

**BOARD OF EDUCATION OF BALTIMORE COUNTY
Towson, Maryland 21204**

**AGREEMENT
Audio-Visual Equipment Repair
Contract PCR-261-10A**

Visual Sound/Kunz AV
1630 Sulphur Spring Road
Baltimore, MD 21227
ATTN: Cynthia Davis

I. In consideration of the provisions contained herein, Visual Sound/Kunz AV (award bidder) and the Board of Education of Baltimore County (Board) or Baltimore County Public Schools (BCPS) enter into the contract to provide Audio-Visual Equipment Repair Services

II. Incorporation of Bid Documents

The terms and conditions set forth in the December 2, 2009 proposal of the award bidder and bid PCR-261-10 are hereby incorporated in this contract, except that in the event of a conflict, the terms of this contract shall govern.

III. Responsibilities of the Parties

For the purpose of this contract, award bidder shall maintain and/or provide:

A. Diagnosis and Repair Services for Audio-Visual Equipment.

DESCRIPTION OF SERVICES

.1 The various types of audio visual equipment are currently installed in approximately 200 school/offices throughout BCPS.

.2 The equipment consists of the following products:

Projection Equipment
Projection Related Equipment
Projection Viewer/Power Cords
LCD Data/Video Projectors

- .3 Maintenance to this equipment includes an overall performance check, cleaning, lubrication, and repair or replacement of faulty parts. The award bidder will check for missing or loose parts, for electrical hazards, for frayed gears, for loose belts, etc.
- .4 The award bidder shall pick-up equipment for repair at the school/office site as directed by the repair authorization within two days of notification. The award bidder shall complete the repair and return within 14 days.
- .5 Point of contact: The Award bidder shall provide a single point of contact for all service requests covered under the contract.
- .6 BCPS reserves the right to obtain contracted service and associated materials from another source in the event that such items/services are not available from the award bidder within the specified time. Any costs incurred above the prices outlined in the time and materials contract may be deducted from the outstanding invoices due the award bidder.
- .7 Supplies, materials and equipment utilized in performance of the contract shall conform to federal, state, and local OSHA & MOSHA regulations. If during the term of the contract the BCPS Office of Safety & Security discovers that services do not conform to said OSHA, MOSHA regulations, the award bidder shall take such steps necessary to attain compliance at no additional cost to BCPS.
- .8 The award bidder is responsible for protecting all existing materials and equipment during the performance of repairs under the contract. Any property or incidental damage during the course of this contract shall be repaired or replaced by the award bidder to the satisfaction of BCPS.

B. DELIVERY OF SERVICES/EQUIPMENT

- .1 Upon arrival at the school/office, the technician shall sign for all pieces of equipment to be removed for repair. A copy of each repair ticket will be retained at the school/office as a permanent record. The repair ticket should include the name, make, model and serial number of the equipment being removed for repair.
- .2 The Award bidder shall maintain an adequate inventory of parts needed to perform the necessary repairs.

- .3 All repairs shall be completed at the vendor site and expected to be returned no later than 14 days after the equipment has been picked up from the school/office.
 - .3.1 The Award bidder must notify the school/office if the equipment will not be returned to the location in the required 14 day turn around time. Continuous failure to meet the above delivery schedule may be cause for termination of the contract.
- .4 The equipment shall be furnished fully assembled, adjusted and ready for use. All crating and packing materials shall be removed from the site.
- .5 All shipments shall be F.O.B. Destination, inside. No freight charges shall be honored for purchases made against this contract.
- .6 Tailgate delivery by Award Bidder(s) shall not be accepted by BCPS.

C. PRICES

Rates shall include all costs of the repair, including travel. Travel time shall be included in the hourly rates. Proposals with escalator clauses or unbalanced or irregular pricing shall be rejected as non-responsive.

Repair Rate: Hourly Rate to be charged when a unit is repaired.

The hourly Repair Rate is the only rate charged to repair Audio Visual Equipment. This rate is **not** to be charged in addition to the diagnostic rate. The Hourly Rate shall include: 1) pick-up & delivery, 2) disassembly, 3) diagnostic testing, 4) verification of repair, and 5) all overhead and profit.

Diagnostic Rate: Rate to be used when a unit cannot be repaired.

The Diagnostic Rate is to be used for any unit that cannot be repaired cost effectively. This rate is **not** to be added to the hourly Repair Rate. The Diagnostic Rate is established to reimburse the award bidder(s) for its effort to make the repair.

The hourly Diagnostic Rate shall include: 1) pick & delivery), 2) disassembly, 3) diagnostic testing, 4) re-assembly, 5) return of unit to school/office, and 6) all overhead and profit.

Percentage of Mark-Up of Parts: The percentage is fixed at 20%.

Parts incorporated into the repair of this equipment are not exempt from Maryland State Sales or Use Tax. Award bidder shall be responsible for paying such taxes. Parts shall be new, or rebuilt if new parts are unavailable. Award bidder shall not install any used parts without prior written consent of BCPS.

Minimum billing rate is set at one hour for Repair and Diagnostic services.

IV. Guarantee and Warranty

The award bidder shall guarantee the quality of the maintenance/service for a period of 60 days. Any adjustments or repeat service call for a similar/same operational defect within the 60 day period shall be provided at no charge to BCPS

The award bidder warrants that the new and/or replacement parts shall be free from defects. The award bidder agrees that any replacements and/or adjustments made necessary because of such defects will be made promptly, without cost and to the satisfaction of BCPS.

BCPS reserves the right to approve the brands and/or manufacturer of any replacement parts.

V. Insurance

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

The award 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 Workers Compensation Act.

Prior to the commencement of any work, the award vendor may be required to submit a certificate of insurance evidencing Worker's Compensation and Employer Liability Insurance in the amounts required above. This certificate shall indicate the amounts of insurance carried by the award vendor of the following types: Comprehensive General

Liability Insurance, Comprehensive Automobile Insurance, Excess Liability Insurance, and any other insurance coverage maintained by the award vendor. The Certificates of Insurance will state that such insurance is in force and cannot be canceled or released except upon thirty (30) days prior written notice to the Board of Education of Baltimore County.

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

All required insurance coverages must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Board. The insurers must also have a policyholders' rating of "B" or better, and a financial size of "Class VII" or better in the latest evaluation by A.M. Best Company. The Board hereby grants specific approval for the acquisition of workers compensation and employer's liability insurance from the Injured Worker's Insurance Fund of Maryland.

VI. Termination

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

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

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 award bidder. BCPS shall pay all reasonable costs incurred by award bidder up to the date of termination. Award bidder shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Award bidder shall not have a mutual right of termination.

VII. Indemnification

Award bidder will, at its sole cost and expense, indemnify and hold BCPS and the Board of Education of Baltimore County, 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 attorneys' fees and costs of litigation) arising out of the terms, conditions and performance under the contract. Award bidder shall not be responsible for acts of gross negligence or willful misconduct committed by the BCPS and the Board of Education of Baltimore County.

VII. Term

The term of this contract shall commence on the date of approval by the Board of Education and BCPS's receipt of the signed contract and remain in effect through December 1, 2014.

VIII. Compensation

At contract commencement:

Repair Rate: \$60.00/hour
Diagnostic Rate: \$85.00/hour

C.P.I. INCREASE: At the annual anniversary of the contract, the award bidder may be granted an adjustment in its bid price in accord with the change in the Consumer Price Index For all Urban Consumers (CPI-U) for U.S. City Average that has been in effect for one month prior to the first day of the contract extension period commencement date. The column PERCENTAGE CHANGE FROM 12 MONTHS AGO will be used to determine the percentage of price adjustment, if any.

IX. Governing Law and Venue

This agreement is subject to and will be construed and interpreted under the laws of the State of Maryland. All lawsuits arising out of this Agreement must be filed in the appropriate State Court located in Baltimore County, Maryland.

Accepted by:

VISUAL SOUND/KUNZ AV

BY _____
Signature Date

Witness Date

Name

Title

**BOARD OF EDUCATION OF
BALTIMORE COUNTY**

President Date

Superintendent Date

**APPROVED FOR LEGAL FORM AND
SUFFICIENCY***

(SUBJECT TO EXECUTION BY THE DULY AUTHORIZED
SUPERINTENDENT AND PRESIDENT OF THE BOARD OF
EDUCATION OF BALTIMORE COUNTY)

Office of Law Date

*Approval of Legal Form and Sufficiency Does Not Convey
Approval Or Disapproval of the Substantive Nature of this
Transaction. Approval is Based Upon Typeset Document - - All
Modifications Require Re-approval.