

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

PREVENTATIVE MAINTENANCE AND REPAIR OF REFRIGERATION EQUIPMENT

SOLICITATION NUMBER: **LLY-419-22**

BID ISSUED DATE: **January 31, 2022**

PRE-BID: A PRE-BID meeting is scheduled for **February 15, 2022, 2:00 PM.**, via teleconference.
See IFB Part II, Sec. 9.0

You must confirm your attendance by visiting this link:

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

DUE DATE: **February 28, 2022**

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

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

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

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

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

BALTIMORE COUNTY PUBLIC SCHOOLS

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

INVITATION FOR BIDS:

The Board of Education of Baltimore County invites firms to bid on “**Preventative Maintenance and Repair of Refrigeration Equipment**” for Baltimore County Public Schools, **Solicitation # LLY-419-22**. Any inquiries regarding the specifications and/or the solicitation document shall be IN WRITING and submitted via the following link: [Bidder Inquiries](#) Verbal questions will not be taken.

Vendors proposing to bid may obtain solicitation documents beginning **January 31, 2022**. Visit [Solicitation Document Request](#) to complete the request form. Once the form is completed and received by the Office of Purchasing, a separate email with a link to the documents will be provided to the contact listed in the form **within the next eight (8) business hours of the request**. **Please be sure to check your “spam” folders within your email before submitting another request.**

A Pre-bid meeting is scheduled for **February 15, 2022, 2:00 PM Local Time**, via Microsoft Teams teleconference. **You must confirm your attendance by visiting this link:** [Pre-Proposal/Pre-Bid Meeting Response Form](#)

Sealed bids will be received until **February 28, 2022 no later than 2:00 PM Local Time** via electronic submission. **Please see Part II: Specifications – General Requirements, Section 7.0 Bid Submission for the link to submit your bid.** Bid Opening will be held approximately 10 minutes after the deadline for bid submission.

This solicitation is being offered to select a supplier(s) to provide preventative maintenance and repair of refrigeration equipment to all BCPS facilities (approximately 200 schools and offices) on a scheduled and as needed basis, including emergency response.

Commodity Code: 24130000 Industrial Refrigeration, 72000000 Specialized Trade Construction and Maintenance Services, 72000000 Building and Facility Construction and Maintenance

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

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

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

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

BALTIMORE COUNTY PUBLIC SCHOOLS

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

1. AN INVITATION TO BID

- a. Baltimore County Public Schools (BCPS) invites all interested and qualified bidders to bid on all proposals in accordance with directions available in the Office of Purchasing, 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204.
- b. In accordance with State law, all bids having a potential award value of \$25,000 or more shall be advertised for at least two (2) weeks before bids are to be filed.
- c. For the purpose and clarity of this document only, "BCPS" will mean the Baltimore County Public Schools and/or the Board of Education of Baltimore County. Also, for the purpose and clarity of this document the word "Bidder" will mean any reliable and interested broker, vendor, contractor and/or manufacturer who want to bid this contract.
- d. Only authorized dealers may bid on requested equipment. At the discretion of BCPS, a certificate, executed by the manufacturer, may be requested stating that the bidder is an authorized agent of the manufacturer and is duly authorized to service and maintain the equipment
- e. These specifications are intended to cover the various types of purchases of equipment, materials, supplies or services as shown to any or to each of the various public schools, or to any designated warehouse or warehouses in Baltimore County, Maryland whichever is specified, in quantities to be determined subsequent to the bid opening. There are approximately 200 schools and offices in BCPS.
- f. The Bidder will not be allowed to offer more than one price on each item even though he may feel that he has two or more types or styles that will meet specifications. Bidder must determine which to offer. IF SAID BIDDER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM, ALL PRICES FOR THAT WILL BE REJECTED.
- g. Where provision is made on the proposal form for bidding items on an individual, group or aggregate basis, the award will be made on whichever basis is in the best interest of the BCPS. When an aggregate bid is requested, the unit prices for each item shall be identified on the proposal sheet for accounting purposes. The unit prices in an aggregate bid should be consistent with the total quoted price for an aggregate bid. No bid on a combination of items will be permitted except as provided for on the proposal sheet and/or in Part II, Specifications.
- h. BCPS shall receive sealed proposals until date and time indicated on bid cover. Bids must be delivered to the Office of Purchasing at the above address where they will be opened and publicly read at a stated time. Bids must be delivered in sealed opaque envelopes and clearly marked on the outside: Name of Bidder, Due Date and Time, Bid Number and Bid Title.

- i. Brand name and model numbers are offered as a reference for bidders as to the style, size, weight, and other characteristics of the item(s) in the specifications. The use of such brand names should not be interpreted as the exclusive brand desired unless so stated. The determination of the acceptability and/or the criteria for acceptability, of an alternate is solely the responsibility of the Office of Purchasing. (Refer to Part II, Specifications.)
- j. The product offered by the bidder shall be new, not used, and the latest version of the product. Should a product be discontinued and/or upgraded during the course of the contract, the bidder shall offer to BCPS a new alternate product meeting and/or exceeding the established specifications, under the same terms, conditions and prices as the originally offered item.
- k. The successful bidder, after award and before manufacture and/or shipment, may be required to submit working drawings or detailed descriptive data identified as acceptable to BCPS, which provide sufficient data to enable BCPS to judge the vendor's compliance with the specifications.

2. BID PREPARATION, PROPOSAL SHEET, BID OPENING

- a. Bidder must submit one (1) original, with original signatures, of their proposal using BCPS proposal forms, unless otherwise directed. The bidder shall retain one (1) copy of the bid for their files. Bids must be signed and submitted by an authorized representative of the company. Each bidder may attach a letter of explanation to the bid, if so desired, to provide an explanation of any detail(s) in the bid.
- b. Signed bids should be returned in a sealed envelope. BCPS shall not accept any facsimile transmission to agents, representatives or employees as meeting the requirement of the sealed bid. A facsimile document shall not be considered a valid response to the bid specification.
 - 1. Each bid must show the full business address, telephone number, and fax number of the bidder and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the bid and contract, including Notice of Award, copy of Contract, and Purchase Order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the bidder or vendor to the contrary.
 - 2. Bids by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership.
 - 3. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of their authority to do so.

4. Award Bidders shall be required under Article 56, Section 270(4), Annotated Code of Maryland, to provide proof of Certificate of Registry and must be licensed to do business in the State of Maryland and must provide a tax certification number. Visit the following website to ensure compliance: <http://www.dat.state.md.us/sdatweb/charter.html>
- c. All bidders shall be required to complete the certificates and/or affidavits, which are, incorporated into the proposal pages of this specification. Such documents are required by local, state or federal funding agencies of BCPS as part of the bidding process. The documents may include: Anti-Bribery Affidavit, Debarment Certificate, Sales Tax Certification, Small Business Enterprise and Certified Minority Business Enterprise Utilization Affidavit and when applicable, Asbestos Free Certification.
- d. Bid Opening
 1. At the public opening of the bids, the bidder's names and their prices will be read and posted.
 2. Complete evaluation of the proposals will not take place at the bid opening and no indication of award will be made. BCPS reserves the right to review all responses and analyze the results of the bidding process. A final recommendation(s) shall be prepared for review and approval by the Board of Education of Baltimore County.
 3. The recommended award will be available in the Office of Purchasing after the completed evaluation.
 4. Proposals will be available for review by the general public after Award of Contract by the Board of Education of Baltimore County. Upon acceptance and approval of the bid(s) by the Board of Education, a binding contract shall be established between BCPS and the bidder(s). Bidders may contact the Office of Purchasing to arrange a date and time to review bid documents.
- e. Bid Preparation Fees: BCPS will not be responsible for any costs incurred by a bidder in preparing and submitting a proposal in response to this bid request.

3. **BONDING**

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

They shall be provided to the **Office of Purchasing, Contracting Assistant, 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204.**

1. Performance Bond shall be required for contracts and/or awards over \$30,000 and all construction contracts in the amount of 100% of the contract price to cover faithful performance of the contract.
 2. Payment Bond (construction contracts only) shall be required for contracts and/or awards over \$30,000 and shall be required in the amount of 100% of the contract price as security for the payment of all persons performing labor and furnishing materials in connection therewith.
- c. Certified checks in the amounts stated above will be accepted in lieu of the performance bond and payment bond only upon prior approval of the Manager, Office of Purchasing. If checks are approved for acceptance in lieu of either bond, they should be in the same amount as these bonds; be separate checks; and should clearly designate the purpose - i.e., performance of payment.
1. Certified checks, if submitted, will be deposited in the BCPS bank account(s). Upon successful completion of the contract, check(s) will be drawn upon the Board's bank account(s) for the full amounts of both certified checks. Certified checks shall be made out in the name of the **"Board of Education of Baltimore County"**. They shall be provided to the **Office of Purchasing, Contracting Assistant, 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204.**
- d. Bonds must be underwritten by a surety company authorized to transact surety business in the State of Maryland.
- e. Upon receipt and approval of the performance bond and/or payment bond or the certified checks, an official purchase order will be issued and the contract initiated.
- f. A letter of credit drawn on a bank with a local branch may be used in place of bonds. Letters of credit shall be made out in the name of the **"Board of Education of Baltimore County"**. They shall be provided to the **Office of Purchasing, Contracting Assistant, 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204.**

4. COMPLIANCE WITH SPECIFICATIONS

- a. The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the drawings and specifications, as decided by the Controller, Division of Business Services.
- b. Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's code, A.S.M.E. regulations, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

- c. Where the requirements of the specifications call for higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern.
- d. Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern.
- e. In case of any apparent conflict between the specifications and such laws, ordinances, etc., the vendor shall call the attention of the Purchasing Manager/Agent to such conflict for a decision before proceeding with any work.

5. DEVIATIONS TO SPECIFICATIONS

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

6. BID PRICES

- a. Any bidder may withdraw his bid submission prior to the bid opening date and time specified. After this date and time, BCPS has a period of one-hundred twenty (120) calendar days to issue a Purchase Order or have the award of contract approved by the Board of Education, upon which, the bidder agrees to retain all prices and requirements of the bid until the completion of the contract period.
- b. Unit Prices must be rounded off to no more than two (2) decimal places unless so specified in Part II, Specifications.
- c. All unit prices on items bid shall be completed on the proposal sheet(s). A "NO BID" notation must be completed for each item not being bid. In case of error in extension of prices in the bid, the unit price shall govern.
- d. All prices bid shall include all delivery charges.
- e. Cash discounts will not be taken into consideration in determining a contract award. ALL DISCOUNTS, OTHER THAN PROMPT PAYMENT, TO BE INCLUDED IN BID PRICE.
- f. BCPS reserves the right to accept price reductions from the award vendor during the term of this contract to occur no less than thirty (30) days after award of contract.
- g. TAXES: BCPS is exempt from the payment of the Maryland Sales Tax and Federal Excise Tax. Prices quoted shall not include State Sales and Use Tax or Federal Excise Tax. Exemption certificates will be furnished upon request
 - 1. BCPS Tax Exempt Number is 30001110.

7. SAMPLES, CATALOGS AND CATALOG CUTS

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

8. BIDDING PROCEDURE AND BID AWARDS

- a. The bid specifications shall vary with each individual bid issued and the award shall be made in accordance with the specifications in Part II, which identify an individual line item, group bid or an aggregate basis.
- b. Wherever BCPS indicates the unit of measure required for bidding purposes, BCPS shall not recalculate the bidder's price(s) if it is based on a different unit of measure than that indicated in the contract. All bids for the item(s) will be rejected if this requirement is not met. However, in the best interest of BCPS, the Manager, Office of Purchasing may have the option and latitude to recalculate the bids.
- c. BCPS will not accept any proposals with bidder escalator clauses, unbalanced figures or irregular features.
- d. While these specifications are intended to describe the principal features of the items bid, bidders are notified that the proposed items will be evaluated for compliance with detailed specifications, and also for other factors such as serviceability, functional suitability, workmanship, safety in use and overall product quality where acceptability may be determined on the basis of professional judgment and educational application. All bids shall be evaluated on all factors involved, i.e., quality and service.

- e. BCPS reserves the right to reject any or all proposals and re-advertise for other bids. Bids shall be awarded to the lowest responsive bidder with consideration of the quantities, delivery schedule, purpose of the goods/services, competency and responsibility of the bidder and the ability of the bidder to perform satisfactorily.
- f. In the event of tie bids, where all other factors such as past performance on purchases/contracts or bidder's service or delivery record are considered comparable, the award(s) shall be made to one of the tie bidders in the following order of preference: the Baltimore County based Minority and/or Small Business vendor, the Baltimore County based vendor, the out-of-county but Maryland based Minority and/or Small Business vendor, the out of county but Maryland based vendor, the out-of-state based Minority and/or Small Business vendor and the out-of state based vendor in that order of preference. In the event a tie bid still exists, the Coordinator of Purchasing or their designee shall conduct a coin toss for selection of the potential Award Bidder(s) or seek a geographical, proportional or divided award of contract whichever is in the best interest of the school system.
- g. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids: failure to do so will be at the bidder's own risk and he cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of bidders.
- h. The bidder shall refer to "Part II: Specifications" for details regarding the Term of Contract.
- i. Upon evaluation of all responses, a recommendation for the award of contract will be presented to the Board of Education of Baltimore County for approval. Upon approval of the award of contract, the bidder(s) shall be notified either by mail, telephone, facsimile or purchase order of their award(s). When applicable, a BCPS contract document shall also be issued.
- j. American Disabilities Act: The Office of Purchasing routinely opens all sealed bids in a public setting identified within the language of each specification. If a prospective bidder has special needs, the bidder shall contact the Office of Purchasing at least seventy-two (72) hours in advance of the published bid opening date and time to arrange for such services.
 - 1. The Office of Purchasing is located at 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204, which is accessible to the disabled.

9. ANNULMENTS AND RESERVATIONS

- a. BCPS reserves the right to reject bids for any and all of the items and/or to waive technical defects, if in its judgment, the interest of BCPS shall so require.
- b. BCPS reserves the right to order the said equipment, materials, supplies or services as described within the specifications, and also reserves the right not to order any items(s) within the specification.

- c. BCPS reserves the right to annul any contract, if in its opinion there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon BCPS, materials, products and/or workmanship inferior to that required by the vendor, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of BCPS to damages for the breach of any covenant of the contract by the Award Bidder(s).
- d. Should the Award Bidder(s) fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, except for circumstances beyond their control, including but not limited to Act of GOD, war, flood, governmental restrictions or the inability to obtain transportation, BCPS reserves the right to purchase the required articles in the open market, or to complete the required work at the expense of the Award Bidder(s).
- e. Should the Award Bidder be prevented from furnishing any item or items, or from completing the required work included in the contract, by reason of such failures caused by circumstances beyond their control, including but not limited to Act of GOD, war, flood, governmental action or the inability to obtain transportation, BCPS reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities.

10. APPEAL PROCESS

- a. The BCPS Office of Purchasing intends the appeal process to resolve contract disputes in a manner consistent with the effort to promote fair and open competition. Any bidder objecting to the recommendation for award or award of contract may appeal the action to the Office of Purchasing by formally notifying the designated Purchasing Agent no later than seven (7) calendar days after the basis for appeal is known. The bidder shall have an opportunity to meet with the Purchasing Agent to present the issues. A formal written response to the appeal shall be issued by the Purchasing Agent in a timely manner.
 - 1. For an appeal of recommendation of award of contract, the decision of the Purchasing Agent shall be reviewed by the Manager, Office of Purchasing. The Manager, Office of Purchasing may approve, modify or disapprove the decision of the Purchasing Agent. In disapproving the decision, the appeal will be remanded to the Purchasing Agent for resolution. In all other cases, the decision of the Manager, Office of Purchasing is the final action by BCPS. The decision shall include a statement of the decision, with supporting material. Bidders receiving a decision on an appeal of recommendation of award shall forfeit the right to continue the appeal process of the award of contract.
 - 2. In the event a bidder determines cause to appeal an award of contract which has been approved by the Board of Education of Baltimore County, said action must be filed in writing to the Executive Director, Business Services. This action shall occur not later than seven days from the date of award of contract. The Executive Director, Business Services reserves the right to meet with the Bidder as part of the appeal investigation. A

formal written decision will be issued by the Executive Director, Business Services in a timely manner.

- b. Should the Bidder wish to pursue the appeal of award of contract further, administrative procedures have been established for such action, which will be outlined at the time of the event.
- c. Appeal of Termination for Non-Appropriation of Funds of for loss of Appropriated Funds: NONE
- d. Any costs incurred in the appeal process will be borne by the bidder(s) in all instances.

11. DELIVERY REQUIREMENTS

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

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

12. **INSPECTIONS**

- a. The Coordinator of Purchasing/Purchasing Agent reserves the right to have inspectors on the premises of the manufacturer during the process of manufacture of any products being furnished under this contract for as long as may be considered necessary by BCPS. All expenses of the inspectors shall be borne by BCPS.
- b. The presence of the inspectors at the site of manufacture of the products shall not relieve the vendors of responsibility for faulty workmanship of materials which may be discovered at any time after delivery and prior to final acceptance in accordance with the specifications. In case of factory inspection of items being manufactured for BCPS, every facility shall be afforded inspectors by the manufacturers for the prosecution of their work.

13. **GUARANTEE AND WARRANTIES**

- a. The vendor shall unconditionally guarantee the materials and workmanship of all equipment, furniture and materials furnished by the vendor, its subcontractors or suppliers for a period of at least TWO (2) YEARS from the date of acceptance and/or substantial completion of the installation by BCPS. If the manufacturer warrants equipment for a period longer than two years the vendor shall pass through this time frame to BCPS. All warranty work shall be accomplished to the satisfaction of the owner within SEVENTY TWO (72) HOURS of notification of the work to be done.
 1. **Furniture and Equipment:** If, within the guaranteed period, any defects or signs of deterioration are noted, which in the opinion of BCPS are due to faulty design and installation, workmanship or materials upon notification, the vendor, at their expense, shall repair or adjust the equipment or parts to correct the condition, or he shall replace the part or entire unit to the complete satisfaction of BCPS. These repairs and/or replacement shall be made at such times as will be designated by BCPS to avoid any interruption to the instructional programs.
 2. **Office Equipment:** Physical service response time by Award Bidder for all service calls shall not be greater than four (4) working hours from when request is made by BCPS. "Service response time" shall be defined as the number of working hours it takes the on-site technician to begin actual work on the equipment from the time that the service request is made by BCPS. Loaner equipment shall be supplied; free of charge, during the warranty period if the office equipment cannot be repaired within three working days.

- b. Certain pieces of equipment, machinery, and refrigeration will require guarantees other than detailed above. Refer to Part II, Specifications for requirements on specific equipment.
- c. The vendor must act as the manufacturer's agent for all warranty claims.
- d. In the event the vendor fails to repair, replace, adjust, rectify, remedy, correct or complete the items, defects, deterioration, faulty design or installation and/or unworkmanlike performance, then BCPS may have the right to secure the services of another vendor to correct the work or complete the performance required by the award of this bid. The vendor shall be solely responsible for any and all cost, expenses and monies due the new contractor plus ten percent (10%) for BCPS to reimburse the Board for the expenses of obtaining a new contractor.

14. BILLING AND PAYMENT DISCOUNTS

ALL INVOICE MUST INCLUDE THE BCPS CONTRACT NUMBER

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

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

- b. Invoices will be returned for correction unless they contain the following information: Item Numbers; Description of Item; Quantity; Unit Price extensions and total. Each invoice shall identify the BCPS Purchase Order Number, and the items shall be listed in the same order as on the Proposal and/or Purchase Order.
- c. Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments may be paid if partial shipments have been made.
- d. Standard BCPS payment terms are net 30 days. Payments made directly by BCPS will be made within 30 days from invoice date or receipt of goods, whichever is later. Payments made by any other agency may not meet these terms.
- e. BCPS will not pay freight bills. Delivery shall be F.O.B. to the destination(s) as noted on Purchase Order.

15. LAWS, REGULATIONS AND PERMITS

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

16. INSURANCE

- a. In the event the vendor, as part of the award is responsible for installation and/or product demonstration, the vendor will be responsible for hiring personnel to perform such services at their own costs. Such personnel will be considered employees of the vendor and are under their control and direction. The vendor shall maintain Worker's Compensation in the statutory amount in accordance with the laws of the state in which the work of this contract is to be performed.
- b. The vendor shall also maintain Employer's Liability Insurance with a limit of at least \$100,000 for each occurrence to cover diseases and injuries excluded under the Worker's Compensation Act.
- c. Prior to the commencement of any work, the vendor may be required to submit a certificate of insurance evidencing Worker's Compensation and Employer Liability Insurance in the amounts required above. This certificate will indicate the amounts of insurance carried by the vendor of the following types: Comprehensive General Liability Insurance, Comprehensive Automobile Insurance, Excess Liability Insurance, and any other insurance coverage maintained by the vendor. The Certificates of Insurance will state that such insurance is in force and cannot be canceled or released except upon thirty (30) days prior written notice to the Board of Education of Baltimore County.
 - 1. The Certificate of Insurance must name the Board of Education of Baltimore County as an additional insured.
- d. All required insurance coverage must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Board. The insurers must also have a policyholders' rating of AB@ or better, and a financial size of AClass VII@ or better in the latest evaluation by A.M. Best Company. The Board hereby grants specific approval for the acquisition of workers compensation and employer's liability insurance from the Injured Worker's Insurance Fund of Maryland.

17. SAFETY REQUIREMENTS

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

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

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

18. SUB-CONTRACTORS

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

19. LIQUIDATED DAMAGES

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

20. TERMINATIONS OF CONTRACT

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

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

21. GOVERNING LAW AND VENUE

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

22. WAIVER OF JURY TRIAL

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

23. ADDENDA

- a. All changes to the bid specification will be made through the appropriate addenda issued from the Office of Purchasing.
- b. Addenda will be available to all who are known by the Office of Purchasing to have received a complete set of Bid Documents.
- c. Copies of Addenda will be made available for inspection wherever Bid Documents are on file.
- d. All changes to the bid documents will be made through the appropriate addenda. Any and all such interpretations and any supplemental instructions will be available to all bidders listed on the BCPS vendor listing. Addenda will be issued a minimum of five (5) business days prior to the date fixed for the opening of bids, excluding date of bid opening, unless the addendum issued extends the due date of the bid.
- e. Each Bidder shall ascertain prior to submitting a Bid that they have received all Addenda issued and the Bidder shall acknowledge their receipt on the Addenda Affidavit Form. The Addenda Affidavit Form shall be completed and returned with the bid proposal response. Failure to return the Addenda Affidavit Form may be reason for rejection of the bid. Failure of any bidder to receive any addenda or interpretation shall not relieve that bidder from any obligations under this bid and as amended by all addenda. All addenda so issued shall become a part of the award and contract documents.

24. INDEMNIFICATION

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

25. LIMITED LIABILITY

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

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

- a. In accordance with §5-815 through §5-820 of the General Provisions Article of the Annotated Code of Maryland, the Board of Education of Baltimore County has promulgated Ethics Policies, which cover conflict of interest, financial disclosure and lobbying. All bidders are expected to comply with any and all Board Ethics Policies that may apply to them individually or as a business entity.
- b. All bidders should review carefully the conflict of interest policies. Specific attention should be accorded to the Board Ethics Policies (Board Policy 8363) prohibiting Baltimore County Public Schools employees from benefiting from business with the school system.
- c. All bidders are placed on notice that all questions/interpretations concerning the Board Ethics Policies may be submitted to the Ethics Review Panel in accordance with Board Policy 8366.

27. MULTI-AGENCY PARTICIPATION

- 27.1 BCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.
- 27.2 Each participating jurisdiction or agency shall enter into its own contract with the Award Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award Bidder. BCPS does not assume any responsibility other than to obtain pricing for the specifications provided.

28. INCLEMENT WEATHER

- 28.1 **PRE-BID:** If Baltimore County Schools are **closed** (either the "schools" and/or "offices") on the day a pre-bid is scheduled, **"THE PRE-BID IS CANCELLED"** and **will not be rescheduled unless an addendum is issued.** Bidders are advised that they are to email or FAX questions to the purchasing agent by the date and time required within this solicitation.
- 28.2 **BID OPENING:** If Baltimore County Schools "**offices**" are closed on the day a bid is "DUE", or prior to the due time, that bid will be due at the same time the next day that the Baltimore County Schools "**offices**" are open. The bid opening shall not be impacted if Baltimore County Schools "**schools**" are closed.
- 28.3 If Baltimore County Schools (either the "schools" and/or "offices") open late, due to inclement weather, the Bid Due Date and Time of Opening will be conducted AS SCHEDULED. If Baltimore County Schools "**offices**" close early, due to inclement weather, the Bid Due Date and Time of Opening will be conducted at the same time the next day that the Baltimore County Schools "**offices**" are open. If Baltimore County Schools "**schools**" close early, due to inclement weather, the Bid Due Date and Time of Opening will be conducted AS SCHEDULED.

29. ILLEGAL IMMIGRANT LABOR

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

30. FOREIGN LANGUAGE TRANSLATOR REQUIREMENT

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

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

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

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

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

32. FORCE MAJEURE

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

33. ASSIGNMENT

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

34. DRUG, TOBACCO, AND ALCOHOL

- 34.1 All Baltimore County Board of Education and BCPS properties are "drug, tobacco, and alcohol free zones" as designated by federal, state and local laws and by Board of Education policy. Neither the Contractor nor any of the Contractor's employees, subcontractors or agents will be permitted to have any illegal drugs; tobacco products; or alcohol products while performing their duties under this Contract and while working on Board of Education and BCPS property. Use or possession of illegal drugs, tobacco products, or alcohol

products on school property will result in immediate removal of the offending individual(s). BCPS reserves the right to issue, at a minimum, a verbal directive to the offending individual(s) to comply with this prohibition and to cease use. The Contractor will be notified in writing of any violation(s).

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

35. ACCESS TO PUBLIC RECORDS ACT NOTICE

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

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

36. CRIMINAL BACKGROUND CHECKS

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

37. REPORTS

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

END OF PART I: GENERAL TERMS AND CONDITIONS

BALTIMORE COUNTY PUBLIC SCHOOLS

DIVISION OF BUSINESS SERVICES
DEPARTMENT OF FISCAL SERVICES
OFFICE OF PURCHASING

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

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Raising the bar, Closing gaps, Preparing for our future
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 necessary labor, equipment, materials, supervision, tools, and all related incidentals required to test, maintain, repair, install, and/or relocate kitchen refrigeration equipment at various locations for Baltimore County Public Schools (BCPS). Award Bidder(s) shall perform routine trouble shooting, problem diagnosis, preventative maintenance, and emergency 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. BCPS does not a guarantee a dollar amount will be met or exceeded, nor can BCPS guarantee any minimum dollar amount to any Award Bidder(s).
- 1.3 All proposals shall be submitted on the proposal forms provided by BCPS. All blank spaces shall be filled in, in ink and properly signed.
- 1.4 BCPS may withdraw this solicitation at any time prior to the actual opening of the bids.
- 1.5 The Bidders agree to hold their prices, under the same terms and conditions, for a period of one-hundred twenty (120) calendar days from the date of the bid opening.
- 1.6 At the time of the opening of bids, each Bidder will be presumed to have read and to be thoroughly familiar with the specifications and related documents (including all Addenda). The failure or omission of any Bidder to receive or examine any form, instrument, or document, shall in no way relieve any Bidder from any obligation in respect of his bid. It is the Bidder's responsibility to verify that they have received all addenda that have been issued prior to submission of their proposal.

- 1.7 Any omissions, errors, conflicts, or discrepancies in this document shall be called to the attention of the BCPS Purchasing Agent and/or the Office of Purchasing immediately.
- 1.8 BCPS contractual terms and conditions shall govern and supersede any terms and conditions from the bidder. Conditional proposals will not be accepted. IFB Part II, Sec. 9 provides instructions regarding inquiries on this solicitation's specifications.
 - 1.8.1 Incorporation of Specifications: The following order of precedence shall apply:
 - a. Board of Education of Baltimore County – Agreement/Contract
 - b. Part III: Technical Specifications;
 - c. Part II: Specifications--General Requirements;
 - d. Part I: General Terms and Conditions;
 - e. Any BCPS Purchase Order.
- 1.9 Bidders providing incomplete and/or inaccurate information to BCPS are subject to immediate termination of contract and/or rejection of their proposal/bid as non-responsive.
- 1.10 Bidders are solely responsible for their expenses, if any, in preparing a response to this solicitation.
- 1.11 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 Office of Food and Nutrition Services (OFNS).
- 1.12 All work shall be approved by BCPS OFNS. 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 BCPS reserves the right to reject all bids and to re-bid at its discretion.

2.0 Qualification of Bidder

- 2.1 All Bidders submitting a proposal shall **include evidence** that they maintain a permanent place of business and shall be authorized to transact business in Maryland and considered in “Good Standing” (all fees, taxes, and penalties owed to Maryland are paid). Visit the following website to ensure compliance: <https://egov.maryland.gov/BusinessExpress/EntitySearch> (BCPS bears no responsibility for the accuracy, legality or content of the external site or for that of subsequent links. Contact the external site for answers to questions regarding its content.)
- 2.2 All Bidders must include copies of all appropriate licenses necessary to perform this work. BCPS prefers that participating bidders have been in business for at least five (5) years testing, maintaining, repairing, installing and/or relocating refrigeration equipment. Bidders who cannot demonstrate to the satisfaction of BCPS that they have had similar experiences will not be considered.
- 2.3 BCPS may conduct any necessary investigation to determine the ability of the bidder to perform the work, and the bidder shall furnish to BCPS all such information and data/documentation requested. BCPS reserves the right to reject any proposal if the evidence submitted by the bidder or investigation of such bidder fails to satisfy BCPS that such bidder is properly qualified to carry out the obligations of the contract and to complete all requirements contemplated therein.
- 2.4 In determining the qualifications of a bidder, BCPS will consider the bidder’s record and performance on any prior contracts with BCPS, Federal Departments or agencies, or with other public bodies. BCPS reserves the right to reject the proposal of any bidder if the investigation discloses that this bidder, in the opinion of BCPS, has not properly performed such contracts or has habitually and without just cause neglected the payment of bills or has otherwise disregarded their obligations to subcontractors, material suppliers or employees.
- 2.5 All Bidders shall maintain sales and service facilities within fifty (50) miles from BCPS, 6901 Charles Street, Towson, MD 21204, throughout the duration of contract. The determination of mileage shall be obtained through on-line tools, based upon the address provided by the Bidder.
- 2.6 Bidders must complete and return with their proposal the “REFERENCE FORM” included in this solicitation. Bidders must 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.
- 2.7 Bidders submitting pricing as designated within “SECTION 004000 - FORM OF PROPOSAL must complete and return with their proposal the “Certified Technician Form”. Do not provide this information on any other form or paper—use the form provided. Make as many copies of this form as needed to accommodate all assigned employees. Bidders must:

- 2.7.1 Provide the name and date of hire for each full time (not contractual) individual, currently employed by the firm, who will be used on any BCPS project.
- 2.7.2 Bidders are required to submit a minimum of six (6) certified refrigeration technicians, capable of routine, emergency and specially requested services. Technicians must be full-time, properly trained, experienced, and qualified employees and not part time, contractual, or temporary employees, and the Bidder agrees that these individuals are the only employees to be used for work at BCPS sites.
- 2.7.3 The authorized representative of the bidder must sign the form affirming that these employees are full time properly trained, experienced, and certified employees and not part time, contractual, or temporary employees. The Bidder agrees that these employees are the only assigned employees to be used for work at BCPS sites.
- 2.8 Award Bidder(s) shall establish a corporate email address in lieu of a personal email address dedicated to BCPS. Example:
bcpsopportunities@xyzcontracting.com

3.0 Award Bidder Assigned Employees

- 3.1 The Award Bidder(s) must provide a copy of ALL related certifications and or licenses held by each of its assigned employees listed on the “Certified Technician Form” within ten (10) days of notification of award.
- 3.2 The Award Bidder(s) has the right to remove individuals from the “Certified Technician Form” during the term of contract by notifying BCPS in writing.
- 3.3 The Award Bidder has the right to add individuals to the “Certified Technician Form” during the term of contract. However, BCPS reserves the right to review these assigned employees’ work record to determine if these individuals are properly trained and experienced. Individuals that are not properly trained and experienced will not be utilized. For all new assigned employees, the Award Bidder must:
 - 3.3.1 Submit the assigned employee name and last two years’ work history to BCPS for review. Work history must include previous employers’ contact information.
 - 3.3.2 Provide a copy of ALL related certifications and licenses for each assigned employee.
 - 3.3.3 BCPS must be notified of Award Bidder(s) intent to replace worker within one (1) business day of original workers’ departure. Award Bidder must

provide proof of required certifications for the new worker within ten (10) business days of assignment to BCPS contract.

- 3.4 Utilizing any employee not previously approved by BCPS is reason for immediate termination of the contract for cause.
- 3.5 Award Bidder(s) must 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.
- 3.6 Award Bidder(s) must demonstrate to the satisfaction of BCPS that assigned employees who will be used on any BCPS project are properly trained and experienced in the services outlined herein.
- 3.7 Award Bidder must be solely responsible for and pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and worker's compensation claims involving the assigned employees.
- 3.8 The services that the Award Bidder renders to BCPS will be as an independent contractor. Nothing within the bid documents and/or forms will be construed to create the relationship of principal and agent, employer and employee, and/or joint employers of the assigned employees, between the Award Bidder and BCPS.

4.0 Inspection of Site

- 4.1 Bidders are responsible for site visitation and confirmation of existing conditions.
- 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 Schedule appointment with **OFNS Facilities and Equipment Supervisor John Salerno or designee: 443-809-7855**
 - .2 On day of appointment, the Bidder is to have all personnel provide a valid ID to sign in and out of the visitor identification system in the main office of any school or office, whenever that school's office is open. OFNS Supervisor or Cafeteria 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.
- 4.4 The Award Bidder is the employer of the assigned employee(s) and has the right to physically inspect the work site and work processes to assess any potential work hazards; conduct post-accident/incident investigations; review and address

assigned employee work performance, and enforce the Award Bidder's employment policies relating to the assigned employee conduct at the work site.

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, in 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:

Baltimore County Public Schools
6901 Charles Street, Building "E", 1st Floor
Towson, Maryland 21204
Attn: Contracts
Contracts@bcps.org

5.3 CERTIFICATES OF INSURANCE

- 5.3.1 Certificates of insurance shall 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

SOLICITATION NUMBER: LLY-419-22
6901 Charles Street, Building "E", 1st Floor
Towson, Maryland 21204
Attn: Contracts

.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 In addition to with insurance requirements as stipulated within: PART I: GENERAL TERMS AND CONDITIONS, SECTION 12 INSURANCE, Award Bidder(s) shall comply with the following:

.1 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.

.2 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.

.3 Prior to the commencement of any work, or at any time during the term of this Agreement, 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, Professional 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. The Certificate of Insurance must name the Board of Education of Baltimore County as an additional insured.

.4 All required insurers allowed to do business in the State of Maryland and acceptable to the Board must underwrite insurance coverage. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A.M. Best Company. The Board hereby

grants specific approval for the acquisition of workers compensation and employer's liability insurance from the Chesapeake Employers Insurance Company.

- 5.3.3 Cost of Insurance shall be included in the bid amount.
- 5.3.4 If Award Bidder fails to execute and deliver the signed Contract and Certificates of Insurance within ten (10) business days from receipt of the Contract, BCPS reserves the right to rescind award.

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

6.1 It is the intent of BCPS to achieve a minimum of fifteen percent (15%) of the total dollar value of the contracts resulting from this solicitation to be made to Small Business and/or certified Minority Business Enterprises either directly or indirectly.

.1 Definitions:

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

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

- .2 Certified MBE: A minority business that holds a certification issued by the Maryland State Department of Transportation (MDOT) or other recognized municipalities or minority associations.
- .3 Small Business (SBE): A business which meets criteria (see form 6.2.1) regarding number of employees **OR** an annual revenue limit. BCPS reserves the right to request tax documents to support such a claim. Form 6.2.1 allows a company to self-certify as an SBE.

6.2 The following documentation must be considered as part of the contract and must be furnished **with your proposal/bid**. All of these forms must be completed or acknowledged within the "FORM of PROPOSAL".
Note that some forms may not apply: they can be marked "N/A" on the top, and the form left blank.

Reference the chart directly below:

BIDDER STATUS	6.2.1 SBE Affidavit	6.2.2 Utilization Affidavit	6.2.3 Statement of Intent	6.2.4 Waiver Request
SBE/MBE	Y	Y	Y	N/A
Not SBE/MBE and <u>IS</u> MEETING Goal	N/A	Y	Y	N/A
Not SBE/MBE and <u>IS NOT</u> MEETING Goal	N/A	Y	N/A	Y

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

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

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

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

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

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

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

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

- .1 A detailed statement of the efforts made by the bidder to identify portions of the work proposed to be performed by subcontractors in order to achieve the stated goal;

.2 An explanation of why the stated goal is not possible;

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

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

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

7.0 Bid Submission

7.1 Bids must be submitted electronically via the following link:

[Bid/Proposal Submissions](#)

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

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

7.1.2 **Submit one complete bid submission only. If multiple submissions are received, BCPS will accept only the most recent submission and any previous submission will not be considered.**

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 004000-3-6: "Price Proposal Page". Complete, sign and return with bid.

7.2.4 Section 004000-7: "Certified Technician Form". Complete, sign and return with bid.

7.2.5 Section 004000-8: "References". Complete, sign and return with bid.

7.2.6 Section 004000-9: "Addenda". Bidders are reminded that the "Addenda" page must be completed and returned whether or not an actual addenda page was issued for this bid. Complete, sign and return with bid.

7.2.7 Section 004000-10: "Proposal Sheet". Complete, sign and return with bid.

- 7.2.8 Section 004000-11: "State of Maryland Anti-Bribery Affidavit" & "State of Maryland Tax Certification" (on same page). Complete, sign and return with bid.
- 7.2.9 Section 004000-12: "Certification Regarding U.S. Government Debarment, Suspension, Ineligibility, and Voluntary Exclusion". Complete, sign and return with bid.
- 7.2.10 Section 004000-13: "Small Business Enterprise Affidavit". Complete, sign and return with bid.
- 7.2.11 Section 004000-14: "Small and Minority Business Enterprise Utilization Affidavit". Complete, sign, and return with bid.
- 7.2.12 Section 004000-15: "SBE/MBE Statement of Intent". Complete, sign and return with bid.
- 7.2.13 Section 004000-16: "SBE/MBE Request For Waiver". Complete, sign and return with bid".
- 7.2.14 Section 004000-17-18: "Applicant Screening Affidavit". Complete, sign and return with bid.
- 7.2.15 Section 004000-19: "No Bid Page". This page should only be returned if not participating in the bid.
- 7.2.16 All other information and/or forms and/or affidavits specified in Specifications Part II, Technical Specifications, and/or Addenda issued.
- 7.3 Bids received after the published due date/due time will be rejected as non-responsive.
- 7.4 Bids submitted improperly and/or incompletely may be deemed as non-responsive.

8.0 Bidder Registration

- 8.1 Bidders are invited to register on the BCPS "Vendor Self-Service" (VSS). Award Bidder(s) are required to register. Please follow the registration instructions below:
 - 8.1.1 Type the following into your browser:
http://businessservices.bcps.org/departments/fiscal_services/purchasing/
 - 8.1.2 Select: "Vendors"
 - 8.1.3 Select: "Vendor Self Service". (VSS supports the following browsers only: Microsoft Internet Explorer v8 or higher and Mozilla Firefox v2.2 or higher)

8.1.4 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://businessservices.bcps.org/departments/fiscal_services/purchasing/

Click onto "BCPS Invitation to Bid". The list is updated on a weekly basis.

9.0 Pre-Bid Meeting

9.1 There will be a Pre-Bid Meeting on the date and time on the cover. It would be beneficial to have a representative from your firm attend.

9.2 Bidders must visit the Pre-Bid/Pre-Proposal Meeting Response link to confirm attendance. Teleconference information will only be sent to those email addresses submitted via the smartsheet link.

10.0 Inquiries

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

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

[Bidder Inquiries](#)

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

11.0 Addenda and/or Explanation of Bid Documents

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

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

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

12.0 Bid Opening

- 12.1 At the bid opening, bidders' names and prices will be read. Each participating bidder will be e-mailed a copy of the posting of prices upon verification of prices by BCPS. This process will take several days (or longer depending upon the number of bidders).
- 12.2 Complete evaluation of the bids will not take place at the opening and no indication of award will be made at the opening. The recommended award(s) will be available in the Office of Purchasing after the completed evaluation.
- 12.3 Bids will not be available for review by bidders at the bid opening. BCPS reserves the right to review all materials and present a recommendation to the Board of Education prior to bids being available for review. Bid documents will only be available for review after approval of the contract by the Board. Bidders may call the Office of Purchasing to set up a date and time for reviewing bid documents.

13.0 Award of Contract

- 13.1 Method of award will be to the lowest priced responsive and responsible bidder(s). BCPS reserves the right to make awards of contract to multiple bidders.
- 13.2 While pricing will be given primary consideration in evaluation of all proposals meeting specifications, successful bidder(s) must be able to document their ability to service an account of this size and, also, be able to guarantee completion of work on time. BCPS reserves the right to award to bidder(s) receiving the most favorable proposal evaluation and providing best in class, overall value to BCPS per ITEM.
- 13.3 BCPS is not obligated to contract for all "ITEMS" as listed on the Price Proposal Sheet(s).
- 13.4 Time is of the essence. Submission of a proposal/bid, in response to this solicitation, shall mean that the Bidder can complete all work "as specified" within the specified time frame.
- 13.5 BCPS does not guarantee that all or any work will be done and reserves the right to reject all bids and to re-bid at its discretion. BCPS reserves the right to issue separate formal bids for any repair and/or installation services.
- 13.6 BCPS reserves the right to add award bidder(s) to this contract if the initial award bidders cannot fulfill all of the requirements.

- 13.7 BCPS reserves the right to negotiate alternative preventative maintenance (PM) program(s) with Award Bidder(s), other than those services which are outlined within PART III: TECHNICAL SPECIFICATIONS of this solicitation.
- 13.8 BCPS reserves the right to add and/or delete sites requiring services. If it becomes necessary to add a site during the course of the contract, Award Bidder(s) shall apply pricing methodology for that site as provided within this solicitation. Annual PM Service fees shall be prorated for all new sites, with the term commencing on July 1. If it becomes necessary to delete a site during the course of the contract, Award Bidder(s) shall agree to remove such site from PM contract. Award Bidder shall provide a prorated credit to BCPS.

14.0 Term of Contract

- 14.1 The term of the contract shall commence from the day of signing of the contract after the Board of Education of Baltimore County's approval, and all terms and conditions shall remain in effect for **five (5) years from the date of Board of Education contract approval.**
- 14.2 BCPS reserves the right to terminate the contract for convenience at any time by providing the Award Bidder thirty (30) days prior written notice. The Award Bidder does not have a right to termination for convenience.
- 14.3 On an annual basis, BCPS and the Award Bidder(s) shall meet and confer regarding performance and modifications to the contract.
- 14.4 BCPS reserves the option to extend this contract for an additional period upon mutual agreement and under the same terms, conditions, and pricing.
- 14.5 Award Bidder(s) shall be granted the option to request an adjustment to Hourly Labor Rates on each contract anniversary date (Board approval 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.
- 14.5.1 Award Bidder(s) shall follow the instructions below to determine the proposed Consumer Price Index (CPI) adjustment prior to submitting a request for adjustment which may be applied to the "Monthly/Annual Rate". The request must be on Award Bidder's letterhead accompanied by a detailed justification for the adjustment. The Award Bidder's request must reflect the current Monthly/Annual Rate and the proposed Monthly/Annual Rate. The Office of Purchasing shall verify the proposed CPI adjustment.
- .1 Access the U.S. Bureau of Labor Statistics website at the following internet address:
<http://www.bls.gov/cpi/home.htm>

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- .2 Select "Data Tools", then select "Top Picks" for "Consumer Price Index-All Urban Consumers (Current Series)".
- .3 Select from list "U.S. All items, 1982-84=100 – CUUR0000SA0". Select "Retrieve data".
- .4 Select "More Formatting Options". Select "12 Months Percent Change". Click "Retrieve Data"
- .5 Use the chart: 12 Months Percent Change, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 (Note: The file can be downloaded into an excel worksheet.)
- .6 Adjustments shall be based on the average of the 12 months percentage change published by the U.S. Bureau of Labor Statistics at the time of request. For example, an adjustment request is submitted by Award Bidder to BCPS on December 10, 2018. The contract anniversary date is January 1. The U.S. Bureau of Labor Statistics has published data up to October 2018. Price adjustment would be based on the average from November 2017 to October 2018. This calculation shall include monthly U.S. Bureau of Labor Statistics data labeled as "Preliminary".

14.5.2

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

- .1 If the request is rejected, the contract for that item shall be terminated thirty (30) days from the date of BCPS rejection letter.
- .2 If adjustment request is rejected, BCPS reserves the right to purchase services and/or goods from the next most favorable responsive and responsible bidder, as the requested adjustment may change the award position. If the next most favorable responsive and responsible bidder(s) does not have service available within the requested timeframe, BCPS reserves the right to purchase from any source.
- .3 Award Bidder whose price adjustment has been rejected by BCPS shall be granted the right of first refusal and shall be given an opportunity to match the item pricing of next most favorably ranked responsive and responsible bidder

within ten (10) days of receipt of BCPS rejection notification.

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

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

15.0 Assignment of Work

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

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

15.2 This contract is to be utilized for projects with an estimated value not exceeding \$300,000. If a project estimate exceeds this threshold, the Office of Purchasing reserves the right to issue a formal solicitation.

15.3 BCPS reserves the right to utilize Hourly Labor Rates (Regular, Off Hours, Emergency) submitted by Award Bidder(s) in response to this solicitation for work and for projects that are less than \$30,000.

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

15.5 For projects exceeding \$30,000, BCPS will obtain in writing, "Request for Quote" (RFQ) from all Award Bidder(s). BCPS reserves the right to award the project to the company offering the most favorable quote (as determined by BCPS). It is important to note that the most favorable quote may not be the one offering the lowest price. BCPS may evaluate the quote based on the starting and

completion dates provided by the bidders with their quote for that project and the subsequent effect this will have on the school curriculum. Time is of the essence.

- 15.6 For projects exceeding \$30,000, 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.
- 15.7 The type of "Request for Quote" (RFQ) shall be communicated to Award Bidder(s) by BCPS. Pricing methodology to be utilized by Award Bidder(s) will be specified in writing by BCPS at time of RFQ issuance. Some examples of RFQ types include:
 - Not to Exceed
 - Lump Sum/ Firm Fixed Price/Base Bid
 - Cost-plus-fee
 - Design-build/Turnkey
 - Informational Budget Estimate
- 15.8 BCPS reserves the right 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.
- 15.9 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.
- 15.10 BCPS reserves the right to request that Award Bidder(s) provide breakout costs as an attachment to the RFQ invoice.
- 15.11 Award Bidder(s) will not be paid for visiting a BCPS site to provide RFQ, and/or for any pre-examination of work.
- 15.12 Award Bidder(s) must include contract number on all quotes.
- 15.13 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.
- 15.14 All RFQ's provided by Award Bidder to BCPS **must** include the contract number.

16.0 Hourly Rates

- 16.1 "**Regular Hourly Labor Rate**" for repair services, installation services, and/or testing services. In effect from 7:00 A.M. until 5:00 P.M. EST Monday through and including Friday. The rate is for one (1) certified technician, on-site working. Inclusive of all overhead, including but not limited to: driving time to and from the job site, materials, proper disposal, paperwork, salary of employees, and profit.

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

- 16.2 **“Regular Hourly Labor Rate – Off Hours”** for repair services, installation services, and/or testing services. In effect Monday through and including Friday from 5:00 P.M. until 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.
- 16.3 **“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).
- 16.4 **“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.
- 16.5 **“Holiday Hours” and/or “Double Time Rate”** are those hours worked on the following days: Christmas Day, New Years Day, Memorial Day, Labor Day, July 4th, and Thanksgiving Day. Holiday hours will be paid at the rate of two (2) times the Regular Hourly Labor Rate or the Emergency Hourly Labor Rate.
- 16.6 **“Working Hours”**: are those hours the assigned employees are actually on site working, excluding lunch time and/or breaks.
- 16.7 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.

- 16.8 BCPS shall not reimburse for travel expenses, or vehicle mileage, nor shall BCPS reimburse for travel time to obtain parts.
- 16.9 BCPS shall not reimburse for cell phone usage.

17.0 'Percentage Off List' Pricing

- 17.1 All delivery/freight charges, packaging (including pallet), insurance, expenses, and/or overhead shall be included within unit pricing requested by BCPS. When parts/equipment is ordered by BCPS from Award Bidder(s), standard delivery charges shall be included by Award Bidder(s) within line-item pricing. BCPS may pay separate line-item shipping charges **only** when order has been requested by BCPS to be expedited. Expedited delivery charges **must** be authorized by BCPS.
- 17.2 Manufacturer discount pricing provided by Bidders shall be for any quantity. No minimum quantity orders and/or shipments are guaranteed.
- 17.3 Manufacturer discount pricing submitted by bidders shall be non-direct, Governmental sales, where bidder is responsible for shipping and invoicing.
- 17.4 BCPS reserves the right to accept additional discount pricing if offered by the Award Bidders for bulk purchases, promotional pricing, and/or downward adjustments to discount pricing offered by manufacturer to Award Bidder(s).
- 17.5 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.
- 17.6 BCPS may require Award Bidder(s) to provide documentation from manufacturer that authenticates actual manufacturer pricing.
- 17.7 Award Bidder(s) will have thirty (30) days prior to the contract anniversary date (Board approval date) to submit a request for an adjustment to each manufacturer discount pricing. If manufacturer represented by Award Bidder(s) issues a 'discount adjustment, BCPS may either accept or reject such on a case-by-case basis. The request must be on Award Bidder's letterhead accompanied by the manufacturer's letter providing a detailed justification for the discount adjustment. The Award Bidder's request must reflect the current discount and the proposed discount.

17.8 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 manufacturer's documentation reflecting the percentage change. BCPS shall validate the requested percentage adjustment.

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

- .1 If the request is rejected, the contract for that item shall be terminated thirty (30) days from the date of BCPS rejection letter.
- .2 If adjustment request is rejected, BCPS reserves the right to purchase item from the next most favorable responsive and responsible bidder, as the requested adjustment may change the award position. If the next most favorable responsive and responsible bidder(s) does not have material available within the requested timeframe, BCPS reserves the right to purchase from any source.
- .3 Award Bidder whose price adjustment has been rejected by BCPS shall be granted the right of first refusal, and shall be given an opportunity to match the item pricing of next most favorably ranked responsive and responsible bidder within ten (10) days of receipt of BCPS rejection notification.

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

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

18.0 **Delivery**

18.1 All deliveries shall be **FOB Destination (inside)**.

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

18.3 Delivery shall be made Monday through Friday (excluding school holidays) between the hours of 7:00 A.M. and 2:00 P.M. EST. Award Bidder shall be

responsible for ensuring that deliveries are made during regular business hours and days.

- 18.4 BCPS requires that all items be delivered within ten (10) business days from receipt of order.
 - 18.4.1 Failure of the Award Bidder to deliver within ten (10) business days of receiving an order may result in BCPS canceling the order with the Award Bidder and BCPS ordering the products from the next lowest bidder. The Award Bidder may then be pecuniarily responsible for the difference in cost.
 - 18.4.2 If there are extenuating circumstances, out of the control of the Award Bidder, that would extend the delivery past ten (10) business days, then, the Award Bidder agrees to notify BCPS immediately of these circumstances and to advise of when the delivery shall be made.
 - 18.4.3 Award Bidder demonstrating habitual delivery deficiencies will be subject to termination of contract for cause.
- 18.5 Any damaged shipments will be replaced solely at the Award Bidder's expense. This shall include pick-up of damaged product and delivering replacement product. Delivery of replacement product shall be made within three (3) business days from receipt of notification of damage.
- 18.6 All "drop shipments" (direct from a manufacturer or wholesaler) must adhere to the terms specified within this solicitation.
- 18.7 A delivery ticket shall accompany all deliveries. The delivery ticket must include the BCPS purchase order number. Any delivery that does not identify the BCPS purchase order number will be rejected. The Award Bidder shall obtain a signature from BCPS employee on the delivery receipt for all items delivered. The supplier will be required to furnish proof of delivery in case of dispute.
- 18.8 It is the Bidder's responsibility to have material available for BCPS to pick up at a location within fifty (50) miles from the Baltimore County Public Schools, 9610 Pulaski Park Drive, Baltimore, MD 21220. The determination of the mileage shall be obtained through on-line Internet tools, such as <http://maps.yahoo.com/> or <http://www.mapquest.com/> based upon the address provided by Bidder.
- 18.9 BCPS shall not pay restocking fee for any returned product.

19.0 Substitutions

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

- 19.2 The Award Bidder shall be responsible for determining what model or product of the acceptable manufacturer meets the specified standards. Other products which will perform equally the duties imposed by the general design will be considered providing submittal for substitutions is in strict accordance with requirements as indicated within the technical specifications of this solicitation.
- 19.3 All equipment and replacement components shall be new and unused. BCPS shall approve make and or model of replacement parts utilized.

20.0 Equipment

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

21.0 Response Time

- 21.1 Regular Service Calls:
 - .1 Regular service requests shall be made in writing by BCPS and shall document the required service and time parameters for response. Response time shall be as specified and 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 Physical response times by Award Bidder for regular service calls shall not exceed forty-eight (48) hours from when request is made by BCPS. In some instances, BCPS may require a response time that exceeds the forty-eight (48) hour requirement. BCPS will make any such request in writing.
- .4 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.
- .5 BCPS shall notify Award Bidder in writing if service request must be cancelled.

21.2 Emergency Service Calls:

- .1 Due to the nature of emergency service calls, BCPS may first notify Award Bidder via phone call of the emergency service requirement. Award Bidder response time shall commence at time of phone notification. After initial phone notification, BCPS shall provide Award Bidder with emergency service request in writing.
- .2 Physical response time for emergency service calls shall be within two (2) hours of telephone notification by BCPS.
- .3 Emergency repairs shall be provided on a twenty-four (24) hour, seven (7) days a week basis.
- .4 The Award Bidder is to physically show up at the site and perform services as required at the Emergency Hourly Labor Rate.
- .5 If Award Bidder 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 BCPS shall notify Award Bidder in writing if service request must be cancelled.

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

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

the event. Failure to respond within timeframe requested at time of placing service call may result in termination of the contract for cause with that Award Bidder.

- 21.5 Award Bidder(s) must make every effort to expedite any and, all repairs in accordance with set time limits. Where limits may need to be exceeded, any deviations shall be verified and approved in advance by BCPS. The Award Bidder will notify BCPS Office of Food and Nutrition 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 as 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.

22.0 Warranty

- 22.1 The Award Bidder shall unconditionally guarantee the materials and workmanship of all equipment and materials furnished by the Award Bidder, its subcontractors or suppliers for a period of at least sixty (60) days from the date of acceptance of the installation by BCPS. If the manufacturer warrants equipment for a period longer than sixty days, the Award Bidder shall pass through this time frame to BCPS.
- 22.2 The Award Bidder(s) shall warrant that all new and/or replacement parts be free from defects. The Award Bidder(s) agrees that any replacement and/or adjustments made necessary because of such defects will be made promptly, without cost for parts or labor, and to the satisfaction of BCPS.
- 22.3 All warranty work shall be done within seventy-two (72) hours of notification of the work to be done.
- 22.4 Award Bidder shall not charge BCPS for any repeat visit for the same problem occurring within sixty (60) days of the original visit.

23.0 Hazardous Material Information

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

- 23.2 No new, replacement or restoration materials shall contain lead in an amount greater than 0.00 milligrams per liter or 0.00 milligrams per kilogram. If no commercially available material meets either criterion, written authorization for use of the material shall be obtained from the BCPS Project Manager.
- 23.3 Award Bidder(s) shall not be responsible for performing any asbestos abatement services. BCPS will have all asbestos containing material abated prior to commencement of work by Award Bidder(s). Award Bidder(s) will not initiate any work which will disturb any asbestos containing material. Failure to adhere to this policy may result in termination of the contract for cause.
- 23.4 Building materials in BCPS facilities may contain asbestos and/or lead paint. To prevent contamination or exposure, no work shall be performed by Award Bidder(s) that would disturb any building material(s). This shall include, but not be limited to the following activities: cutting, drilling and/or moving ceiling tiles. Award Bidder(s) shall notify the BCPS Project Manager in writing as soon as it is known that approval will be needed for a specific activity. BCPS shall respond to Award Bidder(s) request in writing to approve or deny the specific activity.

24.0 Occupancy Requirements

- 24.1 Full BCPS Occupancy: BCPS will occupy the site and existing building during the entire work period. The Award Bidder(s) shall cooperate with BCPS during the work to minimize conflicts and facilitate BCPS usage. To the satisfaction of the school, the Award Bidder is to move and/or protect all school equipment, furnishings and occupied areas from work-related debris and noise. The Award Bidder shall perform the work so as not to interfere with BCPS operations. The Award Bidder is aware that this work shall be performed on school grounds, where students, staff, and parents will be present and is responsible for maintaining a safe clean worksite.
- 24.2 Use of Premises:
- .1 Limit use of premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.
 - .2 Keep driveways and entrances serving the premises clear and available to BCPS, BCPS's employees and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - .3 Award Bidder is responsible for all clean up related to their work. The school's custodial staff is not responsible for cleaning debris left from the Award Bidder's work.
 - .4 The Award Bidder shall protect all BCPS property, materials, equipment, improvements, utilities, structures, and vegetation, at all times during the

contract. Any property or incidentals damaged during the term of the contract must be repaired or replaced by Award Bidder to the satisfaction of BCPS.

- .5 Deliveries of equipment and other materials must be done with the Award Bidder present and stored on site as indicated by the Office of Food and Nutrition. Equipment and material shall not be delivered to the site prior to their installation, unless approved by the Office of Food and Nutrition..
- .6 Award Bidder(s) must not sound alarm devices during regular class hours, unless authorized by BCPS.
- .7 Award Bidder(s) must 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 "Attachment A: BCPS Sites").

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

25.0 Professionalism

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

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

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

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

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

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

2. be properly trained and experienced to perform services as specified.
3. refrain from any comments and/or gestures to the students and/or staff; and, refrain from making any comments and/or gestures to fellow workers that could be interpreted as inappropriate and/or obscene.
4. be dressed appropriately to work in a “school environment” with student, teacher, staff, and parents present. The assigned employee shall prominently display the name of their company on a shirt and/or hat.
5. abide by the BCPS no smoking and alcohol policy. BCPS maintains a Tobacco-Free environment for the entire school grounds, including parking lots and driveways. Furthermore, BCPS policy prohibits gambling, alcohol, drugs and obscene/abusive language.

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

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

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

26.0 Background Checks and Fingerprinting Requirements

26.1 BCPS requires that all Award Bidder(s) personnel assigned under this contract, who will be accessing any BCPS property, must comply with BCPS background check and fingerprinting requirements.

26.2 All Award Bidder(s) personnel assigned under this contract working on BCPS property are required to be fingerprinted by the Maryland Criminal Justice Information System, or by an authorized private provider acceptable to BCPS (BCPS must give authorization in writing). The fingerprint-based background check must be “for childcare.” The cost will be borne by the Award Bidder(s) and all records sent directly to BCPS for final review and approval. BCPS reserves the right to reject the Award Bidder(s) employees based on information received from said background investigations. In accordance with Md. Ed. Code Ann., § 6-113 (b), the contractor shall not knowingly assign any employee to work on

school premises if the employee has been convicted of a crime identified in Md. Ed. Code Ann., § 6-113 (a).

- 26.3 Award Bidder(s) personnel assigned under this contract who have unsupervised, uncontrolled or direct access to children or who are assigned duties in a school where unsupervised contact with children is likely are required to have a complete fingerprint-based background check at BCPS's direction, which could include fingerprinting conducted by its in-house fingerprint Award Bidder(s) or at a site chosen by BCPS. The cost will be borne by the Award Bidder(s) and all records will remain in the custody of BCPS. In accordance with Md. Ed. Code Ann., § 6-113 (b), the contractor shall not knowingly assign any employee to work on school premises if the employee has been convicted of a crime identified in Md. Ed. Code Ann., § 6-113 (a).
- 26.4 Maryland Law requires certain child sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work and/or attend school. Section 11-722© of the Criminal Procedure Article of the Annotated Code of Maryland states, "[a] person who enters into a contract with a County Board of Education or a non-public school may not knowingly employ an individual to work at a school if the individual is a registrant. A person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding five years or a fine not exceeding \$5,000 or both." If a child sex offender, sexually violent predator, or sex offender, as defined in the Criminal Law and Criminal Procedure Articles of the Annotated Code of Maryland, is employed by the Award Bidder(s), the Award Bidder(s) is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any BCPS property, including the project property. Violation of this provision may result in immediate Termination for Cause.
- 26.5 Additionally, in accordance with Md. Ed. Code Ann., §6-113 (b), the Award Bidder(s) and any of its subcontractors will not knowingly assign any employee to work on school premises with direct, unsupervised and uncontrolled access to children, if that employee has been convicted of a crime identified in Md. Ed. Code Ann., §6-113(a).

27.0 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.

28.0 Interruption of Service

- 28.1 Planned interruption of telephone, security alarm, and/or fire alarm service under this contract shall be coordinated with BCPS Office of Food and Nutrition at least five (5) business days in advance of the expected occurrence.

- 28.2 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.
- 28.3 This temporary power shall be available and maintained by the Award Bidder(s) until power/service is restored.
- 28.4 If an on-site generator is provided by Award Bidder, an Award Bidder assigned employee shall also be on site 24 hours per day until power is restored.
- 28.5 Award Bidder(s) shall be responsible for repairing accidental interruption(s) of utilities, caused by the Award Bidder, at the Award Bidder's expense.

29.0 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.

30.0 Applicable Standards and Guidelines

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

31.0 Invoicing and Payment

Award Bidder(s) shall submit Original Invoice (include all Work Tickets related to invoice) to BCPS OFNS. Invoices shall be mailed via U.S. Postal Service or emailed to a pre-

approved BCPS liaison. Award Bidder(s) shall invoice BCPS within five (5) days after the completion date and the invoice shall contain the following:

1. BCPS Purchase Order Number, Work Order Number, , Name of Facility.
2. Award Bidder's Invoice number, Invoice date, Start and Stop (Completion) date of the project
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 percentage markup or list price minus mark down. Proof of cost by receipt, for materials over \$150, must accompany the invoice, unless approved otherwise by BCPS.
5. Award Bidder(s) shall submit a separate invoice for each repair service-call and/or PM event at each location. PM invoices shall be detailed and must indicate the PM services that were performed, and the equipment tested. Invoices submitted to BCPS that state "PM completed" will be rejected.
6. PM Service fees shall be prorated for all new sites, with the term commencing on July 1.
7. If it becomes necessary to delete a site during the course of the contract, Award Bidder(s) shall agree to remove such site from PM contract. Award Bidder(s) shall provide a prorated credit to BCPS.
8. Service Ticket(s) attached to invoice. Assigned employee names and the number of hours each assigned employee worked on site must be listed. Date(s) of service shall be included, which must correspond to the sign in/out sheet located in the school office.
9. Total dollar amount due.
10. 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, truck or vehicle rental, phone usage, or traveling to pickup parts (Reference: Part II, Section 15.0 Hourly Rates).

11. The Award Bidder(s) are to have an invoice format approved by BCPS. Format must be approved within ten (10) days of contract execution.
12. If, upon review of invoice by BCPS, the cost appears to be excessive, BCPS reserves the right to review the Award Bidder(s) actual costs.
13. The Award Bidder(s) shall provide a monthly report listing all invoices paid and un-paid.

32. Contract Kick-Off Meeting

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

END OF PART II: SPECIFICATIONS--GENERAL REQUIREMENTS

SOLICITATION NUMBER: LLY-419-22

BALTIMORE COUNTY PUBLIC SCHOOLS

DIVISION OF BUSINESS SERVICES
DEPARTMENT OF FISCAL SERVICES
OFFICE OF PURCHASING

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

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PART III: TECHNICAL SPECIFICATIONS

1.0 General Scope & Services

- 1.1 This solicitation and the specifications that follow are being offered to qualify and select contractor(s) to furnish necessary labor, equipment, materials, supervision, tools, and all related incidentals required to test, maintain, repair, install and/or relocate refrigeration kitchen equipment at various locations for Baltimore County Public Schools (BCPS). There are approximately 175 schools within the County. Additionally, Kitchen Equipment units requiring service are located in the Food Service Warehouse (101 Alt Road, Cockeysville, MD 21030). The Food Service Warehouse and twelve (12) schools are twelve (12) month operations (with summer lunch programs). The balance of the schools are ten (10) month operations.
- Award Bidder(s) shall perform routine trouble shooting/problem diagnosis, preventative maintenance and emergency 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. Award Bidder(s) shall provide services as directed by BCPS.
- 1.2 Equipment and/or related components provided for under the terms and conditions of this contract must be 100% factory equipment to match existing system makes / models/or manufacturer installed within BCPS facilities.
- 1.3 BCPS shall be notified in advance of any “proprietary” equipment and/or related components provided for under this contract. Such notification shall be made by Award Bidder in writing to BCPS prior to install.
- 1.4 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 Office of Food and Nutrition Services (OFNS). All BCPS buildings must remain fully operational while Award Bidder is performing PM and/or repair services.
- 1.5 All work shall be approved by BCPS OFNS. 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 another contractor to correct deficiencies and back charge the Award Bidder.
- 1.6 BCPS reserves the right to provide any materials and/or equipment for related installation or repairs.
- 1.7 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 the BCPS OFNS.

- 1.9 BCPS reserves the right solely to make the determination whenever equipment, associated controls, or parts thereof, must be repaired, replaced or overhauled. The Award Bidder must notify the BCPS – OFNS, 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 / supplier for all equipment. In no case shall preventative maintenance be less than that which is described in these specifications. With regard to this contract, the BCPS OFNS 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 the BCPS OFNS, the Award Bidder will effect repairs to deficient work and/or services in accordance with a schedule jointly agreed upon.
- 1.10 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.
- 1.11 BCPS reserves the right to add and/or delete equipment requiring Preventative Maintenance services.
- 1.12 Award bidder(s) shall have sufficient parts carried on their trucks to assure that at least fifty percent (50%) of the repairs can be completed at the time of the first call.

2.0 Certified Refrigeration Technician Requirements

- 2.1 All Bidders shall be an Underwriters Laboratory listed contractor and capable of making all necessary repairs on all models of refrigeration equipment, including but not limited to the following:
 - 2.1.1 Bally: walk-in refrigerators and freezers
 - 2.1.2 Beverage-Air Corporation: milk coolers, deli coolers, reach-in refrigerators
 - 2.1.3 Continental Refrigerator: refrigerators and freezers
 - 2.1.4 Delfield: refrigerators and freezers
 - 2.1.5 Harford Systems, Inc.: walk-in refrigerators and freezers
 - 2.1.6 Hoshizaki: refrigerators and freezers
 - 2.1.7 In-Line Milk Coolers: low temp
 - 2.1.8 Kelvinator Commercial: chest freezers
 - 2.1.9 LTI, Inc.: Colorpoint refrigeration
 - 2.1.10 McCall: reach-in refrigerators and freezers
 - 2.1.11 Nor-Lake, Inc.: refrigerators
 - 2.1.12 Silver King: freezers
 - 2.1.13 Structural Concepts: refrigerated merchandisers

- 2.1.14 Thermal Rite: walk-in refrigerators and freezers
- 2.1.15 Traulsen: reach-in refrigerators and freezers
- 2.1.16 Victory Refrigeration: refrigerators and freezers

Verification shall be in writing from the manufacturer and provided as requested by BCPS.

- 2.2 Basic Function: Performs service agreement tasks and scheduled assignments to ensure that equipment is properly maintained and operating correctly. Handles emergency service calls as directed during regularly scheduled hours and after hours as needed.
- 2.3 Essential Duties: Responds to customer service calls (emergency, on-site, or on-line), checks indicated points of trouble, analyzes full requirements of equipment involved and checks and tests equipment components. Diagnoses trouble or defect, determines corrective action and repairs equipment. Performs preventative maintenance and diagnostics on equipment and components according to service agreement contracts. Tests and verifies equipment readings ensuring an optimal system operation. Identifies additional necessary equipment upgrades and service contact expansion. Completes service repairs, replacements, upgrades, adjustments and calibration on equipment and components following issued tasking, maintenance, troubleshooting and installation instructions. Performs system checkout and assists in equipment startups. May coordinate electrical installation with electrical contractor at job site as required. Completes and submits written service orders and reports covering all aspects of each assignment and activity. Completes and submits timesheets and other necessary information as agreed and needed. If improper operation is due to another equipment or component, discusses problem with BCPS and advise the best course of action. Works with other company or external service providers or vendors to arrange servicing and to resolve problem. Conducts general training, and development classes for customers on-site or at the branch. Delivers technical support, coaching and direction to end users and field labor when applicable.

3.0 Preventative Maintenance Services

- 3.1 Preventive Maintenance (PM) are required for various refrigeration equipment located in any BCPS location. Equipment requiring PM services varies, based on the size of school, meal volumes, and storage requirements.
- 3.2 Included below is a list of typical equipment found in Elementary Schools:
 - 3.2.1 Reach In Refrigerators (1-2)
 - 3.2.2 Reach In Freezers (1-2)
 - 3.2.3 Frost Top Refrigerators (1-2)
 - 3.2.4 Milk Coolers (2-4)
 - 3.2.5 Chest Freezers (1)
 - 3.2.6 On-line Ice Cream Freezers (1-2)

- 3.2.7 Pass Thru Refrigerators (1-2)
- 3.2.8 Walk-In Refrigerators (1) (Not all ES)
- 3.2.9 Walk-In Freezers (1) (Not all ES)

- 3.3 Included below is a list of typical equipment found in Secondary Schools (Middle and High):
 - 3.3.1 Reach In Refrigerators (2-3)
 - 3.3.2 Reach In Freezers (1-2)
 - 3.3.3 Frost Top Refrigerators (3-4)
 - 3.3.4 Milk Coolers (3-5)
 - 3.3.5 Chest Freezers (1)
 - 3.3.6 On-line Ice Cream Freezers (1-2)
 - 3.3.7 Pass Thru Refrigerators (2-4)
 - 3.3.8 Walk-In Refrigerators (1-2)
 - 3.3.9 Walk-In Freezers (1)
 - 3.3.10 Deli Refrigerators (1)
 - 3.3.11 Refrigerated Merchandisers (2-4)

- 3.4 All PM services shall be invoiced at rate(s) provided within Bidder proposal response.

- 3.5 PM Services shall include:
 - 3.5.1 Clean all air cooled condensers using, Co2, Nitrogen, or compressed air along with brushing. DO NOT USE ANY AEROSOL COIL CLEANERS.
 - 3.5.2 After cleaning condensers, vacuum debris from surrounding area.
 - 3.5.3 Tighten all electrical connections, contactors, and relays.
 - 3.5.4 Check all voltages and record.
 - 3.5.5 Verify temperature of each unit.
 - 3.5.6 Walk-in refrigerators and all refrigerator units require inspection of all evaporator fans. If extensive cleaning or chemical cleaning is required Award Bidder must call the OFNS for approval and job number.
 - 3.5.7 Note all additional repair recommendations on the service ticket.

- 3.6 PM Time Frame: Preventative Maintenance will take place between September 1 and May 30.

- 3.7 PM Schedule: The OFNS and the Award Bidder(s) will develop a mutually agreed upon schedule of locations where preventive maintenance shall be performed each month. This schedule will be established after the approval of the award of contract by the Board of Education.

- 3.8 PM Frequency : Award Bidder(s) shall perform PM services to refrigeration equipment at each location a minimum of two (2) times per year.

- 3.9 PM services shall be performed during normal working hours. (7:00 AM to 2:00 PM)

PM services shall not interfere with meal service, food production or food prep.

- 3.10 All PM services must be documented on the Award Bidder's service ticket. The service ticket shall be signed on site by the manager, person-in-charge, designee, or school Business Operations Supervisor. The technician's original service ticket and invoice shall be sent on a monthly basis to the OFNS. A copy of the service ticket will be left with the manager or person-in-charge at the school.
- 3.11 The OFNS will provide a three-part "Preventative Maintenance Report" form to be completed by the Award Bidder(s) and returned with the Service ticket and Invoice. (Reference "Exhibit A: PM Report")
- 3.12 At the time of preventative maintenance, should an operational problem be detected that requires immediate attention, the Award Bidder Service Technician must notify his company, and the OFNS should be notified immediately by the Award Bidder. Written notification by Award Bidder is required. However, due to the nature of priority service calls, Award Bidder may first notify BCPS via phone call.
- 3.13 Award Bidder(s) will be required to place a "sticker" on each piece of refrigeration equipment when preventive maintenance has been performed, indicating award bidder(s) name, date, and initials of technician(s). A new sticker should replace or cover an old sticker.
- 3.14 Replacement of equipment and parts, including but not limited to compressors, condensers and evaporators, during PM service, shall be made in accordance with all appropriate/applicable environmental regulations (County, State and Federal). The Award Bidder(s) shall also be responsible for the removal and disposal of all "hazardous waste", including but not limited to oil and Freon removed from these units, in accordance with all appropriate/applicable environmental regulations (County, State and Federal).
- 3.15 If a determination is made by BCPS that certain equipment will require costly and extensive repairs, above that required in normal maintenance due to age of the equipment or unusual circumstances, it may be replaced following joint review by the OFNS and the Award Bidder(s). Any equipment that has deteriorated due to age will be replaced by the OFNS through existing equipment contracts (dependent upon BCPS funding).

4.0 General Repair Services

- 4.1 All refrigeration equipment repair charges shall be based on rates and pricing provided within Bidder proposal response.
- 4.2 Should the Award Bidder(s) determine that the repair of a piece of refrigeration

equipment may exceed a total of \$400 (including major parts only and including the percentage mark up or mark down for parts and labor at the regular hourly rate), the OFNS shall be notified by calling (443) 809-7855, followed by an email (jsalerno@bcps.org) with a detailed explanation and proposal. The cost of the repair should be inclusive of all items needed to complete the job, including a mark-up for parts, taxes paid by the vendor for parts and exclusive of shipping and handling cost with the exception of special order of parts for BCPS requiring special delivery/overnight, etc., with the written authorization of BCPS OFNS.

- 4.3 When a request is made for general repair service, the OFNS will assign a job order number beginning with the letter "R", the asset number, a description of the equipment, and a brief description of the problem.
- 4.4 The service ticket shall clearly indicate the following information:
 - 4.4.1 Manufacturer
 - 4.4.2 Model Number and Serial Number of Equipment repaired.
 - 4.4.3 Time the work started
 - 4.4.4 Time the work is completed
 - 4.4.5 Itemization of the work performed
 - 4.4.6 Parts required
 - 4.4.7 Signature of technician performing the services
 - 4.4.8 Technicians employee number next to the technicians signature
 - 4.4.9 The OFNS "Job Number" must be placed on the Service Ticket
 - 4.4.10 The equipment asset number must also be place on the Service Ticket and referenced on the invoice.
 - 4.4.11 Signature of on-site staff
- 4.5 If an Award Bidder Technician leaves the job site to obtain parts or for any other reason, the departure/arrival time must be noted on the Service Ticket.
- 4.6 The status of the work / repair performed must be written on the Service Ticket. Award Bidder Technician MUST sign the Service Ticket. A copy of the signed Service Ticket must be left with the Kitchen Manager.
- 4.7 When repair is not complete, the Award Bidder Technician must leave some form of written documentation with the Kitchen Manager as to the status of the repair to include but not be limited to; work is not complete and parts must be ordered and/or the expected completion date of work.
- 4.8 If the Kitchen Manager has left for the day and/or is not available, the Award Bidder Technician will affix a copy of the Service Ticket to the Cafeteria Manager's Office Door.
- 4.9 The original copy of the signed Service Ticket must be attached to the invoice in addition to a brief (typed) explanation of work performed. These service tickets and respective invoice must be sent to the OFNS. A Duplicate copy of the signed Service Ticket must be left with the manager/person-in-charge at the

school. It is important that the original copy of the Service Ticket provided to the OFNS, be written clearly. The actual Invoice must be typed.

- 4.10 A sample copy of the Award Bidder(s) service ticket and invoice form must be submitted with the bid. BCPS OFNS must approve this form prior to it being used.
- 4.11 The Award Bidder is required to maintain a history of repairs on any piece of equipment during the term of the contract so that we can be notified of repeated service calls.
- 4.12 Special orders for parts needed must be approved in advance (in writing) by BCPS OFNS. BCPS will pay all shipping, handling, delivery and/or overnight charges for parts required or needed overnight or through expedited delivery.
- 4.13 The Award Bidder must have the ability to transfer refrigeration equipment between BCPS locations without additional fees or truck rental costs charged to BCPS. Hourly rates will apply.
- 4.14 BCPS should receive no more than one (1) invoice for each job number (service call). The total amount for each job number cannot exceed \$400 without an accepted signed proposal.
- 4.15 Callbacks for the same problem are under warranty for sixty (60) days. If the problem is not related to the original call (job number) then a new job number must be requested and issued.
 - 4.15.1 The OFNS will issue a written authorization to be sent via email to the Award Bidder to either proceed with or cancel the repair. No further work shall proceed without written authorization of BCPS OFNS.
 - 4.15.2 If the repair is not authorized, BCPS may not reimburse the Award Bidder for the repair. Under no circumstance will BCPS reimburse the Award Bidder for more than one (1) hour [for un-authorized work] at the "hourly rate" for the diagnosis.
 - 4.15.3 BCPS reserves the right to obtain a second opinion regarding the diagnosis of a repair by the Award Bidder.
- 4.16 Replacement of equipment and parts, including but not limited to compressors, condensers and evaporators, during general repair services, shall be made in accordance with all appropriate/applicable environmental regulations (County, State and Federal). The Award Bidder(s) shall also be responsible for the removal and disposal of all "hazardous waste", including but not limited to oil and Freon removed from these units, in accordance with all appropriate/applicable environmental regulations (County, State and Federal).
- 4.17 If a determination is made by BCPS that certain equipment will require costly and extensive repairs, above that required in normal maintenance due to age of the equipment or unusual circumstances, it may be replaced following joint review by

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the OFNS and the Award Bidder(s). Any equipment that has deteriorated due to age will be replaced by the OFNS through existing equipment bids and depending on available funds.

- 4.18 The Award Bidder(s) must provide a job status report to the OFNS each Friday morning, no later than 11:00 AM. A report listing all open job numbers and a brief status report must be emailed (jsalerno@bcps.org) to the OFNS or to a person designated by the OFNS.

END OF PART III: TECHNICAL SPECIFICATIONS