

SOLICITATION NUMBER: JBO-701-20



SPECIFICATION AND PROPOSAL

FOR

INSPECTION, MAINTENANCE, REPAIR AND INSTALLATION OF STAGE CURTAIN SYSTEMS

SOLICITATION NUMBER: **JBO-701-20**

BID ISSUED DATE: **July 31, 2019**

PRE-BID: A PRE-BID meeting is scheduled for **August 7, 2019, 2:30 P.M.**, at Department of Facilities Management, 9610 Pulaski Park Drive Suite 204, Baltimore, Maryland 21220.

DUE DATE: **August 28, 2019**

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

RETURN TO: BALTIMORE COUNTY PUBLIC SCHOOLS
OFFICE OF PURCHASING
JBO-701-20 Attn: Jamika Bowen
6901 Charles Street, Building "E", 1st Floor
Towson, Maryland 21204

PUBLIC OPENING: Same date, (10 minutes after due time)
Conference Room
6901 Charles Street, Building "E", 1st Floor
Towson, Maryland 21204

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

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

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

BALTIMORE COUNTY PUBLIC SCHOOLS

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

INVITATION FOR BIDS:

The Board of Education of Baltimore County invites firms to bid on “**INSPECTION, MAINTENANCE, REPAIR, AND INSTALLATION OF STAGE CURTAIN SYSTEMS**” for Baltimore County Public Schools, **Solicitation Number JBO-701-20**. Procurement questions can be emailed to Jamika Bowen at JBowen@bcps.org. You must identify the solicitation number, within your email message. Verbal questions will not be taken.

Suppliers proposing to bid may secure a set of solicitation documents after 2:00 P.M. (EST), on or after **July 31, 2019**. Solicitation documents can be obtained electronically by emailing request to: JBowen@bcps.org. Email requests MUST include bidders’ corporate address, phone number, fax number, and representatives contact name. Additionally, hard copy contract documents are available for pickup at the Office of Purchasing, 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204. There is no cost for the solicitation.

A pre-bid meeting is scheduled for **August 7, 2019, 2:30 P.M.**, at Department of Facilities Management, 9610 Pulaski Park Drive, Suite 204, Baltimore, Maryland 21220.

Sealed bids will be received until **August 28, 2019 no later than 2:00 P.M.** in the Office of Purchasing at Baltimore County Public Schools Office of Purchasing, located at 6901 Charles Street, Building "E", 1st Floor, Towson, Maryland 21204.

This solicitation is being offered to select a supplier(s) to provide qualified and skilled technicians to inspect, perform preventative maintenance services, repairs, and/or installation of stage curtains systems to include all curtains, and rigging. (Commodity Code: 52131501 Curtains; 52131500 Curtains & Draperies; 72153604 Drapery track installation 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



Cooperative Rider Clause

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Baltimore Metropolitan Council ("BMC") and the Metropolitan Washington Council of Governments ("MWCOC") to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region ("region").

Format

A lead agency format is used to accomplish this work. The lead agency has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

1. Terms

- a. Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.
- b. Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

2. Other Conditions - Contract and Reporting

The supplier/contractor and participating entity agree:

- a. The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;
- b. To provide to BMC and/or MWCOC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;
- c. Contract obligations rest solely with the participating entities only;
- d. Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region.

A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links <http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives> and www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/

BALTIMORE COUNTY PUBLIC SCHOOLS

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

1. AN INVITATION TO BID

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

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

2. BID PREPARATION, PROPOSAL SHEET, BID OPENING

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

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

3. **BONDING**

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

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

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

4. COMPLIANCE WITH SPECIFICATIONS

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

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

5. DEVIATIONS TO SPECIFICATIONS

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

6. BID PRICES

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

- 1. BCPS Tax Exempt Number is 30001110.

7. SAMPLES, CATALOGS AND CATALOG CUTS

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

8. BIDDING PROCEDURE AND BID AWARDS

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

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

9. ANNULMENTS AND RESERVATIONS

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

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

10. APPEAL PROCESS

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

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

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

11. DELIVERY REQUIREMENTS

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

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

12. **INSPECTIONS**

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

13. **GUARANTEE AND WARRANTIES**

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

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

14. BILLING AND PAYMENT DISCOUNTS

ALL INVOICE MUST INCLUDE THE BCPS CONTRACT NUMBER

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

 Invoice Mailing Address:
 Baltimore County Public Schools
 Office of Accounting
 6901 Charles Street, Building "E"
 Towson, Maryland 21204
- b. Invoices will be returned for correction unless they contain the following information: Item Numbers; Description of Item; Quantity; Unit Price extensions and total. Each invoice shall identify the BCPS Purchase Order Number, and the items shall be listed in the same order as on the Proposal and/or Purchase Order.
- c. Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments may be paid if partial shipments have been made.
- d. Standard BCPS payment terms are net 30 days. Payments made directly by BCPS will be made within 30 days from invoice date or receipt of goods, whichever is later. Payments made by any other agency may not meet these terms.
- e. BCPS will not pay freight bills. Delivery shall be F.O.B. to the destination(s) as noted on Purchase Order.

15. **LAWS, REGULATIONS AND PERMITS**

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

16. **INSURANCE**

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

17. **SAFETY REQUIREMENTS**

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

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

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

18. **SUB-CONTRACTORS**

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

19. LIQUIDATED DAMAGES

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

20. TERMINATIONS OF CONTRACT

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

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

21. GOVERNING LAW AND VENUE

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

22. WAIVER OF JURY TRIAL

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

23. ADDENDA

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

24. INDEMNIFICATION

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

25. LIMITED LIABILITY

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

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

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

27. MULTI-AGENCY PARTICIPATION

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

28. INCLEMENT WEATHER

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

29. ILLEGAL IMMIGRANT LABOR

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

30. FOREIGN LANGUAGE TRANSLATOR REQUIREMENT

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

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

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

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

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

32. FORCE MAJEURE

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

33. ASSIGNMENT

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

34. DRUG, TOBACCO, AND ALCOHOL

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

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

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

35. ACCESS TO PUBLIC RECORDS ACT NOTICE

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

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

36. CRIMINAL BACKGROUND CHECKS

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

37. REPORTS

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

END OF PART I: GENERAL TERMS AND CONDITIONS

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BALTIMORE COUNTY PUBLIC SCHOOLS

DIVISION OF BUSINESS SERVICES
DEPARTMENT OF FISCAL SERVICES
OFFICE OF PURCHASING

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

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Part 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 provide qualified and skilled technicians to inspect, perform preventative maintenance services, repairs, and/or installation of stage curtains systems to include all curtains, and rigging, (approximately 200 schools and offices). Award Bidder(s) shall complete specific projects in the conjunction with renovations, additions, demolition, damages, critical equipment failures and modifications at any BCPS site. The work is typical for Stage Curtain Systems Installation, PM, repairs and services and will include all aspects of system troubleshooting, system repair, curtain cleaning, curtain repair, curtain storage and new work. The Award Bidder(s) shall furnish all supervision for services at the site, plant, labor, materials, supplies, equipment and other facilities necessary to properly provide for the services and repairs in accordance with standard practices and/or the specifications, as well as, manufactures recommendations. All work will be in complete compliance with all governing safety and code regulations. 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

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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 five (5) years and hold manufacturer's certifications to repair, maintain and install stage curtains and stage curtain systems. Bidders who cannot

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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 Bidders responding 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:
 - 2.6.1 Provide the name and date of hire for each full time (not contractual) individual, currently employed by the firm, who will be used on any BCPS project.
 - 2.6.2 Bidders are required to submit a minimum of four (4) certified technicians (Two active licensed/certified technicians and two active licensed/certified Apprentices/helpers). Certified Technicians must have at least five years' experience and hold manufacturer's certifications to repair, maintain and install stage curtains and stage curtain systems. Apprentices/helpers should have at least one year experience and be actively engaged the trade.
 - 2.6.3 The authorized representative of the bidder must sign the form affirming that these are full time properly trained, experienced, and certified employees and not part time, contractual, or temporary employees. The Bidder agrees that these are the only assigned employees to be used for work at BCPS sites.

- 2.7 Award Bidder(s) shall establish a corporate email address in lieu of a personal email address dedicated to BCPS.
Example: bcpsopportunities@xyzcontracting.com

3.0 Award Bidder Assigned Employees

- 3.1 The Award Bidder(s) shall provide a copy of ALL related certifications and or licenses held by each of its assigned employees listed on the "Certified Technician Form" with the bid.
- 3.2 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.
- 3.3 The Award Bidder has the right to add individuals to the "Certified Technician Form" throughout the term of contract. However, BCPS reserves the right to review these 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:
- 3.3.1 Submit the assigned employee name and last two years work history to BCPS for review. Work history must include previous employers contact information.
- 3.3.2 Provide a copy of ALL related certifications and licenses for each assigned employee.
- 3.3.3 BCPS must be notified of Award Bidder(s) intent to replace worker within one (1) business day of original workers departure. Award Bidder shall provide proof of required certifications for the new worker within ten (10) business days of assignment to BCPS contract.
- 3.4 Utilizing any employee not previously approved by BCPS is reason for immediate termination of the contract for cause.
- 3.5 Award Bidder(s) 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.
- 3.6 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.
- 3.7 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.

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- 3.8 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 Call BCPS site.
- 4.2.2 Schedule appointment with **Building Operations Supervisor**.
- 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 **Bonding and Certificates of Insurance**

- 5.1 A Bid Bond is NOT required for this solicitation.
- 5.2 PERFORMANCE AND PAYMENT BONDS
- 5.2.1 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.
- 5.2.2 The cost of the performance bond and/or payment bond shall be included in the quote amount for each specific BCPS project.

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- 5.2.3 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.
- 5.2.4 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", 1st Floor, Towson, Maryland 21204". Send or have delivered all, performance bonds, and payment bonds to the attention of:

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

5.3 CERTIFICATES OF INSURANCE

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

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

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

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

- 5.3.1.3 The Certificates of Insurance cancellation notice shall read:

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

NOTE: ALL other wording shall be deleted.

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

Raising the bar, Closing gaps, Preparing for our future
An Affirmative Action Employer

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- 5.3.2.1 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.
- 5.3.2.2 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.
- 5.3.2.3 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.
- 5.3.2.4 All required insurers allowed to do business in the State of Maryland and acceptable to the Board must underwrite insurance coverage. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A.M. Best Company. The Board hereby grants specific approval for the acquisition of workers compensation and employer's liability insurance from the Chesapeake Employers Insurance Company.
- 5.3.3 Cost of Insurance shall be included in the bid amount.
- 5.3.4 If Award Bidder fails to execute and deliver the signed Contract and Certificates of Insurance within ten (10) business days from receipt of the Contract, BCPS reserves the right to rescind award.

6.0 Small Business and/or Certified Minority Business Enterprises

- 6.1 It is the intent of BCPS to achieve a minimum of fifteen percent (15%) of the total dollar value of the contracts resulting from this solicitation to be made to Small

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Business and/or certified Minority Business Enterprises either directly or indirectly.

6.1.1 Definitions:

6.1.1.1 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

6.1.1.2 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.

6.1.1.3 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.

6.2 The following documentation shall be considered as part of the contract and shall be furnished **with your proposal/bid**. All of these forms must be completed or acknowledged within the "FORM of PROPOSAL".

Note that some forms may not apply: they can be marked "N/A" on the top, and the form left blank.

Reference the chart directly below:

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

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

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

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

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

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

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

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

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

6.2.4.1 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;

6.2.4.2 An explanation of why the stated goal is not possible;

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

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- 6.3 The MBE Liaison will review and accept or reject the SBE/MBE material that is submitted, and may obtain legal advice or assistance from its attorney.
- 6.4 The MBE Liaison may assist the apparent low bidder in identifying certified minority businesses that could participate in the contract.
- 6.5 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.

7.0 **Bid Submission**

- 7.1 Return of bids to: BALTIMORE COUNTY PUBLIC SCHOOLS
OFFICE OF PURCHASING
JBO-701-20 Attn: Jamika Bowen
6901 Charles Street, Building "E", 1st Floor
Towson, Maryland 21204
 - 7.1.1 Bids must have the Bid Due Date and Time, bidder's name, and the above address on the OUTSIDE of the return envelope. Plainly print the words "SEALED BID" on the outside of the envelope to avoid premature opening of the bid.
 - 7.1.2 All bids must be delivered to the above address by the specified due date and time. Bids returned to any other address will not be considered.
- 7.2 Proposals shall include all of the following, as outlined within "SECTION 004000-FORM OF PROPOSAL":
 - 7.2.1 Section 004000-1: Cover Page.
 - 7.2.2 Section 004000-2: "Price Proposal – Instructions"
 - 7.2.3 Section 004000-3-6: "Price Proposal Pages". Complete, sign and return with bid.

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- 7.2.4 Section 004000-7: "Certified Technician Form". Complete, sign and return with bid.
- 7.2.5 Section 004000-8: "References". Complete, sign and return with bid.
- 7.2.6 Section 004000-9: "Addenda". Bidders are reminded that the "Addenda" page should be completed and returned whether or not an actual addenda page was issued for this bid. Complete, sign and return with bid.
- 7.2.7 Section 004000-10: "Proposal Sheet". Complete, sign and return with bid.
- 7.2.8 Section 004000-11: "State of Maryland Anti-Bribery Affidavit" & "State of Maryland Tax Certification" (on same page). Complete, sign and return with bid.
- 7.2.9 Section 004000-12: "Certification Regarding U.S. Government Debarment, Suspension, Ineligibility, and Voluntary Exclusion". Complete, sign and return with bid.
- 7.2.10 Section 004000-13: "Small Business Enterprise Affidavit". Complete, sign and return with bid.
- 7.2.11 Section 004000-14: "Small and Minority Business Enterprise Utilization Affidavit". Complete, sign, and return with bid.
- 7.2.12 Section 004000-15: "SBE/MBE Statement of Intent". Complete, sign and return with bid.
- 7.2.13 Section 004000-16: "SBE/MBE Request For Waiver". Complete, sign, notarize and return with bid".
- 7.2.14 Section 004000-17: "No Bid Page". This page should only be returned if not participating in the bid.
- 7.2.15 All other information and/or forms and/or affidavits specified in Specifications Part II, Technical Specifications, and/or Addenda issued.
- 7.3 All proposals shall be "original". No proposal copies or duplication shall be provided to BCPS at time of bid. Submit one complete original proposal only.
- 7.4 Proposals received after the published due date/due time will be rejected as non-responsive.
- 7.5 Proposals submitted improperly and/or incomplete may be deemed as non-responsive.

8.0 Bidder Registration

- 8.1 Bidders are invited to register on the BCPS “Vendor Self-Service” (VSS). Award Bidder(s) are required to register. Please follow the registration instructions below:
 - 8.1.1 Type the following into your browser:
http://businessservices.bcps.org/departments/fiscal_services/purchasing/
 - 8.1.2 Select: “Vendors”
 - 8.1.3 Select: “Vendor Self Service”. (VSS supports the following browsers only: Microsoft Internet Explorer v8 or higher and Mozilla Firefox v2.2 or higher)
 - 8.1.4 Complete the application. Record your UserID and Password for future use.
- 8.2 Entering your corporate information into the VSS website is the first step in doing business with BCPS. If you have already done business with BCPS in the past, much of your information may already be present. You may only have to confirm or update the existing information.
- 8.3 Parties interested in conducting business with BCPS are encouraged to visit the Office of Purchasing website:
http://businessservices.bcps.org/departments/fiscal_services/purchasing/
Click onto “BCPS Invitation To Bid”. The list is updated on a weekly basis.

9.0 Inquiries

- 9.1 No interpretation of the meaning of the plans, specifications, or other contract documents will be made to any bidder orally. To be given consideration, inquiries must be received at least seven (7) business days prior to the date fixed for the opening of bids, so that they may be responded to in a timely fashion.
- 9.2 Any inquiries regarding the “SPECIFICATIONS” and/or the “SOLICITATION DOCUMENT” shall be IN WRITING and directed to Jamika Bowen at e-mail: Jbowen@bcps.org.
- 9.3 Any inquiries regarding the “MBE and/or SBE PARTICIPATION” in this bid shall be directed to Melanie Webster at e-mail: mwebster@bcps.org. Please copy the Purchasing Agent.

10.0 Addenda and/or Explanation of Bid Documents

- 10.1 All changes to the bid specifications and/or drawings will be made through the appropriate addenda. Any and all such interpretations and any supplemental instructions will be available to all bidders who pick up a copy of the bid.

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Addenda will be issued at least five (5) business days prior to the date fixed for the opening of bids, unless the addendum issued extends the due date of the bid.

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

11.0 Bid Opening

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

12.0 Award of Contract

- 12.1 Method of award will be to the responsive and responsible bidder offering the most favorable "COMPUTED ITEM COST". BCPS reserves the right to make awards of contract to multiple bidders.
- 12.2 BCPS shall develop a price scenario formula to calculate the "COMPUTED ITEM COST". This pre-determined price scenario formula will apply a multiplier to each "ITEM". The sum of which will be combined to determine the "COMPUTED ITEM COST". The BCPS formula applied to award computation shall be available upon request anytime after the posted Due Date/Time.
- 12.3 Responsive and responsible bidders responding to the solicitation shall be ranked, based upon their "COMPUTED ITEM COST".
- 12.4 While pricing will be given primary consideration in evaluation of all proposals meeting specifications, successful bidder(s) must be able to document their ability to service an account of this size and, also, be able to guarantee completion of work on time. BCPS reserves the right to award to bidder(s)

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receiving the most favorable proposal evaluation and providing best in class, overall value to BCPS per ITEM.

- 12.5 BCPS is not obligated to contract for all "ITEMS" as listed on the Price Proposal Sheet(s).
- 12.6 Time is of the essence. Submission of a proposal/bid, in response to this solicitation, shall mean that the Bidder can complete all work "as specified" within the specified time frame.
- 12.7 BCPS does not guarantee that all or any work will be done and reserves the right to reject all bids and to re-bid at its discretion. BCPS reserves the right to issue separate formal bids for any repair and/or installation services.
- 12.8 BCPS reserves the right to add award bidder(s) to this contract if the initial award bidders cannot fulfill all of the requirements.

13.0 Term of Contract

- 13.1 The term of the contract shall commence from the day of signing of the contract after the Board of Education of Baltimore County's approval, and all terms and conditions shall remain in effect for five (5) years thereafter.
- 13.2 BCPS reserves the right to terminate the contract for convenience at any time by providing the Award Bidder thirty (30) days prior written notice. The Award Bidder does not have a right to termination for convenience.
- 13.3 On an annual basis, BCPS and the Award Bidder(s) shall meet and confer regarding performance and modifications to the contract.
- 13.4 BCPS reserves the option to extend this contract for an additional period upon mutual agreement and under the same terms, conditions, and pricing.

14.0 Assignment of Work

- 14.1 At its sole discretion, BCPS reserves the following rights:
 - 14.1.1 To perform any work at any site utilizing "in-house/BCPS personnel" for any project
 - 14.1.2 To issue a new solicitation for these services at any one or combination of sites, separate from this bid
 - 14.1.3 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.

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- 14.2 This contract is to be utilized for projects with an estimated value not exceeding \$200,000. If a project estimate exceeds this threshold, the Office of Purchasing reserves the right to issue a formal solicitation.
- 14.3 BCPS reserves the right to utilize Hourly Labor Rates (Regular, Off Hours, Emergency) submitted by Award Bidder(s) in response to this solicitation for work and for projects that are less than \$30,000.
- 14.4 For projects under \$30,000, BCPS shall reserve the right to obtain in writing, "Request for Quote" (RFQ) from Award Bidder(s). BCPS reserves the right to award the project to the company offering the most favorable quote (as determined by BCPS). It is important to note that the most favorable quote may not be the one offering the lowest price. BCPS may evaluate the quote based on the starting and completion dates provided by the bidders with their quote for that project and the subsequent effect this will have on the school curriculum. Time is of the essence.
- 14.5 For projects exceeding \$30,000, BCPS will obtain in writing, "Request for Quote" (RFQ) from all Award Bidder(s). BCPS reserves the right to award the project to the company offering the most favorable quote (as determined by BCPS). It is important to note that the most favorable quote may not be the one offering the lowest price. BCPS may evaluate the quote based on the starting and completion dates provided by the bidders with their quote for that project and the subsequent effect this will have on the school curriculum. Time is of the essence.
- 14.6 For projects exceeding \$30,000, the cost of performance and payment bonds shall be included in the quote amount. Performance and payment bonds must be submitted to the Project Manager by the RFQ Award Bidder.
- 14.7 The type of "Request for Quote" (RFQ) shall be communicated to Award Bidder(s) by BCPS. Pricing methodology to be utilized by Award Bidder(s) will be specified in writing by BCPS at time of RFQ issuance. Some examples of RFQ types include:
- Not to Exceed
 - Lump Sum/ Firm Fixed Price/Base Bid
 - Cost-plus-fee
 - Design-build/Turnkey
 - Informational Budget Estimate
- 14.8 BCPS reserves the right as a component of future RFQs, to accept Award Bidder's use of Hourly Labor Rate(s) equal or below those which were submitted in response to this solicitation.
- 14.9 BCPS reserves the right to request that Award Bidder(s) utilize the Hourly Labor Rate(s) submitted in response to this solicitation as a component of the RFQ.

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- 14.10 BCPS reserves the right to request that Award Bidder(s) provide breakout costs as an attachment to the RFQ invoice.
- 14.11 Award Bidder(s) will not be paid for visiting a BCPS site to provide RFQ, and/or for any pre-examination of work.
- 14.12 Award Bidder(s) must include contract number on all quotes.
- 14.13 To maintain Award Bidder status, Award Bidder(s) shall respond to EVERY RFQ. If a contractor is unable to provide a quote for ANY reason, they must submit a "NO QUOTE"/"No Bid" response. FAILURE to respond may result in termination of the contract with that Award Bidder.
- 14.14 All RFQ's provided by Award Bidder to BCPS **must** include the contract number.

15.0 **Hourly Rates**

- 15.1 **"Regular Hourly Labor Rate"** for repair services, installation services, and/or testing services. In effect from 7:00 A.M. until 5:00 P.M. EST Monday through and including Friday. The rate is for one (1) certified technician, on-site working. Inclusive of all overhead, including but not limited to: driving time to and from the job site, materials, proper disposal, paperwork, salary of employees, and profit. The hourly rate must include overseeing and providing the work. The rate shall not include special equipment rental charges (i.e. aerial lifts, boom lifts, scissor lifts). Award Bidder shall respond as specified and required by BCPS when the request for service is placed. Reference Part II: Specifications–General Requirements, Section 19.0 Response Time, for detailed response time requirements.
- 15.2 **"Regular Hourly Labor Rate – Off Hours"** for repair services, installation services, and/or testing services. In effect Monday through and including Friday from 5:00 P.M. until 11:00 P.M. EST and Saturday from 7:00 A.M. until 3:00 P.M. EST. The rate is for one (1) certified technician, on-site working. Inclusive of all overhead, including but not limited to: driving time to and from the job site, materials, proper disposal, paperwork, salary of employees, and profit. The hourly rate must include overseeing and providing the work. The rate shall not include special equipment rental charges (i.e. aerial lifts, boom lifts, scissor lifts). Award Bidder shall respond as specified and required by BCPS when the request for service is placed. Reference Part II: Specifications–General Requirements, Section 19.0 Response Time, for detailed response time requirements.
- 15.3 **"Emergency Hourly Labor Rate"** for all emergency services. In effect twenty-four (24) hours a day, seven (7) days a week. Response time shall not be greater than (2) hours (as delineated within Part II: Specifications–General Requirements, Section 19.0 Response Time). The rate is for one (1) certified technician, on-site working. Inclusive of all overhead, including but not limited to: driving time to and from the job site, materials, proper disposal, paperwork,

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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).

- 15.4 **“Overtime Rate”** is 1.5 times the Regular Hourly Labor Rate and/or the Regular Hourly Labor Rate – Off Hours. Overtime will be paid for hours other than those specified in the Regular Hourly Labor Rate and/or the Regular Hourly Labor Rate – Off Hours. BCPS will not pay any overtime rates unless prior written authorization is received by Award Bidder(s). If overtime is requested by award bidder and approved by BCPS, award bidder may be responsible for paying BCPS custodial coverage fees on-site.
- 15.5 **“Holiday Hours” and/or “Double Time Rate”** are those hours worked on the following days: Christmas Day, New Years Day, Memorial Day, Labor Day, July 4th, and Thanksgiving Day. Holiday hours will be paid at the rate of two (2) times the Regular Hourly Labor Rate or the Emergency Hourly Labor Rate.
- 15.6 **“Working Hours”**: are those hours the assigned employees are actually on site working, excluding lunch time and/or breaks.
- 15.7 All hourly labor rates include the cost of consumable materials utilized by Award Bidder to facilitate install and/or for repair services. Some examples of consumable materials shall include, but not be limited to: cable ties, fasteners, tape, tags. BCPS shall not reimburse for any additional materials unless agreed to by BCPS in advance of the work.
- 15.8 BCPS shall not reimburse for travel expenses, or vehicle mileage, nor shall BCPS reimburse for travel time to obtain parts.
- 15.9 BCPS shall not reimburse for cell phone usage.
- 15.10 Award Bidder(s) shall be granted the option to request an adjustment to Hourly Labor Rates and line items on each contract anniversary date (Board approval date). All adjustment requests affecting hourly labor rates must be made in writing to the Office of Purchasing and in accord with the conditions outlined herein.
 - 15.10.1 Award Bidder(s) shall follow the instructions below to determine the proposed Consumer Price Index (CPI) adjustment prior to submitting a request for adjustment which may be applied to the “Hourly Rate” and line items. 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 Hourly Rate and the proposed Hourly Rate. The Office of Purchasing shall verify the proposed CPI adjustment.

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- 15.10.1.1 Access the U.S. Bureau of Labor Statistics website at the following internet address:
<http://www.bls.gov/cpi/home.htm>
- 15.10.1.2 Under the section "CPI Databases" click the "TOP PICKS" icon next to "All Urban Consumers (Current Series) (Consumer Price Index – CPI)".
- 15.10.1.3 Select from list "U.S. All items, 1982-84=100 – CUUR0000SA0". Select "Retrieve data".
- 15.10.1.4 Select "More Formatting Options". Select "12 Months Percent Change". Click "Retrieve Data"
- 15.10.1.5 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.)
- 15.10.1.6 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, 2011. The contract anniversary date is January 1. The U.S. Bureau of Labor Statistics has published data up to October 2011. Price adjustment would be based on the average from November 2010 to October 2011. This calculation shall include monthly U.S. Bureau of Labor Statistics data labeled as "Preliminary".
- 15.10.2 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.
 - 15.10.2.1 If the request is rejected, the contract for that item shall be terminated thirty (30) days from the date of BCPS rejection letter.
 - 15.10.2.2 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.

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15.10.2.3 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.

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

16.0 **Delivery**

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

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

16.3 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.

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

16.4.1 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.

16.4.2 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.

16.4.3 Award Bidder demonstrating habitual delivery deficiencies will be subject to termination of contract for cause.

16.5 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.

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

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- 16.7 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.
- 16.8 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.
- 16.9 BCPS shall not pay restocking fee for any returned product.

17.0 Substitutions

- 17.1. 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.
- 17.2 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.
- 17.3 All equipment and replacement components shall be new and unused. BCPS shall approve make and or model of replacement parts utilized.

18.0 Equipment

- 18.1 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.
- 18.2 All equipment of the Award Bidder shall be in good working condition and shall conform to required safety standards.
- 18.3 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.
- 18.4 Use of BCPS equipment is prohibited.

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- 18.5 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.

19.0 Response Time

19.1 Regular Service Calls:

- 19.1.1 Regular service requests shall be made in writing by BCPS and shall document the required service and time parameters for response. Response time shall be as specified and required by BCPS when the request for regular service is placed. BCPS may first notify Award Bidder via phone call; however, all requests for regular service shall be delineated in writing by BCPS.
- 19.1.2 Physical response times by Award Bidder for regular service calls shall not exceed seventy-two (72) hours from when request is made by BCPS. In some instances, BCPS may require a response time that exceeds the seventy-two (72) hour requirement. BCPS will make any such request in writing.
- 19.1.3 Notwithstanding the aforementioned above (".2"), a typical regular service call will provide the Award Bidder with a twenty-four (24) hour window of time in which to mobilize technicians.
- 19.1.4 Award Bidder is to physically show up at the site and perform services as required at the Regular Hourly Labor Rate at the time and/ or day the service is requested and/ or required by BCPS.
- 19.1.5 BCPS shall notify Award Bidder in writing if service must be cancelled.

19.2 Emergency Service Calls:

- 19.2.1 Due to the nature of emergency service calls, BCPS may first notify Award Bidder via phone call of the emergency service requirement. Award Bidder response time shall commence at time of phone notification. After initial phone notification, BCPS shall provide Award Bidder with emergency service request in writing.
- 19.2.2 Physical response time for emergency service calls shall be within two (2) hours of telephone notification by BCPS.
- 19.2.3 Emergency repairs shall be provided on a twenty-four (24) hour, seven (7) days a week basis.

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- 19.2.4 The Award Bidder is to physically show up at the site and perform services as required at the Emergency Hourly Labor Rate.
- 19.2.5 If Award Bidder cannot respond to the emergency request within the period of time specified above, Award Bidder must notify BCPS at the time the request for emergency service is placed. This will enable BCPS to go to the next Award Bidder for performing the emergency work.
- 19.2.6 BCPS shall notify Award Bidder in writing if service must be cancelled.
- 19.3 Award Bidder(s) is guaranteed a minimum of one (1) hour on site for each regular and/or emergency service call.
- 19.4 If Award Bidder fails to meet the response times herein specified, the Award Bidder will issue an invoice credit to BCPS. Such credit shall be based on the Award Bidder's hourly labor rate. For example, the Award Bidder was scheduled to commence services (regular service call) at 1:00 P.M. and the certified technician does not physically show up at the BCPS site until 1:30 P.M. The Award Bidder's Regular Hourly Labor Rate is \$50. The credit amount would be \$25. Credits owed to BCPS shall be reflected in the next billing cycle following the event. Failure to respond within timeframe requested at time of placing service call may result in termination of the contract for cause with that Award Bidder.
- 19.5 Award Bidder(s) shall make every effort to expedite any and all repairs in accordance with set time limits. Where limits may need to be exceeded, any deviations shall be verified and approved in advance by BCPS. The Award 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 repairs which cannot be explained by the Award Bidder to the satisfaction of BCPS will be considered to be unsatisfactory service under the terms of the contract. Any excessive number of instances of unsatisfactory service, as determined by BCPS, will be cause for BCPS to consider the Award Bidder in default and the contract terminated for cause.

20.0 Warranty

- 20.1 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) year from the date of acceptance of the installation by BCPS. If the manufacturer warrants equipment for a period longer than two years the Award Bidder shall pass through this time frame to BCPS.
- 20.2 All warranty work shall be done within seventy two (72) hours of notification of the work to be done.

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

21.0 Hazardous Material Information

- 21.1 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.
- 21.2 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.
- 21.3 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.
- 21.4 Building materials in BCPS facilities may contain asbestos and/or lead paint. To prevent contamination or exposure, no work shall be performed by Award Bidder(s) that would disturb any building material(s). This shall include, but not be limited to the following activities: cutting, drilling and/or moving ceiling tiles. Award Bidder(s) shall notify the BCPS Project Manager in writing as soon as it is known that approval will be needed for a particular activity. BCPS shall respond to Award Bidder(s) request in writing to approve or deny the particular activity.

22.0 Occupancy Requirements

- 22.1 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.

22.2 Use of Premises:

- 22.2.1 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.
- 22.2.2 Keep driveways and entrances serving the premises clear and available to BCPS, BCPS's employees and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
- 22.2.3 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.
- 22.2.4 The Award Bidder shall protect all BCPS property, materials, equipment, improvements, utilities, structures, and vegetation at all times during the course of this contract. Any property or incidentals damaged during the term of this contract shall be repaired or replaced by Award Bidder to the satisfaction of the BCPS.
- 22.2.5 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.
- 22.3 Failure to become familiar with the site will not relieve a successful bidder of his obligation to furnish all materials, labor, and services necessary to carry out the provisions of the plans and specifications and to complete the contemplated Work for the consideration set forth in his bid.

23.0 Professionalism

- 23.1 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:
 - 23.1.1 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.
 - 23.1.2 Failure of the Award Bidder to mobilize certified technicians to provide an adequate response for simultaneous/multiple site emergencies.

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- 23.1.3 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.
- 23.1.4 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:
 - 23.1.4.1 Be on the "list" of assigned employees being utilized by that Award Bidder for work on any BCPS site.
 - 23.1.4.2 Be properly trained and experienced to perform services as specified.
 - 23.1.4.3 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.
 - 23.1.4.4 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.
 - 23.1.4.5 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.
- 23.2 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:
 - 23.2.1 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.
 - 23.2.2 Award Bidder being unable to bid any BCPS project for up to twelve (12) months from the date of termination.

24.0 Background Checks and Fingerprinting Requirements

- 24.1 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.

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- 24.2 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).
- 24.3 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).
- 24.4 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.
- 24.5 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).

25.0 Subcontractors

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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.

26.0 Interruption of Service

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

27.0 Permits

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

28.0 Applicable Standards and Guidelines

- 28.1 Award Bidder(s) shall assume full responsibility and liability for the compliance with all applicable federal/state/county laws, regulations, standards, licensing requirements and patented systems pertaining to all work practices.
- 28.2 All work is to be handled in complete compliance with OSHA and MOSHA requirements. Every effort is to be made to insure the safety of all individuals during work, as well as, during operation.
- 28.3 Award Bidder(s) shall assume full responsibility and liability for the protection of workers, visitors to the work site and persons occupying areas adjacent to the work site.

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

29.0 Invoicing and Payment

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

- 29.1 BCPS Purchase Order Number, Work Order Number, Release Number, Name of Facility.
- 29.2 Award Bidder's Invoice number, Invoice date, Completion date
- 29.3 All labor rates shall be paid in one half (1/2) hour increments after the first full hour (reference section 20.3). Labor rates should be itemized with date of service, total number of "working" hours, labor rate, and a subtotal of labor costs.
- 29.4 A total reimbursement amount for all material. Attach an itemized listing which includes the approved materials provided and installed. Materials shall be priced at the Award Bidders cost (including tax) plus 20% markup. Proof of cost by receipt, for materials over \$100, must accompany the invoice, unless approved otherwise by BCPS. The formulas for the Award Bidder's Cost of materials Reimbursement Amount is as follows:

$$\text{Award Bidder's Cost of materials} = (\text{Price of item}) \text{ plus } (\text{Applicable Taxes})$$

$$\text{Reimbursement Amount} = (1.20) \text{ times } (\text{Award Bidder's cost of materials})$$
 Note: Cost of part(s) shall include all manufacturer discounts and rebates.
- 29.5 If multiple facilities are listed on one invoice, charges must be listed separately for each facility where work was performed.
- 29.6 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.
- 29.7 Total dollar amount due.
- 29.8 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

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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 15.0 Hourly Rates).

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

29.10 Only one invoice shall be submitted per BCPS Work Order unless authorized by the BCPS representative.

30. 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.

END OF PART II: SPECIFICATIONS--GENERAL REQUIREMENTS

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BALTIMORE COUNTY PUBLIC SCHOOLS

DIVISION OF BUSINESS SERVICES
DEPARTMENT OF FISCAL SERVICES
OFFICE OF PURCHASING

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

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PART III: TECHNICAL SPECIFICATIONS

1.0 General Scope & Services

- 1.1 This solicitation and the specifications that follow are being offered to provide qualified and skilled technicians to inspect, perform preventative maintenance services, repairs, and/or installation of stage curtains systems to include all curtains, and rigging, (approximately 200 schools and offices). Award Bidder(s) shall complete specific projects in the conjunction with renovations, additions, demolition, damages, critical equipment failures and modifications at any BCPS site. The work is typical for Stage Curtain Systems Installation, PM, repairs and services and will include all aspects of system troubleshooting, system repair, curtain cleaning, curtain repair, curtain storage and new work. The Award Bidder(s) shall furnish all supervision for services at the site, plant, labor, materials, supplies, equipment and other facilities necessary to properly provide for the services and repairs in accordance with standard practices and/or the specifications, as well as, manufactures recommendations. All work will be in complete compliance with all governing safety and code regulations. 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.

Participating Entities:

- Harford County Public Schools – terms and conditions and certificate of insurance requirements available upon request
- Charles County Public Schools
- Anne Arundel County Public Schools

Other entities may participate during the term of the contract.

- 1.2 The work to be done under this contract is typical for the provision, delivery, cleaning and repair of stage curtains and rigging which may include, but not be limited to, the following:
- 1.2.1 Developing a stage curtain system inspection and preventative maintenance program, where all stage curtain systems are assessed annually. Repair, adjust, tighten and replace the stabilizing structures.
- 1.2.2 Provide/include type(s), styles, materials, operating instructions, and maintenance recommendations, of the selected curtains; and;
- 1.2.2.1 Provide setting drawings and templates [where necessary] for built-in or embedded devices

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- 1.2.2.2 Show nameplate data and ratings; characteristic; mounting arrangements; size and location of winding termination lugs, conduit entry and grounding lug; and, coatings
- 1.2.3 The Award Bidder shall do on-site field measurements and provide curtain dimensions and a detailed list of all other materials required to BCPS within four (4) business days of the field survey.
- 1.2.4 A drawing/sketch shall be provided (not necessarily to scale) to show relative curtain size in square yards, elevations, detailing sections of typical track and rigging elements to be used [if necessary], built-in or embedded anchor devices. Shop drawing should show anchors, hardware, operating equipment and other components not included in manufacturer's product data to include but not be limited to the following: Locations for blocking to be provided by others; extent of required operating clearances; requirement calculations for supporting curtains, track, and equipment and verify capacity of each curtain, track, and rigging component to support loads; and, locations of equipment components, switches, and controls.
- 1.2.5 The Award Bidder shall provide to the Maintenance Section Supervisor or his designee a list of materials needed for completion of a curtain installation project.
- 1.2.6 Samples
 - 1.2.6.1 Manufacturer's color charts showing the full range of colors, textures, and patterns available, together with 12-inch (300-mm-) square sample (any color) of each type fabric.
 - 1.2.6.2 Not less than 36 inches (900 mm) square of each fabric from dye lot to be used for the work, with specified treatments applied, and showing complete pattern repeat, if any. Mark top and face of fabric.
 - 1.2.6.3 The Award Bidder shall submit documentation signed by manufacturers of stage curtains certifying that products furnished comply with requirements. The information provided must include the name of the flame-retardant chemical used, identification of applicator, treatment method, application date, and allowable life span for treatment, and details of any restrictions or limitations. All of the required information may be contained in Manufacturer's Safety Data Sheets (MSDS) which should be provided for all products used.
- 1.2.7 Work Schedule Coordination

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The Award Bidder shall adjust his work schedule to avoid adversely impacting the operation of the school. Scheduling shall be coordinated by the Award Bidder with the principal of the school or his designee. The Award Bidder shall indicate to the BCPS Maintenance Section Supervisor/ Project Manager or his designee the date by which all work will start and the date by which it will be completed. This date must be adhered to.

1.2.8 Project Staffing / Qualifications

The Award Bidder shall provide the manpower to move furniture, shelves, and any other furniture type items that must be removed and replaced for proper curtain installation.

1.2.9 Removal and Disposal

The Award Bidder shall remove any existing curtain or related material and properly dispose of same, off site.

1.2.10 Installation Requirements

1.2.10.1 Per Manufacturers' Requirements

The Award Bidder shall install all curtains, track, scrim, valence and masking panels per the manufacturer's requirements and specifications.

1.2.10.2 Stage Protection

Prior to any rigging repairs or installation, the Award Bidder shall provide and lay ¼" luan over the entire floor of the stage and surrounding areas where work will occur

1.2.11 Inspection and Payment Authorization

The BCPS Maintenance Section Supervisor/Project Manager or his designee shall inspect the work performed and authorize payment after all items of concern have been properly corrected to his satisfaction

1.3 Starting Work

The Award Bidder agrees to start, or have started work, the day the curtains and related materials are delivered.

1.4 Curtain Storage

The Award Bidder agrees to store curtains [and any material or equipment that requires storage] only in the area designated by the on-site BCPS employee.

2.0 Main-curtain Fabric

2.1 Compliance with Minimum Requirements

Bidders are to propose/bid curtains and related materials made of fabrics which are inherently and permanently flame resistant or chemically flame resistant by immersion treatment to comply with requirements indicated.

2.1.1 Fire-Test-Response Characteristics

Provide stage curtains with the fire-test-response characteristics indicated, as determined by testing identical products per test method indicated below by UL or a testing and inspecting agency acceptable to authorities having jurisdiction. Permanently attach label to each fabric of curtain assembly indicating whether fabric is inherently and permanently flame resistant, or treated with flame retardant chemicals, and whether it will require re-treatment after designated time period or cleaning.

2.1.2 Rating

Flame-Resistant Ratings: Passes NFPA 701

2.1.3 Electrical Components / Devices / Accessories

Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction

2.2 Color Texture and Pattern

The Award Bidder must ensure and receive written approval and sign off that the color, texture and pattern of the new curtains and related items meet and match the agreed upon samples identified by the school.

2.3 Products

Subject to compliance with requirements and the approval of school officials, bidders must provide products commensurate with or of greater quality than one of the following:

2.3.1 Woven Cotton Velour:
Memorable; KM Fabrics, Inc.

2.3.2 Synthetic Boucle:
Austin Opaque; Valley Forge Fabrics, Inc.
www.valleyforge.com
Bolero Boucle; Frankel Associates, Inc.
Nevada; Fred Krieger & Co., Inc.
Vegas/Reno; Rose Brand.

Reno-Nevada; Valley Forge Fabrics, Inc.

- 2.3.3 Repp, Nausau Chevron
Frankel Associates, Inc.
Fred Krieger & Co., Inc.
Melfabco, Inc.
Rose Brand.
Valley Forge Fabrics, Inc
- 2.3.4 Polyester
PD Cloth; Dazian, Inc.
Cyc-Clone; Frankel Associates, Inc.
Cyc-Cloth; Rose Brand.
Wiz Key; Valley Forge Fabrics, Inc.

3.0 Front-setting Curtain Fabric

- 3.1 Doral Opaque: Permanently and inherently flame-resistant fabric, 48-inch minimum width, 22 oz/ linear yard; and vinyl backed
- 3.2 Woven Cotton Velour:
 - 3.2.1 Material - Napped fabric of 100 percent cotton;
 - 3.2.2 Width [minimum] - 54-inch (1372-mm) minimum width; and,
 - 3.2.3 Weight - Heavyweight fabric weighing not less than 25 oz/linear yard (775 g/linear meter) before flame-retardant treatment
 - 3.2.4 Height - Pile height not less than 79 mils (2mm).
- 3.3 Lining
 - 3.3.1 Material - Yam-dyed denim clothe of 100 percent cotton;
 - 3.3.2 Weave - Woven in [a type of] warp-faced twill;
 - 3.3.3 Width [minimum] - 54-inch (1372-mm) minimum width.

4.0 Cyclorama-setting Curtain Fabric

- 4.1 Material - Synthetic fabric [Boucle]: 100 percent synthetic, woven fabric, consisting of SEF modacrylic, saran, and rayon fibers,
- 4.2 Standard - Permanently and inherently, flame resistant
- 4.3 Weight - Weighing not less than 14 oz. /linear yard (435 g/linear meter);

4.4 Width - 48-inch (1219-mm) minimum width

5.0 Rear-setting Curtain Fabric

5.1 Material - Synthetic Boucle: Rough-textured woven fabric of synthetic boucle yarn; blend of modacrylic fibers, monofilament, rayon, and other synthetic fibers

5.2 Standard - Inherently and permanently, flame resistant

5.3 Weight - "Heavyweight" Fabric weighting not less than 14 oz. per linear yard

5.4 Width - 48" minimum width

6.0 Metal(s)

6.1 Steel Pipe - ASTM A 53, Grade A, standard weight (Schedule 40), black, 1-1/2 inch (40-mm) nominal diameter, unless otherwise indicated.

6.2 Galvanized Steel Sheet - Commercial-quality, zinc-coated, carbon-steel sheet; complying with ASTM A 653/A 653M, G60 (Z180) coating designation.

6.3 Support, Clamps and Anchors - Sheet steel in manufacturer's standard thicknesses, galvanized after fabrication according to ASTM A 153/A 153M, Class B.

6.4 Trim and Support Cable - One-quarter (1/4) inch (7-mm-) diameter, 7X19 galvanized steel aircraft cable with a breaking strength of 7000 lb (3175 kg). Provide fittings complying with cable manufacturer's written recommendations for size, number, and method of installation, including a drop-forged galvanized turnbuckle to allow for leveling.

6.5 Inserts, Bolts, Rivets and Fasteners - Manufacturer's standard corrosion-resistant units.

7.0 Curtain Fabrication

7.1 Labeling and marking curtains

7.1.1 Vertical Hems

Provide vertical hems not less than 2 inches (50 mm) wide, with not less than a 1-inch (25-mm) tuck, and machine-sewn with no selvage material visible from front of curtain. Sew open ends of hems closed.

7.1.2 Leading Edge Turn-Backs

Provide turn-backs, formed by folding not less than 12 inches (300 mm) of face fabric back, with not less than a 1-inch (25-mm) tuck, and secured by sewing turn-back vertically.

7.1.3 Top Hems

Reinforce top hems by double-stitching 3 ½ inch (89-mm-) wide, heavy jute webbing to top edge with not less than 2 inches (50 mm) of face fabric turned under.

7.1.4 Pleats

Provide 50 to 100 percent fullness in curtains, exclusive of turn-backs and hems, by sewing additional material into 3 to 6-inch double-stitched box pleats spaced 12 inches o.c. along top hem reinforcement.

7.1.5 Grommets

Install brass grommets, centered on box pleats and 1 inch (25 mm) from corner of curtain, for snaps or S-hooks. Provide not less than No. 2 grommets except, for velour curtains; provide not less than No. 3 grommets.

7.1.6 Bottom Hems

For curtains that do not hang to the floor, provide hems not less than 3 inches (75 mm) deep with ¾ inch (19-mm) weight tape. For floor-length curtains, provide hems not less than 6 inches (150 mm) deep with 1-inch (25-mm) weight tape. Sew open ends of hems closed.

7.1.7 Velour Curtains - Fabricate with the fabric nap down**7.1.8 Lining - Provide lining for each curtain in same fullness as face fabric, and finished 2 inches (50 mm) shorter than face fabric. Attach lining to face fabric along bottom and side seams with 4-inch- (100-mm-) long strips of heavy woven cotton tape.****7.2 Curtain Battens**

Fabricate battens from steel pipe with a minimum number of joints. As necessary for required lengths, connect pipe with a drive-fit pipe sleeve not less than 18 inches (450 mm) long and secure with four flush rivets, plug welds, threaded couplings, or another equally secure method. Shop-paint completed pipe battens with black paint with 1-inch (25-mm-) wide yellow stripe at the center of each batten.

7.3 Snap Hooks

Track Manufacturer's heavy-duty hooks.

7.4 Tie Lines

Tie lines should be braided soft cotton, black or white to best match curtain; not less than 5/8 inch (16mm) wide by 36 inches (900 mm) long.

8.0 Straight Curtain Track Fabrication**8.1 Rigging / Welding Operations**

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The Award Bidder shall adhere to the following requirements when performing rigging services and/or when welding is included in the services provided.

8.1.1 Notification

Advise the BCPS Maintenance Section of start and completion date

8.1.2 Area Protection

Place ¼" luan covered with a fire-retardant drop cloth over the entire floor that may be affected by the service. In addition to protecting the floor and stage area the award vendor must also protect from damage all stage equipment to include the curtains. Protections should be removed at the completion of the work.

8.1.3 Smoke Detectors / Fire Extinguishers

Smoke detectors in proximity to the work area should be covered to protect from false alarms and the Award vendor must have a working fire extinguisher present during all welding operations

8.1.4 Welding Requirement

All welding performed should be inspected, the slag should be removed, sharp edges grinded smooth and the welded surfaces painted.

8.1.5 Documentation Required

Where welding services are performed to strengthen beams or where trusses are installed to support loads or where piping is extended the award bidder must provide the following documentation before work is approved and payment made:

- A Structural Engineer's Stamp
- The New Load Bearing Limits

8.2 Steel Track Channels

Fabricate of roll-formed galvanized steel sheet, with continuous bottom slot, and with each half of track in one continuous piece.

Minimum Base-Metal thickness: Not less than 0.0677 inch (1.7 mm).

8.3 Heavy-Duty Track System

Equip track with heavy-duty, live end, double-wheel pulley; heavy-duty, dead-end, singlewheel pulley; and adjustable, heavy-duty floor block; each with not less than 5-inch (125-mm) molded-nylon- or glass-filled-nylon-tired ball-bearing wheels, enclosed in steel housings. Provide single curtain carriers of molded nylon with a pair of neoprene-tired ballbearing wheels riveted parallel to body. Provide one master carrier, for each leading curtain edge, of plated steel with two pairs of nylon-tired ball-bearing wheels and with two line guides per carrier. Equip carriers with neoprene or rubber bumper to reduce noise, and heavy-duty, plated-steel swivel eye and manufacturer's standard trim chain for attaching curtain snap or S-hook. Provide end stops for track. Design adjustable floor block to maintain proper tension on operating line.

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- 8.3.1 Operating Line
Manufacturer's standard 3/8 inch (9-mm) stretch-resistant operating cord consisting of braided synthetic-fiber jacket over solid, synthetic-fiber, linear, center filaments.
- 8.3.2 Track Lap Clamp
Metal to match track channel for attaching double-sectioned track at center overlap.
- 8.3.3 Curtain Carriers
Installed for track spaced at 12 inches (300) mm) o.c.
- 8.3.4 Fold Guide
Equip carriers with rear-fold or backpack guide and rubber spacers to permit offstage curtain folding, sized for use with operating line, if any.

8.4 Products

- 8.4.1 Silent Steel
Model No. 281 with No. 2863, No. 2864, and No. 2866 pulleys; Automatic Devices Company. www.automaticdevices.com
- 8.4.2 Atlas Silk
Model No. 418S; H & H Specialties, Inc. www.hhspecialties.com
- 8.4.3 Tru-Roll
Model No. 1000; Tru-Roll, Inc. www.truroll.com

9.0 **Stage Lighting**

All stage lighting, cables, switches, etc. shall be wired in accordance with governing codes and installed by a licensed electrician with training in the proper applications for stage lighting configurations. All electrical work must meet or exceed NFPA-70 & ANSI electrical codes.

10.0 **Qualifications and Quality Assurance**

- 10.1 Qualifications Data
For firms and persons specified to perform work under the subsequent contract must demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects [where applicable] and owners, and other information specified. Bidders should include references of completed projects as requested.
- 10.2 Installer Qualifications
An experienced installer who has completed installation of stage curtains similar in material, design, and extent to that indicated in this solicitation and whose

work has resulted in construction with a record of successful in-service performance.

11.0 Project Conditions

11.1 Field Measurements:

Verify stage curtain openings and dimensions of other construction by field measurements before fabrication and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

11.2 Established Dimensions:

Where field measurements cannot be made without delaying the work, establish opening and construction dimensions and proceed with fabricating stage curtains without field measurements. Coordinate construction to ensure that actual opening and construction dimensions correspond to established dimensions.

12.0 Execution

12.1 The Award Bidder will provide a demonstration of newly installed stage curtain systems.

12.2 Award Bidder, School Official and End User will examine areas and conditions, with installer present, for compliance with requirements for supporting members, blocking, installation tolerances, clearances, and other conditions affecting performance of stage curtain work. Proceed with installation only after unsatisfactory conditions have been corrected.

12.3 Preparation

School Official and/or End User may examine inserts, clips, blocking, or other supports required to be installed by Award Bidder or others [i.e. sub-contractors].

12.4 General Installation

12.4.1 System Installation - Install stage curtain system according to track manufacturers and curtain fabricator's written instructions.

12.4.2 Ceiling Mounted Tracks - Drill track at intervals not greater than manufacturer's written instructions for spacing and fasten directly to structure.

12.4.3 Do not proceed with installation until interfering adjacent trade discrepancies have been fully resolved.

12.4.4 Installation shall be in accordance with manufacturer's printed instruction and in compliance with all governing codes.

12.4.5 Material Review - Prior to installation, Owner shall meet at the site with the Award Bidder(s) to review proposed materials to be used and installation procedures

12.4.6 Acceptance of work will be contingent upon approval of the Owner.

12.4.7 Re-Inspection shall be scheduled with the Owner in 6 to 8 weeks to make any necessary adjustments to all pulleys, cords, and carriers to assure curtains are within 1" from the floor.

12.5 Batten Installation

12.5.1 Suspension of Battens

Install battens by suspending at heights indicated with steel cables spaced to support load, but do not exceed 10 feet (3 m) between cables.

12.5.2 Cables

Secure cables either directly to structures or to inserts, eye screws, or other devices that are secure and appropriate to substrate and that will not deteriorate or fail with age or elevated temperatures. Attach other cable end to pipe clamps with turnbuckles, moused or fixed with nuts after adjustment, to prevent loosening.

12.6 Track Installation

12.6.1 Ceiling Mounted Tracks

Drill track at intervals not greater than manufacturer's written instructions for spacing, and fasten directly to structure.

12.6.2 Beam-Mounted Tracks

Install tracks by suspending from manufacturer's special beam clamps securely mounted to I-beam structure at spacing, according to manufacturer's written instructions.

12.6.3 Wall Mounted Tracks

Install tracks by suspending from manufacturer's special bracket clamps securely mounted to wall construction at spacing, according to manufacturer's written instructions.

12.6.4 Batten-Hung Track

Install track by suspending from pipe batten with manufacturer's track clamp hangers attached to batten pipe clamps at spacing, according to manufacturer's written instructions.

12.6.5 Heavy-Duty Track

Do not exceed 72 inches (1800 mm) between supports.

12.6.6 Medium-Duty Track

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Do not exceed 48 inches (1200 mm) between supports

12.6.7 Curved Walk-Along Track

Do not exceed 48 inches (1200 mm) between supports and provide additional supports at curves and splices.

12.6.8 Installing Track – Center Parting Curtains

Install track for center-parting curtains with not less than 24-inch (600 mm) overlap of track sections at center, supported by special lap clamps.

12.7 Curtain Installation**12.7.1 Track Hung**

Secure curtains to track carriers with track manufacturer's special heavy-duty Shooks or snap hooks.

12.7.2 Batten Hung

Secure curtains to pipe battens with tie lines.

12.8 Draw Curtain Machine Installation

Install draw-curtain machines by securely mounting to floor construction according to manufacturer's written instructions.

12.9 Demonstration

Engage a factory-authorized service representative to test system and to train Owner's personnel to rig, adjust, operate, and maintain stage curtains, and tracks.

12.9.1 Test and adjust controls and safeties. Replace damaged and

malfunctioning controls and equipment.

12.9.2 Training

Upon request, and where necessary schedule training with Owner, at time of installation and/or with at least seven days advance notice, at no additional cost.

13.0 Technician – Position Description

13.1 Basic Function - The technician shall perform tasks and scheduled assignments to ensure that projects/tasks are skillfully executed. Technician and certified riggers shall possess at least five (5) years of specialized trade experience and/or maintain current certifications within their specialty. Technician shall be trained/trainable, qualified and knowledgeable within their trade.

13.2 Essential Duties - Responds to customer service calls and performs duties as required. Coordinates with other specialty trades and/or contractors at job site as required. Completes and submits written service orders and reports covering all

aspects of each assignment and activity. Completes and submits timesheets and other necessary information as agreed and needed. Other duties as assigned

14.0 Apprentice – Position Description

- 14.1 Basic Function - Performs tasks and scheduled assignments within a specialized trade as requested by BCPS and directed by supervisor/technician. Apprentice shall be trainable and striving to achieve official certification within his/her specific trade.
- 14.2 Essential Duties - Responds to customer service calls with Technician and performs duties as required/directed. Coordinates with other specialty trades and/or contractors at job site as required and performs other duties as assigned.

15.0 Award Bidder Responsibilities

- 15.1 Certified / Licensed Technicians
Provide skilled, certified/licensed technicians/apprentices as per State of Maryland Department of Labor Licensing and Regulation and/or manufacturer to complete specific projects in conjunction with emergency equipment failures (which could result in a school closing) or routine services, renovations, additions, demolition, fire damage, additions, and/or modifications at any BCPS site. Within the scope of this work the Award Bidder would be responsible for providing the labor, material and supervision to provide the services and complete any project in a timely fashion.
- 15.2 Authorization to Work
Award Bidder(s) must obtain prior authorization from the Facilities Management, Maintenance Section before commencing any service for BCPS. This includes work that is initiated by any means, by any school, office, PTA, organization, or individual. This requirement is a health safety issue. Special conditions may be present at the site of the proposed work that would be a potential health hazard to students, faculty, staff, and/or parents.
- 15.3 Respond to all service calls as stipulated within this solicitation. Time is of the essence.
- 15.4 Provide proper supervision for all technicians at the site.
- 15.5 Provide materials to complete the project as specified by BCPS. Any material substitutions must be approved by BCPS.
- 15.6 Provide equipment for proper installation, repair or service including special equipment if required.
- 15.7 Provide prints/drawings, specs, scope of work for approval to BCPS.

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- 15.8 Safeguard their materials, tools, and equipment. The BCPS shall not assume any responsibility for vandalism and/or theft of materials, tools and/or equipment.
- 15.9 Provide all preparation, installation, repairs and services, and clean-up in a manner approved by OSHA, MOSHA, AHERA, and BCPS.
- 15.10 Provide a company phone for employees on site for all phone calls. Personal or business phone calls are not to be made on BCPS phones unless it is an "emergency".
- 15.11 Troubleshoot the problem: Identify the cause of the problem, the components affected, and affect the repair in a professional and timely manner for any units, and/or any other component that makes up the Stage Curtain System; to include associated mechanical, electrical/ electronic connections.
- 15.12 Examine the related unit and all components at that site. Notify BCPS of any conditions, that currently may not be causing a problem, potentially will cause a problem in the future if preventative maintenance is not performed.
- 15.13 Obtain written consent from BCPS before utilizing the services of any subcontractor. If use of a subcontractor is approved by BCPS, all work must be coordinated with BCPS Facilities Management, Maintenance Section.
- 15.14 Provide non-hazardous material. Any hazardous material that must be incorporated into a repair shall be approved for use, prior to being brought into the site. The Award Bidder is to provide MSDS Sheets for all materials used on site, whenever applicable.
- 15.15 Provide all materials required to complete the repair in a proper and professional manner. Any "temporary" repairs are to be brought to the immediate attention of the BCPS CMS representative and shall be "permanently" corrected upon receipt of the part(s). BCPS reserves the right to bring in any other contractor in order to complete a repair that is not completed by Award Bidder in a timely fashion.
- 15.16 Inspection of Work
All work shall be subject to inspection by one or more representatives of BCPS. Any work that does not meet these specifications or any work that is found to not be in compliance with Federal, State and/or Local Safety/Fire codes shall be corrected at the Award Bidder(s) expense.

16.0 Sign-in at the Site

The Award Bidder is to have the lead technician sign-in/sign-out of the daily maintenance log located in the main office of the school/site. This will be considered standard operational procedure for all work unless a BCPS Facilities Management, Maintenance Section Representative is on site to verify starting and quitting times. In addition to signing in/out the lead technician will make personal contact with the Assistant Principal in charge of the Building or the BOS and brief them on the purpose of

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your visit. Upon completion of work, the lead technician will provide copies of the technician's work tickets to either the BOS or the Assistant Principal in charge of the building, along with a verbal description of the work completed and any anticipated future concerns, which may require the chief to initiate a BCPS, MCSD Work Order into the system.

17.0 Pre/ Post Job Survey

17.1 Pre-Job Damage Survey

The Award Bidder shall be responsible for doing a "pre-job" damage survey of the equipment in order to identify any existing property damage of the equipment or system prior to beginning the work. This survey will be conducted with the Chief Custodian or Assistant principal in charge of the building prior to starting work.

17.2 Pre-Existing Damages

Existing damaged items identified on this survey will be the responsibility of BCPS.

17.3 Award Bidder Responsibility

Any items not identified on this survey will be the responsibility of the Award Bidder. The Award Bidder will be required to repair all areas to the satisfaction of BCPS or BCPS may have these items corrected and deduct the cost of these repairs from any monies owed or which may become due to the Award Bidder.

17.4 Copies of Surveys

Copies of the Pre & Post Equipment Survey will be provided to the BOS or the Assistant Principal in charge of the building, as well as copies will be attached to and forwarded with the Award Bidders Invoice to be placed on file at Maintenance Services

18.0 Existing Equipment

The BCPS Department of Facilities Management shall provide the Award Bidder with disposition on existing equipment that is not reusable and is replaced with new equipment. Award Bidder shall not dispose of any BCPS equipment without consent from BCPS Department of Facilities Management.

19.0 Work Orders

19.1 Bidders shall be capable of accepting BCPS work orders by E-Mail (.rtf format), facsimile and telephone.

19.2 Award Bidder(s) shall provide a service ticket for each service call.

19.3 Each service ticket shall detail the services being performed, the site and the date of the service call.

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- 19.4 Service tickets shall be in triplicate and signed by a BCPS liaison at the job site. One copy shall be given to the BOS or Principal, one retained for the Award Bidder's files, and one sent to the BCPS Department of Facilities Management with the invoice (reference Part II, Section 29.0 Invoicing and Payment).
- 19.5 BCPS Department of Facilities Management shall approve the format of service tickets, equipment logs and/or required reports. Award Bidder(s) shall be responsible for providing BCPS with copies of all such documentation.
- 19.6 Award Bidder(s) must be capable of providing service tickets, equipment logs and/or required reports in electronic file format (i.e. Excel).
- 19.7 Award Bidder(s) shall provide a weekly update to BCPS Department of Facilities Management, referencing site and BCPS work order numbers of testing, repair and installation services provided.

20.0 Definitions

- 20.1 Service Ticket: Receipt of work provided by Award Bidder.
- 20.2 Work Order: Request for work provided by BCPS to the Award Bidder.
- 20.3 BCPS Liaison: Identified BCPS personnel who are the point of contact for their respective department, office or school.
- 20.4 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.
- 20.5 Inspection Reports: Report provided to BCPS from Award Bidder stating deficiencies, violations, and the equipment that is working properly.
- 20.6 Release Number: Number that is assigned to each work order that correlates to the purchase order for the services being performed.
- 20.7 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.

END OF PART III: TECHNICAL SPECIFICATIONS

BALTIMORE COUNTY PUBLIC SCHOOLS

6901 Charles Street, Building "E", 1st Floor
Towson, Maryland 21204

Division of Support Services

Office of Purchasing

Raising the bar, Closing gaps, Preparing for our 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	004000-3-6
Certified Technician Form	004000-7
References	004000-8
Addenda	004000-9
Proposal Sheet	004000-10
State of Maryland Anti-Bribery Affidavit & Tax Certification	004000-11
Certification Regarding U.S. Government Debarment	004000-12
Small Business Enterprise Affidavit	004000-13
Small and Minority Business Enterprise Utilization Affidavit	004000-14
SBE/MBE Statement of Intent	004000-15
SBE/MBE Request For Waiver	004000-16
*No Bid Page	004000-17

SECTION 004000 - FORM OF PROPOSAL

DATE: _____

SOLICITATION TITLE: INSPECTION, MAINTENANCE, REPAIR, AND INSTALLATION
OF STAGE CURTAIN SYSTEMSBCPS BID NUMBER: JBO-701-20BID SUBMITTED BY: _____
(Company Name as reflected on your company's W-9 Form)SUBMITTED TO: Baltimore County Public Schools
Office of Purchasing
6901 Charles Street, Building "E", 1st Floor
Towson, Maryland 21204

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

(Signature of Bidder) (Date)

PRICE PROPOSAL - INSTRUCTIONS:

**BIDDERS ARE REQUIRED TO SUBMIT PRICING FOR EVERY CATEGORY CONTAINED
WITHIN THIS FORM OF PROPOSAL**

BIDDERS NOT RESPONDING TO ALL CATEGORIES SHALL BE DEEMED NONRESPONSIVE.

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

(Signature of Bidder) (Date)

PRICE PROPOSAL PAGE**ITEM 1: HARDWARE / RIGGING SYSTEMS**

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

ITEM 1A BID: \$ _____ (IN DOLLARS)

ITEM 1A BID: _____ (IN WRITING)

ITEM 1B: "REGULAR HOURLY LABOR RATE" for one (1) Apprentice/Helper:

ITEM 1B BID: \$ _____ (IN DOLLARS)

ITEM 1B BID: _____ (IN WRITING)

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

ITEM 1C BID: \$ _____ (IN DOLLARS)

ITEM 1C BID: _____ (IN WRITING)

ITEM 1D: "REGULAR HOURLY LABOR RATE – OFF HOURS" for one (1) Apprentice/Helper:

ITEM 1D BID: \$ _____ (IN DOLLARS)

ITEM 1D BID: _____ (IN WRITING)

(Signature of Bidder) (Date)

PRICE PROPOSAL PAGE

ITEM 1E: "EMERGENCY HOURLY LABOR RATE" for one (1) Technician:

ITEM 1E BID: \$ _____ (IN DOLLARS)

ITEM 1E BID: _____ (IN WRITING)

ITEM 1F: "EMERGENCY HOURLY LABOR RATE" for one (1) Apprentice/Helper:

ITEM 1F BID: \$ _____ (IN DOLLARS)

ITEM 1F BID: _____ (IN WRITING)

ITEM 2: CURTAINS – HANGING / REPAIR

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

ITEM 2A BID: \$ _____ (IN DOLLARS)

ITEM 2A BID: _____ (IN WRITING)

ITEM 2B: "REGULAR HOURLY LABOR RATE" for one (1) Apprentice/Helper:

ITEM 2B BID: \$ _____ (IN DOLLARS)

ITEM 2B BID: _____ (IN WRITING)

 (Signature of Bidder) (Date)

PRICE PROPOSAL PAGE

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

ITEM 2C BID: \$ _____ (IN DOLLARS)

ITEM 2C BID: _____ (IN WRITING)

ITEM 2D: "REGULAR HOURLY LABOR RATE – OFF HOURS" for one (1) Apprentice/Helper:

ITEM 2D BID: \$ _____ (IN DOLLARS)

ITEM 2D BID: _____ (IN WRITING)

ITEM 2E: "EMERGENCY HOURLY LABOR RATE" for one (1) Technician:

ITEM 2E BID: \$ _____ (IN DOLLARS)

ITEM 2E BID: _____ (IN WRITING)

ITEM 2F: "EMERGENCY HOURLY LABOR RATE" for one (1) Apprentice/Helper:

ITEM 2F BID: \$ _____ (IN DOLLARS)

ITEM 2F BID: _____ (IN WRITING)

(Signature of Bidder) (Date)

PRICE PROPOSAL PAGE**ITEM 3: CURTAINS - FABRICS: Furnish - Deliver - Install – Clean - Repair**

Main Act & Valance - DORAL \$ _____ Sq Foot

Cyclorama Setting – CHEVRON \$ _____ Sq Foot

On-Stage Window Curtains – DORAL \$ _____ Sq Foot

Off-Stage Window Curtains – DORAL \$ _____ Sq Foot

Main Act plus valance - 22 oz. IFR Prestige Velour \$ _____ Sq Foot

Cyclorama Setting - 15 oz. IFR Plateau Velour \$ _____ Sq Foot

Clean – Repair

Main Act & Valance – DORAL \$ _____ Sq Foot

Cyclorama Setting \$ _____ Sq Foot

On-Stage Window Curtains \$ _____ Sq Foot

Off-Stage Window Curtains \$ _____ Sq Foot

(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 of four (4) Certified Technicians and a minimum of two (2) Certified Apprentice/Helpers.

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)

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)

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

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

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 and "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

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

PLEASE CHECK THE APPROPRIATE ITEM/S

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

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

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

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

____ 4. Please COMPLETE the following:

Is your company a certified Minority Business Enterprise with State of Maryland? __Yes__No MDOT# ____

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

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

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

Is your business located within Baltimore County, Maryland? __Yes__No

COMPANY _____

AUTHORIZED SIGNATURE _____

TYPED NAME/TITLE _____

ADDRESS _____

CITY/STATE/ZIP _____

PHONE _____

FAX _____

Return to:

Baltimore County Public Schools
Purchasing Agent
6901 Charles Street, Building "E", 1st Floor
Towson, Maryland 21204
Or email 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

Division of Physical Facilities

Melanie Webster

Minority Business Enterprise Officer

6901 N. Charles Street

Building E

Towson, MD 21204

Telephone: 443-809-4334

Fax: 410-887-7831

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

1.0 Purpose

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

2.0 Effective Date

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

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

February 12, 2018

To All Contractors:

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 contractor 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
- c) 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; 23) 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 contractor 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 contractor’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 will be implemented immediately beginning with all new contracts and provisions to this effect will be incorporated into all BCPS procurement bids and requests for proposals. These requirements will apply to all BCPS contractors 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 contractor’s employees will need to request to be fingerprinted for “childcare” and use the code 9000017493. The contractor 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 contractor for distribution to the contractor’s employees. If after review of the criminal history reports BCPS determines that the contractor’s employees are ineligible to work on BCPS property as a result of criminal history, the contractor will be notified by BCPS. BCPS may, in its discretion, deny a member of the contractor’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 Webster

Melanie Webster
Purchasing Manager
Office of Purchasing

BACKGROUND CHECK REQUIREMENTS FOR CONTRACTORS SUMMARY DOCUMENT

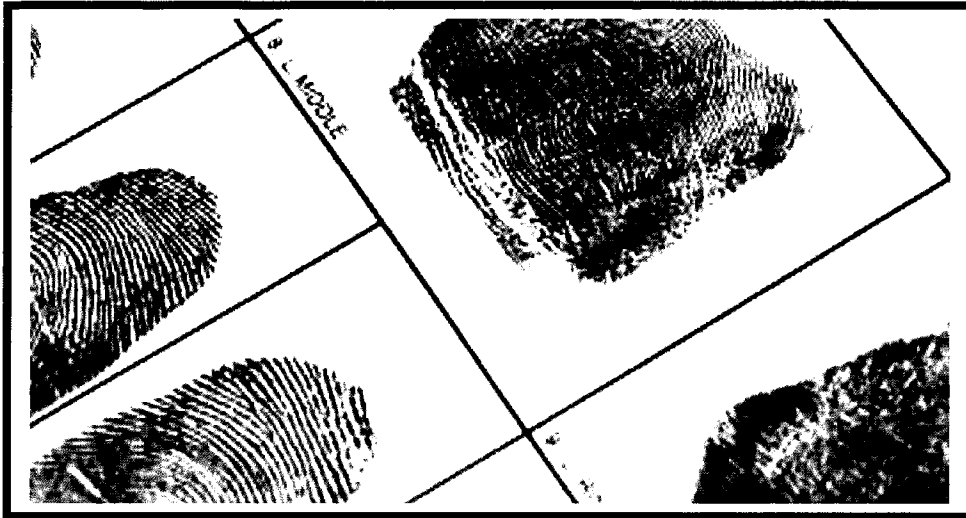
BACKGROUND CHECK REQUIREMENTS for CONTRACTORS of Baltimore County Public Schools (BCPS)-COMPLETE INSTRUCTIONS with attachments (*8 attachments)

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) 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) 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**

**DEPARTMENT 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**
- **Burglary 1st degree**
- **Burglary 2nd degree**
- **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 1ST, 2ND or 3rd 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**
- **Robo en 1er grado**
- **Robo en 2ndo grado**
- **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
DEPARTMENT 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
 6901 Charles Street, Building B, Towson, MD 21204, or
 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.**

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

Company Name: _____

Print Representative's Name: _____ Date ____/____/____

Email: _____

Address: _____ Phone Number: ____-____-____

Date employees were sent for fingerprints: _____

Contract/RFP/Bid # and Name: _____

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 ____/____/____



BALTIMORE COUNTY PUBLIC SCHOOLS
DEPARTMENT 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 ____/____/____
Name _____	Date of Birth ____/____/____
Name _____	Date of Birth ____/____/____
Name _____	Date of Birth ____/____/____
Name _____	Date of Birth ____/____/____
Name _____	Date of Birth ____/____/____
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: _____

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 notification¹ 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.²
- 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.³

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.⁴

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.)

¹ Written notification includes electronic notification, but excludes oral notification.

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

³ See 28 CFR 50.12(b).

⁴ 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).