

# BALTIMORE COUNTY PUBLIC SCHOOLS

Division of Business Services; Department of Fiscal Services; Office of Purchasing  
6901 Charles Street, Building "E", 1st Floor  
Towson, Maryland 21204

## SPECIFICATION AND PROPOSAL

FOR

### FULL-SERVICE ELEVATOR REPAIRS, PREVENTIVE MAINTENANCE, & INSTALLATIONS

SOLICITATION NUMBER: **CWA-128-20**

BID ISSUED DATE: **May 11, 2020**

PRE-BID: A PRE-BID meeting is scheduled for **May 19, 2020**  
**10:00 A.M.**, via tele-conference, see Pt. II, 5.0

DUE DATE: **June 9, 2020**

DUE TIME: **2:00 PM EST**

RETURN TO: See Section 8.0 Bid Submission  
Electronic Submission ONLY

PUBLIC OPENING: Same date, (10 minutes after due time)  
Via Tele-Conference, see Pt. II, 12.0

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

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

For updated bid information please visit our website: [www.bcps.org/offices/purchasing/](http://www.bcps.org/offices/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 “**FULL-SERVICE REPAIRS, PREVENTIVE MAINTENANCE AND INSTALLATIONS**” for Baltimore County Public Schools, **Solicitation Number CWA-128-20**. Procurement questions can be emailed to Purchasing Agent at [cwalker4@bcps.org](mailto:cwalker4@bcps.org). You must identify the solicitation number, within your email message. Verbal questions will not be taken.

Vendors proposing to bid may obtain solicitation documents beginning **May 11, 2020**. 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 documents will be provided to the contact listed in the form.

A Pre-bid meeting is scheduled for **May 19, 2020, 10:00 A.M. EST**, via teleconference.

Sealed bids will be received until **June 9, 2020, no later than 2:00 P.M. EST**, via electronic submission.

This solicitation is being offered to qualify and select contractor(s) to furnish necessary labor, equipment, materials, supervision, tools, and all related incidentals required to furnish elevator preventive maintenance, tests, repairs, and installations at various locations (approximately 200 schools and offices) for Baltimore County Public Schools (BCPS).  
(Commodity Code: 24101601 Elevators; 24101629 Forklift or elevator accessories and supplies; 72101506 Elevator maintenance services; 72154010 Elevator installation maintenance and repair service.

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**

**PART I: GENERAL TERMS AND CONDITIONS**

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

**1. AN INVITATION TO BID**

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

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

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

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

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

### 3. **BONDING**

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

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

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

#### **4. COMPLIANCE WITH SPECIFICATIONS**

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

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

**5. DEVIATIONS TO SPECIFICATIONS**

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

**6. BID PRICES**

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



## **7. SAMPLES, CATALOGS AND CATALOG CUTS**

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

## **8. BIDDING PROCEDURE AND BID AWARDS**

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

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

## **9. ANNULMENTS AND RESERVATIONS**

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

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

## 10. **APPEAL PROCESS**

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

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

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

#### **11. DELIVERY REQUIREMENTS**

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

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

## 12. **INSPECTIONS**

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

## 13. **GUARANTEE AND WARRANTIES**

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

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

#### **14. BILLING AND PAYMENT DISCOUNTS**

ALL INVOICE MUST INCLUDE THE BCPS CONTRACT NUMBER

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

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

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

**15. LAWS, REGULATIONS AND PERMITS**

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

**16. INSURANCE**

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

**17. SAFETY REQUIREMENTS**

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

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

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

**18. SUB-CONTRACTORS**

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



**19. LIQUIDATED DAMAGES**

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

**20. TERMINATIONS OF CONTRACT**

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

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

**21. GOVERNING LAW AND VENUE**

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

**22. WAIVER OF JURY TRIAL**

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

**23. ADDENDA**

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

**24. INDEMNIFICATION**

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

**25. LIMITED LIABILITY**

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

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

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

**27. MULTI-AGENCY PARTICIPATION**

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

**28. INCLEMENT WEATHER**

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

**29. ILLEGAL IMMIGRANT LABOR**

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

**30. FOREIGN LANGUAGE TRANSLATOR REQUIREMENT**

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

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

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

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

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

### **32. FORCE MAJEURE**

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

### **33. ASSIGNMENT**

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

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

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

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

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

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

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

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

### **36. CRIMINAL BACKGROUND CHECKS**

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

**37. REPORTS**

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

**END OF PART I: GENERAL TERMS AND CONDITIONS**

# BALTIMORE COUNTY PUBLIC SCHOOLS

Division of Business Services; Department of Fiscal Services; Office of Purchasing  
6901 Charles Street, Building "E", 1st Floor  
Towson, Maryland 21204

## SPECIFICATION AND PROPOSAL

### FOR

## FULL-SERVICE ELEVATOR REPAIRS, PREVENTIVE MAINTENANCE & INSTALLATIONS

SOLICITATION NUMBER: **CWA-128-20**

BID ISSUED DATE: **May 11, 2020**

PRE-BID: A PRE-BID meeting is scheduled for **May 19, 2020**  
**10:00 A.M.**, via tele-conference, see Pt. II, 5.0

DUE DATE: **June 9, 2020**

DUE TIME: **2:00 P.M.** (Eastern Time Zone)

RETURN TO: See Section 8.0 Bid Submission  
Electronic Submission ONLY

PUBLIC OPENING: Same date, (10 minutes after due time)  
Via Tele-Conference, see Pt. II, 12.0

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

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

For updated bid information please visit our website

[http://businessservices.bcps.org/departments/fiscal\\_services/purchasing/](http://businessservices.bcps.org/departments/fiscal_services/purchasing/)



# BALTIMORE COUNTY PUBLIC SCHOOLS

DIVISION OF BUSINESS SERVICES 6901 CHARLES STREET, BUILDING "E", 1ST FLOOR  
DEPARTMENT OF FISCAL SERVICES TOWSON, MARYLAND 21204  
OFFICE OF PURCHASING PHONE: 443-809-4334

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## Definitions

**BCPS Liaison:** Identified BCPS personnel who are the point of contact for their respective department, office or school.

**Building Operations Supervisor (BOS):** Individual at each BCPS location, school or office that is responsible for the building and associated equipment. This person is the Department of Facilities Management liaison at the school site on a daily basis.

**Certified Technician:** Award Bidder(s) employee assigned to perform work.

**Check:** The terms “Check” or “Inspect” in this list both mean clean, clear, repair, replace, adjust, lubricate or replenish lubricant, if necessary.

**Extraction:** Removal of occupants that are stuck in an elevator.

**Full-Service Preventive Maintenance:** See Part III Section 3.0.

**Holiday Hours/Double Time Rate:** Those hours worked on the following days: Christmas Day, New Years’ Day, Memorial Day, Labor Day, July 4<sup>th</sup>, 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.

**Inspect:** See definition for “check”.

**Inspection Reports:** Report provided to BCPS from Award Bidder stating deficiencies, violations, and the equipment that is working properly.

**Installation:** Refers to a replacement asset, as opposed to a repair etc.

**Liquidated Damages:** Damages paid usually in the form of a monetary payment, agreed by the parties to a contract which are due and payable as damages by the party who breaches all or part of the contract.

**Lump Sum:** A type of quote that is typically requested when a job is being competitively bid.

**Missed Inspection:** A missed Preventative Maintenance (PM) inspection.

**Not to Exceed:** A type of quote that is to include all contingencies. The actual invoice will either max out at this amount or will be less based on time and material tickets.

**Office Personnel:** BCPS school site staff that can be contacted by Award Bidder while on school premises. These individuals include the principal, assistant principal, administrative assistant, building operations supervisor or building service workers.

**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.

**Off-Hours Hourly Labor Rate** 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.

**Release Number:** Number that is assigned to each work order that correlates to the purchase order for the services being performed.

**Repair:** Work that returns the asset back to proper service.

**Request for Quote (RFQ):** Purchasing method generally used for orders under a certain dollar threshold. A request is sent to Award Bidder(s) along with a description of the services needed and the Award Bidder is asked to respond with price and other information by a predetermined date.

**Responsible Bidder:** A business entity who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

**Responsive Bid:** A bid that fully conforms in all material respects to the IFB and all of its requirements, including form and substance.

**Service Ticket:** Receipt of work provided by Award Bidder.

**Supplies:** See Part II Section 16.0, Part II Section 30.0 and Part III Section 4.0.

**Testing:** See Part III Section 5.0.

**Work Order:** Request for work provided by BCPS to the Award Bidder.

**Working Hours:** Those hours the assigned employees are actually on-site working, excluding lunch time and/or breaks.

## **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 furnish elevator preventive maintenance, tests, repairs, and installations at various locations (approximately 200 schools and offices) for Baltimore County Public Schools (BCPS). 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.

- 1.9 Bidders providing incomplete and/or inaccurate information to BCPS are subject to immediate termination of contract and/or rejection of their proposal/bid as non-responsive.
- 1.10 Bidders are solely responsible for their expenses, if any, in preparing a response to this solicitation.
- 1.11 Time is of the essence. All work must be done with the least possible disruption to the school operation and is to be coordinated with the BCPS Department of Facilities Management.
- 1.12 All work shall be approved by BCPS Department of Facilities Management. BCPS reserves the right of final approval for any work at the time of job completion. If the work is not acceptable, the Award Bidder will be called in to review and correct all problem areas without additional cost to BCPS. Any work necessary will be performed in accordance with a schedule jointly agreed upon. Failure of the Award Bidder to correct deficiencies, in a timely manner, may result in BCPS contracting with another vendor to correct deficiencies. The Award Bidder may then be pecuniarily responsible for the associated cost(s).
- 1.13 BCPS reserves the right to provide any materials and/or equipment for related installation or repairs.

## **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 shall include copies of any and all appropriate licenses necessary to perform this work. BCPS prefers that participating bidders have been in business for at least three (3) years installing, testing, maintaining, and repairing elevators. 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 Bidders shall complete and return with their proposal the "REFERENCE FORM" included in this solicitation. Bidders shall have successfully completed at least three (3) projects/contracts of similar size and scope within the past three (3) years. You may include BCPS as one (1) of the three required references.
- 2.6 All bidders must maintain a dispatch/ customer support center with availability twenty-four (24) hours a day, seven (7) days a week, to facilitate the reporting of service issues at no additional cost to BCPS. The dispatch/ customer support center shall be accessed via a toll-free telephone number and shall be staffed by live operators (no recorded messages).
- 2.7 Bidders shall complete and return with their proposal the "Certified Technician Form". Do not provide this information on any other form or paper—use the form provided. Make as many copies of this form as needed to accommodate all assigned employees. Bidders shall:
- 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. Provide, with the bid, a copy of ALL related certifications and or licenses held by each of its employees listed on the "Certified Technician Form".
- 2.7.2 Bidders are required to submit a minimum of one (1) certified technician for every 20 elevators, capable of repair and installation services, and a minimum of one (1) certified technician for every 40 elevators, capable of performing preventative maintenance. Each technician must have a minimum of five years' experience performing regular and emergency repair services, installation services and/or preventive maintenance.
- 2.8 The authorized representative of the bidder must sign the forms affirming that these are full time properly trained, experienced, and certified employees and not part time, contractual, or temporary employees. The Bidder agrees that these are the only assigned employees to be used for work at BCPS sites.
- 2.9 Award Bidder(s) shall establish a corporate email address in lieu of a personal mail address dedicated to BCPS.  
Example: [bcpsopportunities@xyzcontracting.com](mailto:bcpsopportunities@xyzcontracting.com)

**3.0 Award Bidder Assigned Employees**

- 3.1 The Award Bidder(s) has the right to remove individuals from the “Certified Technician Form” throughout the term of contract by notifying BCPS in writing.
- 3.2 The Award Bidder has the right to add individuals to the “Certified Technician Form” and throughout 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 shall not be utilized. For all new assigned employees, the Award Bidder shall:
  - 3.2.1 Submit the assigned employee name and last two years work history to BCPS for review. Work history must include previous employers contact information.
  - 3.2.2 Provide a copy of ALL related certifications and licenses for each assigned employee.
  - 3.2.2 BCPS must be notified of Award Bidder(s) intent to replace worker within one (1) business day of original workers departure. Award Bidder shall provide proof of required certifications for the new worker within ten (10) business days of assignment to BCPS contract.
- 3.3 Utilizing any employee not previously approved by BCPS is reason for immediate termination of the contract for cause.
- 3.4 Award Bidder(s) shall demonstrate to the satisfaction of BCPS that employees who will be used on any BCPS project are properly trained and experienced in the services outlined herein.
- 3.5 Award Bidder(s) shall 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.
- 3.6 Award Bidder shall 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.
- 3.7 The services that the Award Bidder shall render 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:
  - 4.2.1 Please email Richard Baker at [RBaker@bcps.org](mailto:RBaker@bcps.org)
  - 4.2.3 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. Building Operations Supervisor will provide escort.
- 4.3 Failure to become familiar with the site will not relieve a successful bidder of his obligation to furnish all materials, labor, and services necessary to carry out the provisions of the specifications herein.
- 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 Pre-Bid Meeting**

- 5.1 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.
- 5.2 Bidders must submit Exhibit B: Pre-Bid Meeting Response Form to [CWalker4@bcps.org](mailto:CWalker4@bcps.org) no later than May 15, 2020 indicating whether your firm will attend the Pre-Bid Meeting via teleconference. Teleconference information will only be sent to those email addresses included in Exhibit B.

#### **6.0 Bonding and Certificates of Insurance**

- 6.1 A Bid Bond is NOT required for this solicitation.
- 6.2 PERFORMANCE AND PAYMENT BONDS
  - 6.2.1 Performance Bonds and/or payment bonds may be required from Award Bidder for individual projects in excess of \$30,000 for the amount of 100% of the contract price to cover faithful performance and/or payment of the specific project contract. The Award Bidder for that specific project will be required to submit bonds to the Office of Purchasing within ten (10) days of receipt of the Notice of Intent to award.



- 6.2.2 The cost of the performance bond and/or payment bond shall be included in the quote amount for each specific BCPS project.
- 6.2.3 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.
- 6.2.4 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”, 1<sup>st</sup> 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”, 1<sup>st</sup> Floor  
Towson, Maryland 21204  
Attn: Contracts

### 6.3 CERTIFICATES OF INSURANCE

- 6.3.1 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”, 1<sup>st</sup> Floor, Towson, Maryland 21204.
  - .1 Send or have delivered all certificates of insurance, to the attention of:  
  
Baltimore County Public Schools  
6901 Charles Street, Building “E”, 1<sup>st</sup> 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.

- 6.3.2 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.
- 6.3.3 Cost of Insurance shall be included in the bid amount.
- 6.3.4 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.

## **7.0 Small Business and/or Certified Minority Business Enterprises**

- 7.1 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.

7.1.1 Definitions:

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

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 limits. 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.

7.2 The following documentation shall be considered as part of the contract and shall be furnished **with your proposal/bid**. All 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
<b>Not SBE/MBE and IS MEETING Goal</b>	N/A	Y	Y	N/A

Not SBE/MBE and <b>IS NOT</b> MEETING Goal	N/A	Y	N/A	Y
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7.2.1 **Small Business Enterprise Affidavit:** A separate form completed and signed **by the prime contractor** to self-certify the bidder company as an SBE firm.

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

7.2.3 **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.

7.2.4 **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’.

7.3 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.

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

7.5 Small Business and/or certified Minority Business Enterprise policies, procedures and/or requirements, as stated above, pertain to projects that are BOARD/COUNTY funded. In some instances, projects may be partially funded by the STATE. When a specific project is partially funded by the STATE, the

Award Bidder shall attempt to achieve the result that a minimum of 25 percent of the total project value is made directly or indirectly from certified minority business enterprises, with a minimum of 7 percent from certified African American-owned businesses, a minimum of 4 percent from certified Asian American-owned businesses, and the balance from all certified minority business enterprises. All general contractors and subcontractors including certified MBE firms, when bidding as general or prime contractors, are required to attempt to achieve the MBE subcontracting goals from certified MBE firms approved by the Maryland Department of Transportation (MDOT). Reference: MINORITY BUSINESS ENTERPRISE PROCEDURES FOR STATE FUNDED PUBLIC SCHOOL CONSTRUCTION PROJECTS as attached to this solicitation.

## **8.0 Bid Submission**

- 8.1 Bids must be submitted electronically via e-mail to the Purchasing Agent, Clyde Walker at [cwalker4@bcps.org](mailto:cwalker4@bcps.org) and copy Ms. Ashley Sibley at [asibley@bcps.org](mailto:asibley@bcps.org). Hand delivered bids will not be accepted.
- 8.1.1 Bid submissions must be completed, signed, and scanned in via email to the Purchasing Agent per instructions above. Bids must have the Bid Due Date, Time, and the Bidder's name on the cover page of the Form of Proposal. The subject of the email must state the name and number of the bid as well as the company's name (**CWA-128-20 – BID SUBMISSION – COMPANY NAME**). A read receipt must be attached to all email submissions. The read receipt will be considered confirmation that BCPS received your bid. Bid documents will not be opened until the posted opening time.
- 8.1.2 All bids must be delivered to the above email addresses by the specified due date and time. Bids returned to any other email addresses will not be considered.
- 8.2 Proposals shall include all the following, as outlined within "SECTION 004000-FORM OF PROPOSAL":
- 8.2.1 Section 004000-1: Cover Page.
- 8.2.2 Section 004000-2: "Price Proposal – Instructions"
- 8.2.3 Section 004000-3-4: "Price Proposal Pages". Complete, sign and return with bid.
- 8.2.4 Section 004000-5: "Worker Form". Complete, sign and return with bid.
- 8.2.5 Section 004000-6: "References". Complete, sign and return with bid.

- 8.2.6 Section 004000-7: "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.
- 8.2.7 Section 004000-8: "Proposal Sheet". Complete, sign and return with bid.
- 8.2.8 Section 004000-9: "State of Maryland Anti-Bribery Affidavit" & "State of Maryland Tax Certification" (on same page). Complete, sign and return with bid.
- 8.2.9 Section 004000-10: "Certification Regarding U.S. Government Debarment, Suspension, Ineligibility, and Voluntary Exclusion". Complete, sign and return with bid.
- 8.2.10 Section 004000-11: "Small Business Enterprise Affidavit". Complete, sign and return with bid.
- 8.2.11 Section 004000-12: "Small and Minority Business Enterprise Utilization Affidavit". Complete, sign, and return with bid.
- 8.2.12 Section 004000-13: "SBE/MBE Statement of Intent". Complete, sign and return with bid.
- 8.2.13 Section 004000-14: "SBE/MBE Request For Waiver". Complete, sign, notarize and return with bid".
- 8.2.14 Section 004000-18: "No Bid Page". This page should only be returned if not participating in the bid.
- 8.2.15 All other information and/or forms and/or affidavits specified in Specifications Part II, Technical Specifications, and/or Addenda issued.
- 8.3 All proposals must be "original". No proposal copies or duplication shall be provided to BCPS at time of bid. Submit one complete original proposal only.
- 8.4 Proposals received after the published due date/due time will be rejected as non-responsive.
- 8.5 Proposals submitted improperly and/or incomplete may be deemed as non-responsive.

## **9.0 Bidder Registration**

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

- 9.1.1 Type the following into your browser:  
[http://businessservices.bcps.org/departments/fiscal\\_services/purchasing/](http://businessservices.bcps.org/departments/fiscal_services/purchasing/)
- 9.1.2 Select: "Vendors"
- 9.1.3 Select: "Vendor Self Service". (VSS supports the following browsers only: Microsoft Internet Explorer v8 or higher and Mozilla Firefox v2.2 or higher)
- 9.1.4 Complete the application. Record your UserID and Password for future use.
- 9.2 Entering your corporate information into the VSS website is the first step in doing business with BCPS. If you have already done business with BCPS in the past, much of your information may already be present. You may only have to confirm or update the existing information.
- 9.3 Parties interested in conducting business with BCPS are encouraged to visit the Office of Purchasing website:  
[http://businessservices.bcps.org/departments/fiscal\\_services/purchasing/](http://businessservices.bcps.org/departments/fiscal_services/purchasing/)  
Click onto "BCPS Invitation to Bid". The list is updated on a weekly basis.

## **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. Verbal Inquiries will not be taken. To be given consideration, inquiries must be received at least seven (7) business days prior to the date fixed for the opening of bids, so that they may be responded to in a timely fashion.
- 10.2 Any inquiries regarding the "SPECIFICATIONS" and/or the "SOLICITATION DOCUMENT" shall be IN WRITING and directed to Clyde Walker at e-mail: [cwalker4@bcps.org](mailto:cwalker4@bcps.org).
- 10.3 Any inquiries regarding the "MBE and/or SBE PARTICIPATION" in this bid shall be directed to Melanie Webster at e-mail: [MWebster@bcps.org](mailto:MWebster@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 only the bidders' names will be read and their prices will be posted on a later date. Prior to the bid opening, bidders will be sent an email with information on how to join the bid opening conference call. Each participating bidder will be e-mailed a copy of the posting of prices after prices have been verified 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**

Method of award will be to the responsive and responsible bidder(s) offering the most favorable "PRICE PROPOSAL" - Reference Section 004000 - Price Proposal ("Exhibit A" excel spreadsheet). BCPS reserves the right to award sites based on owner discretion. BCPS reserves the right to make award of contract to multiple bidders. BCPS reserves the right to modify the maximum number of schools a vendor may be awarded if it is in the best interest/opinion of BCPS.

- 13.1 BCPS' price scenario formula to calculate the "COMPUTED ITEM COST" per group is as follows:

Total Monthly Cost for PM x 12 PM Visits = Annual Amount for PM

Regular Hourly Labor Rate + Off Hours Hourly Labor Rate x 40 estimated hours = Annual Amount for Labor

Annual Amount for PM + Annual Amount for Labor = COMPUTED ITEM COST

BCPS prefers that no bidder is awarded more than 75% of sites.

- 13.2 If a single bid is received, BCPS reserves the right to make award of contract to the responsive and responsible bidder.



- 13.3 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.
- 13.4 BCPS is not obligated to contract for all "ITEMS" as listed on the Price Proposal Sheet(s).
- 13.5 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.
- 13.6 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.

**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 thereafter.
- 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. BCPS also reserves the right to meet on a monthly basis.
- 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.

**15.0 Assignment of Work**

- 15.1 At its sole discretion, BCPS reserves the following rights:
  - 15.1.1 To perform any work at any site utilizing "in-house/BCPS personnel" for any project.
  - 15.1.2 To issue a new solicitation for these services at any one or combination of sites, separate from this bid.

- 15.1.3 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 \$200,000. 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 \$20,000.
- 15.4 For projects under \$20,000, 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 \$20,000, 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
  - Time & Materials
- 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 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.
- 15.13 All RFQ's provided by Award Bidder to BCPS **must** include the contract number.

**16.0 Hourly Rates/Price Adjustment**

- 16.1 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.
- 16.2 BCPS shall not reimburse for travel expenses, or vehicle mileage, nor shall BCPS reimburse for travel time to obtain parts.
- 16.3 BCPS shall not reimburse for cell phone usage.
- 16.4 Award Bidder(s) shall be granted the option to request an adjustment to Hourly Labor Rates and Monthly Rates on each contract anniversary date (Board approval date). All adjustment requests affecting hourly labor rates and monthly rates must be made in writing to the Office of Purchasing and in accord with the conditions outlined herein.
  - 16.4.1 Award Bidder(s) shall follow the instructions below to determine the proposed Consumer Price Index (CPI) adjustment prior to submitting a request for adjustment. 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 Rates and the proposed Rates. 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>
    - .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".

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

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

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

**17.0 Delivery**

- 17.1 All deliveries shall be **FOB Destination (inside)**.
- 17.2 All deliveries shall be scheduled at least 24 hours in advance by calling the contact person designated on the Purchase Order.
- 17.3 Delivery shall be made Monday through Friday (excluding school holidays) between the hours of 8:00 A.M. and 3:00 P.M. EST. Award Bidder shall be responsible for ensuring that deliveries are made during regular business hours and days.
- 17.4 BCPS requires that all items be delivered within ten (10) business days from receipt of order.
- 17.4.1 Failure of the Award Bidder to deliver within ten (10) business days of receiving an order may result in BCPS canceling the order with the Award Bidder and BCPS ordering the products from the next lowest bidder. The Award Bidder may then be pecuniarily responsible for the difference in cost.
- 17.4.2 If there are extenuating circumstances, out of the control of the Award Bidder, that would extend the delivery past ten (10) business days, then, the Award Bidder agrees to notify BCPS immediately of these circumstances and to advise of when the delivery shall be made.
- 17.4.3 Award Bidder demonstrating habitual delivery deficiencies will be subject to termination of contract for cause.
- 17.5 Any damaged shipments will be replaced solely at the Award Bidder's expense. This shall include pick-up of damaged product and delivering replacement product. Delivery of replacement product shall be made within three (3) business days from receipt of notification of damage.
- 17.6 All "drop shipments" (direct from a manufacturer or wholesaler) must adhere to the terms specified within this solicitation.
- 17.7 A delivery ticket shall accompany all deliveries. The delivery ticket must include the BCPS purchase order number. Any delivery that does not identify the BCPS purchase order number will be rejected. The Award Bidder shall obtain a signature from BCPS employee on the delivery receipt for all items delivered. The supplier will be required to furnish proof of delivery in case of dispute.
- 17.8 It is the Bidder's responsibility to have material available for BCPS to pick up at a location within fifty (50) miles from the Baltimore County Public Schools, 9610 Pulaski Park Drive, Baltimore, MD 21220. The determination of the mileage shall be obtained through on-line Internet tools, such as <http://maps.yahoo.com/> or <http://www.mapquest.com/> based upon the address provided by Bidder.

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

**18.0 Substitutions**

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

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

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

**19.0 Equipment**

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

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

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

19.4 Use of BCPS equipment is prohibited.

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

## **20.0 Response Time**

### **20.1 Regular Service Calls:**

20.1.1 Physical response times by Award Bidder for regular service calls shall not exceed two (2) hours from when request is made by BCPS. In some instances, BCPS will approve a response time that exceeds the two (2) hour requirement. BCPS will confirm in writing.

20.1.2 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.

20.1.3 BCPS shall notify Award Bidder in writing if service request must be cancelled.

20.2 Award Bidder(s) is guaranteed a minimum of one (1) hour on site for each billable repair.

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

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

## **21.0 Warranty**

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

- 21.2 All warranty work shall be done within seventy-two (72) hours of notification of the work to be done.
- 21.3 Award Bidder shall not charge BCPS for any repeat visit for the same problem occurring within thirty (30) days of the original visit.

## **22.0 Hazardous Material Information**

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

## **23.0 Occupancy Requirements**

- 23.1 Full BCPS Occupancy: BCPS will occupy the site and existing building during the entire work period. The Award Bidder(s) shall cooperate with BCPS during the work to minimize conflicts and facilitate BCPS usage. To the satisfaction of the school, the Award Bidder is to move and/or protect all school equipment, furnishings and occupied areas from work-related debris and noise. The Award Bidder shall perform the work so as not to interfere with BCPS operations. The



Award Bidder is aware that this work shall be performed on school grounds, where students, staff, and parents will be present and is responsible for maintaining a safe clean worksite.

23.2 Use of Premises:

23.2.1 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.

23.2.2 At all times, keep driveways and entrances serving the premises clear and available to BCPS, BCPS's employees and emergency vehicles. Do not use these areas for parking or storage of materials.

23.2.3 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.

23.2.4 At all times throughout the term of the contract, the Award Bidder must protect all BCPS property, materials, equipment, improvements, utilities, structures, and vegetation. The Award Bidder must repair or replace, to the satisfaction of BCPS, any property or incidentals damaged during the term of the contract.

23.2.5 Deliveries of equipment and other materials must be done with the Award Bidder present and stored on site as indicated by the Department of Facilities Management. Equipment and material shall not be delivered to the site prior to their installation, unless approved by the Department of Facilities Management.

23.2.6 Award Bidder(s) shall not sound alarm devices during regular class hours, unless authorized by BCPS.

23.2.7 Award Bidder(s) must comply with specific considerations regarding the sounding of alarm devices for BCPS sites that serve students who have multiple disabilities. BCPS liaison will provide direction to Award Bidder(s) regarding required special provisions for these sites (Reference "Exhibit A: BCPS Sites").

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

**24.0 Professionalism**

- 24.1 BCPS requires all work to be completed utilizing “Professional Workmanship”. BCPS shall very closely monitor and examine the services provided and shall only accept a “Professional Workmanship”. The following shall be considered some reasons for immediate termination of a company:
- 24.1.1 Failure of the Award Bidder to have the required materials and equipment with them to execute a project without undue delay to leave the project and pick up supplies and/or equipment. BCPS reserves the right to bring in any other contractor in order to complete work that is not completed in a timely fashion.
  - 24.1.2 Failure of the Award Bidder to mobilize certified technicians to provide an adequate response for simultaneous/multiple site emergencies.
  - 24.1.3 Failure of the Award Bidder to have all personnel sign into and out of the main office of any school, whenever that school’s office is open.
  - 24.1.4 Failure of the Award Bidder to utilize qualified personnel to do the work for BCPS sites. The individuals doing the work at the BCPS sites shall:
    - 1. be on the “list” of 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. Furthermore, BCPS policy prohibits gambling, alcohol, drugs and obscene/abusive language.
- 24.2 Immediate termination of a company for not providing “Professional Workmanship” as determined by BCPS, using criteria determined by BCPS and not necessarily industry standards, shall result in:

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

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

## **25.0 Background Checks and Fingerprinting Requirements**

25.1 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.

25.2 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).

25.3 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).

25.4 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.

- 25.5 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).

## **26.0 Subcontractors**

The Award Bidder(s) shall NOT utilize the services of any subcontractor without the expressed prior consent of BCPS. Use of a subcontractor prior to obtaining the expressed prior written consent of BCPS shall result in immediate termination of the contract for cause.

## **27.0 Interruption of Service**

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

## **28.0 Permits**

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

**29.0 Applicable Standards and Guidelines**

- 29.1 Award Bidder(s) shall assume full responsibility and liability for the compliance with all applicable federal/state/county laws, regulations, standards, licensing requirements and patented systems pertaining to all work practices.
- 29.2 All work is to be handled in complete compliance with OSHA and MOSHA requirements. Every effort is to be made to 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).

**30.0 Invoicing and Payment**

Award Bidder(s) shall submit Original Invoice (include all Work Tickets related to invoice) to BCPS Department of Facilities Management. Invoices shall be mailed via U.S. Postal Service or emailed to a pre-approved BCPS liaison. The Award Bidder(s) must perform one (1) PM per month, along with responding to all repair and testing requests. If the PM is not performed, the Award Bidder cannot invoice for the monthly fee regardless of the responses to repairs and testing. Award Bidder(s) shall invoice BCPS within thirty (30) days after the completion date and the invoice shall contain the following:

1. BCPS Purchase Order Number, Work Order Number, Release Number, Name of Facility.
2. Award Bidder's Invoice number, Invoice date, Completion date
3. All labor rates shall be paid in one half (1/2) hour increments after the first full hour (reference section 20.2). 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. For all individual items up to \$7,500 value, materials shall be priced at the Award Bidders cost (including tax) plus the percent markup as bid in the Form of Proposal. Markup is only applicable to individual items up to the \$7,500-dollar threshold. Proof of cost by receipt, for materials over \$100, must accompany the invoice, unless approved otherwise by BCPS. BCPS shall not reimburse for any additional materials unless agreed to by BCPS in advance of the work. The

formula for the Award Bidder's Cost of materials Reimbursement Amount is as follows:

Award Bidder's Cost of materials = (Price of item) plus (Applicable Taxes)  
Reimbursement Amount = (1.XX) times (Award Bidder's cost of materials up to \$7,500.00)

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

There is no mark-up on subcontractors or leased/rental equipment.

5. If multiple facilities are listed on one invoice, charges must be listed separately for each facility where work was performed.
6. Service Ticket(s) attached to invoice. 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.
7. Total dollar amount that is due.
8. BCPS will not pay for rented or leased equipment fees in addition to the hourly rate quoted, unless, approved specifically by the designated BCPS liaison, in advance of their use. All freight charges, packaging (including pallets) shall be included within unit pricing requested by BCPS. BCPS may pay separate line item shipping charges only when the order has been requested by BCPS to be expedited. Expedited delivery charges must be authorized in advance by BCPS. BCPS shall not reimburse for: travel expenses, vehicle mileage, phone usage, or traveling to pickup parts (Reference: Part II, Section 16.0 Hourly Rates).
9. The Award Bidder(s) are to have an invoice format approved by BCPS.
10. Only one invoice shall be submitted per BCPS Work Order unless authorized by the BCPS representative.

### **31.0 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 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. In-person attendance is preferred for those firms local to BCPS, 6901 North Charles Street, Towson, MD 21204, if not local, a dial in number will be provided.

## **END OF PART II: SPECIFICATIONS--GENERAL REQUIREMENTS**

# BALTIMORE COUNTY PUBLIC SCHOOLS

DIVISION OF BUSINESS SERVICES 6901 CHARLES STREET, BUILDING "E", 1ST FLOOR  
DEPARTMENT OF FISCAL SERVICES TOWSON, MARYLAND 21204  
OFFICE OF PURCHASING 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 assume full responsibility to furnish elevator preventive maintenance, tests, repairs, and installations at various locations (approximately 200 schools and offices) for Baltimore County Public Schools (BCPS). 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. The goal is to:
- 1.1.1 Ensure consistent performance standards are applied throughout BCPS.
  - 1.1.2 Reduce elevator repair response time and repair turn-over.
  - 1.1.3 Standardize elevator maintenance procedures, processes, and reporting.
  - 1.1.4 Assist BCPS in establishing prioritization schedules for repair and maintenance.
  - 1.1.5 Attend and assist DLLR/ third-party inspectors with inspections.
  - 1.1.6 Ensure timely completion of safety orders for compliance with all applicable codes.

#### **2.0 Award Bidders Responsibilities**

- 2.1 The Award Bidder(s) shall not be responsible for costs incurred for upgrading the equipment to meet changes in code requirements as may be recommended and/or directed by insurance companies, Federal, State, Municipal or other Governmental authorities.
- 2.2 The Award Bidder(s) shall not be responsible for costs incurred due to fire or flood damage.
- 2.3 The Award Bidder(s) shall not be responsible for the following items: All power up to and including the disconnect, car enclosure, car doors, door frames, buried hydraulic piping, cylinder and conventional below grade plunger assemblies.
- 2.4 Should a full replacement of an elevator be required, BCPS representatives will facilitate an RFQ. The successful Award Bidder(s) shall be responsible for the maintenance of the replacement, and its associated equipment and parts for two years, to include all PM's and annual tests, as per this contract. Any manufacturers' warranties that extend beyond two years will be provided to



BCPS. At the conclusion of the warranty period, in accordance with the contents of this RFQ, the full-service maintenance contractor shall resume all maintenance activities associated with maintaining the replaced elevator.

- 2.5 The Award Bidder(s) shall be responsible for giving immediate notice to the designated BCPS representative of any condition, that may present a hazard to either the equipment, or passengers.
- 2.6 BCPS shall be notified of any “proprietary” hardware, software, peripherals, equipment and/or related components provided for under this contract.
- 2.7 Components which require repair, overhaul or replacement during warranty periods do not relieve the Award Bidder of “time” 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 representative.
- 2.8 BCPS reserves the right to make the final determination whenever systems, or parts thereof, must be repaired, replaced or overhauled. The Award Bidder shall follow the operation and maintenance instructions which are furnished by the manufacturer for all systems, and equipment, however, the successful operation of the facilities is the primary goal even if it means that the manufacturer's operating and maintenance standards must be exceeded to attain that goal. With regard to this contract, the BCPS representative will determine acceptability of all work and/or services performed. If the work and/or services are not acceptable, the Award Bidder will be called in to review and correct all problem areas without additional cost to BCPS. Upon notification by the BCPS representative, the Award Bidder will affect repairs to deficient work and/or services in accordance with a schedule jointly agreed upon.
- 2.9 Maintain equipment for remote programming, diagnostics, and verification of proper operation.
- 2.10 Award Bidder(s) will be responsible to provide and install (at their cost) a portable lift whenever the elevator will be down for more than 48 hours. If for whatever reason a second portable lift is required, then BCPS reserves the right to provide a BCPS owned portable lift, which the Award Bidder is responsible to set-up, and provide training. Should another lift be required for some reason, BCPS will pay for it in accordance with the Form of Proposal.

### **3.0 Full-Service Preventive Maintenance**

Each elevator is to receive one (1) monthly PM inspection (twelve PM's per year), consisting of furnishing all material and labor, so that these assets can be maintained to the highest industry standards, achieve maximum longevity, and can be operated in the safest manner possible. A PM schedule must be provided six (6) months in advance, and each PM inspection must be performed approximately the same date every month (within 3 days). If the PM is not performed in accordance with the above, it will be

considered a missed PM - see Part II, Section 30.0. Award Bidder(s) shall perform and provide these services in accordance with manufacturer recommendations, Operations & Maintenance best practices, as well as industry and standard trade practices. The Award Bidder(s) shall keep the elevator maintained to operate at the original contract speed, keeping the original performance time, including acceleration and retardation as designed and installed by the manufacturer. Tasks include but are not limited to:

- 3.1 Automatic door systems, power operated door systems and manual door/gate systems complete.
  - 3.1.1 Power operator and engagement linkages.
  - 3.1.2 Car door top track and hanger roller assemblies.
  - 3.1.3 Car door track liners, eccentrics, stops, bumpers and related operating mechanisms for multiple speed or multiple panel doors.
  - 3.1.4 Car gates, bottom guides, retainers, fire stops, gibs, entrance sills and threshold plates, gate handles and protection guards.
  - 3.1.5 Electrical safety switches and activation mechanisms, door protective and/or retracting devices, and power door operators.
  - 3.1.6 Electromechanical safety interlock assemblies, related operating mechanisms, clutch or other master system engaging devices, linkages, zoned locking devices, and self-closing devices.
  
- 3.2 Car frame, platform and car safety devices complete.
  - 3.2.1 Crosshead, stiles, hitch plates, tie rods, supports and related structures.
  - 3.2.2 Car guides, shoes, stands, spindles, gibs, rollers and tensioning devices.
  - 3.2.3 Sub-platform, under car platform fireproofing, car sills with support cradles, load weighing devices, top/side exit access operating/safety hardware and electrical switches.
  - 3.2.4 Car fans, blowers and cab ventilation systems.
  - 3.2.5 Car light bulbs and tubes are not included but lighting system failures (wiring, emergency lighting, etc.) are included.
  
- 3.3 Hoisting machinery, and rotating power drives with mounting supports and beams, raised platforms and weighted foundations and structures complete.
  - 3.3.1 Geared traction and winding drum units, gearless traction and related systems complete.
  - 3.3.2 Worms, gears, shafts, couplings, drive sheaves, deflector sheaves, 2:1 sheaves, bearings, support/mounting apparatus, brake assembly, rotating elements and all associated castings, guards, retainers and hardware.
  - 3.3.3 Integral and free standing brake units, drums, discs, pulleys, shoes, linings, pads, pins, sleeves, plungers, coils, caps, adjustment devices and hardware complete.
  - 3.3.4 AC and DC motors, motor generators, rotating regulators and exciters; armatures, field coils, pole pieces, interpoles, commutators, brush riggings, brush holders, carbon brushes, stator windings, fan or other ventilation mechanisms, bearings, bushings, shafts, caps, packings, seals, junction boxes, leads, connectors and related wiring.

- 3.4 Controls, selectors, power drives, encoding devices with related wiring, conduit and circuitry complete.
  - 3.4.1 Relays, contactors, switches, capacitors, resistors, fuses, circuit breakers, overloads, power supplies, regulators, tach generators, arc shields, shunts, holders and hardware.
  - 3.4.2 Circuit boards, transmitters, encoders, transformers, rectifiers, transistors, solid state switching devices, insulators, timing devices, suppressors, and computer apparatus.
  - 3.4.3 Filters, fans, blowers, wiring, studs, terminal blocks, plug connectors, CRTs or other diagnostic devices, keyboards and printers.
  - 3.4.4 Cabinets, isolation transformers, chokes, diagnostic tools, status indicators, solid state and hard wire circuitry.
  
- 3.5 Car and counterweight safety systems.
  - 3.5.1 Overspeed governors and electromechanical safety devices, wire ropes and tensioning devices with related hitch and connection apparatus complete.
  - 3.5.2 Car and counterweight safety devices, drums, rods, linkages, clamps and hardware.
  
- 3.6 Hoistway and pit equipment.
  - 3.6.1 Guide rails, fishplates, brackets, inserts and related hardware to include jack bolts or other special mechanisms for mounting and alignment.
  - 3.6.2 Wire ropes, chains, cables, belts used for suspension, compensation, safety and selector encoding with related hitch and connection hardware complete.
  - 3.6.3 Corridor entrance top track and hanger rollers, toe guards, fascias, dust covers, sills, stops, bumpers, eccentrics, retainers, and bottom guides.
  - 3.6.4 Overhead machine room, secondary and 2:1 wire rope sheaves, shafts, bearings, bushing, seals, mounting supports, lubrication devices, guards and hardware complete.
  - 3.6.5 Electrical wiring and conduit, electrical traveling cables, electrical limits, slow-downs, activating cams, switches, vanes, inductors, tapes, readers, leveling and encoding systems complete with all related hardware and wiring.
  - 3.6.6 Compensation sheaves, shafts, frames, guides, switches, rollers, cams, guards, "S" hooks, guidance systems and all related hardware.
  - 3.6.7 Counterweight assemblies, guides, rollers, stands, strike plates, safeties and hitch devices.
  - 3.6.8 Car and counterweight buffers, stands, strikes, blocking, platforms, extension devices, mounting hardware and appurtenances.
  - 3.6.9 Pit safety switches, cable tensioning devices, access ladders, light switches, lighting assemblies, bulbs and guards.

- 3.7 Operating and signal fixtures with electrical wiring.
  - 3.7.1 Car operating panels, push buttons, stop switches, audible signals, keyed or other control switches, visual signals, jewels and indicators with electrical wiring.
  - 3.7.2 Car position indicators, riding lanterns, signal annunciators, visual and audible signals complete.
  - 3.7.3 Corridor push button stations, hall lanterns, hall position indicators, keyed switches, access controls, electrical wiring and traveling cables complete.
  - 3.7.4 Emergency lighting systems, emergency communication devices, and signal systems complete.
  - 3.7.5 Corridor and lobby fixtures with remote controls and operational monitoring devices, starter panels, emergency power selectors, telltale panels, location indicators, security controls and monitors.
- 3.8 Hydraulic system components, including but not limited to: tanks, valves, pump, cylinder head, above ground piping, hoses, fittings, gauges, seals, O-Rings, filters, screens, packings, belts, recovery devices, overflow devices, rescuator or other emergency operating and signal systems, above grade cylinder and plunger assemblies complete, mufflers, heaters and shut-off valves.
- 3.9 Any additional semi-annual and annual PM requirements shall also be performed as appropriate. Any and all costs for performing these PM's are to be included in the pricing on the Form of Proposal.
- 3.10 If a PM is not performed, then the Award Bidder must not bill for the PM fee for that month (see Part II, Section 30.0).

#### **4.0 Maintenance Repair**

Award Bidder(s) are to include costs for all repairs of every description, inclusive of material and labor, except as noted in Section 2.0, in the monthly PM pricing. This also includes responding to all trouble shooting/ problem diagnosis calls. The response must be within two (2) hours regardless of whether the repair is handled during regular hours or off-hours.

Any repairs that are not the Award Bidder(s) responsibility will be paid at the labor rates bid on the Form of Proposal. All material required for the billable repairs will be paid on either a time and material, or not-to-exceed basis. The Award Bidder(s) will only be paid for required repairs.

BCPS liaison reserves the right to make inspections and tests when deemed advisable. If it is found that the elevator and associated equipment are deficient either electrically or mechanically, the Award Bidder will be notified of these deficiencies in writing, and, if no life threatening situation exists, it shall be his responsibility to make the necessary corrections within thirty (30) days after his receipt of such notice. In the event of a life-threatening situation, the Award Bidder must make the necessary repairs immediately. In

the event deficiencies have not been corrected within thirty (30) days, or immediately as the case may be, the BCPS representative may terminate and employ another Award Bidder to make the corrections at the original Award Bidder's expense.

**ALL** requests require a work ticket. It must include definitive statement stating if elevators are operational or not at the end of the appointment, along with a description of the work, mechanic, hours worked on site, and signed work ticket from someone at the site. The technician must report what was done to the elevator to the BOS or their representative at the end of the appointment. A copy of the work ticket must be left at the site in the approved binder, and an electronic copy must be sent to the BCPS liaison within 24 hours.

## **5.0 Testing**

The Award Bidder(s) is responsible for performing all tests and inspections including load tests, annual inspections, and any periodic major inspection of critical components, designer and manufacturer stipulated inspections. All these assets must have current certificates.

5.1 Any and all corrections to outstanding Safety Orders, and/ or other issues stopping the issuance of a current certificate, must be resolved within sixty (60) days of the Award Bidder contract date.

5.2 All new Safety Orders must be resolved within thirty (30) days

Costs for all testing, and Safety Order corrections, are to be built-in to the PM pricing in the Form of Proposal. Any DLLR/ third-party inspector costs for re-inspection will be back charged to the Award Bidder(s). After the 30 days/ 60 days mentioned above, BCPS reserves the right to back charge the Award Bidder(s) \$100 per day for any corrections that have not been performed.

## **6.0 New Installation**

Ability to bid on new elevator installations and replacements. Should a full replacement of an elevator be required, BCPS representatives reserves the right to facilitate an RFQ. The successful Award Bidder shall be responsible for the maintenance of the elevator, and its associated equipment and parts for two years. See Part II, Section 21.0 and Part III, Section 2.4 for more information.

## **7.0 Upgrades and Enhancements**

Award Bidders are required to purchase, or previously own, all necessary testing and evaluating equipment needed as per the bid contract. This is to include all types of testers, computers, and any other devices/ tools necessary to professionally service all equipment at the sites. Testing equipment shall be maintained, serviced, calibrated and adjusted or replaced as per manufacturers requirements, to ensure accurate measurements with integrity. Any costs associated with test equipment maintenance/ calibration or replacement shall be at Award Bidders expense.

**8.0 Maintenance Service Records**

Award Bidder(s) are responsible for ensuring that a copy of the current DLLR certificate is displayed in the elevator. In addition, the Award Bidder must update and fill out the logbook kept with each unit per site visit (copies of service tickets will also suffice). The logbook must be kept in the machine room or in the BOS' office. Additional logbooks can be provided by BCPS by request. Service tickets should be filled out for all visits, PM's, repairs, etc.

**9.0 Overtime**

All billable work will be performed at either "Regular Hourly Rates", or "Off-Hours Hourly Rates"

**10.0 Obsolescence**

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

**11.0 Drawings**

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

**12.0 Safety Training**

Whenever a portable lift is provided to a BCPS site, the Award Bidder(s) will be responsible for providing on-site training as required at no additional cost to BCPS. See Part III, Section 2.10 for more information.

**13.0 Liquidated Damages**

BCPS reserves the right to back charge the Award Bidder(s) \$100 per day that an elevator is non-operational beyond 48 hours. An exception to this provision is if a part is on backorder from its supplier. Award Bidder(s) must submit written proof from the supplier to substantiate the backorder.

**END OF PART III: TECHNICAL SPECIFICATIONS**

<b>BALTIMORE COUNTY PUBLIC SCHOOLS</b>	
6901 Charles Street, Building "E", 1st Floor	
Towson, Maryland 21204	
Division of Support Services	Office of Purchasing
Raising the bar, Closing gaps, Preparing for the future - An Affirmative Action Employer	

**SECTION 004000 "FORM OF PROPOSAL"**

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

Cover Page	004000-1
Price Proposal - Instructions	004000-2
Price Proposal Pages	004000-3
Company Profile/Questionnaire	004000-4
Worker Form	004000-5
References	004000-6
Addenda	004000-7
Proposal Sheet	004000-8
State of Maryland Anti-Bribery Affidavit & Tax Certification	004000-9
Certification Regarding U.S. Government Debarment	004000-10
Small Business Enterprise Affidavit	004000-11
Small and Minority Business Enterprise Utilization Affidavit	004000-12
SBE/MBE Statement of Intent	004000-13
SBE/MBE Request for Waiver	004000-14
Applicant Screening Affidavit	004000-15-16
*No Bid Page	004000-17

SECTION 004000 - FORM OF PROPOSAL

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

SOLICITATION TITLE: FULL-SERVICE ELEVATOR REPAIRS, PREVENTIVE MAINTENANCE AND INSTALLATIONS

BCPS BID NUMBER: CWA-128-20

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

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

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

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



PRICE PROPOSAL - INSTRUCTIONS:

Bidders must provide a unit price for certified technicians and provide a price for monthly full-service preventive maintenance per elevator. Bidders must also provide a daily rate for an additional portable lift and percentage markup on materials not to exceed 15 percent.

Bidders are required to provide pricing for all items listed on page 004000-3.

Do not alter the price proposal page (004000-3) or Exhibit A. Any bidder that alters the price proposal page or Exhibit A may be deemed non-responsive.

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

PRICE PROPOSAL PAGE

**Item 1: Rate for one (1) Certified Technician:**

DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
Regular Hourly Labor Rate	HOUR	\$
Off-Hours Hourly Labor Rate	HOUR	\$

**Item 2: Mark Up on Materials (Not to exceed 15%) – Reference Part II, Section 30 Invoicing and Payment**

\_\_\_\_\_ %

**Item 3: Daily Rate for Additional Portable Lift: \$\_\_\_\_\_**  
In accordance with Part III, Section 2.10

**Item 4: Full-Service Preventive Maintenance for various elevators – Please complete Exhibit A**

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

COMPANY PROFILE/QUESTIONNAIRE

All questions must be answered in full, without exception. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and must be clearly labeled.

Only complete and accurate information must be provided by the Bidder. The Bidder hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete.

Address of facility for which personnel/equipment shall be dispatched under this contract:

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

Normal Business Hour Service Contact Name: \_\_\_\_\_

Telephone number & email: \_\_\_\_\_

24/7 Emergency Service Contact Name(s) & Telephone Numbers:

\_\_\_\_\_

How long has your firm been in business as an elevator services contractor? Provide a brief history of the entity.

\_\_\_\_\_

Will you subcontract under this contract? If yes, please explain; and include a list of all subcontractors.

\_\_\_\_\_

\_\_\_\_\_

Has your firm ever failed to perform satisfactorily or defaulted on contracts awarded to you? If yes, please explain.

\_\_\_\_\_

\_\_\_\_\_

Current number of staff available to provide services under this Contract:

\_\_\_\_\_

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

REFERENCES

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

*Reference #1*

\_\_\_\_\_  
Customer/Client Name

\_\_\_\_\_  
Description of Product or Services Provided to Customer/Client

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

*Reference #2*

\_\_\_\_\_  
Customer/Client Name

\_\_\_\_\_  
Description of Product or Services Provided to Customer/Client

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

*Reference #3*

\_\_\_\_\_  
Customer/Client Name

\_\_\_\_\_  
Description of Product or Services Provided to Customer/Client

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

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

CERTIFIED TECHNICIAN FORM:

INSTRUCTIONS:

- 1. Complete and return **this form** with your bid. Do not provide the information on any other form or paper. Make as many copies of this form as needed to accommodate all employees who may be used for BCPS projects.
- 2. Provide the name, position (title) and date of hire for each worker on staff as a full time, not contractual employee. Bidders are required to submit minimum (1) certified technician, for every 20 elevators, capable of repair and installation services, and a minimum of one (1) certified technician, for every 40 elevators, capable of performing preventive maintenance.

EMPLOYEE #1	_____	_____
	Name/Title of Worker	Date of hire
EMPLOYEE #2	_____	_____
	Name/Title of Worker	Date of hire
EMPLOYEE #3	_____	_____
	Name/Title of Worker	Date of hire
EMPLOYEE #4	_____	_____
	Name/Title of Worker	Date of hire
EMPLOYEE #5	_____	_____
	Name/Title of Worker	Date of hire
EMPLOYEE #6	_____	_____
	Name/Title of Worker	Date of hire
EMPLOYEE #7	_____	_____
	Name/Title of Worker	Date of hire
EMPLOYEE #8	_____	_____
	Name/Title of Worker	Date of hire
EMPLOYEE #9	_____	_____
	Name/Title of Worker	Date of hire
EMPLOYEE #10	_____	_____
	Name/Title of Worker	Date of hire

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

_____	_____
(Signature of Bidder)	(Date)

ADDENDA

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Supplier Name

**PROPOSAL SHEET**

I / We

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

I / We

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

I / We

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

I / We

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

I / We

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

I / We

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

I / We

certify that this firm is aware of and adheres to Section 11-722(c) of the Criminal Procedure Article, of the Annotated Code of Maryland; and, Md. Ed. Code Ann., §6-113.

Is your company a certified Minority Business Enterprise with the State of Maryland? \_\_\_ Yes \_\_\_ No MDOT # \_\_\_\_\_

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

(African American) (Alaskan Native) (Asian) (Women) (Hispanic) (American Indian) (Physical or Mental Disabled Individual)

Is your business located within Baltimore County, Maryland? \_\_\_ Yes \_\_\_ No

As the duly authorized representative of the bidder and having the legal authority to make this proposal, I hereby declare that I have carefully examined Terms, Conditions, Requirements, Specifications and Drawings (including all Addenda), forming a part of the Contract and agree to furnish all permits, inspections, labor, equipment, and materials to complete work as specified for the price as indicated for the Baltimore County Public Schools. **PLEASE LIST COMPANY'S LEGAL NAME AND INCLUDE D/B/A IF APPLICABLE.**

COMPANY: \_\_\_\_\_ FEDERAL ID#- \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TYPED NAME/TITLE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX \_\_\_\_\_ DATE \_\_\_\_\_

E-MAIL: \_\_\_\_\_

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

**STATE OF MARYLAND ANTI-BRIBERY AFFIDAVIT**

I HEREBY CERTIFY that

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

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

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**STATE OF MARYLAND TAX CERTIFICATION**

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

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

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

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date



CERTIFICATION REGARDING U.S. GOVERNMENT DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

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

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

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

---

Name and Title of Authorized Agency/Organization Representative

---

Signature                      Date

---

Agency/Organization

\*Above certification instituted by the U.S. Department of Education for all grantees and sub grantees as of fiscal year 1990.

**Baltimore County Public Schools**  
**SMALL BUSINESS ENTERPRISE AFFIDAVIT**

\_\_\_\_ **N/A** *If the bidder firm is not an SBE, then mark the blank, and do not complete any further.*

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

1. it is independently owned and operated;
2. it is not a subsidiary of another business;
3. it is not dominant in its field of operation;
4. its wholesale operations did not employ more than 50 persons, OR its gross sales did not exceed an average of \$4,000,000 in its most recently completed 3 fiscal years
5. its retail operations did not employ more than 25 persons, OR its gross sales did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years
6. its manufacturing operations did not employ more than 100 persons, OR its gross sales did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years
7. its service operations did not employ more than 100 persons, OR its gross sales did not exceed an average of \$10,000,000 in its most recently completed 3 fiscal years; and
8. its construction operations did not employ more than 50 persons, OR its gross sales did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years
9. its architectural and engineering operations did not employ more than 100 persons, OR its gross sales did not exceed an average of \$4,500,000 in its most recently completed 3 fiscal years
10. BCPS reserves the right to request tax documents to support such a claim

Name and Title: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Business Phone: \_\_\_\_\_

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

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

\_\_\_\_\_  
Print Name Signed Above

\_\_\_\_\_  
Print Name Signed Above

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

**Baltimore County Public Schools**

**SMALL AND MINORITY BUSINESS ENTERPRISE UTILIZATION AFFIDAVIT**

The undersigned as a contractor does hereby make the following Affidavit. I acknowledge the Small Business Enterprise (SBE) and Certified Minority Business Enterprise (MBE) participation goal of (15%) percent for the contract with the Baltimore County Board of Education, and commit to make a good faith effort to achieve this goal. In the solicitation of subcontract quotations or offerors, all SBE and MBE subcontractors and suppliers were provided not less than the same information and amount of time to respond to the solicitations as non-Small Business Enterprise and Minority Business Enterprise subcontractors.

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

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

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

\_\_\_ **N/A** Mark here if there is no participation claimed. Proceed to the Request for Waiver.

SOLICITATION NAME: \_\_\_\_\_

\_\_\_ BCPS System wide OR \_\_\_ Single Location \_\_\_\_\_  
(Location)

A. Name of Bidder: \_\_\_\_\_

B. Name of SBE/MBE: \_\_\_\_\_  
(Bidder if Qualified)

Indicate with an "X" SBE or MBE status: \_\_\_ MBE \_\_\_ SBE

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

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

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

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

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

---

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

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

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

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

**Baltimore County Public Schools**  
**SMALL BUSINESS AND CERTIFIED MINORITY BUSINESS ENTERPRISE**  
**REQUEST FOR WAIVER**

\_\_\_\_ **N/A** Mark here if the goals have been met in full and a waiver is not necessary.

Solicitation Name: \_\_\_\_\_ Solicitation No. \_\_\_\_\_

Total contract amount (with accepted alternates)	\$ _____
15% of total contract value	\$ _____
SBE/MBE participation in this contract	\$ _____ (____%)

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

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

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

Therefore, the *Request for Waiver* is for \$ \_\_\_\_\_ and \_\_\_\_%.

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

1. A detailed statement of the efforts made to identify and select portions of the work to be performed by subcontracts in order to increase the likelihood of achieving the stated goal;
2. An explanation of why subcontracting is not possible;

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

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

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

## APPLICANT SCREENING AFFIDAVIT

I, (print name) \_\_\_\_\_ possess the legal authority to make this affidavit on behalf of (print company name) \_\_\_\_\_.

Effective July 1, 2019, Maryland Law requires contractors to screen all applicants for a position involving direct/routine contact with minors as defined in Section 6-113.2 of the Education Article, Maryland Annotated Code ("statute").

Screening requires the applicant to submit to the contractor the following:

1. Contact information of:
  - a. The current employer
  - b. All former school employers; and
  - c. All former employers of the applicant in which the applicant was employed in a position involving direct/routine contact with minors.
2. Written consent form signed by the applicant to release all records relating to child sexual abuse or sexual misconduct.
3. A written statement of whether the applicant:
  - a. Has been the subject of a child sexual abuse or sexual misconduct investigation by any employer, arbitrator, county board, state licensing agency, law enforcement agency, or child protective services agency, unless the investigation resulted in any of the findings listed in Section 6-113.2(B)(3)(i)(1-5), of the statute.
  - b. Has ever been disciplined, discharged, nonrenewed or asked to resign from employment, or has ever resigned from, or otherwise separated from, any employment while allegations of child sexual abuse or sexual misconduct were pending or were under investigation, or due to an adjudication or findings of child sexual abuse or sexual misconduct; or
  - c. Has ever had a license. Professional license or certificate suspended, surrendered, or revoked while allegations of child sexual abuse or sexual misconduct were pending, or under investigation, or due to an adjudication or findings of child sexual abuse or sexual misconduct.

Before hiring an applicant for a position involving direct/routine contact with minors, the Contractor shall:

1. Review an applicant's employment history by contacting employers listed by the applicant and requesting dates of employment and answers to questions regarding child sexual abuse or sexual misconduct required by the statute; and
2. Request a report from the Maryland Department of Education regarding the applicant's eligibility for employment or certification status to determine whether the applicant
  - a. Holds a valid and active certification appropriate for the position and is otherwise eligible for employment; and
  - b. Has been the subject of professional discipline related to child sexual abuse or sexual misconduct.

If the information from an applicant’s employer includes an affirmative response to the child sexual abuse or sexual misconduct questions, and the Contractor wants to further consider the applicant for employment, the Contractor shall request additional information from the employer including records related to the child sexual abuse or sexual misconduct.

Contractor shall conduct the employment history review of the applicant:

- 1. At the time of initial firing of the employee; or
- 2. Before the employee is assigned to work for the school entity in a position involving direct/routine contact with minors.

Contractor shall maintain a record of each employee’s employment history review required by the statute; and provide to BCPS access to the employee’s records upon request.

Before assigning an employee to perform work for BCPS in a position involving direct/routine contact with minors, Contractor shall provide notice to BCPS of any affirmative responses to the child sexual abuse or sexual misconduct questions required by the statute.

Contractor may not assign an employee to perform work for BCPS in a position involving direct/routine contact with minors if BCPS objects to the assignment after receiving notice required by the statute.

Notwithstanding any other remedies available under the Contract, Contractor may be subject to disciplinary action by the Maryland State Department of Education for willful violations of the statute.

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the requirements of Section 6-113.2 of the Education Article, Annotated Code of Maryland.

Violations of any of these provisions may result in immediate termination for cause.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(printed name of Authorized Representative and affiant)

\_\_\_\_\_  
(signature of Authorized Representative and affiant)

**NO BID SHEET (use only when not participating in bid)**

PLEASE CHECK THE APPROPRIATE ITEM/S

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

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

**Is your company a certified Minority Business Enterprise with State of Maryland? \_\_\_ Yes \_\_\_ No MDOT# \_\_\_\_\_**

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

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

**Is your company a small business with less than fifty (50) employees which generates an annual revenue less than ten (10) million dollars? \_\_\_ Yes \_\_\_ No**

**Is your business located within Baltimore County, Maryland? \_\_\_ Yes \_\_\_ No**

**COMPANY** \_\_\_\_\_

**AUTHORIZED SIGNATURE** \_\_\_\_\_

**TYPED NAME/TITLE** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**CITY/STATE/ZIP** \_\_\_\_\_

**PHONE** \_\_\_\_\_ **FAX** \_\_\_\_\_

**Return to: Email completed form to agent**



**SMALL AND CERTIFIED MINORITY BUSINESS  
ENTERPRISE PROCEDURES**

**FOR**

**BALTIMORE COUNTY FUNDED CONTRACTS**

**Baltimore County Public Schools**

*Focused on Quality, Committed to Excellence*

Effective: April 2, 2001

Revised: April 1, 2018

# **BALTIMORE COUNTY PUBLIC SCHOOLS**

Darryl L. Williams, Ed.D., Superintendent

Towson, Maryland 21204-3711

## **Small Business Enterprise and Certified Minority Business Enterprise Document Check List For Baltimore County Funded Contracts**

1. Small Business Enterprise Affidavit: A separate form completed and signed **by the bidder** to self-certify the bidder company as a SBE firm.
2. Small/Certified Minority Business Utilization Affidavit: A separate form completed and signed by the prime bidder acknowledging the goal. The bidder shall submit this affidavit with the bid proposal; failure to submit may result in the bid being determined non-responsive.
3. Small Business/Certified Minority Business Enterprise and Potential Award Bidder's Statement of Intent – This form shall be completed and signed by bidder and each SBE/MBE firm selected as part of the bidder's team.
4. Request for Waiver (if applicable) – This form shall be submitted by the bidder if necessary. See procedures for instructions.
5. Standard Monthly Contractor's Requisition for Payment – The potential award bidder shall complete this form with each requisition submitted for payment.

BALTIMORE COUNTY PUBLIC SCHOOLS

Office of Purchasing

Melanie Webster

Minority Business Enterprise Officer

6901 N. Charles Street

Building E

Towson, MD 21204

Telephone: 443-809-4334

Fax: 410-887-7831

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

1.0 Purpose

To attempt to achieve a minimum of 15 percent of the total dollar value of all contracts directly or indirectly with small business and/or certified minority enterprises when Baltimore County funds are utilized.

2.0 Effective Date

These procedures have been approved by Baltimore County Public Schools (BCPS), and supersede previously approved Small Business and Certified Minority Business Enterprise procedures, and are in effect on or after April 1, 2018.

3.0 Definitions

1. Small Business: A for-profit business, other than a broker, that meets the following criteria:
  - a. it is independently owned and operated;
  - b. it is not a subsidiary of another business;
  - c. it is not dominant in its field of operation;
  - d. its wholesale operations did not employ more than 50 persons, OR its gross sales did not exceed an average of \$4,000,000 in its most recently completed 3 fiscal years;
  - e. its retail operations did not employ more than 25 persons, OR its gross sales did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years;
  - f. its manufacturing operations did not employ more than 100 persons, OR its gross sales did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;
  - g. its service operations did not employ more than 100 persons, OR its gross sales did not exceed an average of \$10,000,000 in its most recently completed 3 fiscal years; and
  - h. its construction operations did not employ more than 50 persons, OR its gross sales did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years.
  - i. BCPS reserves the right to request tax documents to support such a claim.
2. Certified Minority Business Enterprise is any legal entity, other than a joint venture, which holds a certification issued by the Maryland State Department of Transportation or other recognized municipalities which identify the legal entity as a Minority Business Enterprise.
3. Minority Business Enterprise Liaison means the employee of the Board of Education designated to administer the Board's Small Business Enterprise and Certified Minority Business Enterprise Procedures.
  - a. The MBE Liaison may assist the potential award bidder in identifying SBE/MBE firms that could participate in the contract.
4. Potential Award Bidder means a bidder deemed responsive and responsible pending approval by the Board of Education.
5. Award Bidder means a responsive and responsible bidder approved by the Board of Education.
6. Failure to provide required SBE/MBE participation forms may result in the rejection of the proposal.

4.0 Implementing Procedures

1. EACH PROPOSAL SHALL INCLUDE THE FOLLOWING:

- a. Small Business Enterprise Affidavit: A separate form completed and signed **by the bidder** to self-certify the bidder company as a SBE firm.
- b. Small/Certified Minority Business Utilization Affidavit: A separate form completed and signed by the prime bidder acknowledging the goal.
- c. Small and Minority Business Enterprise and Bidder's Statement of Intent form for each SBE/MBE participating in the contract, that describes:
  - (1) The contract work to be performed, or items furnished by the SBE/MBE
  - (2) The proposed timetable for performance
  - (3) The agreed prices to be paid for the work or supplies; and
  - (4) The percentage of the total value of the contract

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

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

- d. If the bidder is unable to achieve the full contract goal for SBE/MBE participation, the bidder will submit a written Request for Waiver form which shall include the following:
  - (1) A detailed statement of the efforts made by the bidder to identify and select portions of the work to be performed by subcontractors;
  - (2) An explanation of why achieving the full stated goal is not possible.

2. BIDDER'S RESPONSIBILITIES:

- a. The bidder must ensure that SBE/MBE firms shall have the maximum practical opportunity to compete for subcontract.
- b. The bidder shall provide information and documentation as requested by the MBE Liaison.
- c. The bidder shall maintain the following records:
  - (1) All documents necessary to confirm compliance with SBE/MBE utilization.
  - (2) All written records that indicate the identity of the SBE/MBE subcontractors employed on the contract and the type/scope of work performed by the identified SBE/MBE.
  - (3) The actual dollar value of the work and/or services performed by the identified SBE/MBE.
  - (4) All records and documents concerning SBE/MBE participation must be retained by the potential award bidder/award bidder for a period of three (3) years after final completion of the contract.
  - (5) All records and documents will be available for inspection by the MBE Liaison.
- d. In the event the bidder decides to change SBE/MBE participating firms, the bidder shall submit in writing the proposed change to the MBE Liaison for approval. All written submissions must be delivered to the MBE Liaison forty-eight (48) hours in advance of proposed implementation of the change.

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

5.0     *Monitoring*

1. The MBE Liaison is responsible for reviewing and approving the SBE/MBE documentation.
2. The MBE Liaison reserves the right to review the SBE/MBE participation documents during the course of this contract.

**Baltimore County Public Schools**  
**SMALL BUSINESS ENTERPRISE AFFIDAVIT**

\_\_\_ **N/A** If the bidder firm is not an SBE, then mark the blank, and do not complete any further.

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

1. it is independently owned and operated;
2. it is not a subsidiary of another business;
3. it is not dominant in its field of operation;
4. its wholesale operations did not employ more than 50 persons, OR its gross sales did not exceed an average of \$4,000,000 in its most recently completed 3 fiscal years
5. its retail operations did not employ more than 25 persons, OR its gross sales did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years
6. its manufacturing operations did not employ more than 100 persons, OR its gross sales did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years
7. its service operations did not employ more than 100 persons, OR its gross sales did not exceed an average of \$10,000,000 in its most recently completed 3 fiscal years; and
8. its construction operations did not employ more than 50 persons, OR its gross sales did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years
9. its architectural and engineering operations did not employ more than 100 persons, OR its gross sales did not exceed an average of \$4,500,000 in its most recently completed 3 fiscal years
10. BCPS reserves the right to request tax documents to support such a claim

NOTE: A Bidder who claims SBE status on this page, may name themselves on the Statement of Intent, Line B, as the SBE/MBE subcontractor, at 100% of the goal.

Name and Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Business Phone: \_\_\_\_\_

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

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

\_\_\_\_\_  
Print Name Signed Above

\_\_\_\_\_  
Print Name Signed Above

**Baltimore County Public Schools**

**SMALL AND MINORITY BUSINESS ENTERPRISE UTILIZATION AFFIDAVIT**

The undersigned as a contractor does hereby make the following Affidavit. I acknowledge the Small Business Enterprise (SBE) and Certified Minority Business Enterprise (MBE) participation goal of (15%) percent for the contract with the Baltimore County Board of Education, and commit to make a good faith effort to achieve this goal. In the solicitation of subcontract quotations or offerors, all SBE and MBE subcontractors and suppliers were provided not less than the same information and amount of time to respond to the solicitations as non-Small Business Enterprise and Minority Business Enterprise subcontractors.

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

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

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

\_\_\_ **N/A** Mark here if there is no participation claimed. Proceed to the Request for Waiver.

SOLICITATION NAME: \_\_\_\_\_

\_\_\_ BCPS System wide OR \_\_\_ Single Location \_\_\_\_\_  
(Location)

A. Name of Bidder: \_\_\_\_\_

B. Name of SBE/MBE: \_\_\_\_\_  
(Bidder if Qualified)

Indicate with an "X" SBE or MBE status: \_\_\_\_\_ MBE \_\_\_\_\_ SBE

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

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

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

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

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

---

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

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

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

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

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



**Baltimore County Public Schools**  
**SMALL BUSINESS AND CERTIFIED MINORITY BUSINESS ENTERPRISE**  
**REQUEST FOR WAIVER**

\_\_\_\_ N/A Mark here if the goals have been met in full and a waiver is not necessary.

Solicitation Name: \_\_\_\_\_ Solicitation No. \_\_\_\_\_  
Total contract amount (with accepted alternates) \$ \_\_\_\_\_  
15% of total contract value \$ \_\_\_\_\_  
SBE/MBE participation in this contract \$ \_\_\_\_\_ (\_\_\_\_%)

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

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

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

Therefore, the *Request for Waiver* is for \$ \_\_\_\_\_ and \_\_\_\_%.

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

1. A detailed statement of the efforts made to identify and select portions of the work to be performed by subcontracts in order to increase the likelihood of achieving the stated goal;
2. An explanation of why subcontracting is not possible;

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Baltimore County Public Schools**  
**STANDARD MONTHLY REQUISITION FOR PAYMENT**  
**SMALL BUSINESS AND/OR CERTIFIED MINORITY BUSINESS ENTERPRISE**  
**PARTICIPATION**

LEA: Baltimore County Public Schools DATE: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_ BID NO: \_\_\_\_\_

SCOPE of WORK: \_\_\_\_\_ REQ NO: \_\_\_\_\_

Name of MBE Sub-Contractor	MDOT Certification Number and Classification	TOTAL MBE Contract Amount	Amount to be Paid THIS Requisition	TOTAL Paid to Date	MBE has Received FINAL Payment?	If amount paid is LESS than TOTAL MBE Contract Amount, EXPLAIN
<b>TOTAL:</b>		\$ -	\$ -	\$ -		

**MDOT Certification Number and Classification can be located at [MDOT Directory](#)**

**MBE Classification:**

- |                       |                              |
|-----------------------|------------------------------|
| African American = AA | African American Women = AAW |
| Hispanic American = H | Hispanic American Women = HW |
| Native American = N   | Native American Women = NW   |
| Asian American = A    | Asian American Women = AW    |
| Women = W             |                              |

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

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Authorized Signature/Date

\_\_\_\_\_  
Federal Tax ID #

\_\_\_\_\_  
Prime MBE Classification # (if applicable)

\_\_\_\_\_  
Name of MBE Liaison

\_\_\_\_\_  
Signature of MBE Liaison/Date

# 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

## EXHIBIT B: PRE-BID MEETING RESPONSE FORM

### FULL-SERVICE REPAIRS, PREVENTIVE MAINTENANCE, AND INSTALLATIONS

A Pre-Bid Meeting will be held at 10:00 AM EST time on May 19, 2020 via teleconference. Please return this form by May 15, 2020 indicating if you will attend. Return the completed form via e-mail to the Purchasing Agent, Clyde Walker at [CWalker4@bcps.org](mailto:CWalker4@bcps.org)

Please indicate:

No, we will not be in attendance

Yes, the following representatives will attend via phone (please print). A phone conference number will be provided.

Name	email address
1. _____	_____
2. _____	_____
3. _____	_____

---

Signature

Title

---

Name of Firm (please print)

# BALTIMORE COUNTY PUBLIC SCHOOLS

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

January 13, 2020

To All Vendors:

This letter is to remind you of your responsibility to comply with Section 11-722 of the Criminal Procedures Article, Annotated Code of Maryland, regarding sex offenders, and asking you for a letter of assurance that your work force is in compliance with the law. Thank you in advance for sending the information as requested.

Effective July 1, 2015, amendments to §6-113 of the Education Article of the Maryland Code further require that a vendor or subcontractor for a local school system may not knowingly assign an employee to work on school premises with direct, unsupervised and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving:

- a) A sexual offense in the third or fourth degree under §3-307 or §3-308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under §3-307 or §3-308 of the Criminal Law Article if committed in Maryland;
- b) Child sexual abuse under §3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under §3-602 of the Criminal Law Article if committed in Maryland; or
- 23) A crime of violence as defined in §14-101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of §14-101 of the Criminal Law Article if committed in Maryland, including: 1) abduction; 2) arson in the first degree; 3) kidnapping; 4) manslaughter, except involuntary manslaughter; 5) mayhem; 6) maiming; 7) murder; 8) rape; 9) robbery; 10) carjacking; 11) armed carjacking; 12) sexual offense in the first degree 13) sexual offense in the second degree; 14) use of a handgun in the commission of a felony or other crime of violence; 15) child abuse in the first degree; 16) sexual abuse of a minor; 17) an attempt to commit any of the crimes described in items 1 through 16 of this list; 18) continuing course of conduct with a child under §3-315 of the Criminal Law Article; 19) assault in the first degree; 20) assault with intent to murder; 21) assault with intent to rape; 22) assault with intent to rob; assault with intent to commit a sexual offense in the first degree; and 24) assault with intent to commit a sexual offense in the second degree. In addition to the above, Baltimore County Public Schools considers the following felony crimes as permanent barriers: 1) burglary first degree; and 2) burglary second degree.

The amendments to §5-561 of the Family Law Article of the Maryland Code mandate that each vendor and subcontractor shall require that any individuals in its work-force must undergo a criminal, fingerprint-based, background check if the individuals will work at a Baltimore County Public Schools (BCPS) property. The term “work-force” refers to all of the vendor’s employees that the contractor uses to perform the work required by the contract. Prior to undergoing a criminal, fingerprint-based background check, any individual potentially being sent to work on BCPS property, should be made aware of the criminal history in §6-113 of the Education Article of the Maryland Code which would prohibit the employee from working on BCPS property. If an employee has criminal history as described in the Maryland Code, they may not work on BCPS property and should not be sent for fingerprinting.

These requirements have be incorporated into all BCPS procurement bids and requests for proposals. These requirements will apply to all BCPS vendors working on BCPS property.

All individuals in your work-force who meet these criteria are required to be fingerprinted for BCPS at CJIS-Central Repository located at 6776 Reisterstown Road, Suite 102, Baltimore Maryland 21215 or at one of the approved private providers, which can be found at: <https://www.dpscs.state.md.us/publicservs/fingerprint.shtml>. The vendor’s employees will need to request to be fingerprinted for “childcare” and use the code 9000017493. The vendor will provide to BCPS (within 10 business days of fingerprinting), a copy of the Response Form for Required Criminal Background Checks which lists the names of any individuals in the contractor’s work-force who have been fingerprinted to Baltimore County Public Schools, Office of Investigations and Records Management, 6901 N. Charles Street, Building B, Towson, Maryland 21204, or fax to 410-296-2158. A contractor’s employee may not begin to work until final clearance by BCPS. BCPS will issue fingerprint clearance cards, which will be sent to the vendor for distribution to the vendor’s employees. If after review of the criminal history reports BCPS determines that the vendor’s employees are ineligible to work on BCPS property as a result of criminal history, the vendor will be notified by BCPS. BCPS may, at its discretion, deny a member of the vendor’s workforce for criminal history as set forth in §6-113 of the Education Article of the Maryland Code, as well as for habitual or recent criminal activity, pending criminal charges or probation that has not yet been fully satisfied.

Thank you for understanding why this requirement is so critical to the safety of all of our students.

Sincerely,

*Melanie L. Webster*

Melanie L. Webster  
Purchasing Manager  
Office of Purchasing

# BACKGROUND CHECK REQUIREMENTS FOR CONTRACTORS SUMMARY DOCUMENT

BACKGROUND CHECK REQUIREMENTS for CONTRACTORS of Baltimore County Public Schools (BCPS)-COMPLETE INSTRUCTIONS with attachments (\*8 attachments)

**Attached and below** please find the information for printing contractors who will work on BCPS property:

- **Letter to Contractors\*** – *This letter explains the law and information related to fingerprinting of contractor employees.*
  - **Fingerprinting Providers** –All individuals in your work-force who will work on BCPS property are required to be fingerprinted for BCPS at CJIS-Central Repository located at 6776 Reisterstown Road, Suite 102, Baltimore Maryland 21215  
*or* at one of the approved private providers, which can be found at: <https://www.dpscs.state.md.us/publicservs/fingerprint.shtml>
- **Fingerprinting Flyer\*** – *This form must be given to each employee to be taken with them to the fingerprint provider so that BCPS will receive the criminal record reports.*
- **COMAR Barrier Crimes (English and Spanish)\*** – *Anyone with any of the crimes listed on the COMAR Barrier Crimes list will not be permitted to work on BCPS property. Also, anyone with **pending** criminal charges or anyone **currently** on probation will not be permitted to work on BCPS property.*
- **Response Form For Required Criminal Background Checks\*** – *This form should be filled out and sent to BCPS **right after your employees have been sent to be fingerprinted.** The form may be faxed, scanned and emailed to Melinda Basler ([mbasler@bcps.org](mailto:mbasler@bcps.org)) or mailed to the Office of Investigations and Records Management. It should contain the names of each employee that has been sent to be fingerprinted to work on BCPS property.*
  - **RESPONSE FORMS SHOULD ONLY LIST NAMES ALREADY FINGERPRINTED AND MUST BE RECEIVED WITHIN 10 BUSINESS DAYS OF SENDING EMPLOYEES TO BE PRINTED.**
- **Authorization and Release Affirmation \*** – *along with the Response Form, you **must also include a completed, signed release form for each employee who is fingerprinted.** We cannot accept any criminal reports without a signed release affirmation.*
  - The attached NONCRIMINAL JUSTICE APPLICANT’S PRIVACY RIGHTS \* and PRIVACY ACT STATEMENT\* must be distributed to each listed employee. (receipt to be indicated on affirmation form):

**Please note the following documents need to be returned to Baltimore County Public Schools, Office of Investigations and Records Management, scan and email to Melinda Basler ([mbasler@bcps.org](mailto:mbasler@bcps.org)) or fax: 410-296-2158:**

- **Response form listing all employees who have been printed**
- **Signed Authorization and Release Affirmation for each listed employee**



**FINGERPRINT AUTHORIZATION NUMBER:**

**9000017493**

**ORI CODE (FOR CHILDCARE):**

**MD 004455Y**

**This flyer must be taken with you when you go to be fingerprinted for  
BALTIMORE COUNTY PUBLIC SCHOOLS**

All contractors being fingerprinted for Baltimore County Public Schools (BCPS) need to present this flyer when being fingerprinted by the Maryland Criminal Justice System (CJIS) or an approved provider. These codes will allow BCPS to receive a copy of the background check. Once the background check has been received by BCPS and reviewed, a fingerprint card will be mailed to the contractor company. *No contractor's employee is cleared to work on BCPS property until this fingerprint card is received by the contractor company.*

**PRESENT TO PRIVATE  
PROVIDER TO BE  
FINGERPRINTED FOR :**

**BALTIMORE COUNTY  
PUBLIC SCHOOLS**

**DIVISION OF HUMAN  
RESOURCES**

**EMPLOYMENT DISPUTE  
RESOLUTION**

**OFFICE OF  
INVESTIGATIONS AND  
RECORDS MANAGEMENT**





## COMAR BARRIER CRIMES

UNDER MARYLAND LAW, BALTIMORE COUNTY PUBLIC SCHOOLS **CANNOT HIRE** ANYONE WHO HAS **EVER** BEEN **CONVICTED** OF THE FOLLOWING CRIMES:

- **Abduction**
- **Armed carjacking**
- **Arson**
- **Assault in the first degree**
- **Assault with intent to commit a sexual offense in the 2nd degree**
- **Assault with intent to murder**
- **Assault with intent to rape**
- **Assault with intent to rob**
- **Carjacking**
- **Child abuse in the 1st degree**
- **Child abuse of a minor**
- **Handgun in the commission of a felony or other crime of violence**
- **Kidnapping**
- **Maiming**
- **Manslaughter (except involuntary manslaughter)**
- **Mayhem**
- **Murder**
- **Rape**
- **Robbery**
- **Sexual abuse of a Minor**
- **Sexual offense in the 1<sup>ST</sup>, 2<sup>ND</sup> or 3<sup>rd</sup> degree**







## CRÍMENES DE BARRERA COMAR

BAJO LA LEY DE MARYLAND, LAS ESCUELAS PÚBLICAS DEL CONDADO DE BALTIMORE **NO PUEDEN CONTRATAR** A NADIE QUE HA SIDO **CONDENADO** POR LOS SIGUIENTES CRÍMENES:

- **Rapto**
- **Secuestro armado de vehículo**
- **Incendio provocado**
- **Asalto de primer grado**
- **Asalto con intención de cometer una ofensa sexual de 2ndo grado**
- **Asalto con intención de asesinar**
- **Asalto con intención de violar**
- **Asalto con intención de robar**
- **Secuestro de vehículo**
- **Maltrato infantil de 1er grado**
- **Maltrato infantil de un menor**
- **Uso de una pistola para cometer un delito mayor u otro crimen de violencia**
- **Secuestro**
- **Mutilación**
- **Homicidio (con la excepción de homicidio involuntario)**
- **Caos**
- **Asesinato**
- **Violación**
- **Robo**
- **Abuso sexual de un menor**
- **Ofensa sexual de 1er, 2ndo o 3er grado**





**BALTIMORE COUNTY PUBLIC SCHOOLS**  
**DIVISION OF HUMAN RESOURCES**  
 Employment Dispute Resolution  
 Office of Investigations and Records Management  
 6901 Charles Street, Building B  
 Towson, MD 21204  
 Phone: 443-809-8941; Fax: 410-296-2158

## Response Form for Required Criminal Background Checks

PLEASE COMPLETE AND RETURN  
**AS SOON AS YOUR EMPLOYEES HAVE BEEN FINGERPRINTED TO:**  
 BALTIMORE COUNTY PUBLIC SCHOOLS  
 Office of Investigations and Records Management  
 Confidential Fax to: 410-296-2158

Under Maryland law (§6-113 of the Education Article of the Maryland Code) enacted in July 2015, any contractor or member of the contractor’s workforce who will be working on Baltimore County Public Schools (BCPS) property must undergo a criminal background check, including fingerprinting. This law is in conjunction with the Maryland law stating that contractors may not knowingly employ a registered sex offender to work on school property.

**RESPONSE FORMS SHOULD ONLY LIST NAMES ALREADY FINGERPRINTED AND MUST BE RECEIVED WITHIN 10 BUSINESS DAYS OF SENDING EMPLOYEES TO BE PRINTED. IF NOT RECEIVED IN THAT TIME FRAME RE-PRINTS AT CONTRACTORS EXPENSE MAY BE REQUIRED.**

*Only list names for which you are including a signed Authorization and Release Affirmation form.*

**SECTION 1: CONTRACTOR INFORMATION – to be completed for new contracts and current contract extensions.**

Company Name: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
 Complete Mailing Address: \_\_\_\_\_  
 Email: \_\_\_\_\_ Date employees were printed: \_\_\_\_\_  
 BCPS Work Location: \_\_\_\_\_

**SECTION 2: NAMES OF CONTRACTOR’S EMPLOYEES WHO HAVE BEEN FINGERPRINTED**

The following individuals have undergone a criminal fingerprint-based background check, specifically for childcare:

Name \_\_\_\_\_ Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Name \_\_\_\_\_ Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Name \_\_\_\_\_ Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Name \_\_\_\_\_ Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_

**SECTION 3: SIGNATURE & RELEASE REQUIREMENTS**

**THIS FORM MUST BE ACCOMPANIED BY A SIGNED *Authorization and Release Affirmation* for each name listed.**

This documentation confirms that the company’s direct employees, and those of any subcontractors and/or independent contractors assigned by this company to perform work on BCPS property under the contract, meet the criminal fingerprint-based background check obligation as specified in Maryland Law, §6-113 of the Education Article of the Maryland Code and are legally authorized to work in the United States in accordance with the U.S. Citizenship and Immigration Services standards of employment eligibility.

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Title: \_\_\_\_\_ Printed Name: \_\_\_\_\_



**BALTIMORE COUNTY PUBLIC SCHOOLS**  
**DIVISION OF HUMAN RESOURCES**  
Employment Dispute Resolution  
Office of Investigations and Records Management  
6901 Charles Street, Building B  
Towson, MD 21204  
Phone: 443-809-8941; Fax: 410-296-2158

## Response Form for Required Criminal Background Checks

**Continued: NAMES OF CONTRACTOR'S EMPLOYEES WHO HAVE BEEN FINGERPRINTED**

Name _____	Date of Birth ____/____/____
Name _____	Date of Birth ____/____/____
Name _____	Date of Birth ____/____/____
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Name _____	Date of Birth ____/____/____
Name _____	Date of Birth ____/____/____
Name _____	Date of Birth ____/____/____

**AUTHORIZATION AND RELEASE FOR THE PROCUREMENT OF A  
INVESTIGATIVE REPORT FOR CONTRACTOR**

I, \_\_\_\_\_ (print full legal name clearly) do hereby authorize **BALTIMORE COUNTY PUBLIC SCHOOLS**, by and through the fingerprint provider to procure a fingerprint-based investigative criminal history records report on me.

The above-mentioned reports include Federal Bureau of Investigation (FBI) and State of Maryland criminal records reports.

I further authorize any person, business entity or governmental agency who may have information relevant to the above to disclose the same to **BALTIMORE COUNTY PUBLIC SCHOOLS**, including, but not limited to, any courthouse, any public agency, and any and all law enforcement agencies, regardless of whether such person, business entity or governmental agency compiled the information itself or received it from other sources.

I hereby release **BALTIMORE COUNTY PUBLIC SCHOOLS**, as well as my current employer, \_\_\_\_\_ (PRINT EMPLOYER NAME CLEARLY), and any and all persons, business entities and governmental agencies, whether public or private, from any and all liability, claims and/or demands, of whatever kind, to me, my heirs or others making such claims or demands on my behalf, for procuring, providing and/or assisting with the compilation or preparation of the investigative report hereby authorized.

*\*PLEASE NOTE THAT **BALTIMORE COUNTY PUBLIC SCHOOLS** MAY RECEIVE ALERT NOTICES WHEN FUTURE ARRESTS / COURT DATES / CRIMINAL INFORMATION IS POSTED TO THE FBI AND/OR THE STATE OF MARYLAND.*

My initials below **affirm that I have received copies** of the following documents as required by the FBI:

**NONCRIMINAL JUSTICE APPLICANT'S PRIVACY RIGHTS:** \_\_\_\_\_

**PRIVACY ACT STATEMENT:** \_\_\_\_\_

Signature \_\_\_\_\_ Date of Birth \_\_\_\_\_

Date signed \_\_\_\_\_

## NONCRIMINAL JUSTICE APPLICANT'S PRIVACY RIGHTS

As an applicant who is the subject of a national fingerprint-based criminal history record check for a noncriminal justice purpose (such as an application for employment or a license, an immigration or naturalization matter, security clearance, or adoption), you have certain rights which are discussed below.

- You must be provided written notification<sup>1</sup> that your fingerprints will be used to check the criminal history records of the FBI.
- You must be provided, and acknowledge receipt of, an adequate Privacy Act Statement when you submit your fingerprints and associated personal information. This Privacy Act Statement should explain the authority for collecting your information and how your information will be used, retained, and shared.<sup>2</sup>
- If you have a criminal history record, the officials making a determination of your suitability for the employment, license, or other benefit must provide you the opportunity to complete or challenge the accuracy of the information in the record.
- The officials must advise you that the procedures for obtaining a change, correction, or update of your criminal history record are set forth at Title 28, Code of Federal Regulations (CFR), Section 16.34.
- If you have a criminal history record, you should be afforded a reasonable amount of time to correct or complete the record (or decline to do so) before the officials deny you the employment, license, or other benefit based on information in the criminal history record.<sup>3</sup>

You have the right to expect that officials receiving the results of the criminal history record check will use it only for authorized purposes and will not retain or disseminate it in violation of federal statute, regulation or executive order, or rule, procedure or standard established by the National Crime Prevention and Privacy Compact Council.<sup>4</sup>

If agency policy permits, the officials may provide you with a copy of your FBI criminal history record for review and possible challenge. If agency policy does not permit it to provide you a copy of the record, you may obtain a copy of the record by submitting fingerprints and a fee to the FBI. Information regarding this process may be obtained at <https://www.fbi.gov/services/cjis/identity-history-summary-checks>.

If you decide to challenge the accuracy or completeness of your FBI criminal history record, you should send your challenge to the agency that contributed the questioned information to the FBI. Alternatively, you may send your challenge directly to the FBI. The FBI will then forward your challenge to the agency that contributed the questioned information and request the agency to verify or correct the challenged entry. Upon receipt of an official communication from that agency, the FBI will make any necessary changes/corrections to your record in accordance with the information supplied by that agency. (See 28 CFR 16.30 through 16.34.)

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<sup>1</sup> Written notification includes electronic notification, but excludes oral notification.

<sup>2</sup> <https://www.fbi.gov/services/cjis/compact-council/privacy-act-statement>

<sup>3</sup> See 28 CFR 50.12(b).

<sup>4</sup> See 5 U.S.C. 552a(b); 28 U.S.C. 534(b); 42 U.S.C. 14616, Article IV(c); 28 CFR 20.21(c), 20.33(d) and 906.2(d).

## PRIVACY ACT STATEMENT

**Authority:** The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

**Social Security Account Number (SSAN).** Your SSAN is needed to keep records accurate because other people may have the same name and birth date. Pursuant to the Federal Privacy Act of 1974 (5 USC 552a), the requesting agency is responsible for informing you whether disclosure is mandatory or voluntary, by what statutory or other authority your SSAN is solicited, and what uses will be made of it. Executive Order 9397 also asks Federal agencies to use this number to help identify individuals in agency records.

**Principal Purpose:** Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

**Routine Uses:** During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

**Additional Information:** The requesting agency and/or the agency conducting the application-investigation will provide you additional information pertinent to the specific circumstances of this application, which may include identification of other authorities, purposes, uses, and consequences of not providing requested information. In addition, any such agency in the Federal Executive Branch has also published notice in the Federal Register describing any systems(s) of records in which that agency may also maintain your records, including the authorities, purposes, and routine uses for the system(s).