

# BALTIMORE COUNTY PUBLIC SCHOOLS

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

## **SPECIFICATION AND PROPOSAL FOR GROUNDS MAINTENANCE EQUIPMENT**

SOLICITATION NUMBER: **LKO-402-20**

BID ISSUED DATE: **October 1, 2019**

PRE-BID: A PRE-BID meeting is scheduled for **October 11, 2019, 2:00 P.M.**, at 6901 Charles Street, Building "E", 1<sup>st</sup> Floor, Towson, MD 21204

DUE DATE: **October 25, 2019**

DUE TIME: **11:00 A.M.** (Eastern Time Zone)

RETURN TO: BALTIMORE COUNTY PUBLIC SCHOOLS  
OFFICE OF PURCHASING  
LKO-402-20 Attn: Lori Koch  
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/](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 “**Grounds Maintenance Equipment**” for Baltimore County Public Schools, **Solicitation Number LKO-402-20**. Procurement questions can be emailed to Lori Koch at [lkoch3@bcps.org](mailto:lkoch3@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 **October 1, 2019**. Solicitation documents can be obtained electronically by emailing request to: [lkoch3@bcps.org](mailto:lkoch3@bcps.org). Email requests MUST include bidders’ corporate address, phone 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 **October 11, 2019 2:00 P.M.**, at 6901 N Charles Street, Building “E”, 1<sup>st</sup> Floor, Towson, MD 21204.

Sealed bids will be received until **October 25, 2019, no later than 11:00 A.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 various types of grounds maintenance equipment to various BCPS locations. (Commodity Code: 27112014).

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

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

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

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

## **BALTIMORE COUNTY PUBLIC SCHOOLS**

### **PART I: GENERAL TERMS AND CONDITIONS**

#### **TABLE OF CONTENTS**

<b>ITEM#</b>	<b>AREA</b>
1.	AN INVITATION TO BID
2.	BID PREPARATION, PROPOSAL SHEET, BID OPENING
3.	BONDING
4.	COMPLIANCE WITH SPECIFICATIONS
5.	DEVIATIONS TO SPECIFICATIONS
6.	BID PRICES
7.	SAMPLES, CATALOGS AND CATALOG CUTS
8.	BIDDING PROCEDURE AND BID AWARDS
9.	ANNULMENTS AND RESERVATIONS
10.	APPEAL PROCESS
11.	DELIVERY REQUIREMENTS
12.	INSPECTIONS
13.	GUARANTEE AND WARRANTIES
14.	BILLING AND PAYMENT DISCOUNTS
15.	LAWS, REGULATIONS AND PERMITS
16.	INSURANCE
17.	SAFETY REQUIREMENTS
18.	SUB-CONTRACTORS
19.	LIQUIDATED DAMAGES
20.	TERMINATIONS OF CONTRACT
21.	GOVERNING LAW
22.	WAIVER OF JURY TRIAL
23.	ADDENDA
24.	INDEMNIFICATION
25.	LIMITED LIABILITY
26.	CONFLICT OF INTEREST, LOBBYING, & ETHICS
27.	MULTI-AGENCY PARTICIPATION
28.	INCLEMENT WEATHER
29.	ILLEGAL IMMIGRANT LABOR
30.	FOREIGN LANGUAGE TRANSLATOR REQUIREMENT
31.	EMPLOYMENT OF CHILD SEX OFFENDERS AND PERSONS WITH UNCONTROLLED ACCESS TO STUDENTS
32.	FORCE MAJEURE
33.	ASSIGNMENT
34.	DRUG, TOBACCO, AND ALCOHOL
35.	ACCESS TO PUBLIC RECORDS ACT NOTICE
36.	CRIMINAL BACKGROUND CHECKS
37.	REPORTS

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

**1. AN INVITATION TO BID**

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

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

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

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

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

### 3. **BONDING**

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

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

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

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

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

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

## **5. DEVIATIONS TO SPECIFICATIONS**

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

## **6. BID PRICES**

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

- 1. BCPS Tax Exempt Number is 30001110.



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

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

**8. BIDDING PROCEDURE AND BID AWARDS**

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

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

## 9. **ANNULMENTS AND RESERVATIONS**

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

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

#### **10. APPEAL PROCESS**

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

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

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

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

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

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

## **12. INSPECTIONS**

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

## **13. GUARANTEE AND WARRANTIES**

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

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

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

ALL INVOICE MUST INCLUDE THE BCPS CONTRACT NUMBER

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

**15. LAWS, REGULATIONS AND PERMITS**

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

**16. INSURANCE**

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

**17. SAFETY REQUIREMENTS**

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

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

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

**18. SUB-CONTRACTORS**

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



**19. LIQUIDATED DAMAGES**

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

**20. TERMINATIONS OF CONTRACT**

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

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

**21. GOVERNING LAW AND VENUE**

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

**22. WAIVER OF JURY TRIAL**

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

**23. ADDENDA**

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

**24. INDEMNIFICATION**

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

**25. LIMITED LIABILITY**

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

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

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

**27. MULTI-AGENCY PARTICIPATION**

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

**28. INCLEMENT WEATHER**

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

**29. ILLEGAL IMMIGRANT LABOR**

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

**30. FOREIGN LANGUAGE TRANSLATOR REQUIREMENT**

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

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

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

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

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

## **32. FORCE MAJEURE**

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

## **33. ASSIGNMENT**

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

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

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

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

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

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

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

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

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

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

### **37. REPORTS**

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

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

# BALTIMORE COUNTY PUBLIC SCHOOLS

DIVISION OF BUSINESS SERVICES  
DEPARTMENT OF FISCAL SERVICES  
OFFICE OF PURCHASING

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

## TABLE OF CONTENTS

### Part II: Specifications--General Requirements

Section	
1.0	General Scope & Services
2.0	Qualification of Bidder
3.0	Award Bidder Employees
4.0	Inspection of Site
5.0	Bonding and Certificates of Insurance
6.0	Small Business and/or Certified Minority Business Enterprises
7.0	Bid Submission
8.0	Bidder Registration
9.0	Inquiries
10.0	Addenda and/or Explanation of Bid Documents
11.0	Bid Opening
12.0	Award of Contract
13.0	Term of Contract
14.0	Assignment of Work
15.0	Hourly Rates
16.0	'Percentage Off List' Pricing
17.0	Delivery
18.0	Substitutions
19.0	Equipment
20.0	Response Time
21.0	Warranty
22.0	Hazardous Material Information
23.0	Occupancy Requirements
24.0	Professionalism
25.0	Background Checks and Fingerprinting Requirements
26.0	Subcontractors
27.0	Interruption of Service
28.0	Permits
29.0	Applicable Standards and Guidelines
30.0	Invoicing and Payment
31.0	Contract Kick-Off Meeting



## **Part II: Specifications–General Requirements**

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

### **1.0 General Scope & Services**

- 1.1 This solicitation and the specifications that follow are being offered to qualify and select contractor(s) to provide various types of grounds maintenance equipment for Baltimore County Public Schools. Equipment provided must be 100% compatible with the manufacturer/models and technical specifications indicated within this solicitation. The requirements outlined herein are intended as an aid to acquaint Bidders with what could be required to execute the work on this contract. These specifications will serve as the source document for services for the term of the contract.
- 1.2 This is an Indefinite Delivery / Indefinite Quantities (IDIQ) contract. The services and/or materials intended for purchase are based upon future needs of the system, and, are pending allocation of funds and approval of award by the Board of Education of Baltimore County. BCPS reserves the right to authorize/order services and/or materials as may be required during the contract period and, also, reserves the right to not authorize/order any services and/or materials. BCPS does not a guarantee a dollar amount will be met or exceeded, nor can BCPS guarantee any minimum dollar amount to any Award Bidder(s).
- 1.3 All proposals shall be submitted on the proposal forms provided by BCPS. All blank spaces shall be filled in, in ink and properly signed.
- 1.4 BCPS may withdraw this solicitation at any time prior to the actual opening of the bids.
- 1.5 The Bidders agree to hold their prices, under the same terms and conditions, for a period of one-hundred twenty (120) calendar days from the date of the bid opening.
- 1.6 At the time of the opening of bids, each Bidder will be presumed to have read and to be thoroughly familiar with the specifications and related documents (including all Addenda). The failure or omission of any Bidder to receive or examine any form, instrument, or document, shall in no way relieve any Bidder from any obligation in respect of his bid. It is the Bidder's responsibility to verify that they have received all addenda that have been issued prior to submission of their proposal.
- 1.7 Any omissions, errors, conflicts, or discrepancies in this document shall be called to the attention of the BCPS Purchasing Agent and/or the Office of Purchasing immediately.
- 1.8 BCPS contractual terms and conditions shall govern and supersede any terms and conditions from the bidder. Conditional proposals will not be accepted.

- 1.9 Bidders providing incomplete and/or inaccurate information to BCPS are subject to immediate termination of contract and/or rejection of their proposal/bid as non-responsive.
- 1.10 Bidders are solely responsible for their expenses, if any, in preparing a response to this solicitation.
- 1.11 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 BCPS may conduct any necessary investigation to determine the ability of the bidder to perform the work, and the bidder shall furnish to BCPS all such information and data/documentation requested. BCPS reserves the right to reject any proposal if the evidence submitted by the bidder or investigation of such bidder fails to satisfy BCPS that such bidder is properly qualified to carry out the obligations of the contract and to complete all requirements contemplated therein.
- 2.3 In determining the qualifications of a bidder, BCPS will consider the bidder's record and performance on any prior contracts with BCPS, Federal Departments or agencies, or with other public bodies. BCPS reserves the right to reject the proposal of any bidder if the investigation discloses that this bidder, in the opinion of BCPS, has not properly performed such contracts or has habitually and without just cause neglected the payment of bills or has otherwise disregarded their obligations to subcontractors, material suppliers or employees.
- 2.4 Bidders shall complete and return with their proposal the "REFERENCE FORM" included in this solicitation. Bidders shall have successfully completed at least three (3) projects/contracts of similar size and scope within the past three (3) years. You may include BCPS as one (1) of the three required references.
- 2.5 All Bidders shall be a factory authorized channel partner/dealer, stocking repair parts, replacement parts, and equipment for the manufacturer of equipment being offered. Verification of such shall be in writing from the manufacturer and provided as requested by BCPS.
- 2.6 All Bidders shall maintain sales and service facilities within fifty (50) miles from the Baltimore County Public Schools, 101 Wight Avenue, Cockeysville MD 21030, throughout the duration of the contract. The determination of the mileage shall

be obtained through on-line tools such as, but not limited to, <http://www.mapquest.com/>, based upon the address provided by the bidder.

**3.0 Award Bidder Assigned Employees – Not Used**

**4.0 Inspection of Site – Not Used**

**5.0 Bonding and Certificates of Insurance**

5.1 A Bid Bond is NOT required for this solicitation.

**5.2 PERFORMANCE AND PAYMENT BONDS**

- .1 Performance Bonds and/or payment bonds may be required from Award Bidder for individual projects in excess of \$30,000 for the amount of 100% of the contract price to cover faithful performance and/or payment of the specific project contract. The Award Bidder for that specific project will be required to submit bonds to the Office of Purchasing within ten (10) days of receipt of the Notice of Intent to award.
- .2 The cost of the performance bond and/or payment bond shall be included in the quote amount for each specific BCPS project.
- .3 Bonds shall be prepared on the standard bond form A312 as approved and issued by the American Institute of Architects and having as surety thereon such surety company or companies as are authorized to transact surety business in the state of Maryland.
- .4 Performance bonds and payment bonds shall be made out in the name of the **“Board of Education of Baltimore County**, Attn: Contracts, 6901 Charles Street, Building “E”, 1<sup>st</sup> Floor, Towson, Maryland 21204”. Send or have delivered all, performance bonds, and payment bonds to the attention of:

Baltimore County Public Schools  
6901 Charles Street, Building “E”, 1<sup>st</sup> Floor  
Towson, Maryland 21204  
Attn: Contracts

**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”, 1<sup>st</sup> Floor, Towson, Maryland 21204.

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

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

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

- .3 The Certificates of Insurance cancellation notice shall read:

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

NOTE: ALL other wording shall be deleted.

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

- .1 The Vendor shall maintain Worker's Compensation in the statutory amount in accordance with the laws of the state in which the work of this contract is to be performed.
- .2 The Vendor shall also maintain Employer's Liability Insurance with a limit of at least \$100,000 for each occurrence to cover diseases and injuries excluded under the Worker's Compensation Act.
- .3 Prior to the commencement of any work, or at any time during the term of this Agreement, the Vendor may be required to submit a certificate of insurance evidencing Worker's Compensation and Employer Liability Insurance in the amounts required above. This certificate will indicate the amounts of insurance carried by the Vendor of the following types: Comprehensive General Liability Insurance, Comprehensive Automobile Insurance, Excess Liability Insurance, Professional Liability Insurance, and any other insurance coverage maintained by the Vendor. The Certificates of Insurance will state that such insurance is in force and cannot be canceled or released except upon thirty (30) days prior written notice to the Board of Education of Baltimore County. The Certificate of Insurance must name the Board of Education of Baltimore County as an additional insured.
- .4 All required insurers allowed to do business in the State of Maryland and acceptable to the Board must underwrite insurance coverage. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A.M. Best Company. The Board hereby grants specific approval for the acquisition of workers

compensation and employer's liability insurance from the Chesapeake Employers Insurance Company.

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

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

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

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

.1 Definitions:

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

African Americans

Asians

Hispanics

American Indians

Women

Physically or Mentally Disabled Individuals

- .2 Certified MBE: A minority business that holds a certification issued by the Maryland State Department of Transportation (MDOT) or other recognized municipalities or minority associations.
- .3 Small Business (SBE): A business which meets criteria (see form 6.2.1) regarding number of employees **OR** an annual revenue 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:

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

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

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

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

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

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

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

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

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

- .1 A detailed statement of the efforts made by the bidder to identify portions of the work proposed to be performed by subcontractors in order to achieve the stated goal;
- .2 An explanation of why the stated goal is not possible;

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

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

## **7.0 Bid Submission**

- 7.1 Return of bids to: BALTIMORE COUNTY PUBLIC SCHOOLS  
OFFICE OF PURCHASING  
LKO-402-20 Attn: Lori Koch  
6901 Charles Street, Building "E", 1<sup>st</sup> 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 004000-3-4: "Price Proposal Pages". Complete, sign and return with bid.
  - 7.2.4 Section 004000-5: "References". Complete, sign and return with bid.
  - 7.2.5 Section 004000-6: "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.
  - 7.2.6 Section 004000-7: "Proposal Sheet". Complete, sign and return with bid.
  - 7.2.7 Section 004000-8: "State of Maryland Anti-Bribery Affidavit" & "State of Maryland Tax Certification" (on same page). Complete, sign and return with bid.
  - 7.2.8 Section 004000-9: "Certification Regarding U.S. Government Debarment, Suspension, Ineligibility, and Voluntary Exclusion". Complete, sign and return with bid.

- 7.2.9 Section 004000-10: "Small Business Enterprise Affidavit". Complete, sign and return with bid.
- 7.2.10 Section 004000-11: "Small and Minority Business Enterprise Utilization Affidavit". Complete, sign, and return with bid.
- 7.2.11 Section 004000-12: "SBE/MBE Statement of Intent". Complete, sign and return with bid.
- 7.2.12 Section 004000-13: "SBE/MBE Request For Waiver". Complete, sign, notarize and return with bid".
- 7.2.13 Section 004000-14: "No Bid Page". This page should only be returned if not participating in the bid.
- 7.2.14 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/](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/](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 Lori Koch at e-mail: [lkoch3@bcps.org](mailto:lkoch3@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](mailto:mwebster@bcps.org).

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

- 10.1 All changes to the bid specifications and/or drawings will be made through the appropriate addenda. Any and all such interpretations and any supplemental instructions will be available to all bidders who pick up a copy of the bid. Addenda will be issued at least five (5) business days prior to the date fixed for the opening of bids, unless the addendum issued extends the due date of the bid.
- 10.2 It is the bidders' responsibility to verify receipt of all addenda. Failure of any bidder to receive any addenda or interpretation shall not relieve that bidder from any obligations under this bid and as amended by all addenda. All addenda so issued shall become a part of the award and contract documents.

## **11.0 Bid Opening**

- 11.1 At the bid opening the bidders' names only will be read and their prices will be posted at a later date 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 "PERCENTAGE OFF LIST PRICE" for EACH MANUFACTURER within each GROUP or SUBGROUP identified (example: Group #1: Mowing Equipment, Subgroup A: Walk Behind Mowers 18:+, Group #2: Utility Vehicles, etc.).

BCPS reserves the right to make awards of contract to multiple bidders.

- 12.2 Responsive and responsible bidders responding to the solicitation shall be ranked, based upon their "PERCENTAGE OFF LIST PRICE".
- 12.3 While pricing will be given primary consideration in evaluation of all proposals meeting specifications, successful bidder(s) must be able to document their ability to service an account of this size and, also, be able to guarantee completion of work on time. BCPS reserves the right to award to bidder(s) receiving the most favorable proposal evaluation and providing best in class, overall value to BCPS per ITEM.
- 12.4 BCPS is not obligated to contract for all "ITEMS" as listed on the Price Proposal Sheet(s).
- 12.5 Time is of the essence. Submission of a proposal/bid, in response to this solicitation, shall mean that the Bidder can complete all work "as specified" within the specified time frame.
- 12.6 BCPS does not guarantee that all or any work will be done and reserves the right to reject all bids and to re-bid at its discretion. BCPS reserves the right to issue separate formal bids for any repair and/or installation services.
- 12.7 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 – Not Used**

**15.0 Hourly Rates – Not Used**

**16.0 Pricing and 'Percentage Off List' Pricing**

- 16.1 All delivery/freight charges, packaging (including pallet), insurance, expenses, and/or overhead shall be included within unit pricing requested by BCPS. When parts/equipment is ordered by BCPS from Award Bidder(s), standard delivery charges shall be included by Award Bidder(s) within line item pricing. BCPS may pay separate line item shipping charges only when order has been requested by BCPS to be expedited. Expedited delivery charges must be authorized by BCPS.
- 16.2 Manufacturer discount pricing provided by Bidders shall be for any quantity. No minimum quantity orders and/or shipments are guaranteed.
- 16.3 Manufacturer discount pricing submitted by bidders shall be non-direct, Governmental sales, where bidder is responsible for shipping and invoicing.
- 16.4 BCPS reserves the right to accept additional discount pricing if offered by the Award Bidders for bulk purchases, promotional pricing, and/or downward adjustments to discount pricing offered by manufacturer to Award Bidder(s).
- 16.5 Award Bidder(s) must have capability to accept BCPS Procurement Card (i.e. "VISA") as a method of payment. Bidders are prohibited from charging any additional cost to process orders.
- 16.6 BCPS may require Award Bidder(s) to provide documentation from manufacturer that authenticates actual manufacturer pricing.
- 16.7 Award Bidder(s) will have thirty (30) days prior to the contract anniversary date (Board approval date) to submit a request for an adjustment to each manufacturer discount pricing. If manufacturer represented by Award Bidder(s) issues a 'discount adjustment, BCPS may either accept or reject such on a case by case basis. The request must be on Award Bidder's letterhead accompanied by the manufacturer's letter providing a detailed justification for the discount adjustment. The Award Bidder's request must reflect the current discount and the proposed discount.
- 16.8 Award Bidder(s) must notify the Office of Purchasing of any change in discount pricing IN WRITING. Failure to provide all the following will result in the request not being considered.
  - 1. Provide the Solicitation Number or Contract Number
  - 2. Provide the existing discount
  - 3. Provide the new proposed discount. Increases shall be limited to the actual cost increase to the Award Bidder from manufacturer.
  - 4. Provide the supporting documentation. The Award Bidder shall provide bona-fide manufacturer's documentation reflecting the percentage change. BCPS shall validate the requested percentage adjustment.

- 16.9 Pricing adjustments are NOT automatic. BCPS reserves the right to accept or reject the adjustments within sixty (60) days of receipt of request.
- .1 If the request is rejected, the contract for that item shall be terminated thirty (30) days from the date of BCPS rejection letter.
  - .2 If adjustment request is rejected, BCPS reserves the right to purchase item from the next most favorable responsive and responsible bidder, as the requested adjustment may change the award position. If the next most favorable responsive and responsible bidder(s) does not have material available within the requested timeframe, BCPS reserves the right to purchase from any source.
  - .3 Award Bidder whose price adjustment has been rejected by BCPS shall be granted the right of first refusal, and shall be given an opportunity to match the item pricing of next most favorably ranked responsive and responsible bidder within ten (10) days of receipt of BCPS rejection notification.
- 16.10 BCPS reserves the right to cap pricing adjustments. Increases shall not exceed five percent (5%) of the price for the immediately preceding year.
- 16.11 BCPS reserves the right to decrease pricing, if such downward adjustment is reflected within manufacturer data.
- 16.12 Unless instructed differently by BCPS, Award Bidder(s) shall furnish at the time of delivery three (3) equipment operating instructions; three (3) parts lists; and three (3) equipment service manuals for each item delivered. The format of required manuals shall be hard copy. Additionally, Award Bidders(s) shall provide BCPS with access to the aforementioned manuals electronically (i.e. via Internet, CD ROM). All hard copy manuals and electronic access shall be provided at no charge to BCPS.
- 16.13 Hourly Service Fee shall be the rate at which Award Bidder will invoice BCPS for miscellaneous services, requested and approved by BCPS. Such services may include the installation of specialized attachments or equipment customization. Any such service would be provided at Award Bidder facility.

## **17.0 Delivery**

- 17.1 All deliveries shall be **FOB Destination (inside)**. Majority of deliveries are going to be done at: Cockeysville Grounds Facility, 101 Wight Avenue, Cockeysville MD 21030.
- 17.2 All deliveries shall be scheduled at least 24 hours in advance by calling the contact person designated on the Purchase Order.
- 17.3 Delivery shall be made Monday through Friday (excluding school holidays) between the hours of 7:00 A.M. and 2:30P.M. EST. Award Bidder shall be

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

- 17.4 BCPS requires that all items be delivered within forty-five (45) business days from receipt of order.
  - 17.4.1 Failure of the Award Bidder to deliver within forty-five (45) business days of receiving an order may result in BCPS canceling the order with the Award Bidder and BCPS ordering the products from the next lowest bidder. The Award Bidder may then be pecuniarily responsible for the difference in cost.
  - 17.4.2 If there are extenuating circumstances, out of the control of the Award Bidder, that would extend the delivery past forty-five (45) business days, then, the Award Bidder agrees to notify BCPS immediately of these circumstances and to advise of when the delivery shall be made.
  - 17.4.3 Award Bidder demonstrating habitual delivery deficiencies will be subject to termination of contract for cause.
- 17.5 Any damaged shipments will be replaced solely at the Award Bidder's expense. This shall include pick-up of damaged product and delivering replacement product. Delivery of replacement product shall be made within ten (10) business days from receipt of notification of damage.
- 17.6 All "drop shipments" (direct from a manufacturer or wholesaler) must adhere to the terms specified within this solicitation.
- 17.7 A delivery ticket shall accompany all deliveries. The delivery ticket must include the BCPS purchase order number. Any delivery that does not identify the BCPS purchase order number will be rejected. The Award Bidder shall obtain a signature from BCPS employee on the delivery receipt for all items delivered. The supplier will be required to furnish proof of delivery in case of dispute.
- 17.8 It is the Bidder's responsibility to have material available for BCPS to pick up at a location within fifty (50) miles from the Baltimore County Public Schools, 101 Wight Avenue, Cockeysville MD 21030. The determination of the mileage shall be obtained through on-line Internet tools, such as <http://maps.yahoo.com/> or <http://www.mapquest.com/>, based upon the address provided by Bidder.
- 17.9 BCPS shall not pay restocking fee for any returned product.

## **18.0 Substitutions**

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

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

## **19.0 Equipment**

- 19.1 All equipment required to perform standard/typical work under this contract shall be owned by the Award Bidder and shall be normally available on the dispatched vehicle. BCPS shall not reimburse Award Bidder for equipment rental charges that are considered standard/typical equipment for services provided under this contract.
- 19.2 All equipment of the Award Bidder shall be in good working condition and shall conform to required safety standards.
- 19.3 Use of BCPS equipment is prohibited.
- 19.4 BCPS shall direct Award Bidder(s) as to the appropriate equipment, parts, and supplies that should be maintained on dispatched vehicles upon official signing of the contract after the Board of Education of Baltimore County's approval. It is understood that Award Bidders who have not dealt with BCPS in the past may need more direction than those Award Bidders who have provided service to BCPS in the past.

## **20.0 Response Time – Not Used**

## **21.0 Warranty**

- 21.1 The Award Bidder shall unconditionally guarantee the materials and workmanship of all equipment and materials furnished by the Award Bidder, its subcontractors or suppliers for a period of at least two (2) 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.
- 21.2 All warranty work shall be done within seventy two (72) hours of notification of the work to be done. Manufacturer represented by Award Bidder will repair or replace any covered part which is found to be defective in material or workmanship during the applicable warranty term. Warranty service will be performed without charge to the purchaser for parts or labor
- 21.3 Award Bidder shall not charge BCPS for any repeat visit for the same problem occurring within thirty (30) days of the original visit.

**22.0 Hazardous Material Information**

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

**23.0 Occupancy Requirements – Not Used****24.0 Professionalism – Not Used****25.0 Background Checks and Fingerprinting Requirements**

- 25.1 BCPS requires that all Award Bidder(s) personnel assigned under this contract, who will be accessing any BCPS property, must comply with BCPS background check and fingerprinting requirements.
- 25.2 Maryland Law requires certain child sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work and/or attend school. Section 11-722© of the Criminal Procedure Article of the Annotated Code of Maryland states, “[a] person who enters into a contract with a County Board of Education or a non-public school may not knowingly employ an individual to work at a school if the individual is a registrant. A person who violates this section is guilty of a misdemeanor and on conviction is subject

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

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

**26.0 Subcontractors**

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

**27.0 Interruption of Service – Not Used**

**28.0 Permits – Not Used**

**29.0 Applicable Standards and Guidelines – Not Used**

**30.0 Invoicing and Payment**

Award Bidder(s) shall submit Original Invoice to BCPS Grounds Department 9610 Pulaski Park Drive, Suite 204, Baltimore MD 21220. Invoices shall be mailed via U.S. Postal Service or emailed to a pre-approved BCPS liaison. Award Bidder(s) shall invoice BCPS within thirty (30) days after the completion date and the invoice shall contain the following:

1. BCPS Purchase Order Number
2. Award Bidder's Invoice number, Invoice date, Delivery date
3. Total dollar amount due.
4. The Award Bidder(s) are to have an invoice format approved by BCPS.

**31. 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**

# 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 the future - An Affirmative Action Employer

## **SECTION 004000 "FORM OF PROPOSAL"**

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

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

SECTION 004000 - FORM OF PROPOSAL

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

SOLICITATION TITLE: Grounds Maintenance Equipment

BCPS BID NUMBER: LKO-402-20

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

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

As the duly authorized representative of the firm, I hereby declare that I have carefully examined the Part I: GENERAL TERMS AND CONDITIONS, PART II: SPECIFICATIONS--GENERAL REQUIREMENTS, 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:**

**ANY ITEM LEFT BLANK WILL BE CONSIDERED A "NO BID".**

**BIDDERS ARE NOT REQUIRED TO SUBMIT PRICING FOR EVERY "ITEM GROUP" CONTAINED WITHIN THIS FORM OF PROPOSAL. HOWEVER, IF A BIDDER RESPONDS TO AN "ITEM GROUP" THEY ARE REQUIRED TO PROVIDE PRICING FOR ALL "ITEMS" WITHIN EACH "ITEM GROUP", IF LIST PRICING IS REQUESTED FROM BIDDER.**

**FOR EXAMPLE, BIDDERS WHO RESPOND TO "ITEM GROUP" A, MUST PROVIDE A COST FOR ITEM A1, A2, A3, ETC. BIDDERS RESPONDING TO ONLY ONE "ITEM" WITHIN AN "ITEM GROUP" WHICH CONTAINS MULTIPLE ITEMS MAY BE DEEMED NON-RESPONSIVE.**

Bidders are invited to provide "Percentage off" discount pricing for grounds maintenance equipment, parts and/or accessories that are typically utilized by commercial customers similar to BCPS.

"Percentage Off" pricing is to be provided by typing or printing legibly the "number" without symbols (+, -, %), and may be extended two decimal places. Any numbers extending past two decimal places shall be rounded to two decimal places prior to evaluation.

Examples:

No Discount            0       %

5% Off List            5       %

5.5% Off List           5.5      %

5.55% Off List           5.55      %

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

**DO NOT** provide a copy of manufacturer catalog or list pricing with this bid. Only the Award Bidder(s) will provide BCPS will either a copy of the most recent manufacturer catalog with list prices, or, provide BCPS with access to the most recent manufacturer catalog with list prices on an as needed basis and when requested by BCPS.

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**

<b><u>ITEM GROUP</u></b>	<b><u>MANUFACTURER</u></b>	<b><u>BID</u></b>
Group 1: Mowing Equipment (Ex: Wide area mowers, trim mowers, Sports turf mowers, landscape mowers, Zero turn mowers)	_____	_____ % off list
Group 2: Utility Vehicles	_____	_____ % off list
Group 3: Spraying Equipment	_____	_____ % off list
Group 4: Debris Equipment (Ex: Blowers, sweepers and vacs)	_____	_____ % off list
Group 5: Turf Cultivation Equipment (Ex: Aerators, dethatchers, seeders, Topdressers)	_____	_____ % off list
Group 6: Irrigation Products	_____	_____ % off list
Group 7: Miscellaneous Attachments (Ex: Augers, backhoes, buckets, cement bowls, Hydraulic breakers, forks, grading equipment, Snow throwers, stump grinders, tillers, cultivators, Trenchers, plows and boring, artificial turf Maintenance Equipment)	_____	_____ % off list
Group 8: Portable Power Equipment (Ex: Line trimmers, hedge trimmers, extended Reach products, blowers (hand held), edgers, Chain saws, multipurpose saws, generators, pumps)	_____	_____ % off list
Group 9: Compact Tractors (18- to 48-hp)	_____	_____ % off list
Group 10: Utility Tractors (44- to 89-hp)	_____	_____ % off list
Group 11: Skid Steers	_____	_____ % off list
Group 12: Loader/Backhoe (65- to 85-hp. Full sized, rubber tires)	_____	_____ % off list
Group 13: Excavators	_____	_____ % off list
Group 14: Other Power Equipment (Ex: aerial work platforms, scissor lifts, rollers) Chipper, stump grinder, infield maintenance tractor)	_____	_____ % off list

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

FORM OF PROPOSAL

004000-3

**PRICE PROPOSAL PAGE – PERCENT OFF LIST - SUB-GROUP**

Group # and Group Name: \_\_\_\_\_

Manufacturer: \_\_\_\_\_

Sub-Group "A" Description: \_\_\_\_\_ %off list

Sub-Group "B" Description: \_\_\_\_\_ %off list

Sub-Group "C" Description: \_\_\_\_\_ %off list

Sub-Group "D" Description: \_\_\_\_\_ %off list

Sub-Group "E" Description: \_\_\_\_\_ %off list

Sub-Group "F" Description: \_\_\_\_\_ %off list

Sub-Group "G" Description: \_\_\_\_\_ %off list

Sub-Group "H" Description: \_\_\_\_\_ %off list

Sub-Group "I" Description: \_\_\_\_\_ %off list

Sub-Group "J" Description: \_\_\_\_\_ %off list

Sub-Group "K" Description: \_\_\_\_\_ %off list

Sub-Group "L" Description: \_\_\_\_\_ %off list

Sub-Group "M" Description: \_\_\_\_\_ %off list

**Note:** The intent of this form is to provide bidders with a vehicle for offering Sub-Group "percentage off list" for each manufacturer. Please make copies of this page as required and return with bid. Bidders must submit a separate "Sub-Group Price Proposal" page for each Group and Manufacturer, as applicable.

Example: For "Group #1 Mowing Equipment", the manufacturer you represent does not provide a discount structure that is inclusive of all mowing equipment. Instead, the manufacturer provides a discount structure for separate subgroups of mowers (i.e. Walk behind mowers; Wide area mowers; Landscape mowers). Bidder would complete the form as follows:

Group # and Group Name: "Group #1, Mowing Equipment"

Manufacturer: "Toro"

Sub-Group "A" Description: "Walk behind mowers" 50" %off list

\_\_\_\_\_  
(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

FORM OF PROPOSAL

004000- 8

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

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

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

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

---

Name and Title of Authorized Agency/Organization Representative

---

Signature

Date

---

Agency/Organization

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

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

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

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

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

Name and Title: \_\_\_\_\_

Company: \_\_\_\_\_

Street Address: \_\_\_\_\_

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

Business Phone: \_\_\_\_\_

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

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

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

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

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

**Baltimore County Public Schools****SMALL AND MINORITY BUSINESS ENTERPRISE UTILIZATION AFFIDAVIT**

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

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

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

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

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

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

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

---

Company Name

---

Signature

---

Address

---

Printed Name

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

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

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

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

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

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

Indicate with 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



**SMALL AND CERTIFIED MINORITY BUSINESS  
ENTERPRISE PROCEDURES**

**FOR**

**BALTIMORE COUNTY FUNDED CONTRACTS**

**Baltimore County Public Schools**

*Focused on Quality, Committed to Excellence*

Effective: April 2, 2001

Revised: April 1, 2018

# **BALTIMORE COUNTY PUBLIC SCHOOLS**

Darryl L. Williams, Ed.D., Superintendent

Towson, Maryland 21204-3711

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

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

### **BALTIMORE COUNTY PUBLIC SCHOOLS**

Office of Purchasing

Melanie Webster

Minority Business Enterprise Officer

6901 N. Charles Street

Building E

Towson, MD 21204

Telephone: 443-809-4334

Fax: 410-887-7831

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

1.0 Purpose

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

2.0 Effective Date

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

3.0 Definitions

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

#### 4.0 Implementing Procedures

##### 1. EACH PROPOSAL SHALL INCLUDE THE FOLLOWING:

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

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

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

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

##### 2. BIDDER'S RESPONSIBILITIES:

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

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

5.0      *Monitoring*

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

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

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

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

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

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

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

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

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

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

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

## **Baltimore County Public Schools**

### **SMALL AND MINORITY BUSINESS ENTERPRISE UTILIZATION AFFIDAVIT**

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

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

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

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

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

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

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

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

Indicate with 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

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

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

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

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

African American Women = AAW  
Hispanic American Women = HW  
Native American Women = NW  
Asian American Women = AW

Authorized Signature/Date

---

Prime MBE Classification # (if applicable)

---

Signature of MBE Liaison/Date