Baltimore County Public Schools
Division of Business Services; Department of Fiscal Services; Office of Purchasing
6901 Charles Street, Building “E”, 1st Floor
Towson, Maryland 21204

Specification and Proposal

For

Full Service Elevator Repairs and Preventative Maintenance

Solicitation Number: KSH-343-18
Bid Issued Date: February 8, 2018
Pre-Bid: A Pre-Bid meeting is scheduled for February 15, 2018 1:00 P.M., at Department of Physical Facilities, 9610 Pulaski Park Drive Suite 204, Baltimore, Maryland 21220.
Due Date: March 8, 2018
Due Time: 3:00 P.M. (Eastern Time Zone)
Return To: Baltimore County Public Schools
Office of Purchasing
KSH-343-18 Attn: Kathy Shaffer
6901 Charles Street, Building “E”, 1st Floor
Towson, Maryland 21204
Public Opening: Same date, (10 minutes after due time)
Conference Room
6901 Charles Street, Building “E”, 1st Floor
Towson, Maryland 21204

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

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

For updated bid information please visit our website
www.bcps.org/offices/purchasing/bidboard/

Developing Lifelong Learners Through Literacy
An Affirmative Action Employer
INVITATION FOR BIDS:

The Board of Education of Baltimore County invites firms to bid on “FULL SERVICE ELEVATOR REPAIRS AND PREVENTIVE MAINTENANCE,” for Baltimore County Public Schools, Solicitation Number KSH-343-18. Procurement questions can be emailed to Kathy Shaffer at kshaffer@bcps.org. You must identify the solicitation number, within your email message. Verbal questions will not be taken.

Suppliers proposing to bid may secure a set of solicitation documents after 2:00 P.M. (EST), on or after February 8, 2018. Solicitation documents can be obtained electronically by emailing request to: kshaffer@bcps.org. Email requests MUST include bidders’ corporate address, phone number, fax number, and representatives contact name. Additionally, hard copy contract documents are available for pickup at the Office of Purchasing, 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204. There is no cost for the solicitation.

A pre-bid meeting is scheduled for February 15, 2018 1:00 P.M., at the Department of Facilities Management, 9610 Pulaski Park Drive Suite 213, Baltimore, Maryland 21220.

Sealed bids will be received until March 8, 2018 no later than 3:00 p.m., in the Office of Purchasing at Baltimore County Public Schools Office of Purchasing, located at 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204.

This solicitation is being offered to select a supplier(s) to provide full service chairlift, vertical lift, platform lift, and dumbwaiters preventive maintenance, repairs, new installations, supplies and services. (Commodity Code: 910-13 Elevator, Install Maintenance and Repair).

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

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

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

By Order of the Board of Education of Baltimore County
Office of Purchasing

Developing Lifelong Learners Through Literacy
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Baltimore County Public Schools (BCPS) invites all interested and qualified bidders to bid on all proposals in accordance with directions available in the Office of Purchasing, 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204.

In accordance with State law, all bids having a potential award value of $25,000 or more shall be advertised for at least two (2) weeks before bids are to be filed.

For the purpose and clarity of this document only, "BCPS" will mean the Baltimore County Public Schools and/or the Board of Education of Baltimore County. Also, for the purpose and clarity of this document the word "Bidder" will mean any reliable and interested broker, vendor, contractor and/or manufacturer who want to bid this contract.

Only authorized dealers may bid on requested equipment. At the discretion of BCPS, a certificate, executed by the manufacturer, may be requested stating that the bidder is an authorized agent of the manufacturer and is duly authorized to service and maintain the equipment.

These specifications are intended to cover the various types of purchases of equipment, materials, supplies or services as shown to any or to each of the various public schools, or to any designated warehouse or warehouses in Baltimore County, Maryland whichever is specified, in quantities to be determined subsequent to the bid opening. There are approximately 200 schools and offices in BCPS.

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

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.

BCPS shall receive sealed proposals until date and time indicated on bid cover. Bids must be delivered to the Office of Purchasing at the above address where they will be opened and publicly read at a stated time. Bids must be delivered in sealed opaque envelopes and clearly marked on the outside: Name of Bidder, Due Date and Time, Bid Number and Bid Title.
i. Brand name and model numbers are offered as a reference for bidders as to the style, size, weight, and other characteristics of the item(s) in the specifications. The use of such brand names should not be interpreted as the exclusive brand desired unless so stated. The determination of the acceptability and/or the criteria for acceptability, of an alternate is solely the responsibility of the Office of Purchasing. (Refer to Part II, Specifications.)

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

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

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

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

b. Signed bids should be returned in a sealed envelope. BCPS shall not accept any facsimile transmission to agents, representatives or employees as meeting the requirement of the sealed bid. A facsimile document shall not be considered a valid response to the bid specification.

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

2. Bids by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership.

3. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of their authority to do so.
4. Award Bidders shall be required under Article 56, Section 270(4), Annotated Code of Maryland, to provide proof of Certificate of Registry and must be licensed to do business in the State of Maryland and must provide a tax certification number. Visit the following website to ensure compliance: [http://www.dat.state.md.us/sdatweb/charter.html](http://www.dat.state.md.us/sdatweb/charter.html)

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

d. **Bid Opening**

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

2. Complete evaluation of the proposals will not take place at the bid opening and no indication of award will be made. BCPS reserves the right to review all responses and analyze the results of the bidding process. A final recommendation(s) shall be prepared for review and approval by the Board of Education of Baltimore County.

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

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

e. **Bid Preparation Fees:** BCPS will not be responsible for any costs incurred by a bidder in preparing and submitting a proposal in response to this bid request.

3. **BONDING**

a. Bid Bonds may be required. Refer to Part II: Specifications—General Requirements.

b. Performance Bonds and/or payment bonds are required on all bids meeting the following conditions. The successful bidder(s) of this contract may be required to submit either one or both of the following two (2) bonds to the Office of Purchasing within ten (10) days of receipt of the Notice of Award and in accordance with the terms stated below. The cost of the performance bond and/or payment bond will be borne by the bidder(s) in all instances. Bonds shall be made out in the name of the "Board of Education of Baltimore County".
They shall be provided to the Office of Purchasing, Contracting Assistant, 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204.

1. Performance Bond shall be required for contracts and/or awards over $30,000 and all construction contracts in the amount of 100% of the contract price to cover faithful performance of the contract.

2. Payment Bond (construction contracts only) shall be required for contracts and/or awards over $30,000 and shall be required in the amount of 100% of the contract price as security for the payment of all persons performing labor and furnishing materials in connection therewith.

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

1. Certified checks, if submitted, will be deposited in the BCPS bank account(s). Upon successful completion of the contract, check(s) will be drawn upon the Board’s bank account(s) for the full amounts of both certified checks. Certified checks shall be made out in the name of the "Board of Education of Baltimore County". They shall be provided to the Office of Purchasing, Contracting Assistant, 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204.

d. Bonds must be underwritten by a surety company authorized to transact surety business in the State of Maryland.

e. Upon receipt and approval of the performance bond and/or payment bond or the certified checks, an official purchase order will be issued and the contract initiated.

f. A letter of credit drawn on a bank with a local branch may be used in place of bonds. Letters of credit shall be made out in the name of the "Board of Education of Baltimore County". They shall be provided to the Office of Purchasing, Contracting Assistant, 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204.

4. COMPLIANCE WITH SPECIFICATIONS

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

b. Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter’s code, A.S.M.E. regulations, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.
c. Where the requirements of the specifications call for higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern.

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

e. In case of any apparent conflict between the specifications and such laws, ordinances, etc., the vendor shall call the attention of the Purchasing Manager/Agent to such conflict for a decision before proceeding with any work.

5. DEVIATIONS TO SPECIFICATIONS

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

6. BID PRICES

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

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

c. All unit prices on items bid shall be completed on the proposal sheet(s). A 'NO BID' notation must be completed for each item not being bid. In case of error in extension of prices in the bid, the unit price shall govern.

d. All prices bid shall include all delivery charges.

e. Cash discounts will not be taken into consideration in determining a contract award. ALL DISCOUNTS, OTHER THAN PROMPT PAYMENT, TO BE INCLUDED IN BID PRICE.

f. BCPS reserves the right to accept price reductions from the award vendor during the term of this contract to occur no less than thirty (30) days after award of contract.

g. TAXES: BCPS is exempt from the payment of the Maryland Sales Tax and Federal Excise Tax. Prices quoted shall not include State Sales and Use Tax or Federal Excise Tax. Exemption certificates will be furnished upon request

1. BCPS Tax Exempt Number is 30001110.
7. **SAMPLES, CATALOGS AND CATALOG CUTS**

a. Upon request, a properly tagged sample shall be submitted by each bidder before the time of the bid opening. The tag on the sample shall indicate the item number, the name of the company submitting the sample and the bid number.

b. BCPS will not be responsible for any samples not picked up within 30 days of the notification of bidders to do so. Samples may be retained by BCPS until bidders are notified to remove them. Bidders agree that BCPS will incur no liability for samples which are damaged, destroyed, or consumed in testing processes. Requested samples are to be delivered to the address given on the bid cover.

c. **SPECIAL SAMPLES WITH CERTIFIED APPROVAL:** Some successful bidders shall be required to furnish two (2) samples of each product awarded with an affidavit stating that the chemical composition of the sample submitted is identical with the composition tested prior to the bid and all remain unchanged during the period of the contract. This requirement shall be part of the specifications of the product or products requested.

d. Catalogue cuts and descriptive data shall be attached to the original copy of the bid, where applicable.

e. Failure to submit the above information is sufficient grounds for rejection of the bid.

8. **BIDDING PROCEDURE AND BID AWARDS**

a. The bid specifications shall vary with each individual bid issued and the award shall be made in accordance with the specifications in Part II, which identify an individual line item, group bid or an aggregate basis.

b. Wherever BCPS indicates the unit of measure required for bidding purposes, BCPS shall not recalculate the bidder's price(s) if it is based on a different unit of measure than that indicated in the contract. All bids for the item(s) will be rejected if this requirement is not met. However, in the best interest of BCPS, the Manager, Office of Purchasing may have the option and latitude to recalculate the bids.

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

d. While these specifications are intended to describe the principal features of the items bid, bidders are notified that the proposed items will be evaluated for compliance with detailed specifications, and also for other factors such as serviceability, functional suitability, workmanship, safety in use and overall product quality where acceptability may be determined on the basis of professional judgment and educational application. All bids shall be evaluated on all factors involved, i.e., quality and service.
e. BCPS reserves the right to reject any or all proposals and re-advertise for other bids. Bids shall be awarded to the lowest responsive bidder with consideration of the quantities, delivery schedule, purpose of the goods/services, competency and responsibility of the bidder and the ability of the bidder to perform satisfactorily.

f. In the event of tie bids, where all other factors such as past performance on purchases/contracts or bidder’s service or delivery record are considered comparable, the award(s) shall be made to one of the tie bidders in the following order of preference: the Baltimore County based Minority and/or Small Business vendor, the Baltimore County based vendor, the out-of-county but Maryland based Minority and/or Small Business vendor, the out of county but Maryland based vendor, the out-of-state based Minority and/or Small Business vendor and the out-of-state based vendor in that order of preference. In the event a tie bid still exists, the Coordinator of Purchasing or their designee shall conduct a coin toss for selection of the potential Award Bidder(s) or seek a geographical, proportional or divided award of contract whichever is in the best interest of the school system.

g. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids: failure to do so will be at the bidder’s own risk and he cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of bidders.

h. The bidder shall refer to "Part II: Specifications" for details regarding the Term of Contract.

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

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

1. The Office of Purchasing is located at 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204, which is accessible to the disabled.

9. ANNULMENTS AND RESERVATIONS

a. BCPS reserves the right to reject bids for any and all of the items and/or to waive technical defects, if in its judgment, the interest of BCPS shall so require.

b. BCPS reserves the right to order the said equipment, materials, supplies or services as described within the specifications, and also reserves the right not to order any items(s) within the specification.
c. BCPS reserves the right to annul any contract, if in its opinion there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon BCPS, materials, products and/or workmanship inferior to that required by the vendor, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of BCPS to damages for the breach of any covenant of the contract by the Award Bidder(s).

d. Should the Award Bidder(s) fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, except for circumstances beyond their control, including but not limited to Act of GOD, war, flood, governmental restrictions or the inability to obtain transportation, BCPS reserves the right to purchase the required articles in the open market, or to complete the required work at the expense of the Award Bidder(s).

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

10. **APPEAL PROCESS**

a. The BCPS Office of Purchasing intends the appeal process to resolve contract disputes in a manner consistent with the effort to promote fair and open competition. Any bidder objecting to the recommendation for award or award of contract may appeal the action to the Office of Purchasing by formally notifying the designated Purchasing Agent no later than seven (7) calendar days after the basis for appeal is known. The bidder shall have an opportunity to meet with the Purchasing Agent to present the issues. A formal written response to the appeal shall be issued by the Purchasing Agent in a timely manner.

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

2. In the event a bidder determines cause to appeal an award of contract which has been approved by the Board of Education of Baltimore County, said action must be filed in writing to the Executive Director, Business Services. This action shall occur not later than seven days from the date of award of contract. The Executive Director, Business Services reserves the right to meet with the Bidder as part of the appeal investigation.
formal written decision will be issued by the Executive Director, Business Services in a timely manner.

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

c. Appeal of Termination for Non-Appropriation of Funds of for loss of Appropriated Funds: NONE

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

11. DELIVERY REQUIREMENTS

a. All materials, supplies and equipment for BCPS shall be delivered F.O.B. Destination. See Part 1, Specifications: "Section 6, Bid Prices", and "Section 14, Billing and Payment Discounts".

b. All school deliveries shall be made during the hours of 8:30 A.M. and 3:00 P.M. local time and only on regular school days, except where noted by Purchasing Office.

c. All warehouse deliveries shall be made during the hours of 8:00 A.M. to 3:00 P.M. on all regular scheduled school days, except where noted by Purchasing Office.

d. All deliveries shall be made inside school, warehouse and office buildings.

1. Special Instructions for: delivery dates, delivery of heavy equipment, materials or machinery requiring special handling, to schools/sites under construction and/or renovation, or refrigerated goods will be defined in "Part II, Specifications" of each bid.

e. The Award Bidder(s) shall be held responsible for and shall be required to make good at their expense, any and all damage done or caused by their employees in the execution of the contract.

f. The Award Bidder(s) shall be held responsible for clean-up and removal of all packing cartons, boxes, crates, packing materials, etc., from the premises after delivery and set up of any furniture and equipment.

g. PACKING:

1. All materials must be securely packed in accordance with accepted trade practices.

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

12. INSPECTIONS

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

b. The presence of the inspectors at the site of manufacture of the products shall not relieve the vendors of responsibility for faulty workmanship of materials which may be discovered at any time after delivery and prior to final acceptance in accordance with the specifications. In case of factory inspection of items being manufactured for BCPS, every facility shall be afforded inspectors by the manufacturers for the prosecution of their work.

13. GUARANTEE AND WARRANTEES

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

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

2. Office Equipment: Physical service response time by Award Bidder for all service calls shall not be greater than four (4) working hours from when request is made by BCPS. "Service response time" shall be defined as the number of working hours it takes the on-site technician to begin actual work on the equipment from the time that the service request is made by BCPS. Loaner equipment shall be supplied, free of charge, during the warranty period if the office equipment cannot be repaired within three working days.
b. Certain pieces of equipment, machinery, and refrigeration will require guarantees other than detailed above. Refer to Part II, Specifications for requirements on specific equipment.

c. The vendor must act as the manufacturer's agent for all warranty claims.

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

14. BILLING AND PAYMENT DISCOUNTS

ALL INVOICE MUST INCLUDE THE BCPS CONTRACT NUMBER

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

Invoice Mailing Address:
Baltimore County Public Schools
Office of Accounting
6901 Charles Street, Building "E"
Towson, Maryland 21204

b. Invoices will be returned for correction unless they contain the following information: Item Numbers; Description of Item; Quantity; Unit Price extensions and total. Each invoice shall identify the BCPS Purchase Order Number, and the items shall be listed in the same order as on the Proposal and/or Purchase Order.

c. Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments may be paid if partial shipments have been made.

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

e. BCPS will not pay freight bills. Delivery shall be F.O.B, to the destination(s) as noted on Purchase Order.
15. **LAWS, REGULATIONS AND PERMITS**

a. The bidder shall comply with all Federal, State, and local laws, ordinances and regulations pertaining to work under their charge, and shall, at their expense, procure any permits which may be required.

b. The bidder shall comply with the national safety standards as detailed in Section 17.

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

16. **INSURANCE**

a. In the event the vendor, as part of the award is responsible for installation and/or product demonstration, the vendor will be responsible for hiring personnel to perform such services at their own costs. Such personnel will be considered employees of the vendor and are under their control and direction. The vendor shall maintain Worker’s Compensation in the statutory amount in accordance with the laws of the state in which the work of this contract is to be performed.

b. The vendor shall also maintain Employer’s Liability Insurance with a limit of at least $100,000 for each occurrence to cover diseases and injuries excluded under the Worker’s Compensation Act.

c. Prior to the commencement of any work, the vendor may be required to submit a certificate of insurance evidencing Worker’s Compensation and Employer Liability Insurance in the amounts required above. This certificate will indicate the amounts of insurance carried by the vendor of the following types: Comprehensive General Liability Insurance, Comprehensive Automobile Insurance, Excess Liability Insurance, and any other insurance coverage maintained by the vendor. The Certificates of Insurance will state that such insurance is in force and cannot be canceled or released except upon thirty (30) days prior written notice to the Board of Education of Baltimore County.

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

d. All required insurance coverage must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Board. The insurers must also have a policyholders’ rating of AB@ or better, and a financial size of AClass VII@ or better in the latest evaluation by A.M. Best Company. The Board hereby grants specific approval for the acquisition of workers compensation and employer’s liability insurance from the Injured Worker’s Insurance Fund of Maryland.
17. **SAFETY REQUIREMENTS**

a. The bidder/vendor shall provide all equipment and machinery furnished and delivered to BCPS complying with the Safety regulations as required by OSHA and the Maryland State Safety Health Act known as MOSHA.

b. The vendor shall sign the safety section if attached in the bid proposal certifying the regulations for the type equipment furnished shall meet all regulations applying to this type equipment meeting the CFR-1910 MOSHA Standard.

c. The vendor shall submit Material Safety Data Sheets (MSDS) for all items awarded to that vendor provided under the terms of this proposal in accordance with OSHA Communication Standard 29 CFR 1910.101, 29 CFR 1910.1200 and 29 CFR 1926.58 or any other applicable state, federal, or local regulation. Prior to delivery of the items awarded, the vendor must submit MSDS sheets to:

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

d. No materials shall contain asbestos or lead.

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

18. **SUB-CONTRACTORS**

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

b. The Award Bidder(s) shall not, without prior written consent of BCPS, assign any of the moneys payable under the contract.
19. **LIQUIDATED DAMAGES**

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

20. **TERMINATIONS OF CONTRACT**

   a. **Termination for Non-Appropriation of Funds:** BCPS may terminate this contract, in whole or in part due to insufficient funding with written notice to the vendor. BCPS shall pay for all of the purchases, if any, incurred up to the date of the termination notice.

   b. **Termination for Default:** When the vendor has not performed or has unsatisfactorily performed the contract payment shall be withheld at the discretion of BCPS. Failure on the part of a vendor to fulfill contractual obligations shall be considered just cause for termination of the contract, and the vendor is not entitled to any costs incurred by vendor up to the date of termination.

   c. **Termination for Convenience:** BCPS has the right to withdraw from the terms of the contract, without showing cause, by providing thirty (30) calendar days written notice to the vendor. BCPS shall pay all reasonable costs incurred by the vendor up to the date of termination. The vendor shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. The Award Bidder agrees that the Award Bidder does not have a right to termination for convenience.

   d. Each participating jurisdiction and/or local education agency (LEA)/public school district has the right to withdraw from the terms of the contract, without showing cause, by providing thirty (30) calendar days written notice to the vendor(s). The participating jurisdiction/ LEA shall pay all reasonable costs incurred by the vendor(s) up to the date of termination. The vendor(s) shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

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

21. **GOVERNING LAW AND VENUE**

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

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

23. **ADDENDA**

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

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

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

   d. All changes to the bid documents will be made through the appropriate addenda. Any and all such interpretations and any supplemental instructions will be available to all bidders listed on the BCPS vendor listing. Addenda will be issued a minimum of five (5) business days prior to the date fixed for the opening of bids, excluding date of bid opening, unless the addendum issued extends the due date of the bid.

   e. Each Bidder shall ascertain prior to submitting a Bid that they have received all Addenda issued and the Bidder shall acknowledge their receipt on the Addenda Affidavit Form. The Addenda Affidavit Form shall be completed and returned with the bid proposal response. Failure to return the Addenda Affidavit Form may be reason for rejection of the bid. Failure of any bidder to receive any addenda or interpretation shall not relieve that bidder from any obligations under this bid and as amended by all addenda. All addenda so issued shall become a part of the award and contract documents.

24. **INDEMNIFICATION**

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

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

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

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

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

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

27. **MULTI-AGENCY PARTICIPATION**

27.1 BCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.

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

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

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

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

29. ILLEGAL IMMIGRANT LABOR

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

30. FOREIGN LANGUAGE TRANSLATOR REQUIREMENT

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

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

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

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

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

32. **FORCE MAJEURE**

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

33. **ASSIGNMENT**

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

34. **DRUG, TOBACCO, AND ALCOHOL**

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

34.2 Any subsequent offense by any individual or individuals may result in a permanent ban from the project for the offender(s), with appropriate formal notice to the Contractor. BCPS reserves the right to document any offenses in the Contractor’s file maintained by the Office of Purchasing. BCPS further reserves the right to address any substance use infraction by any means it deems necessary, up to and including termination of the Contract. In the event that a Contract is terminated as a result of a substance abuse infraction, BCPS will provide an “unsatisfactory” reference when references are requested.

35. **ACCESS TO PUBLIC RECORDS ACT NOTICE**

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

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

36. **CRIMINAL BACKGROUND CHECKS**

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

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

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

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Developing Lifelong Learners Through Literacy
An Affirmative Action Employer
Part II: Specifications--General Requirements

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

1.0 General Scope & Services

1.1 This solicitation and the specifications that follow are being offered to qualify and select contractor(s) to furnish New, Full Service Elevator repairs, and preventive maintenance and maintenance at various locations (approximately 200 schools and offices) for Baltimore County Public Schools (BCPS). Award Bidder(s) shall perform emergency and routine trouble shooting/problem diagnosis. Award Bidder(s) shall perform testing and inspection services. Equipment provided must be 100% compatible with the manufacturer/models and technical specifications indicated within this solicitation. The Award Bidder(s) shall provide for services in accordance with industry standards and/or manufacturer recommendations. The requirements outlined herein are intended as an aid to acquaint Bidders with what could be required to execute the work on this contract. These specifications will serve as the source document for services for the term of the contract.

1.2 This is an Indefinite Delivery / Indefinite Quantities (IDIQ) contract. The services and/or materials intended for purchase are based upon future needs of the system, and, are pending allocation of funds and approval of award by the Board of Education of Baltimore County. BCPS reserves the right to authorize/order services and/or materials as may be required during the contract period and, also, reserves the right to not authorize/order any services and/or materials. To aid in bid preparation, BCPS anticipates the total estimated value of the contract to be approximately $300,860 annually, based upon historical records. This figure may change drastically based upon the needs of the system for the term of this contract. BCPS does not guarantee that this dollar amount will be met or exceeded, nor can BCPS guarantee any minimum dollar amount to any Award Bidder(s).

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

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

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

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

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

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

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

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

1.11 Time is of the essence. All work must be done with the least possible disruption to the school operation and is to be coordinated with the BCPS Department of Facilities Management.

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

1.13 BCPS reserves the right to provide any materials and/or equipment for related installation or repairs.

1.14 This is a total maintenance contract. No prorate clause is included. By bidding on this contract, the Award Bidder(s) affirms that they have inspected each elevator and accepts the present conditions of the elevator and that the prices quoted reflect any and all cost for required maintenance, inclusive of any and all repairs necessary for and reasonable incidental to maintain all equipment in peak performance under this preventive maintenance program, in accordance with these specifications. It is the intent of these specifications to cover fully all preventive maintenance and necessary repairs to properly protect all elevator equipment from deterioration and to provide constant peak performance, resulting in minimum down time for any portion of the system, as per these specifications.
2.0 Qualification of Bidder

2.1 All Bidders submitting a proposal shall include evidence that they maintain a permanent place of business and shall be certified to do business in Maryland. All Bidders shall be factory authorized / certified to sell, install, and repair elevators. Verification of such shall be in writing from the manufacturer and provided as requested by BCPS. BCPS prefers that participating bidders have been in business for at least five (5) years installing, repairing and maintaining elevators. All bidders shall include copies of any and all appropriate licenses necessary to perform this work. Bidders who cannot demonstrate to the satisfaction of BCPS that they have had similar experiences of elevator install, repair and maintenance services will not be considered.

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

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

2.4 Bidders shall complete and return with their proposal the "REFERENCE FORM" included in this solicitation. Bidders shall have successfully completed at least three (3) projects/contracts of similar size and scope within the past three (3) years. You may include BCPS as one (1) of the three required references.

2.5 All bidders must maintain a dispatch / customer support center with availability twenty-four (24) hours a day, seven (7) days a week, to facilitate the reporting of service issues at no additional cost to BCPS. The dispatch / customer support center shall be accessed via a toll free telephone number and shall be staffed by live operators (no recorded messages).

2.6 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.
3.0 **Award Bidder Employees**

3.1 Bidders shall complete and return with their proposal the “Journeyman Elevator Technician Form”. *Do not provide this information on any other form or paper-use the form provided.* Make as many copies of this form as needed to accommodate all employees. Certificates must be provided with the bid documents. Bidders shall provide the following:

3.1.1 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.

3.1.2 Bidders are required to submit a minimum of (4) four **Journeyman Elevator Technicians**, each having a minimum of 5 years' experience (successful completion of an approved apprenticeship program preferred) and must possess a factory certification.

3.1.3 The Award Bidder(s) shall provide a copy of ALL related certifications and or licenses held by each of its assigned employees listed on the “Journeyman Elevator Technician Form” within ten (10) days of notification of award.

3.2 Bidders shall complete and return with their proposal the “Apprentice Elevator Technician Form”. *Do not provide this information on any other form or paper-use the form provided.* Make as many copies of this form as needed to accommodate all employees. Certificates must be provided with the bid documents. Bidders shall provide the following:

3.2.1 Provide the name, position (title) and date of hire for each “Apprentice” on staff as a full time, not contractual employee.

3.2.2 Bidders must submit a minimum of one (1) Apprentice per Journeyman Elevator Technician, Apprentice MUST be supervised by a Technician at all times and have a successful completion of the Elevator Industry Aptitude Test (EIAT) is preferred.

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

3.4 The Award Bidder(s) has the right to remove individuals from the "Journeyman Elevator Technician Form" and the "Apprentice Elevator Technician" throughout the term of contract by notifying BCPS in writing.
3.5 The Award Bidder(s) has the right to add individuals to the "Journeyman Technician Form" and "Apprentice Elevator Technician Form" throughout the term of contract by notifying BCPS in writing. However, BCPS reserves the right to review these employees work record to determine if these individuals are properly trained and experienced. Individuals that are not properly trained and experienced shall not be utilized. For all new employees, the Award Bidder shall:

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

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

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

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

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

3.8 The Award Bidder(s) shall provide a single point of contact for all types of service requests covered under the contract; telephone number, fax number, email, and/or cellular telephone numbers are required.

3.9 At a minimum, the Bidder’s point of contact personnel shall fluently speak and understand English.

4.0 Inspection of Site

4.1 Bidders are responsible for site visitation and confirmation of existing conditions. Failure to become familiar with the site will not relieve a successful bidder of his obligation to furnish all materials, labor, and services necessary to carry out the provisions of the specifications herein. Bidders are responsible for site visitation and confirmation of existing conditions.

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

1 Call BCPS site.
2 Schedule appointment with Building Operations Supervisor.
3 On day of appointment, the Bidder is to have all personnel to provide a valid ID to sign into and out of the Raptor System in the main office of any school, whenever that school's office is open. Building Operations Supervisor will provide escort.

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

5.0 Bonding and Certificates of Insurance

5.1 A Bid Bond is NOT required for this solicitation.

5.2 PERFORMANCE AND PAYMENT BONDS

1 Performance Bonds and/or payment bonds may be required from Award Bidder for individual projects in excess of $30,000 for the amount of 100% of the contract price to cover faithful performance and/or payment of the specific project contract. The Award Bidder for that specific project will be required to submit bonds to the Office of Purchasing within ten (10) days of receipt of the Notice of Intent to award.

2 The cost of the performance bond and/or payment bond shall be included in the quote amount for each specific BCPS project.

3 Bonds shall be prepared on the standard bond form A312 as approved and issued by the American Institute of Architects and having as surety thereon such surety company or companies as are authorized to transact surety business in the state of Maryland.

4 Performance bonds and payment bonds shall be made out in the name of the "Board of Education of Baltimore County, Attn: Contracts, 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204". Send or have delivered all, performance bonds, and payment bonds to the attention of:

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5.3 CERTIFICATES OF INSURANCE

5.3.1 Certificates of insurance will be provided by Award Bidder(s) only. Certificates shall be made out in the name of the "Board of Education of Baltimore County". The notification of any change in status of the insurance shall be provided to the Contracts, 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204.

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

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

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

.3 The Certificates of Insurance cancellation notice shall read:

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

NOTE: ALL other wording shall be deleted.

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

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

6.0 Small Business and/or Certified Minority Business Enterprises

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

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

  African Americans
  Asians
  Hispanics
  American Indians
  Women
  Physically or Mentally Disabled Individuals

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

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

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

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

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

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

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

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

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

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

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

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

.7 Information on activities to publicize contracting opportunities to small and minority business enterprises, attendance at pre-bid meetings, or other meetings scheduled by the MBE Liaison or designated representative;

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

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

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

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

6.6 Small Business and/or certified Minority Business Enterprise policies, procedures and/or requirements, as stated above, pertain to projects that are BOARD/COUNTY funded. In some instances, projects may be partially funded by the STATE. When a specific project is partially funded by the STATE, the Award Bidder shall attempt to achieve the result that a minimum of 25 percent of
the total project value is made directly or indirectly from certified minority business enterprises, with a minimum of 7 percent from certified African American-owned businesses, a minimum of 4 percent from certified Asian American-owned businesses, and the balance from all certified minority business enterprises. All general contractors and subcontractors including certified MBE firms, when bidding as general or prime contractors, are required to attempt to achieve the MBE subcontracting goals from certified MBE firms approved by the Maryland Department of Transportation (MDOT). Reference: MINORITY BUSINESS ENTERPRISE PROCEDURES FOR STATE FUNDED PUBLIC SCHOOL CONSTRUCTION PROJECTS as attached to this solicitation.

7.0 Bid Submission

7.1 Return of bids to: BALTIMORE COUNTY PUBLIC SCHOOLS OFFICE OF PURCHASING KSH-343-18 Attn: Kathy Shaffer 6901 Charles Street, Building "E", 1st Floor Towson, Maryland 21204

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

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

7.2 Proposals shall include all of the following, as outlined within “SECTION 004000-FORM OF PROPOSAL”:

7.2.1 Section 004000-1: Cover Page.

7.2.2 Section 004000-2: “Price Proposal - Instructions”

7.2.3 Section 004000-3-5: “Price Proposal Pages”. Complete, sign and return with bid.

7.2.4 Section 004000-6: “Journeyman Elevator Technician Form”. Complete, sign and return with bid.

7.2.5 7.2.4 Section 004000-6: “Apprentice Elevator Technician Form”. Complete, sign and return with bid.

7.2.6 Section 004000-7: “References”. Complete, sign and return with bid.

7.2.7 Section 004000-8: “Addenda”. Bidders are reminded that the "Addenda" page should be completed and returned whether or not an
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actual addenda page was issued for this bid. Complete, sign and return with bid.

7.2.8 Section 004000-9: "Proposal Sheet". Complete, sign and return with bid.

7.2.9 Section 004000-10: "State of Maryland Anti-Bribery Affidavit" & "State of Maryland Tax Certification" (on same page). Complete, sign and return with bid.

7.2.10 Section 004000-11: "Certification Regarding U.S. Government Debarment, Suspension, Ineligibility, and Voluntary Exclusion". Complete, sign and return with bid.

7.2.11 Section 004000-12: "Board of Directors Diversity Affidavit". Complete, sign and return with bid.

7.2.12 Section 004000-13: "Small Business Enterprise Affidavit". Complete, sign and return with bid.

7.2.13 Section 004000-14: "Small and Minority Business Enterprise Utilization Affidavit". Complete, sign, notarize and return with bid.

7.2.14 Section 004000-15: "SBE/MBE Statement of Intent". Complete, sign and return with bid.

7.2.15 Section 004000-16: "SBE/MBE Request For Waiver". Complete, sign, notarize and return with bid.

7.2.16 Section 004000-17: "SBE/MBE Minority Subcontractor Unavailability Certificate". Complete, sign and return with bid.

7.2.17 Section 004000-18: "No Bid Page". This page should only be returned if not participating in the bid.

7.2.18 All other information and/or forms and/or affidavits specified in Specifications Part II, Technical Specifications, and/or Addenda issued.

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

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

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

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8.0 **Bidder Registration**

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

8.1.1 Type the following into your browser: http://www.bcps.org/offices/purchasing/ (Vendor Self Service is not supported by Safari, Firefox, Google Chrome)
8.1.2 Click the link: "Visit our Vendor Self Service Center"
8.1.3 Select "Creating A New Account" for detailed instructions. Print these instructions for reference, and then return to the VSS welcome page.
8.1.4 Click onto "Register" from the VSS welcome page and follow the instructions you printed.
8.1.5 Complete the application. Record your UserID and Password for future use.

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

8.3 Parties interested in conducting business with BCPS are encouraged to visit the Office of Purchasing website: http://www.bcps.org/offices/purchasing/ Click "Invitation to Bid". The list is updated on a weekly basis.

9.0 **Inquiries**

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

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

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

10.0 **Addenda and/or Explanation of Bid Documents**

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

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

11.0 Bid Opening

11.1 At the bid opening the bidders' names only will be read and their prices will be posted at a later date. Each participating bidder shall be e-mailed and/or faxed a copy of the posting of prices upon verification of prices by BCPS. This process will take several days (or longer depending upon the number of bidders).

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

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

12.0 Award of Contract

12.1 Method of award will be to the responsive and responsible bidder offering the most favorable "COMPUTED ITEM COST". BCPS reserves the right to make awards of contract to multiple bidders.

12.2 BCPS shall develop a price scenario formula to calculate the "COMPUTED ITEM COST". This pre-determined price scenario formula will apply a multiplier to each "ITEM". The sum of which will be combined to determine the "COMPUTED ITEM COST". The BCPS formula applied to award computation shall be available upon request any time after the posted Due Date/Time.

12.3 Responsive and responsible bidders responding to the solicitation shall be ranked, based upon their "COMPUTED ITEM COST".

12.4 While pricing will be given primary consideration in evaluation of all proposals meeting specifications, successful bidder(s) must be able to document their ability to service an account of this size and, also, be able to guarantee completion of work on time. BCPS reserves the right to award to bidder(s) receiving the most favorable proposal evaluation and providing best in class, overall value to BCPS per ITEM.

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12.5 BCPS is not obligated to contract for all "ITEMS" as listed on the Price Proposal Sheet(s).

12.6 Time is of the essence. Submission of a proposal/bid, in response to this solicitation, shall mean that the Bidder can complete all work "as specified" within the specified time frame.

12.7 BCPS does not guarantee that all or any work will be done and reserves the right to reject all bids and to re-bid at its discretion. BCPS reserves the right to issue separate formal bids for any repair and/or installation services.

12.8 BCPS reserves the right to add award bidder(s) to this contract if the initial award bidders cannot fulfill all of the requirements.

13.0 Term of Contract

13.1 The term of the contract shall commence from the day of signing of the contract after the Board of Education of Baltimore County's approval, and all terms and conditions shall remain in effect through April 30, 2023.

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

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

13.4 BCPS reserves the option to extend this contract for an additional period upon mutual agreement and under the same terms, conditions, and pricing.

14.0 Assignment of Work

14.1 At its sole discretion, BCPS reserves the following rights:

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

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

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

14.2 This contract is to be utilized for projects with an estimated value not exceeding $200,000. If a project estimate exceeds this threshold, the Office of Purchasing reserves the right to issue a formal solicitation.
14.3 BCPS reserves the right to utilize Hourly Labor Rates (Regular, Off Hours, Emergency) submitted by Award Bidder(s) in response to this solicitation for work and for projects that are less than $30,000.

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

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

14.6 For projects exceeding $30,000, the cost of performance and payment bonds shall be included in the quote amount. Performance and payment bonds must be submitted to the Project Manager by the RFQ Award Bidder.

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

- Not to Exceed
- Lump Sum/ Firm Fixed Price/Base Bid
- Cost-plus-fee
- Design-build/Turnkey
- Informational Budget Estimate

14.8 BCPS reserves the right as a component of future RFQs, to accept Award Bidder's use of Hourly Labor Rate(s) equal or below those which were submitted in response to this solicitation.

14.9 BCPS reserves the right to request that Award Bidder(s) utilize the Hourly Labor Rate(s) submitted in response to this solicitation as a component of the RFQ.

14.10 BCPS reserves the right to request that Award Bidder(s) provide breakout costs as an attachment to the RFQ invoice.
14.11 Award Bidder(s) will not be paid for visiting a BCPS site to provide RFQ, and/or for any pre-examination of work.

14.12 Award Bidder(s) must include contract number on all quotes.

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

15.0 Hourly Rates

15.1 "Regular Hourly Labor Rate" for repair services, installation services, and/or testing services. In effect from 7:00 A.M. until 5:00 P.M. EST Monday through and including Friday. The rate is for one (1) certified technician, on-site working. Inclusive of all overhead, including but not limited to: driving time to and from the job site, materials, proper disposal, paperwork, salary of employees, and profit. The hourly rate must include overseeing and providing the work. The rate shall not include special equipment rental charges (i.e. aerial lifts, boom lifts, scissor lifts). Award Bidder shall respond as specified and required by BCPS when the request for service is placed. Reference Part II: Specifications—General Requirements, Section 20.0 Response Time, for detailed response time requirements.

15.2 "Regular Hourly Labor Rate – Off Hours" for repair services, installation services, and/or testing services. In effect Monday through and including Friday from 5:00 P.M. until 11:00 P.M. EST and Saturday from 7:00 A.M. until 3:00 P.M. EST. The rate is for one (1) certified technician, on-site working. Inclusive of all overhead, including but not limited to: driving time to and from the job site, materials, proper disposal, paperwork, salary of employees, and profit. The hourly rate must include overseeing and providing the work. The rate shall not include special equipment rental charges (i.e. aerial lifts, boom lifts, scissor lifts). Award Bidder shall respond as specified and required by BCPS when the request for service is placed. Reference Part II: Specifications—General Requirements, Section 20.0 Response Time, for detailed response time requirements.

15.3 "Emergency Hourly Labor Rate" for all emergency services. In effect twenty-four (24) hours a day, seven (7) days a week. Response time shall not be greater than (2) hours (as delineated within Part II: Specifications—General Requirements, Section 20.0 Response Time). The rate is for one (1) certified technician, on-site working. Inclusive of all overhead, including but not limited to: driving time to and from the job site, materials, proper disposal, paperwork, salary of employees, and profit. The hourly rate must include overseeing and providing the work. The rate shall not include special equipment rental charges (i.e. aerial lifts, boom lifts, scissor lifts).

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15.4 "Overtime Rate" is 1.5 times the Regular Hourly Labor Rate and/or the Regular Hourly Labor Rate – Off Hours. Overtime will be paid for hours other than those specified in the Regular Hourly Labor Rate and/or the Regular Hourly Labor Rate – Off Hours. BCPS will not pay any overtime rates unless prior written authorization is received by Award Bidder(s). If overtime is requested by award bidder and approved by BCPS, award bidder may be responsible for paying BCPS custodial coverage fees on-site.

15.5 "Holiday Hours" and/or "Double Time Rate" are those hours worked on the following days: Christmas Day, New Year's Day, Memorial Day, Labor Day, July 4th, and Thanksgiving Day. Holiday hours will be paid at the rate of two (2) times the Regular Hourly Labor Rate or the Emergency Hourly Labor Rate.

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

15.7 All hourly labor rates include the cost of consumable materials utilized by Award Bidder to facilitate install and/or for repair services. Some examples of consumable materials shall include, but not be limited to: cable ties, fasteners, tape, tags. BCPS shall not reimburse for any additional materials unless agreed to by BCPS in advance of the work.

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

15.9 BCPS shall not reimburse for cell phone usage.

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

15.10.1 Award Bidder(s) will have thirty (30) days from the contract anniversary date to submit a request for a Consumer Price Index (CPI) adjustment which may be applied to "Hourly Rate". For calculating the CPI adjustment, the Office of Purchasing shall follow the instructions below:


2. Under the section "CPI Databases" click the "TOP PICKS" icon next to "All Urban Consumers (Current Series) (Consumer Price Index - CPI)".

3. Select from the list "U.S. All items, 1982-84=100-CUUR0000SA0" Select "Retrieve data."
Select "More Formatting Options". Select "12 Months Percent Change". Click "Retrieve Data"

Use the chart: 12 Months Percent Change, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base period: 1982-84=100 (Note: The file can be downloaded into an excel worksheet.)

Adjustments shall be based on the average of the 12 months percentage change published by the U.S. Bureau of Labor Statistics at the time of request. For example, an adjustment request is submitted by Award Bidder to BCPS on December 10, 2011. The contract anniversary date is January 1. The U.S. Bureau of Labor Statistics has published data up to October 2011. Price adjustment would be based on the average from November 2010 to October 2011. This calculation shall include monthly U.S. Bureau of Labor Statistics data labeled as "Preliminary".

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

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

If adjustment request is rejected, BCPS reserves the right to purchase services and/or goods from the next most favorable responsive and responsible bidder, as the requested adjustment may change the award position. If the next most favorable responsive and responsible bidder(s) does not have service available within the requested timeframe, BCPS reserves the right to purchase from any source.

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

BCPS reserves the right to decrease rate, if such downward adjustment is reflected within CPI data.
16.0  *Percentage off List* Pricing

16.1 All delivery/freight charges, packaging (including pallet), insurance, expenses, and/or overhead shall be included within unit pricing requested by BCPS. When parts/equipment is ordered by BCPS from Award Bidder(s), standard delivery charges shall be included by Award Bidder(s) within line item pricing. BCPS may pay separate line item shipping charges only when order has been requested by BCPS to be expedited. Expedited delivery charges must be authorized by BCPS.

16.2 Manufacturer discount pricing provided by Bidders shall be for any quantity. No minimum quantity orders and/or shipments are guaranteed.

16.3 Manufacturer discount pricing submitting by bidders shall be non-direct, Governmental sales, where bidder is responsible for shipping and invoicing.

16.4 BCPS reserves the right to accept additional discount pricing if offered by the award bidders for bulk purchases, promotional pricing, and/or downward adjustments to discount pricing offered by manufacturer to Award Bidder(s).

16.5 Award Bidder(s) must have capability to accept BCPS Procurement Card (i.e. "VISA") as a method of payment. Bidders are prohibited from charging any additional cost to process orders.

16.6 BCPS may require Award Bidder(s) to provide documentation from manufacturer that authenticates actual manufacturer pricing.

16.7 Award Bidder(s) shall be granted the option to request an adjustment to each manufacturer discount pricing once per calendar year. If manufacturer represented by Award Bidder(s) issues a mid-year or force majeure ‘discount adjustment, BCPS shall either accept or reject such on a case by case basis.

16.8 Award Bidder(s) must notify the Office of Purchasing of any change in discount pricing IN WRITING. Failure to provide all the following will result in the request not being considered.

1. Provide the Solicitation Number or Contract Number
2. Provide the existing discount
3. Provide the new proposed discount. Increases shall be limited to the actual cost increase to the Award Bidder from manufacturer.
4. Provide the supporting documentation. The Award Bidder shall provide bona-fide manufacturers documentation reflecting the percentage change. BCPS shall validate the requested percentage adjustment.

16.9 Pricing adjustments are NOT automatic. BCPS reserves the right to accept or reject the adjustments within sixty (60) days of receipt of request.

1 If the request is rejected, the contract for that item shall be terminated thirty (30) days from the date of BCPS rejection letter.

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If adjustment request is rejected, BCPS reserves the right to purchase item from the next most favorable responsive and responsible bidder, as the requested adjustment may change the award position. If the next most favorable responsive and responsible bidder(s) does not have material available within the requested timeframe, BCPS reserves the right to purchase from any source.

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

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

17.0 Delivery

17.1 All deliveries shall be FOB Destination (inside).

17.2 All deliveries shall be scheduled at least 24 hours in advance by calling the contact person designated on the Purchase Order.

17.3 Delivery shall be made Monday through Friday (excluding school holidays) between the hours of 8:00 A.M. and 3:00 P.M. EST. Award Bidder shall be responsible for ensuring that deliveries are made during regular business hours and days.

17.4 BCPS requires that all items be delivered within ten (10) business days from receipt of order.

17.4.1 Failure of the Award Bidder to deliver within ten (10) business days of receiving an order may result in BCPS canceling the order with the Award Bidder and BCPS ordering the products from the next lowest bidder. The Award Bidder may then be pecuniarily responsible for the difference in cost.

17.4.2 If there are extenuating circumstances, out of the control of the Award Bidder, that would extend the delivery past ten (10) business days, then, the Award Bidder agrees to notify BCPS immediately of these circumstances and to advise of when the delivery shall be made.

17.4.3 Award Bidder demonstrating habitual delivery deficiencies will be subject to termination of contract for cause.
17.5 Any damaged shipments will be replaced solely at the Award Bidder's expense. This shall include pick-up of damaged product and delivering replacement product. Delivery of replacement product shall be made within three (3) business days from receipt of notification of damage.

17.6 All "drop shipments" (direct from a manufacturer or wholesaler) must adhere to the terms specified within this solicitation.

17.7 A delivery ticket shall accompany all deliveries. The delivery ticket must include the BCPS purchase order number. Any delivery that does not identify the BCPS purchase order number will be rejected. The Award Bidder shall obtain a signature from BCPS employee on the delivery receipt for all items delivered. The supplier will be required to furnish proof of delivery in case of dispute.

17.8 It is the Bidder's responsibility to have material available for BCPS to pick up at a location within fifty (50) miles from the Baltimore County Public Schools, 9610 Pulaski Park Drive, Baltimore, MD 21220. The determination of the mileage shall be obtained through on-line Internet tools, such as http://maps.yahoo.com/ or http://www.mapquest.com/, based upon the address provided by Bidder.

17.9 BCPS shall not pay restocking fee for any returned product.

18.0 Substitutions

18.1 Where a specific manufacturer or trade name is designated, it is to establish a standard of material, design function, finish, and quality. Only products of the named acceptable manufacturers and "or equal" (in quality, accessories, and attachments) shall be utilized.

18.2 The Award Bidder shall be responsible for determining what model or product of the acceptable manufacturer meets the specified standards. Other products which will perform equally the duties imposed by the general design will be considered providing submittal for substitutions is in strict accordance with requirements as indicated within the technical specifications of this solicitation.

18.3 All equipment and replacement components shall be new and unused. BCPS shall approve make and or model of replacement parts utilized.

19.0 Equipment

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

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

19.3 The Award Bidder(s) shall NOT utilize rental equipment without the expressed prior consent of BCPS. Use of rental equipment prior to obtaining the expressed prior written consent of BCPS shall result in termination of the contract for cause.

19.4 Use of BCPS equipment is prohibited.

19.5 BCPS shall direct Award Bidder(s) as to the appropriate equipment, parts, and supplies that should be maintained on dispatched vehicles upon official signing of the contract after the Board of Education of Baltimore County's approval. It is understood that Award Bidders who have not dealt with BCPS in the past may need more direction than those Award Bidders who have provided service to BCPS in the past.

20.0 **Response Time**

20.1 Regular Service Calls:

.1 Regular service requests shall be made in writing by BCPS and shall document the required service and time parameters for response. Response time shall be as specified and required by BCPS when the request for regular service is placed. BCPS may first notify Award Bidder via phone call; however, all requests for regular service shall be delineated in writing by BCPS.

.2 Physical response times by Award Bidder for regular service calls shall not be less than two (2) hours from when request is made by BCPS.

.3 Award Bidder is to physically show up at the site and perform services as required at the Regular Hourly Labor Rate at the time and/or day the service is requested and/or required by BCPS.

.4 Notwithstanding the aforementioned above (".3"), a typical regular service call will provide the Award Bidder with a twenty-four (24) hour window of time in which to mobilize technicians.

.5 Award Bidder is to physically show up at the site and perform services as required at the Regular Hourly Labor Rate at the time and/or day the service is requested and/or required by BCPS.

.6 Service requests shall be made in writing by BCPS and shall document the required service and time parameters for response.

.7 BCPS shall notify Award Bidder in writing if service request must be cancelled.
20.2 Emergency Service Calls:

.1 Due to the nature of emergency service calls, BCPS may first notify Award Bidder via phone call of the emergency service requirement. Award Bidder response time shall commence at time of phone notification. After initial phone notification, BCPS shall provide Award Bidder with emergency service request in writing.

.2 Physical response time for emergency service calls shall be within two (2) hours of telephone notification by BCPS.

.3 Emergency repairs shall be provided on a twenty-four (24) hour, seven (7) days a week basis.

.4 The Award Bidder is to physically show up at the site and perform services as required at the Emergency Hourly Labor Rate.

.5 If Award Bidder cannot respond to the emergency request within the time period specified above, Award Bidder must notify BCPS at the time the request for emergency service is placed. This will enable BCPS to go to the next Award Bidder for performing the emergency work.

.6 Service requests shall be made in writing by BCPS and shall document the required service and time parameters for response. Due to the nature of emergency service calls, BCPS may first notify Award Bidder via phone call. Response time shall commence at time of phone notification.

.7 BCPS shall notify Award Bidder in writing if service request must be cancelled. Due to the nature of emergency service calls, BCPS may first notify Award Bidder via phone call.

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

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

20.5 Award Bidder(s) shall make every effort to expedite any and all repairs in accordance with set time limits. Where limits may need to be exceeded, any deviations shall be verified and approved in advance by BCPS. The Award

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Bidder will notify BCPS Department of Physical Facilities in writing of any delays in repairs which exceed the above set time limits. Excessive delays in repairs which cannot be explained by the Award Bidder to the satisfaction of BCPS will be considered to be unsatisfactory service under the terms of the contract. Any excessive number of instances of unsatisfactory service, as determined by BCPS, will be cause for BCPS to consider the Award Bidder in default and the contract terminated for cause.

21.0 Warranty

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

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

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

22.0 Hazardous Material Information

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

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

22.3 Award Bidder(s) shall not be responsible for performing any asbestos abatement services. BCPS will have all asbestos containing material abated prior to commencement of work by Award Bidder(s). Award Bidder(s) will not initiate any work which will disturb any asbestos containing material. Failure to adhere to this policy may result in termination of the contract for cause.
22.4 Building materials in BCPS facilities may contain asbestos and/or lead paint. To prevent contamination or exposure, no work shall be performed by Award Bidder(s) that would disturb any building material(s). This shall include, but not be limited to the following activities: cutting, drilling and/or moving ceiling tiles. Award Bidder(s) shall notify the BCPS Project Manager in writing as soon as it is known that approval will be needed for a particular activity. BCPS shall respond to Award Bidder(s) request in writing to approve or deny the particular activity.

23.0 Occupancy Requirements

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

23.2 Use of Premises:

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

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

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

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

.5 Deliveries of equipment and other materials must be done with the Award Bidder present and stored on site as indicated by the Department of Physical Facilities. Equipment and material shall not be delivered to the site prior to their installation, unless approved by the Department of Physical Facilities.
.6 Award Bidder(s) shall not sound alarm devices during regular class hours, unless authorized by BCPS.

.7 AwardBidder(s) shall comply with specific considerations in regard to the sounding of alarm devices for BCPS sites that serve students who have multiple disabilities. BCPS liaison shall provide direction to Award Bidder(s) in regard to required special provisions for these sites (Reference “Exhibit A: BCPS Sites”).

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

24.0 Professionalism

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

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

24.1.2 Failure of the Award Bidder to mobilize certified technicians to provide an adequate response for simultaneous/multiple site emergencies.

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

24.1.4 Failure of the Award Bidder to utilize qualified personnel to do the work for BCPS sites. The individuals doing the work at the BCPS sites shall:

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

2. be properly trained and experienced to perform services as specified.

3. refrain from any comments and/or gestures to the students and/or staff; and, refrain from making any comments and/or gestures to fellow workers that could be interpreted as inappropriate and/or obscene.

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4. be dressed appropriately to work in a "school environment" with student, teacher, staff, and parents present. The employee shall prominently display the name of their company on a shirt and/or hat.

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

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

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

24.2.2 Award Bidder being unable to bid any BCPS project for up to twelve (12) months from the date of termination.

25.0 Subcontractors

The Award Bidder(s) shall NOT utilize the services of any subcontractor without the expressed prior consent of BCPS. Use of a subcontractor prior to obtaining the expressed prior written consent of BCPS shall result in immediate termination of the contract for cause. BCPS shall reimburse the Award Bidder(s) for their costs for the sub-contractor's labor and material. No additional mark-ups (i.e. overhead and profit or charges will be allowed.

26.0 Interruption of Service

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

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

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

26.4 If an on-site generator is provided by Award Bidder, an Award Bidder employee shall also be on site 24 hours per day until power is restored.
26.5 Award Bidder(s) shall be responsible for repairing accidental interruption(s) of utilities, caused by the Award Bidder, at the Award Bidder’s expense.

27.0 **Permits**

Award Bidder(s) shall make application for permits, as required for the work under this contract. BCPS shall reimburse Award Bidder(s) for the direct cost of application fee, as required for the work under this contract. Award Bidder is required to schedule inspections by Baltimore County Public Works and/or other State/Local agencies as required and is responsible to meet or exceed all codes.

28.0 **Applicable Standards and Guidelines**

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

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

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

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

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

29.0 **Invoicing and Payment**

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

1. BCPS Purchase Order Number, Work Order Number, Release Number, Name of Facility.

2. Award Bidder’s Invoice number, Invoice date, Completion date
3. All labor rates shall be paid in one half (1/2) hour increments after the first full hour (reference section 20.3). Labor rates should be itemized with date of service, total number of “working” hours, labor rate, and a subtotal of labor costs.

4. A total reimbursement amount for all material. Attach an itemized listing which includes the approved materials provided and installed. Materials shall be priced at the Award Bidders cost (including tax) plus markup not to exceed 15%. Bidders shall provide markup percentage within Price Proposal pages item 3A. Proof of cost by receipt, for materials over $100, must accompany the invoice, unless approved otherwise by BCPS. The formulas for the Award Bidder's Cost of materials Reimbursement Amount is as follows:

\[
\text{Award Bidder's Cost of materials} = (\text{Price of item}) + (\text{Applicable Taxes}) \\
\text{Reimbursement Amount} = (1.15) \times (\text{Award Bidder's cost of materials})
\]

Note: Cost of part(s) shall include all applicable manufacturer discounts and rebates. The 15% mark up as referenced above is maximum allowable mark up.

5. If multiple facilities are listed on one invoice, charges must be listed separately for each facility where work was performed.

6. Service Ticket(s) attached to invoice. Employee names and the number of hours each employee worked on site must be listed, and must be signed by the Building Operation Supervisor or designee. Date(s) of service shall be included, which must correspond to the sign in/out sheet and Raptor system located in the school office.

7. Total dollar amount due.

8. BCPS will not pay for rented or leased equipment fees in addition to the hourly rate quoted, unless, approved specifically by the designated BCPS liaison, in advance of their use. All freight charges, packaging (including pallets) shall be included within unit pricing requested by BCPS. BCPS may pay separate line item shipping charges only when the order has been requested by BCPS to be expedited. Expedited delivery charges must be authorized in advance by BCPS. BCPS shall not reimburse for: travel expenses, vehicle mileage, phone usage, or traveling to pick up parts (Reference: Part II, Section 15.0 Hourly Rates). BCPS will not pay any mark up for rental or leased equipment.

9. The Award Bidder(s) are to have an invoice format approved by BCPS.

10. Only one invoice shall be submitted per BCPS Work Order unless authorized by the BCPS representative.
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PART III: TECHNICAL SPECIFICATIONS

1.0 General Scope & Services

1.1 The specifications that follow are being offered to qualify and select contractor(s) to furnish all labor, equipment, materials, supervision, tools, and all related incidentals required to provide full service maintenance, replacements, new, and repairs of every description, including inspections, adjustments, test and replacement parts for elevators for various locations (approximately 200 schools and offices) for Baltimore County Public Schools (BCPS). Award Bidder(s) shall perform emergency and routine trouble shooting/problem diagnosis. Award Bidder(s) shall perform testing and inspection services. The Award Bidder(s) shall provide for services in accordance with industry standards and/or manufacturer recommendations. The intent of the Full Service Elevator maintenance program is for the Award Bidder(s) to assume all responsibility associated with the elevator equipment and associated parts as specified herein. Award Bidder(s) shall provide services as directed by BCPS.

1.2 Baltimore County Public Schools is requesting qualified firms for the purchase of the following products and services: A full service elevator maintenance and repair program and new installation program that:

.1 Ensures consistent performance standards are applied throughout BCPS.
.2 Reduces elevator repair response time and repair turn-over.
.3 Standardizes elevator maintenance procedures, processes, and reporting.
.4 Assists BCPS in establishing prioritization schedules for repair and maintenance.
.5 Assists State of Maryland DLLR inspectors with inspections. Ensures timely completion of safety orders for compliance with all applicable codes.
.6 Maintenance, service, repair and replacement of materials and/or equipment in elevators, of a similar manufacturer.

The Award Bidder(s) shall:

1.2.1 Consist of furnishing all material, labor, and preventive maintenance services, and repairs of every description, including inspections, adjustments, test and replacement of parts as herein specified for all equipment covered.

1.2.2 The Award Bidder(s) shall systematically examine, adjust, lubricate, clean and when conditions warrant, repair or replace the following items and components thereof and all other mechanical or electrical equipment, including, but not necessarily limited to the following:

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1.2.3 Entire machine, include housing, drive sheave, drive sheave shaft bearing, brake and assembly and component parts.

1.2.4 Hoist motor and motor generator including auxiliary rotating systems, motor windings, rotating elements, commentators and bearing, field windings.

1.2.5 All sheaves.

1.2.6 Controller: All components, including all relays, contacts, solid state component resistors, condensers, transformers, leads, mechanical or electrical timing devices, controller parts, selectors and dispatching equipment, solid-state components, transducers, resistors, condensers, power amplifiers, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.

1.2.7 Selector: All components including selector drive tape, wire or cable, hoist way vanes, magnets, inductors ad all other mechanical and electrical drive components.

1.2.8 Motor, brushes, brush holders and generator brush and brush holders.

1.2.9 Hoistway door interlocks and contacts: hoistway door hangers and tracks bottom door jibs and guides, cams, rollers, and auxiliary door closing devices for power-operated doors. Chain, tracks, cams, interlocks, sheaves for vertical bi-parting doors. All thrust rollers, (Eccentrics) broken arm closer assembly, retiring arm assemblies complete. Hoistway limit switches, slowdown switches, leveling switches and associated cams and vanes.

1.2.10 Guide shoes rollers or jib type assemblies complete.

1.2.11 Automatic power operated door operators, door protective devices, car hangers, tracks and or door contacts for both side slide and vertical bi-parting doors, photo eyes, door protective devices, load weighting equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibbs, and emergency car lighting.

1.2.12 Traveling cables.

1.2.13 Elevator control wiring in hoist way and machine room.

1.2.14 Governor including governor sheave and shaft assembly bearings, contact jaw and governor tension assemblies.

1.2.15 Car and counterweight safety mechanism and load weighting equipment.
1.2.16 Hoist cables, governor cables, compensating cables and compensating chains, including the adjustment and shorting of same as required by Code.

1.2.17 Buffers, oil or spring type.

1.2.18 Fixture contacts, push buttons, key switches and locks and lamps and sockets of button stations (car and hall), hall lanterns, position indicators (car and hall), direction indicators.

1.2.19 The Award Bidder(s) shall keep the guide rails free of rust where roller guides are used and properly lubricated when sliding guides are used. Renew guide shoe rollers and jibs as required to insure smooth and satisfactory operation.

1.2.20 The Award Bidder(s) shall also examine and make necessary adjustment or repair to the following accessory equipment including revamping of signal equipment: hall lanterns car and corridor position indicators, car stations, traffic direction station, electric door operators, intercom system, interlocks, door hangers, safety edges, LED.

1.2.21 All replacement parts shall be new and specifically designed for the elevator on which they are to be used.

1.2.22 The Award Bidder(s) shall furnish and use lubricants as recommended by the manufacturer of the equipment or approved equal.

1.2.23 The Award Bidder(s) shall be responsible for keeping the exterior of the elevator, machinery and other parts of the equipment subject to rust, painted with heat resistant enamel and presentable at all times. The windings shall be treated as needed with proper insulating compound as recommended by motor manufacturer. Cleaning and re-finishing of the interior of the cars and exterior of hoist way door frames are excluded from this contract.

1.2.24 The Award Bidder(s) shall maintain all elevator equipment in hoistways, pits, machine rooms, and assigned elevator. The Award Bidder(s) work space in a clean, orderly condition, free of dirt, dust and debris; pits and machine spaces shall be kept dry and clean.

1.2.25 Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.

1.2.26 Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counter weight buffers, car and counterweight guide rails, car and
counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.

1.2.27 Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.

1.3 The Award Bidder(s)

BCPS shall be notified in advance of any “proprietary” hardware, software, peripherals, equipment and/or related components provided for under this contract. Such notification shall be made by Award Bidder in writing to BCPS at time of bid.

1.3.1 Components which require repair, overhaul or replacement during warranty periods do not relieve the Award Bidder of responsibility. Under this contract the Award Bidder shall negotiate with appropriate manufacturers/distributors and/or suppliers to expedite the repair/overhaul or replacement within a period of time acceptable to BCPS Department of Facilities Management designated representative.

1.3.2 The Award Bidder must provide "as-built" drawing(s) for any changes made to the systems during the course of this contract. Three copies must be supplied to BCPS Department of Facilities Management, with all changes legibly marked in red. The Award Bidder shall also provide BCPS Department of Facilities Management designated representative, three (3) copies of OEM manuals for all new equipment installed during this contract. Electronic format shall be acceptable.

1.3.3 BCPS reserves the right solely to make the determination whenever systems, or parts thereof, must be repaired, replaced or overhauled. The Award Bidder must notify BCPS Department of Facilities Management designated representative, for authorization to proceed with any repairs, replacements, or updates. The Award Bidder shall follow the operation and maintenance instructions which are furnished by the manufacturer for all systems, and equipment, however, the successful operation of the facilities is the primary goal even if it means that the manufacturer's operating and maintenance standards must be exceeded to attain that goal. With regard to this contract, BCPS Department of Facilities Management or designated representative will determine acceptability of all work and/or services performed. If the work and/or services are not acceptable, the Award Bidder will be called in to review and correct all problem areas without additional cost to BCPS. Upon notification by BCPS Department of Facilities Management designated representative, the Award Bidder will affect repairs to deficient work and/or services in accordance with a schedule jointly agreed upon.
1.3.4 The Award Bidder will repair or replace any of the parts specified above at no cost to BCPS, unless determined to misuse or vandalism, determined by BCPS and will be replaced with OEM parts. In the event that the parts are no longer available, approval must be given by BCPS Department of Facilities Management representative.

2.0 General

2.1 The Award Bidder(s) shall not be responsible (unless directed by BCPS representative) in which costs incurred by the User Agency for upgrading the equipment to meet changes in code requirements as may be recommended and/or directed by insurance companies, Federal, State, Municipal or other Governmental authorities. Should a full replacement of an elevator be required, BCPS representatives shall facilitate an RFQ. The successful Award Bidder shall be responsible for the maintenance of the elevator and its associated equipment and parts for two years. If there are manufacturers’ warranties that extend beyond two years, they will be provided to BCPS. At the conclusion of the warranty period, in accordance with the contents of this RFQ, the full service maintenance contractor shall resume all maintenance activities associated with maintaining the replaced elevator.

2.2 The Award Bidder(s) shall be responsible for giving immediate notice to the designated Department of Facilities Maintenance representative of any condition, which he discovers, that may present a hazard to either the equipment or passengers.

2.3 The Award Bidder(s) shall not be required by this agreement, except as herein noted, to make renewals or repairs necessitated by proven negligence or misuse of the equipment by persons other than the Award Bidder(s), his representatives and employees, or by reason of any other proven cause except for normal wear and tear, beyond the control of the Award Bidder(s).

Examples of these are the following:
Refinishing, repairing or replacing car enclosures, hoistway, enclosure hoistway door panels, frames, sills, and all power supply panels and feeders. Cost of repairs, replacements or removal necessitated by any cause, other than ordinary wear, which is occasioned by negligence shall be determined by a BCPS representative.

Any repairs that are not the Award Bidder(s) responsibility will be paid at the labor rates bid on the Form of Proposal. All material required for the above mentioned repairs will be paid on either a time and material or not-to-exceed basis as defined in the Award Bidder(s) proposal. The Award Bidder(s) will be paid only for repairs actually required.
3.0 **Equipment, Wiring, and Circuit Changes**

The Award Bidder(s) shall not make any changes or alterations to the existing mechanical equipment, circuit wiring or sequencing, nor alter the original circuit or wiring design of the elevator unless changes are authorized, in writing, by the BCPS Representative for approval. This submission shall include neatly prepared drawing and wiring diagrams as well as a complete description of the proposed change. Prior to submitting the proposed change to the agency, the Award Bidder(s) shall, at its own cost and expense, have obtained comments from the original equipment manufacturer concerning the overall effect of such changes on the system. If changes are made, Award Bidder(s) shall provide as-built drawings of modifications.

3.1 **Electrical Wiring**

The Award Bidder(s) shall be responsible for maintaining, repairing and/or replacing all electrical wiring and conductors extending to the elevator system from circuit breakers and main line switches in machine rooms and from outlets in the hoist ways. The circuit breakers and main line switches, together with fuses for the same, are excluded from the Award Bidder(s) responsibility.

3.2 **The Award Bidder(s) shall be solely responsible to determine which technical materials are required and to inform BCPS thereof. The agency shall make variable to the Award Bidder(s) any and all such technical materials already at its disposal and all Bidders may examine it at any reasonable time before bid opening upon making arrangements therefore with the BCPS Representative. Such examination by Bidders shall take place at the job site only. It is the Bidder’s sole responsibility to determine the accuracy and completeness of any and all such technical materials made available for such examination by BCPS since BCPS does not warrant and accepts no responsibility for the accuracy and completeness of any and all such technical materials or their lack thereof. The Award Bidder(s) shall be required to advise BCPS of the need for any such materials and the Award Bidder(s) shall be required to procure any such needed materials which are not otherwise available at its sole cost and expense. At the expiration of the contract, all such technical materials shall faithfully represent the then current “as modified” condition of all BCPS equipment which is covered by such Award Bidder(s).**

Any and all drawings and wiring diagrams furnished to the Award Bidder(s) by BCPS or drawings and wiring diagrams prepared by the Award Bidder(s) for work under the Contract shall be considered the property of BCPS and shall be accessible to the BCPS Representative at all times, and be turned over to them when requested. BCPS reserves the right to withhold payment if these drawings and wiring diagrams are not released to them upon demand.

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4.0 **Maintenance Service**

Maintenance under this contract shall provide a constant, high quality service to properly protect all elevators from deterioration and to provide constant peak performance of all elevators, resulting in a minimum of down time for any portion of the system. If the elevator is not repaired after two (2) visits, the Award Bidder is required to have a superior technician, (Adjuster), visit the site to troubleshoot.

Not more than one elevator per facility shall be out of service at one time for regular maintenance, lubrication, servicing and repairs. The time of day that each elevator can be shut down for routine maintenance shall be scheduled with the designated BCPS representative to minimize the disruption caused by the elevator. If for any reason an elevator be out of service for more than two (2) hours, the Award Bidder(s) shall notify the BCPS representative immediately when the elevator was taken out of service, the reason why and what time the elevator is expected to be put back in service for proper and safe operation. If the elevator is to be shut down for two (2) or more days, the Award Bidder(s) must supply an alternative lift, such as the SuperTrack by BEDCO to support all persons and wheelchairs, and to supply training for lift at no cost to BCPS. The following schedule will be considered maximum shut down times allowed:

4.1 **Major Repairs** (include but not necessarily limited to the following);

4.1.1 Cable –hoist, governor, compensating and tail ropes. Completion of the work should be within four (4) working days after replacement cables are received.

4.1.2 Brake Coils and motor field coils – Five (5) working days.

4.1.3 Rewind motor or MG ser armature – eight (8) working days.

4.1.4 Turn down and undercut machine commutator – three (3) working days.

4.1.5 Governor repair – two (2) working days.

4.1.6 Replace motor bearings – four (4) working days.

4.2 **Minor Repairs** (include but not necessarily limited to the following).

Completion within twenty-four (24) hours

4.2.1 Replace relay coils.

4.2.2 Replace relays.

4.2.3 Replace door interlocks.

4.2.4 Replace door jibs.

4.2.5 Door operator repairs.

4.2.6 Repair selector drive tape.

4.3 **Minor Repairs** (include but not necessarily limited to the following).

Completion within two (2) working days.

4.3.1 Replace door operator motor.

4.3.2 Replace selector drives motor.

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4.3.3 Replace brake linings.
4.3.4 When an elevator is shut down, a laminated sign shall be placed at each opening (where applicable) stating: "This elevator is being serviced. Please use elevator BA Number." (where applicable). A record shall be maintained by the Award Bidder(s) of non-emergency maintenance items in need of correction which come to his attention, and he shall provide this list immediately to the BCPS representative for necessary corrective action during the Award Bidder(s) routine visits.

5.0 Maintenance Service Records

The Award Bidder(s) shall provide and keep current suitable electronic check charts for each elevator. Upon completion of maintenance, the Award Bidder(s) are to furnish an electronic report including check charts and log of arrival and departure times of the Award Bidder(s) employees. The electronic log shall contain column lines for date entry and column lines for description/extent of work performed.

The Award Bidder(s) shall maintain an electronic log of all call back records. On a monthly basis, the Award Bidder(s) shall submit an electronic copy to the BCPS representative in the form of a line graph that shows the trend in callbacks. The Award Bidder(s) must keep a written log in the machine room for each elevator.

6.0 Maintenance Responsibility

The Award Bidder(s) shall keep the elevator maintained to operate at the original contract speed, keeping the original performance time, including acceleration and retardation as designed and install by the manufacturer. The door operation shall be adjusted as required to maintain optimum door opening and door closing times, within legal limits.

BCPS representatives reserves the right to make inspections and tests when deemed advisable. If it is found that the elevator and associated equipment are deficient either electrically or mechanically, the Award Bidder(s) will be notified of these deficiencies in writing, and, if no life threatening situation exists, it shall be his responsibility to make the necessary corrections within thirty (30) days after his receipt of such notice. In the event of a life-threatening situation, the Award Bidder(s) must make the necessary repairs immediately. In the event that the deficiencies have not been corrected within thirty (30) days, or immediately as the case may be, BCPS may terminate and employ another contractor to make the corrections at the original Award Bidder(s) expense.

During any contract year, a third party may perform maintenance and safety inspections. The third party shall accompany the BCPS representative for both inspections of all elevators under this contract. At the conclusion of this inspection, the BCPS representative shall give the Award Bidder(s) written notice via an electronic document of any deficiencies found. The Award Bidder(s) shall be responsible for the correction of these deficiencies in accordance with the above paragraph.
7.0 **Work Hours**

The maintenance to be performed under these specifications shall be performed during normal work hours as specified in Part II, 15.0.

8.0 **Reporting Requirements**

The Award Bidder(s) shall maintain a complete electronic record (by elevator) of all emergency callbacks, replacements, and repair work performed. This information shall be consolidated by the Award Bidder(s) into an electronic monthly report to the BCPS representative. This monthly report shall indicate the elevator, BA number, date work was performed, type of work (callback, replacement or repair), brief description of the work performed, man-hours expended and materials used.

9.0 **Spare Parts**

9.1 The Award Bidder(s) shall maintain a stock at all times, for immediate delivery and installation, a sufficient supply of emergency parts, and materials for the repair of the entire elevator systems. All replacement parts and materials shall be specifically designed for the elevators on which they are used. The Award Bidder(s) is responsible for the replacement of any obsolete parts and any needed modifications to the equipment to make the new part function to fulfill the requirements of the existing equipment design and performance. The Award Bidder(s) shall provide for replacement parts from the original manufacturer of the elevator or suppliers of such original manufacturer’s parts, except where such parts will not affect the integrity of the system and the use of an equivalent part has been approved by Contract Maintenance Services. It is the intent of this specification to require all parts furnished on this contract to be new and per the original equipment manufacturer’s part number for the particular machine or approve equivalent, and suitable for the conditions and duties imposed upon them, to assure the complete repairs fulfill the intended requirements of existing equipment design and prior approval of the Senior Operations Supervisor, Contract Maintenance Services, or his representative.

9.2 The Award Bidder must maintain a supply of frequently used replacement parts and lubricants to meet the specific routine requirements of all elevators. The Award Bidder must agree to supply of routine replacement parts available for express delivery in case of emergencies.

9.3 In addition to the minor spare parts specified, the Award Bidder(s) shall have available at all times, for immediate delivery and installation, sufficient supply of the following emergency spare parts for the repair of each elevator system concerned. The inventory shall include, but not necessarily be limited to the following:
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9.3.1 Lamps, minimum two each type.
9.3.2 Door operator motors and gear reduction units, for both side slide and vertical bi-parting doors.
9.3.3 Transformers and rectifiers for each type and size used.
9.3.4 Relays and switches, minimum one of each type.
9.3.5 Controller and selector motor (when used), leveling switches, magnets and inductors.
9.3.6 Selector tapes and selector motor (when used), leveling switches, magnets and inductors.
9.3.7 Door interlocks.
9.3.8 Car door safety edges complete each type.
9.3.9 Car door photoelectric safety device.
9.3.10 Car door electric door detectors complete to include preamplifiers and power pack.
9.3.11 Hang rollers for both car and hall doors.
9.3.12 Limit switches and terminal stopping switches.
9.3.13 Roller guides for car.
9.3.14 Electronic tubes for each type and size used.
9.3.15 Flexible guide shoe jibs.
9.3.16 Torque wrenches and other small tools.
9.3.17 Optiguards for each type used.

The Award Bidder(s) shall provide at the building a spare parts metal storage cabinet and metal containers of waste and other flammable materials.

10.0 Overtime

During the term of the contract, the BCPS representative may authorize the Award Bidder(s) to use overtime in order to expedite major repairs. This authorization will be granted in those instances where the BCPS representative has made a determination that such action is in the overall best interest of BCPS. When this authority is granted, the Award Bidder(s) shall pay employees overtime rates as specified in the Form of Proposal, 004000-3-4.14.0

11.0 Testing

All service and repair work shall be performed in compliance with the American Society of Mechanical Engineers Code ASME A17.1-1193, or the most current version, and shall be subject to safety inspection by the BCPS Representative. Periodic inspection of the elevators as required by ASME 17.1 Code should provide personnel who are familiar with the equipment to perform the test. The Award Bidder(s) shall periodically examine and test all safety devices. He shall make formal safety tests and inspections as required and outlined in the ASME A17.1 Code. The tests and inspections shall be conducted in the presence of the elevator inspector designated by the State of Maryland. Test shall be performed at intervals specified in the ASME Code. It will be the responsibility of the Award Bidder(s) to determine when these tests are due. After completion of the required safety tests, the Award Bidder(s) must submit electronically a
document to the BCPS Representative indicating at the least the following information. The document may be the Award Bidder(s) standard form or the ASME Standard Form.

11.1 Type of test.
11.2 Name of organization performing the test.
11.3 Address of facility being tested.
11.4 Elevator BA number
11.5 Capacity.
11.6 Speed.
11.7 Type of elevator.
11.8 Type of Machine.
11.9 Indication that governor has been checked for proper tripping speed and that the over speed switch is functional.
11.10 Type, size and condition of governor type before and after test.
11.11 Load at which safety was tested.
11.12 Speed at which governor tripped.
11.13 Length of marks on each guide rail made by safety laws.
11.14 Number of turns remaining on drum.
11.15 Did car or counterweight set level?
11.16 Did governor set satisfactorily?
11.17 Was governor calibrated? At what speed?
11.18 Was safety test satisfactory?
11.19 At what speed and load were buffers tested?
11.20 Was oil level satisfactory after test?
11.21 Indicate plunger compression return time.
11.22 Indicate date test was made.
11.23 Signature of individual performing tests.
11.24 Any additional remarks that are applicable.
11.25 Name of the State of Maryland witnessing the test.

After tests have been performed, all safety devices shall be checked and adjusted as required to meet manufacturer’s recommendations. Elevators shall not be placed in service until all tests, checks and adjustments are complete and elevator(s) are in proper working order. The Award Bidder(s) shall not be held responsible for any damage to the building and equipment caused by the test, unless such damage is a result of negligence. Failure to follow correct procedures to prevent damage and failure to perform pretest examinations shall be considered negligence by the Award Bidder(s).

12.0 **Traction Elevators**

The Award Bidder will periodically examine safety devices and governors of the elevators. Award Bidder will conduct an annual no load test and perform at each fifth year a full load, full speed test of safety mechanisms, over speed governors, and car counterweight buffers. The inspection with be done in the presence of the DLLR inspector, at no cost to BCPS. The governor will be calibrated and sealed for proper tripping speed, and elevator car balances will be checked. Provide results of test in writing to BCPS. If the elevator fails because the annual no load test or five year full load test was not performed, or for any preventive maintenance performed on the
elevators, the cost of the re-inspection will be deducted from the invoice following the re-inspection.

As required by Code, or a minimum of five years, measure the coated steel belts for factor of safety using a method approved by the manufacture.

13.0 **Hydraulic Elevators**

Conduct an annual no load test and annual pressure relief valve test and provide results to BCPS in writing. If the elevator fails because the annual no load test or five year full load test was not performed, or for any preventive maintenance performed on the elevators, the cost of the re-inspection will be deducted from the invoice following the re-inspection.

14.0 **Inspections**

14.1 BCPS reserves the right to make or cause to be made, such inspections and tests, as deemed advisable, to ascertain that the requirements of these specifications are being fulfilled. Should it be found that the standards herein specified are not being satisfactorily maintained, Contract Maintenance Services may immediately demand that the Award Bidder(s) place the elevators in a condition to meet these requirements. If the Award Bidder(s) fails to comply with such demands, within a reasonable time, the Senior Operations Supervisor, Contract Maintenance Services, or his designee, may, by written notice to the Award Bidder(s), terminate his right to proceed further with the work. In such event, the entity may take over the work and prosecute it to completion, by contract or otherwise, and the Award Bidder(s) and his sureties shall be liable to the owner for any additional cost incurred by the owner.

14.2 The Award Bidder(s) shall be required, as part of the contract, to perform the annual inspection and the five (5) year full load inspection (if due during the term of the contract). These inspections (both annual and five year) are required by the State of Maryland. It is the responsibility of the Award Bidder(s) to make sure each elevator is compliant. If BCPS receives a safety order for these two inspections because they are out of compliance, the re-inspection fee will be deducted from the corresponding invoice.

15.0 **Firemen’s Recall Service**

The following ASME Code A17.2-93 Rule 1260.7 tests must be made monthly. It is the responsibility of the Award Bidder(s) to perform these tests and record in the corresponding sheet in the mechanical room. If there is no sheet, the Award Bidder(s) must supply one. If the elevator fails the safety test by DLLR because of failure to perform the recall tests, the re-inspection fee will be deducted from the corresponding invoice.

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Phase 1 – EMERGENCY RECALL OPERATION:

Initiating by inserting key in key switch lobby or designated level. Turn key to “ON” position. Wait for all elevators to return to that floor and their doors to full open. If test is for Phase I only, turn key to “OFF” position and remove.

Phase 2 – EMERGENCY IN CAR OPERATION:

Remove key from designated level key switch while still in the “ON” position. Insert key into key switch of the first elevator. Turn to “ON” position. Push next floors car button. Push “Door Open” button and hold until doors are fully opened. To return to designated level, push corresponding button number. Push “Door Close” button and hold until doors are fully closed. Return key to the “OFF position, remove key, and repeat for next elevator.

CLEAR: to clear firemen’s recall test, insert key into designated level key switch. Turn to “OFF” position and remove key.

16.0 Items of Preventative Maintenance Work

16.1 The Award Bidder(s) shall notify the BCPS representative, or his designee, when any equipment is to be taken out of service for maintenance or repair and when the equipment is being put back in service.

16.1.1 The Award Bidder(s) shall provide and maintain suitable dated check chart(s) and bound service log book(s) for each elevator in each machine room showing all inspection tasks, maintenance and repairs performed, identified problems and actions taken, including dates, the nature of work, parts and components utilized to perform such maintenance or repairs, at their expense. The check chart and log book shall not be removed from its designated area by the Award Bidder(s) except for the purpose of reproduction and shall be immediately returned. The service technician shall make dated entries to record observations, malfunctions encountered and cleared, completed repairs, maintenance performed, etc. The BCPS representative may also record description of malfunction, action taken or comment on work performed.

16.1.2 The service logbook shall not be removed from the premises. The requirement to keep a continuous log of activity of each service location is over and above the requirement to provide service reports and quarterly performance reports.

16.1.3 Failure to sign in on the service log book for any and all required maintenance visits shall result in non-payment to the Award Bidder(s) for that visit.
16.1.4 Service tickets shall be compared to log books. Any required maintenance visits not signed shall result in non-payment to the Award Bidder(s) for that visit.

16.1.5 All lubricants, cleaning materials, etc. shall be supplied by the Award Bidder(s). All lubricants must be of the type and grade recommended by the manufacturer of the elevators for the purpose used. The Award Bidder(s) is responsible for maintaining proper lubrication per the manufacturer’s recommendation at all times. Lubricants in gear cases and bearing oil reservoirs shall be drained, reservoirs flushed and then refilled with new lubricant as a yearly maintenance item. The Award Bidder(s) shall remove any and all accumulated trash from the pits and shall keep the building premises clean of all trash, debris, replacement equipment and parts and any combustible materials resulting from the work required under this contract for each visit.

16.1.6 The Award Bidder(s) shall supply and install any and all parts made necessary by normal wear and tear under this contract to insure a properly operating system in readiness for safe, regular and satisfactory use. The Award Bidder(s) is responsible for shortening and/or renewing all hoisting ropes, safety trim and governor ropes and other wire ropes whenever necessary to insure maintenance of an adequate safety factor under this contract. Parts replaced due to normal wear and tear will not be paid for separately but shall be considered included in the monthly unit price quoted for each elevator.

16.1.7 The Award Bidder(s) shall keep the equipment in operation and maintain not less than the same speed, safety and efficiency as originally specified. All service and repair work shall be performed in compliance with the A.N.S.I Code, latest edition, and will be subject to inspection by Contract Maintenance Services representative, the State Inspector, and the BCPS Insurance Inspector. The Award Bidder(s) shall make his personnel available to accompany the State Inspector during the course of any inspection required under local codes or A.N.S.I Code at no additional cost to the entity.

The preventative maintenance specified herein is considered the minimum for all equipment. If specific equipment covered by the Contract requires additional preventative maintenance for safe, reliable operation, as specified by the manufacturer, the Award Bidder(s) shall perform the required additional preventative maintenance without added cost to BCPS.

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16.2 **Semi-monthly**

16.2.1 Perform general inspection of machinery, sheaves, worm and gear motor, brake, selector of floor controllers (when used). Lubricate as required.

16.2.2 Empty drip pans, discard oil in an approved manner and check reservoir oil level.

16.2.3 Observe brake operation and adjust or repair if required.

16.2.4 Inspect and lubricate machinery, contacts, linkage and gearing.

16.2.5 Clean and inspect brushes and commutator, perform needed repairs.

16.2.6 Clean and inspect controllers, selectors, relays, connectors, contacts, etc.

16.2.7 Ride car to all levels and observe operation of doors, leveling, re-opening devices, push buttons, lights, etc.

16.2.8 If rails are lubricated, check conditions and lubrication Service lubricators and lubricate as required.

16.2.9 Replace all burned out lamps in elevator cars, machine room, pit, hall lanterns, etc.

16.2.10 Remove litter, dust, oil, etc. from all machine room equipment.

16.2.11 Clean trash from pit and empty drip pans.

16.2.12 Check condition of car switch handle, replace emergency release glass if required.

16.2.13 Check governor and tape tension sheave lubricator and adjust or repair as required.

16.2.14 Replacements for burned out lamps in lanterns, push buttons, care and corridor position indicators, director stations, "this car up" signs and other signal fixtures shall be supplied by the Award Bidder(s). Replacement for burned out lamps in elevator cars, machine rooms and pits shall be supplied by the facility and installed by the Award Bidder(s).

16.2.15 The Award Bidder(s) shall make semi-monthly visits to examine, adjust, lubricate and make regular safety tests requested by governing authorities as required. As conditions warrant, repair, or replace all parts of the entire elevator installation including but not limited to all machines, power units, brakes, control equipment, motor generator sets, electrical parts, guide rails, car and car accessories, door interlocks and contacts, flooring, ropes, hangers, closures, safety edges, positon lights,
key switches, motors, controllers, governors, sheaves, selectors, worn gears, thrust bearing, brake magnet coils, brake shoes, brushes, windings, commutators, rotating elements, contacts, oil buffers, coil resistors, fuses for operating circuits and for motor circuits, magnet frames, cams, car door and hoist way door hangers, tracks and guides, car and counterweight guide rails, counterweight, door operating devices, push buttons, travelling cables, electronic tubes, hall lanterns and indicators, all wire ropes and cables, shackle springs, bulb replacements in signal systems, programmers, computers or other electronic control systems and all other elevator signal and accessory equipment including power cables, all fan and ventilating equipment for elevator cars, emergency lighting systems, signal system bulbs which shall be of the same wattage, pumps, tanks, pistons, valves, packing, cylinder head and its fastenings, hydraulic oil lines, fitting assemblies, flexible couplings, belts, chain drives, step chain drives, step chains, step wheels, curtain boards, armatures, springs, hinge pins, handrails, brush arms, steps, step risers, tension rollers, and all other equipment necessary to maintain safe, first class operating elevator systems. Maintenance and testing of emergency light and bell systems is included. The Award Bidder(s) shall maintain the proper timing sequence of all elevators servicing the same areas within each building and reprogram, as needed. Brushes shall be replaced when they are 50% worn down. The Award Bidder(s) shall reprogram control box numbers as requested by BCPS.

16.2.16 Mechanics performing regular routine maintenance inspections shall observe the operation of the equipment through its full range of movement, and shall proceed to make all adjustment, lubrication, and replacement of all worn, deteriorated or obsolete parts, required to keep the equipment in safe and first-class operating condition, in readiness for regular and satisfactory use, per these specifications.

16.2.17 When a part breaks down and needs to be replaced, but it is no longer manufactured as an OEM part by the original manufacturer, an aftermarket manufacturer, or any manufacturer as a stock item or part of their product lines, this part shall be considered obsolete. Replacement of this part shall not be included in the contract prices for routine preventive maintenance. Payment for this part only shall be paid under the upgrades and enhancements contract pricing, the Award Bidder(s) cost of the part multiplied by the mark-up price multiplier for overhead and profit. All other cost for the replacement of this part shall be included in the contract prices for routine preventative maintenance.
16.3 Monthly

16.3.1 Observe operation of elevator throughout its full range of all floors it serves to test controls, safety devices, leveling, relieving and other devices.

16.3.2 Check door operation, clean lubricate and adjust brakes, check linkages, gears, wiring motors, check keys, set screw, contacts, chains, cams and door closer.

16.3.3 Check selector. Clean, adjust and lubricate brushed, dashpot, traveling cables, chain, pawl magnets, wiring, contacts, relays, tape drive and broken tape switch.

16.3.4 Check car. Clean, adjust and lubricate car door and gate tracks, pivots, hangers, car grill, side and top exits.

16.3.5 Inspect interior of cab. Test telephone or intercommunication system, normal and emergency lights, fan, emergency call system or alarm, car station. Make needed repairs.

16.3.6 Visually inspect controller, contacts and relays. Check adjustment and replace contacts as required.

16.3.7 Observe operation of signal dispatching system. Inspect compensating hitches, buffers, rope clamps, slack cable switch, couplings, keyways and pulleys. Check load weighting device and dispatching time settings. Clean, adjust and lubricate as necessary.

16.3.8 Check oil level in car and counterweight oil buffers and add oil as required.

16.3.9 Check brushes and commentators. Inspect commentators for finish, grooving, eccentricity and mica level. If required, clean, turn or refinish commutator to provide proper commutations. Inspect brushes for tension seating and wear, replace or adjust as required.

16.3.10 Check and adjust:
1. Car ventilation system.
2. Car position indicators.
3. Direction stations.
4. Hall and car buttons.
5. Hall lanterns.
6. This car up signs.
16.4 Quarterly

16.4.1 Check leveling operation. Clean and adjust leveling switches, hoist way vanes, magnets, and inductors. Repair and/or adjust for proper leveling.

16.4.2 Check hoist way doors. Clean, lubricate car door or gate tracks, hangers and up thrust eccentrics, linkages, jibs, and interlocks.

16.4.3 Clean, adjust and lubricate car door or gate tracks, pivots, hangers.

16.4.4 On hoist way doors, clean, lubricate and adjust tracks, hangers and eccentrics, linkages jibs and interlocks.

16.4.5 Inspect all fastening and ropes for wear and lubrication. Clean both governors and hoist ropes and lubricate hoist ropes and if needed. Inspect all rope hitches and shackles and equalize rope tension.

16.4.6 Inspect hoist reduction gear brake and brake drum, drive sheave and motor, and any bearing wear.

16.4.7 In the car, test alarm bell system. Clean light fixtures, inspect, clean and adjust retiring cam devices, chain, dashpots, commentators, brushes, cam pivots, and fastenings. Test emergency switch (ground case, if necessary). Inspect safety parts, pivots, setscrew, switches, etc. Check adjustments of car and counterweight jibs, shoe or roller guides, lubricate and adjust if necessary.

16.4.8 In the pit, lubricate compensating sheave and inspect hitches. Inspect governor and tape tension sheave fastenings. Empty clean oil drip pans.

16.4.9 Clean all parts of safeties and lubricate moving parts to assure their proper operation. Check and adjust clearance between safety jaws and guide rails. Visually inspect all safety parts.

16.4.10 Clean and examine governor rope, replacing, if needed. (Do not lubricate governor rope).

16.5 Semi-annually

16.5.1 Check controller. Clean with blower, check alignment of switches, relays, timers, contacts, hinge pin, etc. adjust and lubricate. Check all resistance tubes and grids. Check oil in overload relays, settings and operation of overloads. Clean and inspect fuses and holders and all controller connections.

16.5.2 In hoist way examine guide rails, cams, sheaves, sills, bottom of platform, car tops, counterweights and hoist way walls.
16.5.3 Inspect sheaves to ensure they are tight on shafts. Sound spokes and rim with hammer for cracks.

16.5.4 Examine all hoist ropes for wear, lubrication, length and tension. Replace, lubricate and adjust as required to meet code requirements.

16.5.5 On tape drives, check hitches and broken tape switch.

16.5.6 Check car stile channels for bends or cracks; also car frame, cams, supports and steadying plates.

16.5.7 Lubricate moving parts or vertical rising or collapsible car gates. Check pivot points, sheaves, guides and track wear.

16.5.8 Lubricate guide shoe stems

16.5.9 Check governor and tape tension sheave fastenings.

16.5.10 For bi-parting doors, clean chains, tracks and sheaves, lubricate as required. Check door contacts.

16.5.11 Check fastening and operation of door checks, interlocks and lubricate pivot points as required.

16.6 Annually

16.6.1 Thoroughly clean car and counterweight guide rails using nonflammable solvent to remove lint dust and excess lubricant. Vacuum down elevator shaft way.

16.6.2 Remove, clean, lubricate brake cores on brakes, clean linings, if necessary, and inspect for wear. Correct excess wear and adjust.

16.6.3 Drain, flush and refill reservoirs or each hoisting motor and motor generator.

16.6.4 Check and reset, if necessary, all brushes for neutral settings, proper quartering and spacing commentators.

16.6.5 Group supervisors controls systems installed shall be checked out. The systems, dispatching scheduling and emergency servicing shall be tested and adjusted in accordance with manufacturer’s literature. The Award Bidder(s) shall provide to the satisfaction of the BCPS Representative that the system functions properly. All work shall be performed during other than normal working hours with no inconvenience to building occupants, at no additional cost to BCPS. A full report covering adjustment time intervals, dispatch times on various programs, door
17.0 Safety Test

Safety tests will be conducted under this contract as required by the State of Maryland in accordance with the latest codes and regulations in connection with this work and in effect at the time these specifications are advertised per American National Standard Safety Code for elevators (A.N.S.D.I./A.S.M.E. A17.1). Copies of the safety test shall be forwarded to the Senior Operations Supervisor, Contract Maintenance Services or designee.

18.0 Emergency Call Back

18.1 The Award Bidder(s) shall provide 24-hour emergency service consisting of a prompt response to emergency request by telephone or otherwise from the BCPS representative or designee, if an elevator is inoperable on in case of injury, entrapment or potential injury to persons. Emergency service shall be rendered at any hour, on any day of the week, and the Award Bidder(s) shall respond to such emergency service calls within two (2) hours from the time a call for emergency service is placed. The BCPS representative or his designee, shall follow up with written confirmation of the date and time the Award Bidder(s) was notified of the emergency call.

18.2 The services shall be performed as part of this contract without additional charge to the entity. In the event that such a call back is required as a result of vandalism, abuse, negligence or any other cause beyond the control of the Award Bidder(s), the Award Bidder(s) shall invoice the entity at the rate quoted in the Form of Proposal, 04000-3-4, in the bid for work outside the scope of the preventative maintenance repair program. It shall be the Award Bidder(s) responsibility to substantiate completely any calls deemed to be beyond the control of the Award Bidder(s). The senior operations supervisor, Contract Maintenance Services or his designee, reserves the right to make final determination as to responsibility.

18.3 If the service mechanic is not on the job site within this two hour period of time, the entity reserves the right to call in another Award Bidder(s) and deduct all cost of repairs and/or adjustments from the current maintenance payment.

19.0 Elevator Cleaning and Painting

19.1 The Award Bidder(s) shall be responsible for keeping the interior of the elevator machinery and other parts of the equipment subject to rust, thoroughly cleaned, properly painted, and presentable at all times. Motor and generator windings shall be treated as required, with proper insulating compound which has been approved by the equipment manufacturer. The Award Bidder(s) shall maintain hoist ways, pits,
machine rooms, and assigned elevator work space in a clean and orderly condition free of dirt, dust and debris. The Award Bidder(s) shall keep premises free of debris and unusable materials resulting from their work and as work progresses; or upon request by the BCPS representative, shall remove such debris and materials from BCPS property. The Award Bidder(s) shall leave all affected areas as they were prior to the beginning of work.

19.2 It shall be the sole responsibility of the Award Bidder(s) performing services for this contract to safeguard their own materials, tools, and equipment. BCPS shall not assume any responsibility for vandalism and/or theft of materials, tools and/or equipment.

19.3 All work shall be done in a safe manner and comply with all governing regulations concerning safety. This shall include, but not limited to OSHA, MOSHA, etc. Adequate barricades shall be erected and maintained all around areas where equipment and materials are stored and used. All work being performed for and/or on each entity’s property shall fully conform to all local, state, and Federal safety regulations, latest editions.

19.4 The Award Bidder(s) shall obtain the permission of the Senior Operations Supervisor, Contract Maintenance Services, or his designee, regarding any needed storage of materials and equipment. Such storage shall be done in such a manner as not to interfere with the BCPS facility schedule. The Award Bidder(s) shall be held responsible for any and all accidents caused by negligence from this source. Each entity does not accept responsibility for losses of material or equipment regardless of approval to store in any of BCPS properties or grounds.

19.5 If requested by BCPS, all existing mechanical and electrical systems and mechanisms within the area of and affected by this work shall be checked by the Award Bidder(s) in the presence of Office of Facilities Support Services staff for proper operation before and after completion of the work.

20.0 Progress Meetings and Reports

20.1 Progress meetings shall be held when and if the Senior Operations Supervisor, Contract Maintenance Services or his representative, finds them necessary or advantageous to the progress of work.

20.2 The Award Bidder(s), those subcontractors and those material suppliers concerned with current progress or with the scheduling of future progress, and the Senior Operations Supervisor, Contract Maintenance Services or his representative, shall each be represented at these meetings by persons familiar with the details of work and authorized to conclude
matters relating to work progress, establishment of progress schedules, etc. as may be necessary to expedite completion of work.

20.3 The Award Bidder(s) shall be required to submit detailed quarterly performance reports to the Senior Operations Supervisor, Contract Maintenance Services or his representative. These reports shall include both contract and non-contract work performed per location.

21.4 **Drawings**

21.4.1 The Award Bidder(s) shall furnish at no cost to BCPS with all design drawings for wiring schematics of any changes/modifications to the mechanical, electrical or hydraulic elevator systems.

21.4.2 BCPS may elect to furnish the Award Bidder(s) with their filed “as built” drawings at the beginning of the contract for the Award Bidder(s) to neatly record any changes/modifications implemented during the term of this agreement. Upon completion of this agreement, the drawings shall be returned to BCPS.

22.0 **Upgrades and Enhancements** (Work Not Covered by the Preventative Maintenance Repairs Schedule)

22.1 All work not covered by the regular maintenance/repairs schedule shall be quoted, invoiced, and paid on a time and material basis. This work usually consists of upgrades, and/or enhancements to the elevator, but my also cover repairs to equipment not covered by the regular preventative maintenance/repairs schedule.

23.0 **Safety Training**

Award Bidder is to provide a minimum of 40 training hours per each year of the contract at no additional cost to BCPS. The training is not per individual, but per hour of group training.

24.0 **Signage**

All State of Maryland elevator code signage will be included in this contract. The Award Bidder will provide the elevator “out of service” laminated signs that are required.

25.0 **Annual Elevator Smoke Testing**

All annual elevator smoke and heat testing will be included in the contract during any hours specified by BCPS.
26.0 **Obsolescence**

The Award Bidder will be responsible to replace or repair any component or system utilizing obsolete or discontinued parts, including parts for which the original design is no longer manufactured by the original equipment manufacturers, or parts where the original items have been replaced by an item of different design or is replaceable only by fabrication.

**END OF PART III: TECHNICAL SPECIFICATIONS**
## Elevators

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<td>Pleasant Plains Elementary</td>
<td>6300 Pleasant Plains Road</td>
<td>21266</td>
<td>BA6431</td>
<td>Elevator</td>
<td>Elevator, Hydro</td>
<td>Otis</td>
<td></td>
</tr>
<tr>
<td>Prettyboy Elementary</td>
<td>19810 Middletown Road</td>
<td>21053</td>
<td>BA1153</td>
<td>Elevator</td>
<td>Elevator, Hydro</td>
<td>Montgomery Min- Prom</td>
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<tr>
<td>Randallstown Elementary</td>
<td>9013 Liberty Road</td>
<td>21133</td>
<td>BA3393</td>
<td>Elevator</td>
<td>Elevator, Hydro</td>
<td>Thyssen Krupp, DMC</td>
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</table>
# Elevators

<table>
<thead>
<tr>
<th>School</th>
<th>Address</th>
<th>Zip</th>
<th>Maryland State Elevator ID #</th>
<th>Type</th>
<th>Description</th>
<th>Manufacturer</th>
<th>Cost per month for 2 PM's per Month</th>
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<tbody>
<tr>
<td>Randallstown High</td>
<td>4000 Offutt Road</td>
<td>21133</td>
<td>BA1524</td>
<td>Elevator</td>
<td>Elevator, Hydro</td>
<td>South Eastern Elevator Co. or Standard</td>
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<tr>
<td>Randallstown High</td>
<td>4000 Offutt Road</td>
<td>21133</td>
<td>BA6404</td>
<td>Elevator</td>
<td>Elevator, Hydro</td>
<td>Standard</td>
<td></td>
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<tr>
<td>Relay Elementary</td>
<td>5885 Selford Road</td>
<td>21227</td>
<td>BA6661</td>
<td>Elevator</td>
<td>Elevator, Traction</td>
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<tr>
<td>Ridgely Middle</td>
<td>121 Ridgely Road</td>
<td>21090</td>
<td>BA6080</td>
<td>Elevator</td>
<td>Elevator, Hydro</td>
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<tr>
<td>Sparrows Point High</td>
<td>7400 North Point Road</td>
<td>21219</td>
<td>BA6051</td>
<td>Elevator</td>
<td>Elevator, Hydro</td>
<td></td>
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</tr>
<tr>
<td>Stoneleigh Elementary</td>
<td>900 Pemberton Road</td>
<td>21212</td>
<td>BA6433</td>
<td>Elevator</td>
<td>Elevator</td>
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</tr>
<tr>
<td>Sudbrook Magnet Middle</td>
<td>4300 Bedford Road</td>
<td>21208</td>
<td>BA6135</td>
<td>Elevator</td>
<td>Elevator, Hydro</td>
<td></td>
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</tr>
<tr>
<td>Towson High</td>
<td>69 Cedar Avenue</td>
<td>21286</td>
<td>BA2795</td>
<td>Elevator</td>
<td>Elevator, Hydro</td>
<td>Dover Rota-Flow Power Unit, DMC</td>
<td></td>
</tr>
<tr>
<td>Towson High</td>
<td>69 Cedar Avenue</td>
<td>21286</td>
<td>BA2796</td>
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<td>Elevator, Hydro</td>
<td>Dover Rota-Flow Power Unit</td>
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<tr>
<td>Vincent Farm Elementary</td>
<td>6019 Ebenezer Road</td>
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<td>BA6106</td>
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<td>West Towson Elementary</td>
<td>6914 N. Charles Street</td>
<td>21204</td>
<td>BA6276</td>
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<td>Elevator, Traction</td>
<td>Eco Space</td>
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<tr>
<td>West Towson Elementary</td>
<td>6914 N. Charles Street</td>
<td>21204</td>
<td>BA6277</td>
<td>Elevator</td>
<td>Elevator, Traction</td>
<td>Eco Space</td>
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</tr>
<tr>
<td>Westchester Elementary</td>
<td>2300 Old Frederick Road</td>
<td>21228</td>
<td>BA2891</td>
<td>Elevator</td>
<td>Elevator, Hydro</td>
<td>U.S. Elevator/Thysen or US Aesc</td>
<td></td>
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<tr>
<td>Western School of Technology High</td>
<td>100 Kenwood Avenue</td>
<td>21228</td>
<td>BA2359</td>
<td>Elevator</td>
<td>Elevator, Hydro</td>
<td>United Technologies/Otis</td>
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<td>Westowne Elementary</td>
<td>401 Harlem Lane</td>
<td>21228</td>
<td>BA678</td>
<td>Elevator</td>
<td>Elevator, Hydro</td>
<td>Otis</td>
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<tr>
<td>White Oak School Elementary</td>
<td>8401 Leefield Road</td>
<td>21234</td>
<td>BA2238</td>
<td>Elevator</td>
<td>Elevator, Hydro</td>
<td>Otis</td>
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<tr>
<td>Windsor Mill School Middle</td>
<td>8300 Windsor Mill Road</td>
<td>21244</td>
<td>BA5978</td>
<td>Elevator</td>
<td>Elevator, Hydro</td>
<td></td>
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</tr>
<tr>
<td>Windsor Mill School Middle</td>
<td>8300 Windsor Mill Road</td>
<td>21244</td>
<td>BA5977</td>
<td>Elevator</td>
<td>Elevator, Hydro</td>
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<tr>
<td>Woodholme Elementary</td>
<td>300 Mt. Wilson Lane</td>
<td>21208</td>
<td>BA5873</td>
<td>Elevator</td>
<td>Elevator, Hydro</td>
<td></td>
<td></td>
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<tr>
<td>Woodlawn High</td>
<td>1801 Woodlawn Drive</td>
<td>21207</td>
<td>BA3353</td>
<td>Elevator</td>
<td>Elevator, Hydro</td>
<td>Tach 20</td>
<td></td>
</tr>
</tbody>
</table>
SECTION 004000 “FORM OF PROPOSAL”

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

Cover Page 004000-1
Price Proposal - Instructions 004000-2
Price Proposal Pages 004000-3-4
Worker Form 004000-5-6
References 004000-7
Addenda 004000-8
Proposal Sheet 004000-9
State of Maryland Anti-Bribery Affidavit & Tax Certification 004000-10
Certification Regarding U.S. Government Debarment 004000-11
Board of Directors - Diversity Affidavit 004000-12
Small Business Enterprise Affidavit 004000-13
Small and Minority Business Enterprise Utilization Affidavit 004000-14
SBE/MBE Statement of Intent 004000-15
SBE/MBE Request For Waiver 004000-16
SBE/MBE Minority Subcontractor Unavailability Certificate 004000-17
*No Bid Page 004000-18
SECTION 004000 - FORM OF PROPOSAL

DATE: ________________________________

SOLICITATION TITLE:  FULL SERVICE ELEVATOR REPAIRS AND PREVENTATIVE MAINTENANCE

BCPS BID NUMBER:  KSH-343-18

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

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

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

(Signature of Bidder)  (Date)

FORM OF PROPOSAL  004000-1
PRICE PROPOSAL - INSTRUCTIONS:

BIDDERS ARE REQUIRED TO SUBMIT PRICING FOR EVERY "ITEM" CONTAINED WITHIN THIS FORM OF PROPOSAL.

BIDDERS NOT RESPONDING TO EVERY "ITEM" SHALL BE DEEMED NON-RESPONSIVE.

Bidders are invited to provide "Percentage off" discount pricing for electrical supplies, parts and/or accessories that are typically utilized by commercial customers similar to BCPS. **Bidders may provide as an attachment to this proposal the "Percentage off" discount pricing listing.** Such listing should be formatted as instructed below:

List the name of the manufacturer, followed by the discount percentage.

For example:  Square D  40%

**DO NOT** provide "percentage off" discount pricing that would increase cost above the most recent manufacturer price.

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

(Signature of Bidder) (Date)

FORM OF PROPOSAL  004000-2
PRICE PROPOSAL PAGE

ITEM 1A: "REGULAR HOURLY LABOR RATE" for one (1) Journeyman Elevator Technician:

ITEM 1A BID: $______________________________ (IN DOLLARS)

ITEM 1A BID: ________________________________ (IN WRITING)

ITEM 1B: "REGULAR HOURLY LABOR RATE – OFF HOURS" for one (1) Journeyman Elevator Technician:

ITEM 1B BID: $______________________________ (IN DOLLARS)

ITEM 1B BID: ________________________________ (IN WRITING)

ITEM 1C: "EMERGENCY HOURLY LABOR RATE" for one (1) Journeyman Elevator Technician:

ITEM 1C BID: $______________________________ (IN DOLLARS)

ITEM 1C BID: ________________________________ (IN WRITING)

ITEM 2A: "REGULAR HOURLY LABOR RATE" for one (1) Apprentice Elevator Technician:

ITEM 2A BID: $______________________________ (IN DOLLARS)

ITEM 2A BID: ________________________________ (IN WRITING)

ITEM 2B: "REGULAR HOURLY LABOR RATE – OFF HOURS" for one (1) Apprentice Elevator Technician:

ITEM 2B BID: $______________________________ (IN DOLLARS)

ITEM 2B BID: ________________________________ (IN WRITING)

________________________________________
(Signature of Bidder) (Date)

FORM OF PROPOSAL
PRICE PROPOSAL PAGE

ITEM 2C: "EMERGENCY HOURLY LABOR RATE" for one (1) Apprentice Elevator Technician:

ITEM 2C BID: $______________________________ (IN DOLLARS)

ITEM 2C BID: __________________________________________ (IN WRITING)

ITEM 3A: MARK UP (Not to exceed 15%) - Reference Part II Section 29, Paragraph 4

ITEM 3A BID: $______________________________ (IN PERCENTAGE)

ITEM 3A BID: __________________________________________ (IN WRITING)

ITEM 4A: FULL SERVICE PREVENTIVE MAINTENANCE AND REPAIR PER ELEVATOR PER MONTH

ITEM 4A BID: $____ FILL IN APPENDIX A

(Signature of Bidder) (Date)

FORM OF PROPOSAL

004000-4
JOURNEYMAN ELEVATOR TECHNICIAN FORM:

INSTRUCTIONS:

1. Complete and return this form with your bid. Do not provide the information on any other form or paper. Make as many copies of this form as needed to accommodate all employees who may be used for BCPS projects.

2. Provide the name, position (title) and date of hire for each worker on staff as a full time, not contractual employee. Bidders are required to submit minimum of four (4) Journeyman Elevator Technicians and a minimum of two (2) Apprentice Elevator Technician.

EMPLOYEE #1

Name/Title of Worker __________________________ Date of hire ____________

EMPLOYEE #2

Name/Title of Worker __________________________ Date of hire ____________

EMPLOYEE #3

Name/Title of Worker __________________________ Date of hire ____________

EMPLOYEE #4

Name/Title of Worker __________________________ Date of hire ____________

EMPLOYEE #5

Name/Title of Worker __________________________ Date of hire ____________

EMPLOYEE #6

Name/Title of Worker __________________________ Date of hire ____________

EMPLOYEE #7

Name/Title of Worker __________________________ Date of hire ____________

EMPLOYEE #8

Name/Title of Worker __________________________ Date of hire ____________

EMPLOYEE #9

Name/Title of Worker __________________________ Date of hire ____________

EMPLOYEE #10

Name/Title of Worker __________________________ Date of hire ____________

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

(Signature of Bidder) __________________________ (Date) ____________

FORM OF PROPOSAL 004000-5
**APPRENTICE ELEVATOR TECHNICIAN FORM:**

**INSTRUCTIONS:**

1. Complete and return this form with your bid. Do not provide the information on any other form or paper. Make as many copies of this form as needed to accommodate all employees who may be used for BCPS projects.
2. Provide the name, position (title) and date of hire for each worker on staff as a full-time, not contractual employee. Bidders are required to submit minimum of four (4) Journeyman Elevator Technicians and a minimum of two (2) Apprentice Elevator Technician.

<table>
<thead>
<tr>
<th>EMPLOYEE #1</th>
<th>Name/Title of Worker</th>
<th>Date of hire</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMPLOYEE #2</td>
<td>Name/Title of Worker</td>
<td>Date of hire</td>
</tr>
<tr>
<td>EMPLOYEE #3</td>
<td>Name/Title of Worker</td>
<td>Date of hire</td>
</tr>
<tr>
<td>EMPLOYEE #4</td>
<td>Name/Title of Worker</td>
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</tr>
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<td>EMPLOYEE #5</td>
<td>Name/Title of Worker</td>
<td>Date of hire</td>
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<tr>
<td>EMPLOYEE #6</td>
<td>Name/Title of Worker</td>
<td>Date of hire</td>
</tr>
<tr>
<td>EMPLOYEE #7</td>
<td>Name/Title of Worker</td>
<td>Date of hire</td>
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<tr>
<td>EMPLOYEE #8</td>
<td>Name/Title of Worker</td>
<td>Date of hire</td>
</tr>
<tr>
<td>EMPLOYEE #9</td>
<td>Name/Title of Worker</td>
<td>Date of hire</td>
</tr>
<tr>
<td>EMPLOYEE #10</td>
<td>Name/Title of Worker</td>
<td>Date of hire</td>
</tr>
</tbody>
</table>

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

(Signature of Bidder)    (Date)

FORM OF PROPOSAL 004000-6
REFERENCES

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

Reference #1

Customer/Client Name

Description of Product or Services Provided to Customer/Client

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

Reference #2

Customer/Client Name

Description of Product or Services Provided to Customer/Client

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

Reference #3

Customer/Client Name

Description of Product or Services Provided to Customer/Client

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

(Signature of Bidder) (Date)

FORM OF PROPOSAL 004000-7
ADDENDA

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

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

Addendum #1 - Date Received ____________
Addendum #2 - Date Received ____________
Addendum #3 - Date Received ____________
Addendum #4 - Date Received ____________

_____________________________________
Signature

_____________________________________
Title

_____________________________________
Supplier Name
PROPOSAL SHEET

I/We certify that to the best of my/our knowledge, that neither this firm, nor any of its officers, directors to partners nor any of its employees directly involved in obtaining contracts with Federal, State or Local Agencies have been found in violation or attempting to violate procurement articles of the Annotated Code of Maryland (S.F. Section 18.202).

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; and, Md. Ed. Code Ann., §6-113.

| 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: |
| (African American) (Alaskan Native) (Asian) (Women) (Hispanic) (American Indian) (Physical or Mental Disabled Individual) |
| Is your company a small business with less than fifty (50) employees which generates annual revenue less than ten (10) 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 Terms, Conditions, Requirements, Specifications and Drawings (including all Addenda), forming a part of the Contract and agree to furnish all permits, inspections, labor, equipment, and materials to complete work as specified for the price as indicated for the Baltimore County Public Schools.

COMPANY: ________________________________ FEDERAL ID#________
ADDRESS: ________________________________
______________________________
______________________________
SIGNATURE: ________________________________
______________________________
TYPED NAME/TITLE: ________________________________
TELEPHONE: ___________ FAX ___________ DATE ___________
E-MAIL: ________________________________
RETURN BID TO: Office of Purchasing
6901 Charles Street, Building "E", 1st Floor
Towson, Maryland 21204
Include Solicitation Number

FORM OF PROPOSAL: 004000-9
STATE OF MARYLAND ANTI-BRIBERY AFFIDAVIT

I HEREBY CERTIFY that

1. I am the ______________________ and the duly authorized representative of the firm
   of ________________________ who address is _______________________

   ________________________, and that I possess the legal authority to make this affidavit
   on behalf of myself and the firm for which I am acting.

2. Except as described in paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers,
   directors, or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county, or
   multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendere to a charge of, or have
   during the course of official investigation or other proceeding admitted in writing or under oath acts or omissions committed after
   July 1, 1997, which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the
   Annotated Code of Maryland or under the laws of any state or federal government.

3. (State "none" or, as appropriate, list any conviction, please, or admission described in paragraph 2 above, with the date; court,
   official, or administrative body; and the sentence or disposition, if any.)

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

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

Witness __________________________________________________________

Signature __________________________________________________________

Date __________________________________________________________________

STATE OF MARYLAND TAX CERTIFICATION

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

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

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

________________________________________________________

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

Witness __________________________________________________________

Signature __________________________________________________________

Date __________________________________________________________________

FORM OF PROPOSAL 004000-10
CERTIFICATION REGARDING U.S. GOVERNMENT DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

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

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

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

__________________________________________
Name and Title of Authorized Agency/Organization Representative

__________________________________________
Signature Date

Agency/Organization

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

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

Name of Corporation/Business

<table>
<thead>
<tr>
<th>Name of Individual</th>
<th>Title</th>
<th>Diversity (See Legend)</th>
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<tbody>
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</tbody>
</table>

Diversity Legend:
(1) African Americans; (2) Alaskan Native; (3) American Indian/Native Americans; (4) Asians; (5) Hispanics; (6) Physically or mentally disabled individuals; (7) Women; or (8) A non-profit entity organized to promote the interests of physically or mentally disabled individuals; (9) Caucasian.

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

The undersigned does hereby make the following Affidavit. I affirm that my company or I 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 $4,000,000 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 $3,000,000 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 $10,000,000 in its most recently completed 3 fiscal years; and
.8 its construction operations did not employ more than 50 persons, and its gross sales did not exceed an average of $7,000,000 in its most recently completed 3 fiscal years.
.9 BCPS reserves the right to request tax documents to support such a claim.

Name and Title: ____________________________

Company: _______________________________

Street Address: __________________________

City, State, Zip: __________________________

Business Phone __________________________

Signature __________________ Date __________

Witness __________________ Date __________

Print Name Signed Above __________________

Print Name Signed Above __________________

1Board of Education of Baltimore County Policy No. 3200; Board of Education of Baltimore County Superintendent’s Rule No. 3200 (Policy Adopted 9/10/96).
SMALL AND MINORITY BUSINESS ENTERPRISE UTILIZATION AFFIDAVIT

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

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

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

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

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

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

FORM OF PROPOSAL 004000-14
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 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)

FORM OF PROPOSAL

004000-15
Baltimore County Public Schools
Small Business and Certified Minority Business Enterprise Request for Waiver

Project Name: ____________________________  Bid No. ____________

Total contract amount (with accepted alternates): $______________

14% of total contract value: $______________

SBE/MBE participation in this contract: $__________ (____ %)

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

(Company Name)

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

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

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

2. A detailed statement of the efforts made to solicit small business enterprise and/or certified minority business enterprise firms;

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

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

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

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

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

________________________________________  __________________________
Signature                                               Date

Sworn and subscribed before me this ___________ day of ______________ in the year ______

____________________________
Notary Public

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

________________________________________  __________________________
Signature                                               Date

FORM OF PROPOSAL  004000-16
SOLICITATION NUMBER: KSH-343-18

Baltimore County Public Schools
Small Business and Certified Minority Business Enterprise Subcontractor
Unavailability Certificate

| Section I | It is hereby certified that the firm of ________________________________
|           | (Name of SBE/MBE firm)
|           | Located at ________________________________ was offered an
|           | (Complete Mailing Address)
|           | opportunity to bid on the ________________________________ school project in Baltimore County by
|           | (Name of School)
|           | ________________________________ located at

| Section II | The ________________________________ is either unavailable for the work/service, is
|            | unable (Name of SBE/MBE Firm)
|            | to prepare a bid for this project or did not respond to a request for a price proposal for the following reason(s):

<table>
<thead>
<tr>
<th>Certifying Agency &amp; Number</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone Number</td>
<td>(Title and Date)</td>
</tr>
</tbody>
</table>

| Section III | 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.
|             | 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.
|             | ________________________________
|             | (Signature) |
|             | (Title and Date) |
NO BID SHEET (use only when not participating in bid)

PLEASE CHECK THE APPROPRIATE ITEM/S

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

____________________________________________________________________________________

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

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

____________________________________________________________________________________

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

_____ 4. Please COMPLETE the following:

Is your company a certified Minority Business Enterprise with State of Maryland? ___Yes ___No  MDOT#_____

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

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

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

Is your business located within Baltimore County, Maryland? ___Yes ___No

COMPANY

AUTHORIZED SIGNATURE

TYPED NAME/TITLE

ADDRESS

CITY/STATE/ZIP

PHONE ________________________ FAX ________________________

Return to:  Baltimore County Public Schools
            Purchasing Agent
            6901 Charles Street, Building “E”, 1st Floor
            Towson, Maryland 21204

FORM OF PROPOSAL  004000-18
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: August 22, 2017
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 SBEMBE 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.**

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Baltimore County Public Schools
Division of Physical Facilities
Melanie Webster
Minority Business Enterprise Officer
6901 N. Charles Street
Building E
Towson, MD 21204

Telephone: 443-809-4334
Fax: 410-887-7831
Baltimore County Public Schools
SMALL BUSINESS ENTERPRISE AND CERTIFIED MINORITY BUSINESS ENTERPRISE
PROCEDURES FOR COUNTY FUNDED CONTRACTS

1.0 Purpose

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

2.0 Effective Date

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

3.0 Definitions

1. Small Business: A for-profit business, other than a broker, that meets the following criteria:
   a. it is independently owned and operated;
   b. it is not a subsidiary of another business;
   c. it is not dominant in its field of operation;
   d. its wholesale operations did not employ more than 50 persons, and its gross sales did not exceed an average of $4,000,000 in its most recently completed 3 fiscal years;
   e. its retail operations did not employ more than 25 persons, and its gross sales did not exceed an average of $3,000,000 in its most recently completed 3 fiscal years;
   f. its manufacturing operations did not employ more than 100 persons, and its gross sales did not exceed an average of $2,000,000 in its most recently completed 3 fiscal years;
   g. its service operations did not employ more than 100 persons, and its gross sales did not exceed an average of $10,000,000 in its most recently completed 3 fiscal years; and
   h. its construction operations did not employ more than 50 persons, and its gross sales did not exceed an average of $7,000,000 in its most recently completed 3 fiscal years.
   i. BCPS reserves the right to request tax documents to support such a claim.

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

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

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

5. Award Bidder means a responsive and responsible bidder approved by the Board of Education.
6. Failure to provide required SBE/MBE participation forms may result in the rejection of the proposal.

4.0 Implementing Procedures

1. EACH PROPOSAL SHALL INCLUDE THE FOLLOWING:


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

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

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

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

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

2. BIDDER’S RESPONSIBILITIES:

a. The bidder must ensure that SBE/MBE firms shall have the maximum practical opportunity to compete for subcontract.
b. The bidder shall provide information and documentation as requested by the MBE Liaison.

c. The bidder shall maintain the following records:

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

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

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

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

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

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

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

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

5.0 Monitoring

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

2. The MBE Liaison reserves the right to review the SBE/MBE participation documents during the course of this contract.
SMALL AND MINORITY BUSINESS ENTERPRISE UTILIZATION AFFIDAVIT

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

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

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

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

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

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

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

__________________________  __________________________
Company Name  Signature

__________________________  __________________________
Address  Printed Name

Sworn and subscribed before me this _______ day of ________________ in the year ____________.

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

PROJECT NAME:___________________________________________________________

PROJECT LOCATION:______________________________________________________

A. Name of Bidder:________________________________________________________

B. Name of SBE/MBE:______________________________________________________

Indicate with 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 subcontractors 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
### Section I

It is hereby certified that the firm of **(Name of SBE/MBE firm)** was offered an opportunity to bid on the **(Name of School)** school project in Baltimore County by **(Name of Bidder)** located at **(Complete Mailing Address and Telephone Number)**

### Section II

The **(Name of SBE/MBE Firm)** is either unavailable for the work/service, is unable to prepare a bid for this project or did not respond to a request for a price proposal for the following reason(s):

(Certifying Agency & Number)  
(Telephone Number)  
(Signature)  
(Title and Date)

### Section III

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.

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.

(Signature)  
(Title and Date)
Baltimore County Public Schools
Standard Monthly Contractor's Requisition for Payment
Small Business and/or Certified Minority Business Enterprise Participation
Construction Only

LEA: Baltimore County Public Schools DATE: ________________

PROJECT TITLE: ___________________________ BID NO: ____________

LOCATION: ___________________________ REQ NO: ____________

<table>
<thead>
<tr>
<th>ORGNL./ADDTL</th>
<th>NAME OF SBE/MBE</th>
<th>TOTAL SBE/MBE CONTRACT</th>
<th>AMOUNT TO BE PAID THIS REQUISITION</th>
<th>PAID JULY 1, 20__ TO JUN 30, 20__</th>
<th>TOTAL PAID TO DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
</tr>
</tbody>
</table>

TOTAL

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

Name of Contractor Firm ____________________________________________

Authorized Signature/Date ___________________________________________