hereby make the following Affidavit. I acknowledge the Minority Business Enterprise participation goal of fourteen percent (14%) with a minimum of seven percent (7%) from certified African American-owned businesses, a minimum of ten percent (10%) from certified women-owned businesses, and the balance from all certified minority business enterprises of the total dollar value of all materials, supplies, equipment, and services including construction services directly or indirectly, from Minority Business Enterprises (MBE) which are currently certified by the Maryland Department of Transportation (MDOT) 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 offers, all MBE subcontractors were provided not less than the same information and amount of time to respond to the solicitations as non-minority business enterprise subcontractors.

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

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

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

I understand 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 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 and the Interagency Committee for Public School Construction to examine, from time to time, the books, records and files of this organization to the extent that such data relates and pertains to the affirmative action pursuant to this contract.

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_

\_\_\_\_\_  
Notary Public

MBE Utilization Affidavit Master Form (July 2002)

12.7 References

# BALTIMORE COUNTY PUBLIC SCHOOLS

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

DEPARTMENT OF FISCAL SERVICES

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

## PREVENTATIVE MAINTENANCE & REPAIR OF REFRIGERATION EQUIPMENT

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

PROJECT #1 \_\_\_\_\_ Date Project Completed \_\_\_\_\_

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

Brief Project Description and Bid/Solicitation Number \_\_\_\_\_

\_\_\_\_\_  
Representative's Name      (\_\_\_\_\_) Representative's Phone #      (\_\_\_\_\_) Representative's Fax #      Representative's Email Address

PROJECT #2 \_\_\_\_\_ Date Project Completed \_\_\_\_\_

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

Brief Project Description and Bid/Solicitation Number \_\_\_\_\_

\_\_\_\_\_  
Representative's Name      (\_\_\_\_\_) Representative's Phone #      (\_\_\_\_\_) Representative's Fax #      Representative's Email Address

PROJECT #3 \_\_\_\_\_ Date Project Completed \_\_\_\_\_

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

Brief Project Description and Bid/Solicitation Number \_\_\_\_\_

\_\_\_\_\_  
Representative's Name      (\_\_\_\_\_) Representative's Phone #      (\_\_\_\_\_) Representative's Fax #      Representative's Email Address



12.9 No Bid Sheet

# BALTIMORE COUNTY PUBLIC SCHOOLS

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

DEPARTMENT OF FISCAL SERVICES

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

## PREVENTATIVE MAINTENANCE & REPAIR OF REFRIGERATION EQUIPMENT

PLEASE CHECK THE APPROPRIATE ITEM/S

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

\_\_\_ 4. Please COMPLETE the following:

Is your company a certified Minority Business Enterprise with State of Maryland? \_\_\_Yes \_\_\_No MDOT#\_\_\_

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

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

Is your company a small business with less than fifty (50) employees which generates an annual revenue less than ten (10) million dollars? \_\_\_Yes \_\_\_No

Is your business located within Baltimore County, Maryland? \_\_\_Yes \_\_\_No

COMPANY

\_\_\_\_\_

AUTHORIZED SIGNATURE

\_\_\_\_\_

TYPED NAME/TITLE

\_\_\_\_\_

ADDRESS

\_\_\_\_\_

CITY/STATE/ZIP

\_\_\_\_\_

PHONE

\_\_\_\_\_ FAX \_\_\_\_\_

Return to:

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

END OF PART III

**PART IV – SMALL BUSINESS ENTERPRISE AND CERTIFIED MINORITY BUSINESS ENTERPRISE PROCEDURES**

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

**FOR**

**BALTIMORE COUNTY FUNDED CONTRACTS**

**Baltimore County Public Schools**

**Focused on Quality, Committed to Excellence**

Effective: April 2, 2001

Revised: April 7, 2005

# **BALTIMORE COUNTY PUBLIC SCHOOLS**

Joe A. Hairston, Superintendent

Towson, Maryland 21204-3711

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

### **1 SMALL BUSINESS AND CERTIFIED MINORITY BUSINESS ENTERPRISE UTILIZATION AFFIDAVIT**

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

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

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

### **3 REQUEST FOR WAIVER (IF APPLICABLE)**

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

### **4 SMALL BUSINESS AND CERTIFIED MINORITY BUSINESS ENTERPRISE SUBCONTRACTOR UNAVAILABILITY CERTIFICATE**

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

### **5 STANDARD MONTHLY CONTRACTOR'S REQUISITION FOR PAYMENT**

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

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

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

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

**1 PURPOSE**

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

**2 EFFECTIVE DATE**

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

**3 DEFINITIONS****3.1 Small Business:**

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

**3.1.1 Independently Owned**

Small Businesses are owned independently;

**3.1.2 Not a Subsidiary**

Small Businesses are not a subsidiary of another company;

**3.1.3 Wholesale operations**

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

**3.1.4 Retail Operations**

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

**3.1.5 Manufacturing Operations**

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

**3.1.6 Service Operations**

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

3.1.7 Construction Operations

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

3.2 Request for Supporting Documentation

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

3.3 Certified Minority Business Enterprise (MBE)

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

3.4 MBE Liaison

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

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

3.5 Potential Award Bidder

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

3.6 Award Bidder

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

3.7 Proposal Rejection

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

4 IMPLEMENTING PROCEDURES

4.1 Each Proposal Shall Include The Following:

4.1.1 SBE & Certified MBE Affidavit

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

4.1.2 Statement of Intent

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

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

#### 4.1.3 Request for Waiver

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

##### 4.1.3.1 Efforts to Portion Work

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

##### 4.1.3.2 Soliciting SBE/MBE

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

##### 4.1.3.3 Contact with SBE/MBE

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

##### 4.1.3.4 Records

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

##### 4.1.3.5 Information Provided to SBE/MBE

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

##### 4.1.3.6 Reason for Rejection

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

##### 4.1.3.7 SBE/MBE Not Available

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

4.1.4 Request for Waiver

In the event a bidder seeks a waiver of the fourteen percent (14%) goal, the bidder shall submit to the MBE Liaison the completed request for waiver on the standard BCPS form with an attachment consisting of the original supporting documentation listed immediately above 4.2.b. (1)-(7).

**4.2 Bidder's Responsibilities**

4.2.1 Opportunity to Compete

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

4.2.2 Providing Information Requested

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

4.2.3 Records Maintenance

The bidder shall maintain the following records:

4.2.3.1 Utilization Compliance

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

4.2.3.2 SBE/MBE Records

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

4.2.3.3 Dollar Value

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

4.2.3.4 Records Retention

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

4.2.3.5 Records Inspection

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

4.2.4 Changing SBE/MBE Firms

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

4.2.5 Written Summary

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

4.2.6 Failure to Provide SBE/MBE Participation

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

**5 MONITORING**

**5.1 Liaison Responsibility**

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

**5.2 Liaison Rights**

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

**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 an "X" SBE or MBE status: \_\_\_\_\_ MBE \_\_\_\_\_ SBE

SBE/MBE Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

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

2. Subcontract Amount: \$ \_\_\_\_\_

3. SBE/MBE Commencement Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

4. This SBE/MBE subcontract represents the following percentage of the total value of the contract: \_\_\_\_\_ %

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

\_\_\_\_\_  
(Signature of Subcontractor) (Date)

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

\_\_\_\_\_  
(Signature of Bidder) (Date)

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature Date

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_

\_\_\_\_\_  
Notary Public

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

\_\_\_\_\_  
Signature Date

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

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



**PART V – ATTACHMENTS**

- 5.3 ATTACHMENT 1 - CERTIFIED TECHNICIAN FORM
- 5.4 ATTACHMENT 2 – PREVENTATIVE MAINTENANCE STATUS REPORT

**END OF PART V**

**CERTIFIED TECHNICIAN FORM**

**INSTRUCTIONS:**

- 1. Complete and return **this form** with your bid. Do not provide the information on any other form or paper.
- 2. Provide the name, position (title) and date of hire for each **TECHNICIAN AND ALL OTHER PERSONNEL TO BE ASSIGNED TO THIS PROJECT AS A Certified Technician on staff as a full time, non-contractual employee.**

EMPLOYEE #1 \_\_\_\_\_  
Name/Title of Technician \_\_\_\_\_ Date of hire \_\_\_\_\_

EMPLOYEE #2 \_\_\_\_\_  
Name/Title of Technician \_\_\_\_\_ Date of hire \_\_\_\_\_

EMPLOYEE #3 \_\_\_\_\_  
Name/Title of Technician \_\_\_\_\_ Date of hire \_\_\_\_\_

EMPLOYEE #4 \_\_\_\_\_  
Name/Title of Technician \_\_\_\_\_ Date of hire \_\_\_\_\_

EMPLOYEE #5 \_\_\_\_\_  
Name/Title of Technician \_\_\_\_\_ Date of hire \_\_\_\_\_

EMPLOYEE #6 \_\_\_\_\_  
Name/Title of Technician \_\_\_\_\_ Date of hire \_\_\_\_\_

EMPLOYEE #7 \_\_\_\_\_  
Name/Title of Technician \_\_\_\_\_ Date of hire \_\_\_\_\_

EMPLOYEE #8 \_\_\_\_\_  
Name/Title of Technician \_\_\_\_\_ Date of hire \_\_\_\_\_

EMPLOYEE #9 \_\_\_\_\_  
Name/Title of Technician \_\_\_\_\_ Date of hire \_\_\_\_\_

EMPLOYEE #10 \_\_\_\_\_  
Name/Title of Technician \_\_\_\_\_ Date of hire \_\_\_\_\_

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

\_\_\_\_\_  
(Signature of Bidder)

\_\_\_\_\_  
(Date)