

# BALTIMORE COUNTY PUBLIC SCHOOLS

*Creating a Culture of Deliberate Excellence*

6901 Charles Street, Building "E"

Towson, MD 21093

Division of Business Services

Office of Purchasing

Department of Fiscal Services

An Affirmative Action Employer

## SOLICITATION AND SPECIFICATIONS

### FOR

## PURCHASE OF FLOOR CARE MACHINES AND ASSOCIATED EQUIPMENT

PRE-BID: **November 7, 2016 @ 10:00 AM**  
OFFICE OF PHYSICAL FACILITIES - OPERATIONS  
9610 Pulaski Park Drive, Suite 213  
Baltimore, MD 21220

RETURN TO: BALTIMORE COUNTY PUBLIC SCHOOLS  
Office of Purchasing RE: MBU-508-17  
Attn: Melvin E. Burley, Purchasing Agent  
6901 Charles Street, Building "E"  
Towson, MD 21204

BID NUMBER: **MBU-508-17**

BID ISSUED DATE: **October 17, 2016**

DUE DATE: **November 17, 2016**

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

PUBLIC OPENING: **November 17, 2016 at 2:10 PM**, (10 minutes after the due time)  
Conference Room  
6901 Charles Street, Building "E"  
Towson, MD 21204

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

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

For updated bid information please visit our website: [www.bcps.org/offices/purchasing/](http://www.bcps.org/offices/purchasing/)

Project Manager: Michael Eppig - Phone: (443) 809-9247 - FAX: (410) 887-6359  
E-mail: [meppig@bcps.org](mailto:meppig@bcps.org)

# BALTIMORE COUNTY PUBLIC SCHOOLS

*Focused on Quality, Committed to Excellence*  
6901 Charles Street, Building "E"  
Towson, MD 21204

Division of Business Services

Department of Fiscal Services

Office of Purchasing

## INVITATION FOR BIDS

The Board of Education of Baltimore County invites Vendors/Contractors to bid on the **PURCHASE OF FLOOR CARE MACHINES AND ASSOCIATED EQUIPMENT** [commodity code 36530], under solicitation number MBU-508-17. **Projections for expenditures for the PURCHASE OF these MACHINES and EQUIPMENT are estimated at \$130,000 to \$150,000 annually.**

E-mail or fax ALL questions to **Melvin E. Burley**, Purchasing Agent at [mburley2@bcps.org](mailto:mburley2@bcps.org) or they may be faxed to his attention at 410-887-7831. **ALL QUESTIONS MUST BE SUBMITTED IN WRITING**, to the Purchasing Agent. Verbal questions will not be taken.

Vendors/Contractors proposing to bid may secure a set of contract documents after 2:00 PM, on or after **Thursday October 27, 2016**, at Office of Purchasing, 6901 Charles Street, Building "E", Towson, MD 21204. Solicitation documents can be obtained electronically by emailing request to: [mburley2@bcps.org](mailto:mburley2@bcps.org) or [bhiser@bcps.org](mailto:bhiser@bcps.org) **Email requests MUST include bidders' corporate address, phone number, fax number, and representatives' contact name.** Additionally, hard copy documents are available for pickup at the Office of Purchasing, 6901 Charles Street, Building "E", Towson, MD 21204. There is no cost for the solicitation.

**A PRE-BID MEETING is scheduled for November 7, 2016 at 10:00 AM in the Office of Physical Facilities, 9610 Pulaski Park Drive, Suite 213, Baltimore, MD 21220.**

The last day for written questions is November 8, 2016 and the **FINAL** Addendum will be issued [if necessary] on November 10, 2016.

Sealed proposals/bids will be received until **November 17, 2016 no later than 2:00 PM** in the Office of Purchasing at Baltimore County Public Schools Office of Purchasing, located at 6901 Charles Street, Building "E", Towson, MD 21204. A public bid opening will be held approximately 10 minutes after the due date and time for this solicitation.

The contractor or suppliers who provide materials, supplies, equipment, and/or services for the above bid shall attempt to achieve 14% participation of Small Business and/or Certified Minority 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.

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  
Melanie Webster, Manager, Office of Purchasing

### **Directions to the Pre-Bid Meeting at the OFFICE OF PHYSICAL FACILITIES**

Take the BALTIMORE BELTWAY INNER LOOP/I-695 to exit 35B; Exit and merge ONTO PULASKI HIGHWAY/US-40 EAST toward Aberdeen. Travel approximately 2.4 miles and turn RIGHT at the traffic light onto MIDDLE RIVER ROAD. Travel approximately .1 mile, make the next LEFT turn onto PULASKI PARK DRIVE, and travel to  
.....**9610 PULASKI PARK DRIVE, SUITE 213.**

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

### **1 AN INVITATION TO BID**

#### **1.1 Invitation**

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, Timonium Business Park, 6901 Charles Street, Building "E", Timonium, Maryland 21093.

#### **1.2 Advertising**

In accordance with State law, all bids having a potential award value of \$15,000 or more shall be advertised for at least two (2) weeks before proposals/bids are to be filed.

#### **1.3 Clarifications**

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

#### **1.4 Authorized Dealers**

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.

#### **1.5 Intent of Specifications**

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.

#### **1.6 One Price**

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.

#### **1.7 Individual, Group or Aggregate Bidding**

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.

## 1.8 Receipt of Bids

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.

## 1.9 Brand/Model Reference(s)

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.)

## 1.10 Product Offered

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.

## 1.11 Working Drawings

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, AND BID OPENING

## 2.1 Proposal Submission

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.

## 2.2 Returning Bids

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.

### 2.2.1 Bid Identification and Mailing

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.



#### **2.2.2 Partnership Bids**

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.

#### **2.2.3 Corporation Bids**

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 his or her authority to do so

#### **2.2.4 Certificate of Registry**

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>

### **2.3 Certificates, Affidavits and Acknowledgements**

All bidders shall be required to complete the certificates and/or affidavits and/or acknowledgements, 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, Non-Collusion Affidavit, Debarment Certificate, Sales Tax Certification, Minority Bidder Status, Acknowledgement of Addenda and when applicable, Asbestos Free Certification.

### **2.4 Bid Opening**

#### **2.4.1 Bid-Tabulation Availability**

At the public opening of the bids, the bidder's names and their prices will be read and posted. .

#### **2.4.2 Proposal Review**

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.

#### **2.4.3 Award Availability**

The recommended award will be available in the Office of Purchasing after the completed evaluation.

#### **2.4.4 Review of Bid Documents**

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.

## **2.5 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**

## **3.1 Bid Bond**

Bid Bonds may be required. Refer to Part II Specifications.

## **3.2 Performance Bonds/Payment Bonds**

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, 1940 G Greenspring Drive, Towson, MD 21204**.

### **3.2.1 Performance Bond**

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.

### **3.2.2 Payment Bond**

Payment Bond (construction contracts only) shall be required for contracts and/or awards over \$30,000 and shall be required for 100% of the contract price as security for the payment of all persons performing labor and furnishing materials in connection therewith.

## **3.3 Checks in Lieu of Bond(s)**

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.

### **3.3.1 Check Deposit**

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.

**3.3.2 Check Addressee**

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", Towson, MD 21204**.

**3.4 Bond Approval**

**3.4.1 Circular 570 Listing**

Bonds must be approved by surety companies, which are in the most current Circular 570 "Surety Companies Acceptable on Federal Bonds" as issued by the U.S. Treasury, Bureau of Government Finance Operations, Division of Banking and Cash Management, Washington, D.C. 20011.

**3.4.2 Not Listed in Circular 570**

If a bonding company is used that is not on the most current Circular 570, the vendor will be contacted to obtain a bond from an approved surety company, and resubmit it to the Office of Purchasing within ten (10) working days after the contract.

**3.5 Purchase Order**

Upon receipt and approval of the performance bond and/or payment bond or the certified checks, a Contract is executed and an official Purchase Order will be issued.

**3.6 Letters of Credit**

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, 1940 G Greenspring Drive, Towson, MD 21204**.

**4 COMPLIANCE WITH SPECIFICATIONS**

**4.1 Compliance with Intent of Specifications**

The bidder shall abide by, 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.

**4.2 Minimum Requirements**

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.

**4.3 Governing Specifications**

Where the requirements of the specifications call for higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern.

#### **4.4 Governing Mandate(s)**

Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern.

#### **4.5 Specification Conflicts**

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**

#### **6.1 Withdrawal of Bid**

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 120 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.

#### **6.2 Unit Prices**

Unit Prices must be rounded off to no more than two (2) decimal places unless so specified in Part II, Specifications.

#### **6.3 Price Submission and NO BID Notation**

All unit prices on items bid shall be completed on the proposal sheet(s). A notation of "NO BID" 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.

#### **6.4 Delivery Charges**

All prices bid shall include all delivery charges.

#### **6.5 Discounts**

Cash discounts will not be taken into consideration in determining a contract award. ALL DISCOUNTS, OTHER THAN PROMPT PAYMENT, ARE TO BE INCLUDED IN BID PRICE.

#### **6.6 Price Reductions**

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.

## **6.7 Taxes**

### **6.7.1 Exempt Status**

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.

### **6.7.2 Exempt Number**

The BCPS Tax Exempt Number is 30001110.

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

### **7.1 Tagged Sample**

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.

### **7.2 Retaining/Picking Up Samples**

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.

### **7.3 Special Samples With Certified Approval**

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.

### **7.4 Including Catalog Cuts/Descriptive data**

Catalogue cuts and descriptive data shall be attached to the original copy of the bid, where applicable.

### **7.5 Proposal/Bid Rejection**

Failure to submit the above information is sufficient grounds for rejection of the bid.

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

### **8.1 Award**

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.

## 8.2 Bid Calculation/Re-Calculation

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.

## 8.3 Escalator Clauses

BCPS will not accept any proposals with bidder escalator clauses, unbalanced figures, or irregular features.

## 8.4 Evaluation for Compliance

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 for other factors such as serviceability, functional suitability, workmanship, safety in use. The overall product quality will be assessed where acceptability may be determined based on professional judgment and educational application. All bids shall be evaluated on all factors involved, i.e., quality and service.

## 8.5 Rejecting Proposals/Bids

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.

## 8.6 Tie Bids

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 BCPS.

## 8.7 Errors or Omissions

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.

## **8.8 Term of Contract**

The bidder shall refer to "Part II - Specifications" for details regarding the Term of Contract for this bid.

## **8.9 Recommendation and Notification**

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.

## **8.10 Americans with Disabilities Act**

### **8.10.1 Arrangements**

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.

### **8.10.2 Purchasing Address**

The Office of Purchasing is located in the BCPS, Division of Fiscal Services Building, 6901 Charles Street, Building "E", Towson, MD 21204, which is accessible to the disabled.

## **9 ANNULMENTS AND RESERVATIONS**

### **9.1 Bid Rejection**

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.

### **9.2 BCPS Reserved Rights**

BCPS reserves the right to order the said equipment, materials, supplies, or services as described within the specifications, and reserves the right not to order any items(s) within the specification.

### **9.3 Contract Annulment**

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 the case of any willful attempt to impose upon BCPS, materials, products and/or workmanship inferior to that required. 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).

### **9.4 Compliance Failure and Open Market Purchasing**

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).

#### **9.5 Compliance Failure and Circumstances Beyond Control**

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**

#### **10.1 Intent of Appeal Process**

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 days after the basis for appeal is known. The bidder shall have an opportunity to meet with the Purchasing Agent to present the issues. The Purchasing Agent shall issue a formal written response to the appeal in a timely manner.

##### **10.1.1 Appealing Recommendation of Award**

For an appeal of recommendation of award of contract, the Manager, Office of Purchasing, shall review the decision of the Purchasing Agent. 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.

##### **10.1.2 Appealing Award of Contract**

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. The Executive Director, Business Services in a timely manner, will issue a formal written decision.

#### **10.2 Procedures to Appeal Award of Contract**

Should the Bidder(s) 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.



**10.3 Appeal of Termination for Non-Appropriation of Funds**

Appeal of Termination for Non-Appropriation of Funds or for loss of Appropriated Funds:  
**NONE**

**10.4 Appeal Costs**

Any costs incurred in the appeal process will be borne by the bidder(s) in all instances.

**11 DELIVERY REQUIREMENTS**

**11.1 FOB Destination**

All materials, supplies, and equipment for BCPS shall be delivered FOB, Destination. See Part I: TERMS AND CONDITIONS; section 6, "Bid Prices" and section 13 "Billing and Payment Discounts" for additional information.

**11.2 Delivery Time(s) - Schools**

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.

**11.3 Delivery Time(s)**

All Warehouse and/or Office of Facilities 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 otherwise noted or requested by BCPS.

**11.4 Delivery Location(s) and Special Instructions**

All deliveries shall be made inside school, warehouse and/or office buildings. Special Instructions for: delivery dates, delivery of heavy equipment, materials or machinery requiring special handling, to schools/sites under construction and/or renovation, and/or refrigerated goods will be defined in "Part II, Specifications" of each bid.

**11.5 Damages**

The Award Bidder(s) shall be held responsible for and shall be required to make good at their expense, all damage done or caused by their employees in the execution of the contract.

**11.6 Clean-up**

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.

**11.7 Packing**

**11.7.1 Packaging**

All materials must be securely packed in accordance with accepted trade practices.

#### **11.7.2 Package Marking**

BCPS purchase order number must be plainly visible on the exterior of each container.

#### **11.7.3 Packing Slip/Delivery ticket**

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**

#### **12.1 Inspectors and Inspections**

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.

#### **12.2 Responsibility for Faulty Workmanship**

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 that 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**

#### **13.1 Unconditional Guarantee**

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.

##### **13.1.1 Furniture and Equipment**

If, within the guarantee 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 and/or adjust the equipment or parts to correct the condition, or 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.

##### **13.1.2 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.

### **13.2 Other Guarantees**

Certain pieces of equipment, machinery, and refrigeration will require guarantees other than detailed above. Refer to Part II, Specifications for requirements on specific equipment.

### **13.3 Vendor as Manufacturer’s Agent**

The vendor must act as the manufacturer's agent for all warranty claims.

### **13.4 Failure**

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 un-workmanlike 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**

### **14.1 Invoice Submittal**

All invoices are to be submitted in duplicate and mailed in accordance with instructions as shown on the 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”  
Timonium, Maryland 21093

### **14.2 Invoice Omissions**

Invoices will be returned for correction unless they contain the following information: Order/Release Number; Item Numbers; School Name(s) and/or Delivery Location(s) Identity as provided; 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.

### **14.3 Full Payment**

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.

#### **14.4 BCPS Payment Terms**

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.

#### **14.5 Freight**

BCPS will not pay freight bills. Delivery shall be FOB, to the destination(s) as noted on Purchase Order.

### **15 LAWS, REGULATIONS AND PERMITS**

#### **15.1 Compliance – Laws and Ordinances**

The bidder shall comply with all Federal, State, and local laws, ordinances and regulations pertaining to work under their charge, and shall procure any permits that may be required, at their expense.

#### **15.2 Compliance – Safety Standards**

The bidder shall comply with the national safety standards as detailed in Section 17.

#### **15.3 Certification of Non-Discrimination**

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**

#### **16.1 Worker's Compensation**

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.

#### **16.2 Liability**

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.

#### **16.3 Certificate of Insurance**

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.

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

#### **16.4 Underwriter Requirements**

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**

#### **17.1 Required Regulations**

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.

#### **17.2 Certification of Standards**

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.

#### **17.3 Material Safety Data Sheets**

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

#### **17.4 Restrictions/Prohibitions**

##### **17.4.1 Asbestos Lead**

No materials shall contain asbestos or lead.

##### **17.4.2 Limits and Testing**

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**

### **18.1 Identifying a Sub-Contractor**

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).

### **18.2 Written Consent**

The Award Bidder(s) shall not, assign any of the moneys payable under the contract, without prior written consent of BCPS.

## **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 because of such purchases will be deducted from the moneys owed or moneys that may become due.

## **20 TERMINATION OF CONTRACT**

### **20.1 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.

### **20.2 Termination for Default**

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.

### **20.3 Termination for Convenience**

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 that 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.

## **20.4 Right to Withdraw**

### **20.4.1 Participating Jurisdictions**

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 that have not been earned up to the date of termination.

### **20.4.2 Contract Language**

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**

### **23.1 Changes to Specifications**

All changes to the bid specification will be made through the appropriate addenda issued from the Office of Purchasing.

### **23.2 Addenda Availability**

Addenda will be available to all who are known by the Office of Purchasing to have received a complete set of Bid Documents.

### **23.3 Addenda Copies**

Copies of Addenda will be made available for inspection wherever Bid Documents are on file.

**23.4 Addenda Issuance**

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.

**23.5 Addenda Receipt & Acknowledgement**

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****26.1 Compliance with Ethics Policies Expectation**

In accordance with '15-811 through 15-815 of the State Government 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 all Board Ethics Policies that may apply to them individually or as a business entity.

**26.2 Policy Review**

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.

**26.3 Questions/Interpretations**

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 Extending Terms and Conditions

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 be 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 Separate Contracts

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 Opening Late – Closing Early

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 Interpreter**

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 to Provide**

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**

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, as determined by the definitions contained in the Criminal Law Article 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 Termination for Cause.

**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 **Free Zones**

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 **BCPS reserved Right / Offenses**

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**

#### 35.1 **MPIA**

The Board of Education of Baltimore County is subject to the Maryland Public Information Act, (MPIA) General Provisions Article, Title 4. 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.

#### 35.2 **Noting Classified / Confidential**

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 **Unsupervised Access**

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 **No Contact with Children**

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.

### 36.3 **BCPS Reserved Right**

The Board reserves the right to reject any employee who has been convicted of a crime identified in Md. Ed. Code Ann., §6-113 (a).

## 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 BCPS 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**

## PART II: SPECIFICATIONS--GENERAL REQUIREMENTS

(If there is a discrepancy between specifications of Part I: Terms and Conditions, **and** Part II: Specifications--General Requirements: **Part II Specifications - - General Requirements shall prevail**)

### 1 GENERAL SCOPE & SERVICES

#### 1.1 Offer

This solicitation and the specifications that follow are being offered, by Baltimore County Public Schools, Office of Purchasing to qualify and select a supplier(s) to provide various "commercial" grade floor care machines and associated equipment for Baltimore County Public Schools (BCPS). This incitation will solicit and put into place, discounted prices to utilize during the term of contract. Equipment will be ordered by the Office of Physical Facilities-Operations and may either be delivered by Award Bidder(s) to various locations (approximately 200 schools and offices) and/or picked-up by BCPS. The requirements listed are intended as an aid to the Bidder to acquaint them with what could be required to execute the contract.

#### 1.2 Bidder Responsibilities

The Award Bidder shall be responsible for providing the machines and equipment identified to include those parts and materials required for proper use, and provide the necessary supervision to accomplish delivery as required.

#### 1.3 Type of Contract – Projected Expenditure

This is an Indefinite Delivery- Indefinite Quantities contract. This solicitation, specifications, attachments and subsequent addenda (if issued), will serve to identify the machines required. It will serve as the source document for the acquisition of these machines and equipment for the term of the contract. All purchases are dependent upon the allocation of funding and approval of award by the Board of Education of Baltimore County.

BCPS reserves the right to purchase as may be required during the contract period and reserves the right not to purchase any units. **To aid in bid preparation, BCPS anticipates the total estimated value of the contract to be approximately \$130,000.00 to \$150,000.00 annually, based on historical records.** This figure may change based upon the needs of the system. BCPS does not guarantee that the projected dollar amount will be expended during the course of the contract year, nor can BCPS guarantee any minimum dollar amount to an Award Bidder.

#### 1.4 Proposal Submission

All proposals/bids must be submitted on the proposal forms provided by BCPS. All blank spaces shall be filled in, in ink and properly signed.

#### 1.5 Solicitation Withdrawal

This bid may be withdrawn at any time prior to the actual opening of the bids.

#### 1.6 Price Hold

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.

**1.7 Bidder Obligations**

By the time of the opening of proposals/bids, BCPS presumes that each bidder has read and become 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 the bidder from any obligation in respect to this bid.

**1.8 Omissions, Errors, Conflicts or Discrepancies**

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.

**1.9 Conditional Proposals/Bids**

Conditional proposals/bids will not be accepted. BCPS contractual terms and conditions shall govern.

**1.10 Incomplete/Inaccurate Information**

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.

**1.11 Proposal/Bid Expense**

Bidders are solely responsible for their expenses, if any, in preparing a response to this solicitation.

**1.12 Timeliness**

Time is of the essence. All machines and equipment must be provided with the least possible disruption to the BCPS operations and is to be coordinated with the BCPS Office of Physical Facilities - Operations.

**1.13 Unit Approval**

BCPS Office of Physical Facilities - Operations must approve all machines and equipment received. BCPS reserves the right of final approval of all items received. If the items received are not acceptable, the Award Bidder will be called in to review and correct all problems/issues/concerns without additional cost to BCPS.

**1.14 Safety Efforts**

The award bidder shall make every effort to insure the safety of all individuals making deliveries. All work, to include deliveries, shall be performed in complete compliance with OSHA and MOSHA requirements as well as in compliance with as all Baltimore County and Maryland state codes.

**1.15 Funding Contingency**

The purchase of these commodities is pending approval and allocation of funds by the Board of Education. BCPS reserves the right to award part of the requirement or the entire requirement in accords with needs and requirements. BCPS also reserves its right not to award any part of the requirement

**1.16 BCPS Reserved Purchasing Right**

BCPS reserves the right to purchase from any supplier if for any reason the Award Bidder is unable to have the product delivered and/or ready for pick-up within the time frame established by BCPS.

**1.17 Bid Submission**

Return all bids to BCPS, Office of Purchasing, 6901 Charles Street, Building "E", Towson, MD 21204.

**2 INCORPORATION OF TECHNICAL SPECIFICATIONS AND/OR DRAWINGS-SCHEMATICS**

**2.1 Specifications**

The Manufacturers' Technical Specification, including all referenced specifications within these specifications, is incorporated into the contract, and is hereby made a part of the contract document.

**2.2 Costs**

The Floor Machine and Associated Equipment cost must include shipping and delivery and recommended training.

**2.3 Bid Document Order of Precedence**

The following lists the sections of the bid document in order of precedence, first to last:

**2.3.1 Part III Technical Specifications;**

**2.3.2 Part II: Specifications;**

**2.3.3 Part I: General Terms and Conditions.**

**3 DISCREPANCIES IN SPECIFICATIONS**

**3.1 Notification**

Any bidder who finds a discrepancy in or omission from the specifications, or who is in doubt as to their meaning or feels that the specifications are discriminatory, shall notify the purchasing Agent at the above address in writing within 7 days before the scheduled opening of bids. Exceptions taken do not obligate the Purchasing Agent to change the specifications. The Purchasing Agent will notify all bidders in writing, by addendum duly issued, of any interpretations of specifications or instructions made.

**3.2 Official Correspondence**

All official correspondence concerning the specifications should be directed to and will be issued by the Purchasing Agent. The Purchasing Agent will assume no responsibility for oral instructions or suggestions.

**4 QUALIFICATION(S) OF BIDDER**

All bidders shall demonstrate, through their references that they have been in business for at least five (5) years in providing FLOOR CARE MACHINES AND ASSOCIATED EQUIPMENT. Bidders must be an AUTHORIZED AGENT of the manufacturer of the equipment proposed.

**4.1 Verification of Bidder's Experience**

Bidders, who cannot provide verification of having the required experience and resources to provide the components as determined by BCPS, and not necessarily industry standards, will not be considered.

**4.2 Verification as Authorized Dealer**

Bidders shall provide verification of being a factory authorized dealer, stocking repair part, replacement parts, and equipment.

**4.3 References**

Bidders shall also provide at least three (3) names of contact persons and phone numbers; references of similar size and scope contracts during the past eighteen (18) months--on the "REFERENCES" form provided. Additional references may be provided on company letterhead and you may use BCPS as one (1) reference.

**4.4 Review of Prior History**

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 bid, 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.

**4.5 Investigation(s)**

BCPS may conduct any necessary investigation to determine the ability of the bidder to fulfill the requirements of the contract, and the bidder shall furnish to BCPS all such information and data 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.

**4.6 Warranty Repairs**

Bidders must be either authorized to perform warranty repairs and/or must provide, with their proposal/bid, a listing of vendors authorized to perform warranty repairs" on the Floor Care Machines and Equipment proposed.

**4.7 Bid Rejection**

Failure of a Bidder to complete a contract or to complete a contract on time with any Federal and/or State and/or County departments or agencies, or with other public bodies or schools within the last twelve (12) months is just reason for rejection of a proposal/bid.

**4.8 Bidder Rejection**

Consideration will be given to any previous performance with BCPS as to the quality and the acceptability of bidder's services. A bidder may be rejected as non-responsible if that bidder has not satisfactorily completed any contract for BCPS. Unsatisfactory performance shall include, but not be limited to any one or more of the following:



**4.8.1 Failure to Submit Required Documents**

On a previous and/or current bid/project, the Bidder failed to provide all necessary paper work as may be required or scheduled.

**4.8.2 Failure to Meet Delivery Schedules**

On a previous and/or current bid/project, the Bidder failed to deliver on the date scheduled without having applied for and having received an extension of this date from BCPS. This shall include failure of the Award Bidder to provide all required parts and/or materials in a timely manner.

**4.8.3 Failure to Provide Supervision**

On a previous and/or current bid/project, the Bidder failed to provide proper supervision at a delivery site at all times. This individual shall be properly knowledgeable and experienced at supervising work of similar scope and have the authority to direct all work by all disciplines.

**4.8.4 Failure to Provide Trained Employees**

On a previous and/or current bid/project, the Bidder failed to provide properly trained individuals who conduct themselves in a professional manner. This will also include uniforms, clothing, conversations, and actions at the site.

**4.8.5 Failure to Complete All Work**

On a previous and/or current bid/project, the Bidder failed to deliver a complete order as defined in the Solicitation and/or Contract Documents or to meet and/or exceed the specifications without having to be instructed to make corrections repeatedly.

**4.8.6 Failure to Complete Work On time**

On a previous and/or current bid/project, the Bidder failed to have materials available and delivered by the date scheduled (without having applied for and received an extension of this date from BCPS, or, due to an unforeseen excessive amount of inclement weather.)

**4.8.7 Failure to Use Assistance/Sub-Contractor or Schedule Work**

On a previous and/or current bid/project, the Bidder failed to make use of the available assistance [i.e., sub-contractors] where use of assistance would have resulted in work meeting and/or exceeding the expectations. Failure to schedule work appropriately and/or, an inability to schedule their work to expedite the delivery of any given item may result in Bidder's rejection. Note: The use of sub-contractors, without prior written consent [from BCPS] is reason for termination of the contract immediately for cause.

**4.8.8 Failure to Protect BCPS Interests**

In response to or on a previous and/or current solicitation/contract, the Bidder failed to protect BCPS' property, employees, students, and/or the public.

**4.8.9 Failure to Exercise a Contract**

On a previous and/or current bid/project, the Bidder failed to enter into a contractual agreement upon recommendation of award.

**4.8.10 Failure to Complete a Project**

On a previous and/or current bid/project, the Bidder failed to provide and deliver materials without having to execute a change order, other than one that changed the scope of work.

**4.8.11 Other**

Other criteria as determined to be of importance to BCPS for proper contract execution.

**4.9 Bidder Point of Contact/Delivery Personnel**

Award Bidder is to provide the name of their primary point(s)-of-contact on this contract with their proposal. At a minimum, the Bidder point of contact and/or delivery personnel “shall **fluently speak and understand English**.”

**5 SAMPLES, CATALOGS AND CATALOG CUTS**

NOT USED

**6 PRICING**

**6.1 Delivery/Freight Charges**

All delivery/freight charges, packaging, set-up assembly, insurance, expenses, and/or overhead shall be included within the individual item pricing. When equipment, attachment, accessories and/or components are ordered by BCPS from Award Bidder(s), Award Bidder(s) shall include standard delivery charges within the 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.

**6.2 Credit Card**

All bidders shall accept VISA as method of payment

**6.3 Model – Year**

All equipment must be Current Model Year

**6.4 Travel – Mileage**

BCPS shall not reimburse for travel and/or mileage, nor shall BCPS reimburse for travel time.

**6.5 Cell Phone**

BCPS shall not reimburse for cell phone usage

## 7 PRICE ADJUSTMENTS

### 7.1 Rate Changes in Prices/Cost - Annually

Award Bidder(s) will retain their bid prices for the term of the contract with the option to request a price adjustment on each contract anniversary date....the date of contract execution.

Award Bidder(s) shall be granted the option to request an adjustment to the Rate on each contract anniversary date. All adjustment requests affecting rates must be made in writing to the Office of Purchasing and in accord with the conditions outlined herein.

#### 7.1.1 Submission of Request for CPI Increase

Award Bidder(s) will have thirty-(30) days prior to the contract anniversary date to submit a request for a CPI price adjustment. (Consumer Price Index) increase for the item bid pricing from the succeeding year. For calculating the CPI increase, use the Consumer Price Index for all Urban Consumers (CPI-U) for "U. S. City Average" that has been in effect for one month prior to the first day of the contract anniversary date. The column "PERCENTAGE CHANGE FROM 12 MONTHS AGO" will be used to determine the percentage of price adjustment, if any. For calculating the CPI adjustment, follow the instructions below:

##### 7.1.1.1 Step 1

Access the U.S. Bureau of Labor Statistics website at the following internet address; [www.bls.gov/cpi/home.htm](http://www.bls.gov/cpi/home.htm) and click **Consumer Price Index**

##### 7.1.1.2 Step 2

Select/Click "Get Detailed CPI Statistics", and then select "Overall Most Requested BLS Statistics"

##### 7.1.1.3 Step 3

Select/Click under Price Indexes, "CPI for all Urban Consumers" [CPI-U] 1982-84=100 (Unadjusted) - CUUR0000SAO]; and click Retrieve data *[at bottom of page]*

##### 7.1.1.4 Step 4

Select/Click "More Formatting Options" *[at the top/right of the page]*

##### 7.1.1.5 Step 5 - Data

Check "12 Months Percent Change" *[on the left]* and then click "Retrieve Data"

**Series Id:** CUUR0000SAO  
Not Seasonally Adjusted  
**Area:** U.S. city average  
**Item:** All items  
**Base Period:** 1982-84=100

### 7.1.2 Basis for Adjustment

Adjustment shall be based on the average of the 12 months percentage [change] published by the U.S. Bureau of Labor Statistics at the time of the request. [e.g., an adjustment request is submitted (by Award Bidder) on December 10, 2007; the contract anniversary date is January 1; the U.S. Bureau of Labor Statistics (BLS) has published data up to October 2007; the requested price adjustment would be based on the average from November 2006 to October 2007. This calculation shall include monthly U.S. Bureau of Labor Statistics data labeled as "Preliminary"]

### 7.1.3 CPI Adjustment

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

#### 7.1.3.1 Price Acceptance/Rejection

If the request is rejected, the contract shall be terminated thirty-(30) days from the date of rejection letter.

#### 7.1.3.2 Alternative Purchasing

If the adjustment request is rejected, BCPS reserves the right to purchase services and/or goods from the next most favorable responsive and responsible bidder. If neither Award Bidder is able to provide the material and/or service within the timeframe necessary, BCPS reserves the right to purchase from any source.

#### 7.1.3.3 First Right of Refusal

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.

### 7.1.4 Rate Decrease

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

## 8 DESCRIPTIVE MATERIALS

### 8.1 Descriptive Materials

Bidders must submit with their proposal full descriptive material of all equipment and accessories. Such descriptive material shall include trade names, model numbers, illustrations, specifications and other pertinent data. Such aforementioned material must permit evaluation of bids without further reference.

### 8.2 Deviations

EQUIPMENT UPON WHICH THE BID IS BASED SHALL BE INDICATED IN THE LITERATURE SUBMITTED. Any deviation between BCPS specifications and bidder's

descriptive material shall be brought to the attention of BCPS Office of Purchasing in writing with the proposal.

## **9 EQUIPMENT, PARTS AND MATERIAL DELIVERY**

Delivery of equipment and other materials to defined locations must be done with the Award Bidder present. Parts/material shall not be delivered to any BCPS location prior to the agreed upon schedule, unless approved by the Office of Physical Facilities - Operations. **All Floor Care Machines will be delivered per the direction of the Office of Physical Facilities-Operations.**

### **9.1 Work Hours**

The normal hours for the delivery of parts and materials is Monday through Friday; 8:00 AM to 3:00 PM.

### **9.2 Non-Normal Work Hours**

NO PARTS OR MATERIAL WILL BE DELIVERED DURING NON-NORMAL WORK HOURS UNLESS OTHERWISE ARRANGED BY BCPS PERSONNEL.

### **9.3 Responsibility for Deliveries**

All deliveries scheduled and received are the responsibility of the Award Bidder and deliveries by "drop shipment" from other sources will not be accepted by BCPS.

### **9.4 Delivery Tickets**

Delivery Tickets must be signed by a BCPS employee

### **9.5 BCPS Employee Identification**

Award bidders are required to request BCPS employee identification for pick-up orders

### **9.6 Costing Delivery**

All costs associated with the freight and delivery to the location(s) specified is to be included in the Cost/Bid. No additional compensation will be made for complying with the agreed upon schedule.

### **9.7 Clean-Up**

The Award Bidder is responsible for all clean up related to their work. The custodial staff is not responsible for cleaning debris left by the Award Bidder.

### **9.8 Maintaining the Schedule**

The Award Bidder shall adhere to the dates outlined in delivery schedules during the course of this contract. If these dates are not met, BCPS may terminate the contract for cause.

### **9.9 Schedule**

The Award Bidder must confer with BCPS representative (identified) and agree on delivery timeframes. If timeframes are not adhered to, the Award Bidder may be considered in imminent Breach of Contract.

## 10 TRAINING

Award Bidder(s) shall be responsible for facilitating training, as required per item. For example, facilitate manufacturer training by chassis manufacturer (engine and transmission service) and body manufacturer (construction, operation, service techniques). The type of training required and the dates and location of training shall be coordinated with a representative of the BCPS Office of Grounds upon delivery of completed trailer(s) to BCPS.

## 11 WARRANTY

The Award Bidder warrants the items delivered to be of the highest quality, complying with specifications and free from all defects whatsoever in workmanship and materials. The award Bidder agrees that any replacements and/or adjustments made necessary because of defects will be made promptly, without any cost to the purchaser and to the satisfaction of BCPS. **Bidder will honor and uphold all manufactures warranties in addition to providing and updating the list of authorized warranty repair facilities located in proximity to OFFICE OF PHYSICAL FACILITIES-OPERATIONS.**

As indicated above, bidders must identify/provide a listing of authorized warranty repair facilities/vendors operating within proximity to BCPS offices [a fifty-mile radius of BCPS office located on Pulaski Park Drive].

## 12 BONDING AND INSURANCE

### 12.1 Bid Bond

A BID BOND WILL NOT BE REQUIRED FOR A RESPONSE TO THIS SOLICITATION/CONTRACT

### 12.2 Performance and Payment Bond

A PERFORMANCE BOND WILL NOT BE REQUIRED FOR A RESPONSE TO THIS SOLICITATION/CONTRACT

A PAYMENT BOND WILL NOT BE REQUIRED FOR A RESPONSE TO THIS SOLICITATION/CONTRACT

#### 12.2.1 Performance/Payment {when} Bond Required

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.

#### 12.2.2 Bond Cost

The cost of the performance bond and/or payment bond shall be included in the quote amount for each specific BCPS project.

#### 12.2.3 Bond Standard

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 acceptable on bonds given to the United

States Government and approved by the Board of Education of Baltimore County and are authorized to transact business in the state of Maryland.

#### 12.2.4 **Named On Bond**

Performance bonds and payment bonds shall be made out in the name of the "**Board of Education of Baltimore County**, Attn: Contracting Assistant, 6901 Charles Street, Building "E", Towson, MD 21204". Send or have delivered all, performance bonds, and payment bonds to the attention of:

Baltimore County Public Schools  
Patricia Onheiser, Purchasing/Contracting Assistant  
6901 Charles Street, Building "E"  
Towson, MD 21204

#### 12.3 **Insurance**

The Contractor shall be required to provide insurance as specified within Item 12 INSURANCE of Part I: General Terms and Conditions, page 21 of the solicitation. The Contractor shall maintain the insurance coverage's required by the Board while this agreement is in force, and provide documentation of such insurance in a form satisfactory to the Board.

#### 12.4 **Certificates of Insurance**

##### 12.4.1 **Delivered to:**

Certificates of insurance will 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 Contracting Assistant, 6901 Charles Street, Building "E", Towson, MD 21204.

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

Baltimore County Public Schools  
Patricia Onheiser, Purchasing/Contracting Assistant  
6901 Charles Street, Building "E"  
Towson, MD 21204

##### 12.4.2 **Named Insured**

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

##### 12.4.3 **Cancellation Clause**

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.**

##### 12.4.4 **Cost**

Cost of Insurance shall be included in the bid amount.

**12.4.5 Failure to Deliver**

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.

**13 BID SUBMISSION**

ANY PAGES IN PART IV OR V AS REFERENCE BELOW THAT IS NOT APPLICABLE SHOULD BE MARKED **NOT APPLICABLE AND SIGNED**...to ensure that the bidder has reviewed each of the certification, affidavit and acknowledgement pages.

**13.1 Return of bids to:**

BALTIMORE COUNTY PUBLIC SCHOOLS  
OFFICE OF PURCHASING  
MBU-508-17 ATTN: Melvin E. Burley  
6901 Charles Street, Building "E"  
Towson, MD 21204

**13.1.1 Marking Proposal**

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.

**13.1.2 Bid Delivery**

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.

**13.2 Documentation to Return with Proposal**

Bidders are advised that they shall return ALL OF THE FOLLOWING with their "Proposal":

**13.2.1 Price Proposal**

Part IV, ALL: (Pages 1 through 13) --- Complete, sign and return with bid.

**13.2.2 Acknowledgement of Addenda**

Part IV, Page 14--- 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.

**13.2.3 Proposal Sheet**

Part IV, Page 15--- Complete, sign and return with bid.

**13.2.4 Small Business Enterprise Affidavit**

Part IV, Page 16--- If applicable, complete, sign, and return with bid. If not applicable, indicate so and return form with N/A.



**13.2.5 State of Maryland Anti-Bribery Affidavit**

Part IV, Page, Page 17--- BCPS receives funding from various sources. In order to maintain this funding, BCPS must have the required affidavits on file with each bid. Complete, sign and return with bid.

**13.2.6 State of Maryland Tax Certification**

Part IV, Page 18--- BCPS receives funding from various sources. In order to maintain this funding, BCPS must have the required affidavits on file with each bid. Complete, sign and return with bid.

**13.2.7 Certification Regarding U.S. Government Debarment, Suspension, Ineligibility, and Voluntary Exclusion**

Part IV, Page 19--- BCPS receives funding from various sources. In order to maintain this funding, BCPS must have the required affidavits on file with each bid. Complete, sign and return with bid.

**13.2.8 Small/Minority Business Utilization Affidavit**

Part IV, Page 20--- Complete, and sign, notarize and return with bid.

**13.2.9 References**

Part IV, Page 21--- Complete, sign and return with bid

**13.2.10 Board of Directors - Diversity Affidavit**

Part IV, Page 22--- Sign and return with bid.

**13.2.11 No Bid Sheet**

Part IV, Page 23--- This page should be returned if you are not participating in the bid.

**13.2.12 Small Business Enterprise and Certified Minority Business Enterprise Procedures**

Part V, **ALL Forms**

**13.2.13 Bidder Point of Contact**

Bidders should indicate/provide the name and contact information on their point of contact for this contract.

**13.2.14 Authorized Warranty Repair Facilities**

Bidder should submit (with their bids on their own stationary) the names, addresses, and telephone numbers of those vendors (located in proximity to BCPS' OFFICE OF PHYSICAL FACILITIES – OPERATIONS) authorized to perform "warranty work" on the machines and equipment proposed.

**13.2.15 Bond(s)**

Bid Bond, provide as specified.

**13.2.16 All Other Documentation**

All other information and/or forms and/or affidavits specified in this Solicitation and/or Addenda issued.

**13.3 Forms Not Applicable**

N/A should be placed on those forms that are not applicable and they should be signed.

**13.4 Proposal/Bid Submission**

All proposals shall be submitted as an original [no duplicates shall be submitted]. The "original" shall include copies of all forms, affidavits, lists, and bonds. Additionally, there is no need to return the entire solicitation as part of your submission

**14 AWARD OF CONTRACT**

**14.1 Method of Award**

Award will be made to the responsive and responsible bidder(s) offering the most favorable "percentage off list" for EACH MANUFACTURER within EACH GROUP identified (*example: Group #2 Scrubbers: Nobles equipment awarded to ABC Company at 50% off list; Eagle equipment awarded to XYZ Company at 50% off list*).

**14.1.1 Primary Award Bidder**

The responsive and responsible bidder offering the most favorable "percentage off list" for EACH MANUFACTURER within EACH GROUP identified shall be deemed the Primary Award Bidder.

**14.1.2 Vendor Award Ranking**

All other responsive and responsible bidders responding to the solicitation shall be ranked, based upon their "percentage off list" for EACH MANUFACTURER within EACH GROUP.

**14.1.3 BCPS Not Obligated**

BCPS is not obligated to award to a Secondary Award Bidder, a Tertiary Award Bidder, or any other ranked Vendor.

**14.1.4 Using Next Favorable Prices**

BCPS reserves the right to utilize the services of the next most favorably priced responsive and responsible bidder, if for any reason, the preceding Award Bidder is unable to fulfill their contractual obligations.

**14.2 Demonstrated Ability to Perform**

Submission of the bid shall mean that the Bidder can provide all of the Floor Care Machines and Associated Equipment specified [and bid on] within the timeframes indicated or as agreed. While costs will be given primary consideration in evaluation of all proposals meeting specifications, the successful bidder must be able to document their ability to service an account of this size, provide quality equipment, provide a listing of warranty repair facilities, and be able to guarantee delivery on time.

**14.3 Non-Guarantee**

BCPS does not guarantee the purchase of any item and reserves the right to reject all bids and to re-bid this project at its discretion.

**14.4 Proposal/Bid Rejection**

BCPS reserves the right to reject any proposal/bid if the evidence submitted by a bidder, or from the investigation of such bidder, fails to satisfy BCPS.

**14.5 Consideration**

Consideration will be given to any previous performance with BCPS as to the quality and the acceptability of the bidder's services. A bidder may be rejected as non-responsive if that bidder has not satisfactorily accomplished contract requirements for BCPS.

**14.6 BCPS Reserved Right**

BCPS reserves the right to add award bidder(s) to this contract if the initial award bidders cannot fulfill all of the requirements.

**15 BID OPENING**

**15.1 Names and Prices**

At the opening of proposals/bids, the bidders' names and their price will be read and posted. Each bidder will receive a copy of the Award Bidder's "Letter of Intent to Award" with the bid tabulation attached, upon completion of reference checks and verification of all documentation submitted.

**15.2 Announcement of Award**

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 will be available in the Office of Purchasing after the completed evaluation.

**15.3 Bids Review**

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.

**15.4 Bid Tabulations**

Bid Tabulations will be available on the Monday after the Board meeting. Vendors who have not bid on or responded to this solicitation and who wish to receive a copy of the tabulation may forward their request to the Office of Purchasing after that date.

**16 INQUIRIES**

**16.1 When and How**

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. The bid number must be referenced on all correspondence. **All written inquiries [to of the individuals listed below] must also be either forwarded to or copied to Melvin E. Burley.**

#### 16.2 Inquiries Regarding the Solicitation

Any inquiries regarding the "SOLICITATION" and/or in this bid shall be **IN WRITING** to Melvin E. Burley. Inquiries shall be either faxed to (410) 887-7831 or e-mail to [mburley2@bcps.org](mailto:mburley2@bcps.org) and **not called** into the office or left in the form of a telephone message.

#### 16.3 Inquiries Regarding the Technical Specifications

Any inquiries regarding the "TECHNICAL SPECIFICATIONS" and/or in this bid shall be **IN WRITING** to Cynthia Titus. Inquiries shall be either faxed to (410) 887-0431 or e-mail to [ctitus@bcps.org](mailto:ctitus@bcps.org) and **not called** into the office or left in the form of a telephone message. **All written inquiries [to of the individuals listed below] must also be either forwarded to or copied to Melvin E. Burley.**

#### 16.4 Inquiries Regarding MBE Participation

Any inquiries regarding the "MBE PARTICIPATION" in this bid shall be directed to Melanie Webster at [mwebster@bcps.org](mailto:mwebster@bcps.org) and/or to FAX: (410) 887-4334. Receipt must be verified. **All written inquiries [to of the individuals listed below] must also be either forwarded to or copied to Melvin E. Burley.**

### 17 ADDENDA AND/OR EXPLANATION OF BID SPECIFICATIONS

#### 17.1 Changes

All changes to the bid specifications 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.

#### 17.2 Verification of Receipt of Addenda

It is the bidder's 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.

### 18 SMALL BUSINESS AND/OR CERTIFIED MINORITY BUSINESS ENTERPRISES

Small and/or Certified Minority Business Enterprises are encouraged to respond to this solicitation notice.

#### 18.1 SBE/MBE Goal

It is the intent of BCPS to achieve a minimum of fourteen percent (14%) 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.

## 18.2 Definitions

### 18.2.1 Minority Business:

Minority Business: Any legal entity, other than a joint venture, organized to engage in commercial transactions and which is one of the following;

(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

Alaskan Native

American Indians

Asians

Hispanics

Women

Physically or Mentally Disabled Individuals; or

A non-profit entity organized to promote the interests of physically or mentally disabled individuals

### 18.2.2 Certified MBE

A Certified MBE is a minority business that holds a certification issued by the Maryland State Department of Transportation (MDOT) and/or any other recognized municipalities or minority associations.

### 18.2.3 Small Business

A small business is defined as a business with fewer than fifty-(50) employees that generate annual revenue less than ten million dollars (\$10,000,000.00). BCPS reserves the right to request financial and/or tax documents to support SBE status.

## 18.3 SBE/MBE Utilization Affidavit

Each bid submitted, including a submittal from a certified minority business enterprise, in response to this solicitation shall be accompanied by a completed Small and Minority Business Enterprise Utilization Affidavit.

## 18.4 SBE/MBE Documentation to Submit with Proposal/Bid

The following documentation shall be considered as part of the contract, and shall be furnished at the time of bid:

### 18.4.1 Statement of Intent

Small and Minority Business Enterprise and Prime Contractors Statement of Intent: A separate form completed and signed by the prime contractor and each SBE/MBE firm.

**18.4.2 Request for Waiver**

A Request for Waiver (if necessary) with supporting documentation, which represents a good faith effort by the bidder to obtain the SBE/MBE participation goal but it was unable to be obtained, or was unable to be obtained at a reasonable price, and that the public interest is served by a waiver. If the bidder is unable to achieve the contract goal of 14 percent for SBE/MBE participation, they may submit a written request for a waiver by completing the Request for which shall include the following:

**18.4.2.1 Statement of Efforts**

A detailed statement of the efforts made by the bidder to identify and select portions of the work proposed to be performed by subcontractors in order to increase the likelihood of achieving the stated goal;

**18.4.2.2 Statement of Efforts – 10 Days Prior to Due Date**

A detailed statement of the efforts made by the bidder at least 10 days before the bid opening to solicit small and minority business enterprises through written notices that describe the categories of work for which subcontracting is being solicited, the type of work to be performed, and specific instructions on how to submit a bid;

**18.4.2.3 Personal Contact**

A detailed statement of the bidder's efforts to make personal contact with SBE/MBE firms identified for item (2) above;

**18.4.2.4 Record of Contact**

A record of the name, address, telephone number, and dates contacted for each SBE/MBE identified under items (2) and (3) above;

**18.4.2.5 Information provided to SBE/MBE**

A description of the information provided to SBE/MBEs regarding the plans, specifications, and the anticipated time schedule for portions of the work to be performed;

**18.4.2.6 SBE/MBE Assistance Activity**

Information on activities to assist SBE/MBE's to fulfill bonding requirements, or to obtain a waiver of these requirements;

**18.4.2.7 Publicizing Activity**

Information on activities to publicize contracting opportunities to small and minority business enterprises, attendance at pre-bid meetings, or

**18.4.2.8 Meetings**

Other meetings scheduled by the MBE Liaison or designated representative;

**18.4.2.9 Explanation of Unacceptability**

As to each SBE/MBE that placed a subcontract quotation which the bidder considers not to be acceptable, a detailed statement of reasons for this conclusion; and

18.4.2.10 List of those Unavailable

A list of small and certified minority subcontractors found to be unavailable. This shall be accompanied by a Small and Minority Subcontractor Unavailability Certificate signed by the small and/or minority business enterprise or from the bidder indicating that the small and/or minority business did not provide the written certification.

**18.5 Liaison Review**

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.

**18.6 Liaison Assistance**

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

**19 TERM OF CONTRACT**

The contract will be awarded for 5 years.

**19.1 Effective Term: From**

From: Issuance and signing of a contract after the award by the Board of Education of Baltimore County Public Schools, and subject to the Award Bidder providing ALL required documentation [which may include bonds and insurance etc] termed "contract execution".

**19.2 Effective Term: Until**

Until: December 31, 2016. Following approval of the award by the Board of Education, contract, and the initial/first purchase order(s) will be issued (sometime in November of 2011).

**19.3 Contract Termination**

BCPS reserves the right to terminate the contract for convenience at any time by providing the Award Bidder thirty-(30) days prior written notice.

**19.4 Start Date**

Delivery of Machines and/or Equipment will occur after receipt of Purchase Order.

**20 INVOICING PROCEDURE**

Invoices should show the award bidder's name and Purchase Order number and be mailed in duplicate to:

Baltimore County Public Schools  
Department of Physical Facilities – Office of Operation  
9610 Pulaski Park Drive, Suite 204  
Baltimore, MD 21220

## 21 BIDDER REGISTRATION – REQUIRED

### 21.1 Vendor Self -Service

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:

- 21.1.1 Go to our website at [www.bcps.org](http://www.bcps.org)
- 21.1.2 Scroll to bottom of web-page and Click the link for: "Do business with BCPS" (under the "How do I?" section)
- 21.1.3 In the middle of the Office of Purchasing web-page, Click the link: "Visit our Vendor Self Service Center"
- 21.1.4 Select "Creating A New Account" for detailed instructions. Print these instructions for reference, and then return to the VSS welcome page.
- 21.1.5 Click onto "Register" from the VSS welcome page and follow the instructions you printed.
- 21.1.6 Complete the application. Record your User ID and Password for future use.

### 21.2 Website Access

Bidders are advised that if you do not have access to the website through your home or business, that the Baltimore County Public Schools has two computers available for your use in our Office of Purchasing located at 6901 Charles Street, Building "E", Towson, MD 21204. The "Vendor Self-Service" (VSS) is accessible to all interested bidders at this location. Assistance is also available for making the proper connections.

### 21.3 First Step(s)

By your entering the required information into the VSS site, you are taking the first step towards 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.

### 21.4 Hotline

BCPS has a bidder's Hotline in place that is updated weekly to inform interested parties of bids that have been issued. For information regarding bids, please call 410-887-7819 OR: Go to our website at [www.bcps.org](http://www.bcps.org) and scroll to the bottom of web-page; Click the link: "Do business with BCPS" (under the "How do I?" section); Click onto "Bid Board"; Click onto "Invitation to Bid".

## 22 VENDOR PERFORMANCE

In accordance with Board of Education Policy 3231 and Superintendent's Rule 3231, the effective management of vendors, conducting business with the Baltimore County Public Schools includes a process to evaluate vendor performance under a contract for the purchase of goods and services. The results of vendor performance appraisals may be used in subsequent evaluations of a vendor's ability to perform on future contracts. Vendors should receive feedback on their performance, whether it is positive or negative. In the case of negative feedback, the vendor shall be informed of why their performance is unsatisfactory and what corrective action is required. Evaluation will occur as often as required to report on poor performance or exceptional performance. No vendors will be evaluated less than once in each year of the contract, any later than by the contract's anniversary date.

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



## **PART III: SPECIFICATIONS--TECHNICAL SPECIFICATIONS**

### **1 GENERAL SCOPE AND SERVICES**

#### **1.1 Scope of Work**

The scope of work consists of the provision of Floor Care Machines and Associated Equipment to be used by the BCPS Office of Physical Facilities - Operations, directly.

#### **1.2 Award Bidder's Responsibility**

The Award Bidder shall furnish and be responsible for all materials, labor, equipment, tools, supplies, and supervision required for the provision and delivery of FLOOR CARE MACHINES AND ASSOCIATED EQUIPMENT as identified in accordance with the particulars of this solicitation and the subsequent contract. In the event any item(s) is not specified, but is needed, the Award Bidder must include these items at the "percentage off" proposed.

### **2 EQUIPMENT SPECIFICATIONS – FLOOR CARE MACHINES AND ASSOCIATED EQUIPMENT**

BCPS has determined that the following manufacturer's machines and equipment meet or exceed requirements.

Eagle Power Products

Kent /Euroclean

Mastercraft Industries, Inc

Minuteman International

NSS Enterprises, Inc.

Nilfisk-Advance, Inc.

Nobles Industries, Inc

Taski Floor Care Machines

Tennant Company

Tomcat Commercial Cleaning Equipment

Tornado Industries, Inc.

### **3 COSTS**

BCPS will review the cost proposed/bid by each bidder for all machines and equipment listed per the manufacturer provided. BCPS will not consider alternate, conditional, or alternate manufacturers unless changed per an addendum.

### **4 ALTERNATES**

If a particular unit has been replaced and/or is no longer available or being manufactured the bidder must advise BCPS in a timely fashion [at least 7 days before the due date] such that the appropriate addendum can be issued.

Alternates are not acceptable for the bid prices unless approved by an addendum prior to the proposal/bid due date. Since items are being purchased are for exact replacement of existing FLOOR MACHINES AND ASSOCIATED EQUIPMENT, Bidders shall propose/bid "as specified" with no substitutions. Only items identified in this solicitation and/or added and/or deleted by an addendum prior to the due date and time of the bid opening, shall be offered by bidders.

If a bidder/vendor proposes a different make or model than the approved models listed above, they must submit manufacturer's documentation/specification reflecting that the alternate or substituted equipment meets or exceeds the minimum specification

## **5 DELIVERABLES**

Deliverables shall be defined as all items, goods, systems and services provided to BCPS by Award Bidder under the resulting contract/agreement.

## **6 DELIVERIES**

### **6.1 Scheduling Deliveries**

All deliveries must be scheduled at least 24 hours in advance by calling the office or school where deliver is to be made, and speaking with the BCPS designated representative. Contac telephone numbers and point of contact will be provide by the **Office of Physical Facilities -Operations**

### **6.2 Delivery Expenses**

All expenses for delivery inside the ordering location are to be included in the price.

### **6.3 Delivery Timeframes**

Deliveries are to be made between 8:30 AM and 3:00 PM, unless otherwise directed by BCPS.

### **6.4 Additional Delivery Fees**

If the Award Bidder can meet the delivery requirement but requires an additional fee in order to expedite delivery to meet this timeframe, with prior approval by BCPS this cost can be passed onto BCPS.

### **6.5 Inability to Meet Delivery Requirement**

If the Award Bidder cannot meet the delivery requirement even with an additional fee to expedite delivery, BCPS reserves the right to get the components from any source.

### **6.6 Inability to Fill an Order & Notifying BCPS**

In the event that an award bidder cannot fill an order within the promised time (due to factory delay, strike, or any unforeseen circumstance), the bidder must notify BCPS of the delay and supply an anticipated delivery date. Failure to do so will result in a poor performance rating and jeopardize the bidder's consideration for future orders.

## **7 ACCEPTING ORDERS**

The Award Bidder agrees to accept orders placed by:

**7.1 Purchase Order Faxed or Mailed to the Award Bidder**

BCPS reserves the right to issue to an Award Bidder a purchase order faxed or mailed. The Award Bidder will invoice at the rates that it has bid in response to this specification. The purchase order's dollar value, in this instance, represents the specific quoted and agreed on costs to BCPS.

**7.2 Blanket Purchase Order with a Phoned or Faxed Order**

BCPS reserves the right to issue to an Award Bidder a blanket purchase order to encumber, i.e., make available without obligating to spend, certain monies for general supplies and materials. The award bidder will invoice at the rates that it has bid in response to this specification. The blanket purchase order's dollar value does not represent a guarantee of potential contracts, jobs, work assignments, or monies during the course of the contract. The final allocation of funds is at the discretion of BCPS.

**7.3 BCPS Procurement/Charge Card Purchases**

Purchases from this solicitation may be made through the BCPS VISA Procurement Card. Bidders are prohibited from charging any additional cost from their single bid price to process such orders. Bidders lacking VISA capability should contact Paul Cramer, Specialist, Office of Purchasing, 410-887-4337.

**7.4 Request for Quote – Specific Requirement**

BCPS reserves the right to request from an award bidder(s) a quotation for a specific requirement. The award bidder shall quote at the rates that it has guaranteed through this bid process. BCPS will evaluate quotations based on overall price, quality and suitability of proposed materials, reputation of the award bidder and delivery time.

**8 BCPS PURCHASE RIGHTS**

BCPS reserves the right to purchase any supplies and materials from outside of this specification in the event that the items cannot be supplied from the award bidders or are not available from those bidders within the required delivery time.

**9 OBSOLETE MATERIAL**

If a Floor Care Machine or its Associated Equipment becomes obsolete, the award bidder must provide a substitute of commensurate capability and cost. Bidders may be asked to accept and offer credit for BCPS's inventory that has been made obsolete or discontinued. The value attached to obsolete material will be fair market value as agreed to by the award bidder and BCPS.

**10 WARRANTY****10.1 Warranty Terms**

The terms of the manufacturer's warranty shall be extended to BCPS also. Bidders must identify facilities/vendors that are authorized to perform warranty work.

All warranties express or implied, shall survive delivery, inspection, acceptance, and payment.

## **10.2 Guarantee – Workmanship**

Bidder(s) shall unconditionally guarantee the materials and workmanship of all equipment furnished by them as delineated directly below, from the date of delivery, on all rotationally molded parts and shall have a minimum three (3) year warranty on all other components.

Automatic Scrubbing Machines: Ten (10) years

Carpet Extractors: Five (5) years

Vacuums (all types): Three (3) years

Floor Machines – Low Speed (Scrubbers): Ten (10) years

Floor Machines – High Speed (Burnisher): Ten (10) years

Other Misc. Equipment: Per Manufacturer

## **10.3 Warranty Coverage(s)**

The warranty shall cover:

10.3.1 **Pick-up of the unit at the BCPS site (or repair at the site when possible)**

10.3.2 **All diagnostic, testing, and troubleshooting to identify the problem**

10.3.3 **Labor required to accomplish the repairs**

10.3.4 **All components and/or parts required to do a complete repair**

10.3.5 **Delivery back to the BCPS site**

## **10.4 Coverage – Proposal/Bid Deemed Non-Responsive**

Warranty coverage that requires BCPS to incur the cost of shipping or transporting the unit back to the vendor and/or manufacturer for repair coverage, will be make the vendor's proposal/bid considered non-responsive.

# **11 MANUALS AND TRAINING**

## **11.1 Parts & Maintenance Manuals**

Award Bidder(s) shall furnish, upon request by a representative of the BCPS Office of Maintenance, parts and maintenance manual. The format of material shall be in either printed hard copy and/or CD-ROM.

## **11.2 Training**

Award Bidder(s) shall be responsible for facilitating factory-authorized training, as required per item. Provide service training to BCPS custodians relative to operation, maintenance and diagnostic procedures for the current model year provided. Training shall take place at a BCPS designated facility and the dates and location of training shall be coordinated with a representative of the BCPS Office of Maintenance.

## **11.3 Cost**

Training and material provided to satisfy the above requirements shall be gratis to BCPS.

**11.4 Repair and/or Replacement**

If within the warranty period specified in the preceding paragraph, BCPS discovers defects, errors, omissions, performance deficiencies or breach of warranty as to any Deliverable, then award bidder(s) shall promptly replace without cost to BCPS the Deliverable in question. If award bidder(s) fails after reasonable notice to proceed promptly with the replacement of the defective Deliverable, BCPS may repair or replace the Deliverable and charge all related costs including access costs to award bidder(s) without voiding any warranties in this solicitations. The rights and remedies of BCPS provided in this solicitation are in addition to any other rights or remedies provided in law, equity, or under this solicitation.

**11.5 Failure to Meet Obligations**

Award bidder(s) failure to meet, or breach of, its obligations there under shall not be excused as, or by, an event of *force majeure*.

**11.6 Warranty Against Delays**

Award bidder(s) warrants that the supply of Deliverables will not be delayed by Seller, or its sub-suppliers, due to the failure of the Deliverables, or the Sellers or its sub-suppliers' operations.

**11.7 Warranty Provision**

The provisions of this Warranty shall be in addition to all other warranties, guarantees, conditions, and other representations of Award Bidder, both express and implied. In the event of a conflict with any other provision in this solicitation, the terms of this Attachment shall control.

**12 MATERIAL SAFETY DATA SHEETS**

The Award Bidder shall provide Manufacturer's, Material Safety Data Sheets (MSDS) when supplying hazardous material to: Cynthia Titus, Office of Physical Facilities - Operations; 9610 Pulaski Park Drive, Suite 204, Baltimore, MD 21220. ***Refer to Part 1, Section 16.***

**13 CONTRACT ISSUANCE**

Receipt of the contract does not authorize the Award Bidder to provide any equipment, specific services, or materials. Approval to proceed by the BCPS General Maintenance Supervisor or his designee, and a BCPS Purchase Order or valid charge card number must be obtained prior to ordering.

**14 PRODUCT SUBMITTALS**

The Award Bidder shall provide cuts of product information, samples, specifications, and manufacturers recommended installation procedures of all materials being provided and installed.

**15 SITE DAMAGE**

The Award Bidder shall be responsible for site damage caused by delivery vehicles and shall restore site to original condition immediately upon completion of the project at no cost to BCPS.

**16 DAMAGE**

Items damaged by the contractor during delivery should immediately be brought to the BCPS Representative's attention. The decision as to the disposition of said items will be at the sole discretion of BCPS. Damaged items not brought to the attention of BCPS will definitely be back charged to the contractor.

**17 CONTRACTOR USE OF PREMISES**

Award bidder agrees to keep driveways and entrances serving the premises clear and available to BCPS's employees and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

**END OF SECTION III: SPECIFICATIONS—TECHNICAL SPECIFICATIONS**

**PART IV– FORM OF PROPOSAL****1 PRICE PROPOSAL / BIDDER AGREEMENT**

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

PROJECT TITLE: PURCHASE OF FLOOR CARE MACHINES AND ASSOCIATED EQUIPMENTBCPS BID NUMBER: **MBU-508-17**

BID SUBMITTED BY: \_\_\_\_\_

SUBMITTED TO:

Baltimore County Public Schools  
Office of Purchasing  
6901 Charles Street, Building "E"  
Timonium, Maryland 21093

The undersigned BIDDER proposes and agrees, if this Proposal/Bid is accepted, to enter into an Agreement with the OWNER. This agreement may be in the form of a Purchase Order and/or in the form of a Contract to provide the Equipment, Parts or materials specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

**2 COSTS****2.1 Costs Declaration**

As the duly authorized representative of the firm, I hereby declare that I have carefully examined the Part I: Terms and Conditions, Part II: Specifications - General Requirements, Part III Technical Specifications, and addenda provided with the specifications, including all notes. I have reviewed the current list prices of Floor Care machine and Associated equipment materials identified to verify prices/costs provided and have noted the requirements to be met under the scope of this solicitation. I have received clarification on all items upon which any doubt arose. I understand that all these forms are part of the contract, and agree to complete all work as required and as specified. The undersigned hereby agrees to furnish all plant, labor, materials, supplies, equipment and other facilities necessary and proper for the provision and delivery of FLOOR CARE MACHINES AND ASSOCIATED EQUIPMENT and can meet the defined schedules agreed upon and/or as may be reflected in the solicitation.

**2.2 Withdrawal of Solicitation**

This bid may be withdrawn at any time prior to the actual opening of the bids but cannot be withdrawn for a period of NINETY-(90) days after the bid opening. The fee proposed for this project is to be in the form of a Lump Sum bid.

**2.3 Conditional Proposals/Bids**

Conditional proposals/bids will not be accepted

**2.4 Determining Lowest, Responsible, Responsive Bidder**

Award will be made to the bidder or bidders proposing the best percentage of list price

**ONLY** provide "percentage off list" discount pricing for manufacturer products that can be provided for the term of contract. This "percentage off list" discount pricing is to be provided by **TYPING** or **PRINTING LEGIBLY** the "number" without a plus (+) or minus (-) sign in front and may be extended to two decimal points. All numbers provided shall be evaluated on their "Absolute" value and not their value with signage, and any numbers extended past two decimal points shall be rounded up to two decimal points prior to evaluation.

EXAMPLE (of 5.55 % off list):                      5.55                      %.

A corporate representative must sign all pages submitted.

(Date)



4     **PRICE PROPOSAL GROUP 1 – BURNISHERS**

	<b><u>EQUIPMENT GROUP</u></b>	<b><u>MANUFACTURER</u></b>	<b><u>BID %</u></b>
4.1	Burnisher (high speed)	Eagle Power Products	_____ %off list
4.2	Burnisher (high speed)	Kent /Euroclean	_____ %off list
4.3	Burnisher (high speed)	Mastercraft Industries, Inc.	_____ %off list
4.4	Burnisher (high speed)	Minuteman International	_____ %off list
4.5	Burnisher (high speed)	NSS Enterprises, Inc.	_____ %off list
4.6	Burnisher (high speed)	Nilfisk-Advance, Inc.	_____ %off list
4.7	Burnisher (high speed)	Nobles Industries, Inc	_____ %off list
4.8	Burnisher (high speed)	Taski Floor Care Machines	_____ %off list
4.9	Burnisher (high speed)	Tennant Company	_____ %off list
4.10	Burnisher (high speed) Cleaning Equipment	Tomcat Commercial	_____ %off list
4.11	Burnisher (high speed)	Tornado Industries, Inc.	_____ %off list
4.12	Burnisher (high speed)	Viper Industrial Products	_____ %off list
4.13	Burnisher (high speed)	Windsor Industries, Inc.	_____ %off list
4.14	Burnisher (high speed)	ALTERNATE	_____ %off list

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*[Manufacturer, make and model]*

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(Signature of Bidder)

(Date)

5 **PRICE PROPOSAL GROUP 2 – SCRUBBERS**

	<b><u>EQUIPMENT GROUP</u></b>	<b><u>MANUFACTURER</u></b>	<b><u>BID %</u></b>
5.1	Scrubber (low speed)	Eagle Power Products	_____ %off list
5.2	Scrubber (low speed)	Kent /Euroclean	_____ %off list
5.3	Scrubber (low speed)	Mastercraft Industries, Inc.	_____ %off list
5.4	Scrubber (low speed)	Minuteman International	_____ %off list
5.5	Scrubber (low speed)	NSS Enterprises, Inc	_____ %off list
5.6	Scrubber (low speed)	Nilfisk-Advance, Inc	_____ %off list
5.7	Scrubber (low speed)	Nobles Industries, Inc	_____ %off list
5.8	Scrubber (low speed)	Taski Floor Care Machines	_____ %off list
5.9	Scrubber (low speed)	Tennant Company	_____ %off list
5.10	Scrubber (low speed) Cleaning Equipment	Tomcat Commercial	_____ %off list
5.11	Scrubber (low speed)	Tornado Industries, Inc	_____ %off list
5.12	Scrubber (low speed)	Viper Industrial Products	_____ %off list
5.13	Scrubber (low speed)	Windsor Industries, Inc	_____ %off list
5.14	Scrubber (low speed)	ALTERNATE	_____ %off list

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*[Manufacturer, make and model]*

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(Signature of Bidder)

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(Date)

6     **PRICE PROPOSAL GROUP 3 – CARPET EXTRACTORS**

	<u><b>EQUIPMENT GROUP</b></u>	<u><b>MANUFACTURER</b></u>	<u><b>BID %</b></u>
6.1	Carpet Extractors	Eagle Power Products	_____ %off list
6.2	Carpet Extractors	Kent /Euroclean	_____ %off list
6.3	Carpet Extractors	Mastercraft Industries, Inc.	_____ %off list
6.4	Carpet Extractors	Minuteman International	_____ %off list
6.5	Carpet Extractors	NSS Enterprises, Inc	_____ %off list
6.6	Carpet Extractors	Nilfisk-Advance, Inc	_____ %off list
6.7	Carpet Extractors	Nobles Industries, Inc	_____ %off list
6.8	Carpet Extractors	Taski Floor Care Machines	_____ %off list
6.9	Carpet Extractors	Tennant Company	_____ %off list
6.10	Carpet Extractors Cleaning Equipment	Tomcat Commercial	_____ %off list
6.11	Carpet Extractors	Tornado Industries, Inc	_____ %off list
6.12	Carpet Extractors	Viper Industrial Products	_____ %off list
6.13	Carpet Extractors	Windsor Industries, Inc	_____ %off list
6.14	Carpet Extractors	ALTERNATE	_____ %off list

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*[Manufacturer, make and model]*

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(Signature of Bidder)

(Date)

7     **PRICE PROPOSAL GROUP 4 – VACUUMS**

	<u><b>EQUIPMENT GROUP</b></u>	<u><b>MANUFACTURER</b></u>	<u><b>BID %</b></u>
7.1	Vacuums (all types)	Eagle Power Products	_____ %off list
7.2	Vacuums (all types)	Kent /Euroclean	_____ %off list
7.3	Vacuums (all types)	Mastercraft Industries, Inc	_____ %off list
7.4	Vacuums (all types)	Minuteman International	_____ %off list
7.5	Vacuums (all types)	NSS Enterprises, Inc	_____ %off list
7.6	Vacuums (all types)	Nilfisk-Advance, Inc	_____ %off list
7.7	Vacuums (all types)	Nobles Industries, Inc	_____ %off list
7.8	Vacuums (all types)	Taski Floor Care Machines	_____ %off list
7.9	Vacuums (all types)	Tennant Company	_____ %off list
7.10	Vacuums (all types) Cleaning Equipment	Tomcat Commercial	_____ %off list
7.11	Vacuums (all types)	Tornado Industries, Inc	_____ %off list
7.12	Vacuums (all types)	Viper Industrial Products	_____ %off list
7.13	Vacuums (all types)	Windsor Industries, Inc	_____ %off list
7.14	Vacuums (all types)	ALTERNATE .	_____ %off list

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*[Manufacturer, make and model]*

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(Signature of Bidder)

(Date)

**8 PRICE PROPOSAL GROUP 5 – AUTOMATIC SCRUBBING MACHINES – WALK BEHIND**

	<u><b>EQUIPMENT GROUP</b></u>	<u><b>MANUFACTURER</b></u>	<u><b>BID %</b></u>
8.1	Automatic Scrubbing Machines Walk Behind	Eagle Power Products	_____ %off list
8.2	Automatic Scrubbing Machines Walk Behind	Kent /Euroclean	_____ %off list
8.3	Automatic Scrubbing Machines Walk Behind	Mastercraft Industries, Inc	_____ %off list
8.4	Automatic Scrubbing Machines Walk Behind	Minuteman International	_____ %off list
8.5	Automatic Scrubbing Machines Walk Behind	NSS Enterprises, Inc	_____ %off list
8.6	Automatic Scrubbing Machines Walk Behind	Nilfisk-Advance, Inc	_____ %off list
8.7	Automatic Scrubbing Machines Walk Behind	Nobles Industries, Inc	_____ %off list
8.8	Automatic Scrubbing Machines Walk Behind	Taski Floor Care Machines	_____ %off list
8.9	Automatic Scrubbing Machines Walk Behind	Tennant Company	_____ %off list
8.10	Automatic Scrubbing Machines Walk Behind Cleaning Equipment	Tomcat Commercial	_____ %off list
8.11	Automatic Scrubbing Machines Walk Behind	Tornado Industries, Inc	_____ %off list
8.12	Automatic Scrubbing Machines Walk Behind	Viper Industrial Products	_____ %off list
8.13	Automatic Scrubbing Machines Walk Behind	Windsor Industries, Inc	_____ %off list
8.14	Automatic Scrubbing Machines Walk Behind	ALTERNATE	_____ %off list

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*[Manufacturer, make and model]*

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(Signature of Bidder)

---

(Date)

**9 PRICE PROPOSAL GROUP 6 – AUTOMATIC SCRUBBING MACHINES – RIDE ON**

	<u><b>EQUIPMENT GROUP</b></u>	<u><b>MANUFACTURER</b></u>	<u><b>BID %</b></u>
9.1	Automatic Scrubbing Machines Ride On - ALL SIZES	Eagle Power Products	_____ %off list
9.2	Automatic Scrubbing Machines Ride On - ALL SIZES	Kent /Euroclean	_____ %off list
9.3	Automatic Scrubbing Machines Ride On - ALL SIZES	Mastercraft Industries, Inc	_____ %off list
9.4	Automatic Scrubbing Machines Ride On - ALL SIZES	Minuteman International	_____ %off list
9.5	Automatic Scrubbing Machines Ride On - ALL SIZES	NSS Enterprises, Inc	_____ %off list
9.6	Automatic Scrubbing Machines Ride On - ALL SIZES	Nilfisk-Advance, Inc	_____ %off list
9.7	Automatic Scrubbing Machines Ride On - ALL SIZES	Nobles Industries, Inc	_____ %off list
9.8	Automatic Scrubbing Machines Ride On - ALL SIZES	Taski Floor Care Machines	_____ %off list
9.9	Automatic Scrubbing Machines Ride On - ALL SIZES	Tennant Company	_____ %off list
9.10	Automatic Scrubbing Machines Ride On Cleaning Equipment - ALL SIZES	Tomcat Commercial	_____ %off list
9.11	Automatic Scrubbing Machines Ride On - ALL SIZES	Tornado Industries, Inc	_____ %off list
9.12	Automatic Scrubbing Machines Ride On - ALL SIZES	Viper Industrial Products	_____ %off list
9.13	Automatic Scrubbing Machines Ride On - ALL SIZES	Windsor Industries, Inc	_____ %off list
9.14	Automatic Scrubbing Machines Ride On - ALL SIZES	ALTERNATE	_____ %off list

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*[Manufacturer, make and model]*

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(Signature of Bidder)

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(Date)

10 **PRICE PROPOSAL GROUP 7 – PICK UP MACHINES – WALK BEHIND**

<u>EQUIPMENT GROUP</u>	<u>MANUFACTURER</u>	<u>BID %</u>
10.1 Pick Up Machines - Walk Behind	Eagle Power Products	_____ %off list
10.2 Pick Up Machines - Walk Behind	Kent /Euroclean	_____ %off list
10.3 Pick Up Machines - Walk Behind	Mastercraft Industries, Inc	_____ %off list
10.4 Pick Up Machines - Walk Behind	Minuteman International	_____ %off list
10.5 Pick Up Machines - Walk Behind	NSS Enterprises, Inc	_____ %off list
10.6 Pick Up Machines - Walk Behind	Nilfisk-Advance, Inc	_____ %off list
10.7 Pick Up Machines - Walk Behind	Nobles Industries, Inc	_____ %off list
10.8 Pick Up Machines - Walk Behind	Taski Floor Care Machines	_____ %off list
10.9 Pick Up Machines - Walk Behind	Tennant Company	_____ %off list
10.10 Pick Up Machines - Walk Behind Cleaning Equipment	Tomcat Commercial	_____ %off list
10.11 Pick Up Machines - Walk Behind	Tornado Industries, Inc	_____ %off list
10.12 Pick Up Machines - Walk Behind	Viper Industrial Products	_____ %off list
10.13 Pick Up Machines - Walk Behind	Windsor Industries, Inc	_____ %off list
10.14 Pick-Up Machines-Walk behind	ALTERNATE	_____ %off list

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*[Manufacturer, make and model]*

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(Signature of Bidder)

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(Date)

**11 PRICE PROPOSAL GROUP 8 – OTHER MISCELLANEOUS EQUIPMENT**

<u>EQUIPMENT GROUP</u>	<u>MANUFACTURER</u>	<u>BID %</u>
11.1 Other Miscellaneous Equipment	Eagle Power Products	_____ %off list
11.2 Other Miscellaneous Equipment	Kent /Euroclean	_____ %off list
11.3 Other Miscellaneous Equipment	Mastercraft Industries, Inc	_____ %off list
11.4 Other Miscellaneous Equipment	Minuteman International	_____ %off list
11.5 Other Miscellaneous Equipment	NSS Enterprises, Inc	_____ %off list
11.6 Other Miscellaneous Equipment	Nilfisk-Advance, Inc	_____ %off list
11.7 Other Miscellaneous Equipment	Nobles Industries, Inc	_____ %off list
11.8 Other Miscellaneous Equipment	Taski Floor Care Machines	_____ %off list
11.9 Other Miscellaneous Equipment	Tennant Company	_____ %off list
11.10 Other Miscellaneous Equipment Cleaning Equipment	Tomcat Commercial	_____ %off list
11.11 Other Miscellaneous Equipment	Tornado Industries, Inc	_____ %off list
11.12 Other Miscellaneous Equipment	Viper Industrial Products	_____ %off list
11.13 Other Miscellaneous Equipment	Windsor Industries, Inc	_____ %off list
11.14 Other Miscellaneous Equipment	ALTERNATE	_____ %off list

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*[Manufacturer, make and model]*

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(Signature of Bidder)

---

(Date)



12 **PRICE PROPOSAL GROUP 9 – PARTS AND ACCESSORIES**

<b><u>EQUIPMENT GROUP</u></b>	<b><u>MANUFACTURER</u></b>	<b><u>BID %</u></b>
12.1 Parts and Accessories	Eagle Power Products	_____ %off list
12.2 Parts and Accessories	Kent /Euroclean	_____ %off list
12.3 Parts and Accessories	Mastercraft Industries, Inc	_____ %off list
12.4 Parts and Accessories	Minuteman International	_____ %off list
12.5 Parts and Accessories	NSS Enterprises, Inc	_____ %off list
12.6 Parts and Accessories	Nilfisk-Advance, Inc	_____ %off list
12.7 Parts and Accessories	Nobles Industries, Inc	_____ %off list
12.8 Parts and Accessories	Taski Floor Care Machines	_____ %off list
12.9 Parts and Accessories	Tennant Company	_____ %off list
12.10 Parts and Accessories Cleaning Equipment	Tomcat Commercial	_____ %off list
12.11 Parts and Accessories	Tornado Industries, Inc	_____ %off list
12.12 Parts and Accessories	Viper Industrial Products	_____ %off list
12.13 Parts and Accessories	Windsor Industries, Inc	_____ %off list
12.14 Parts and Accessories	ALTERNATE	_____ %off list

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*[Manufacturer, make and model]*

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(Signature of Bidder)

---

(Date)

**12.15 Schedule of Unit Pricing – NOT USED**

**12.16 Time and Material Rates for Additional Work – NOT USED**

**12.17 Schedule(s) and Damages**

The undersigned agrees to delivery materials in accordance with the agreed upon schedules. BCPS reserves the right to acquire Floor care Machines and Associated Equipment on the open market if the award bidders fail to delivery per the agreed upon schedule and to assess the award bidder the difference in price.

**12.18 MBEUA**

Bidder must acknowledge receipt /review by including a signed and notarized copy of the Minority Business Enterprise Utilization Affidavit with their bid (Part IV, Page 13).

**12.19 Bid Bond / Payment Performance**

NOT REQUIRED

**12.20 Pre-Qualification**

Upon request, Award Bidder(s) must provide some evidence that they are factory-authorized dealers. Each Bidder/Manufacturer must supply a list of warranty repair and service centers for the Floor care Machines and Associated Equipment proposed/bid, within proximity to BCPS' OFFICE OF PHYSICAL FACILITIES - OPERATIONS and/or the greater Baltimore metropolitan area.

**12.21 Addenda**

Bidder(s) **must** acknowledge receipt of all addenda [issued] to the Drawings and Specifications by completing and submitting the "Acknowledgement of Addenda" form in Part IV.

**12.22 Contract**

If the undersigned receives written notice of award of the Contract, at his designated address, within ninety (90) days after bid opening (or later if bid has not been withdrawn), the undersigned agrees to execute and deliver a Contract and Bonds in accordance with the bid as accepted, within five (5) working days after receiving notice, or forfeit the amount of the Bid Bond.

---

(Signature of Bidder)

(Date)

**12.23 Warranty to the Lump Sum**

The undersigned affirms that the above prices represent the entire cost of the material/commodities to be provided in accordance with the Bid Documents. Claims made for any indexes or any other rates affecting costs will be made in accordance with Part II, Section 10.1 Submission of Request for CPI Increase.

NOTE: Bidder **must** select one.

If a corporation, give the state of incorporation using the phrase, "A corporation organized under the laws of \_\_\_\_\_."

If an individual using a trade name, give individual name, using the phrase, "An individual doing business under the firm name of \_\_\_\_\_."

If a partnership, give name of the partners using also the phrase, "Co-partners trading and doing business under the firm name of \_\_\_\_\_."

Respectfully submitted,

\_\_\_\_\_  
(COMPANY NAME OF BIDDER)

By \_\_\_\_\_

\_\_\_\_\_  
(Official title)

\_\_\_\_\_  
(Business Address)

Authorized Signature of Bidder \_\_\_\_\_ Date \_\_\_\_\_

13    **ACKNOWLEDGEMENT OF ADDENDA**

# BALTIMORE COUNTY PUBLIC SCHOOLS

DIVISION OF BUSINESS SERVICES  
1940 G GREENSPRING DRIVE  
TIMONIUM, MARYLAND 21093

DEPARTMENT OF FISCAL SERVICES

OFFICE OF PURCHASING  
TELEPHONE: (410) 887-4336  
FAX: (410) 887-7831

## **PURCHASE OF FLOOR CARE MACHINES AND ASSOCIATED EQUIPMENT**

**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

\_\_\_\_\_  
Vendor Name

14 PROPOSAL SHEET

# BALTIMORE COUNTY PUBLIC SCHOOLS

DIVISION OF BUSINESS SERVICES  
1940 G GREENSPRING DRIVE  
TIMONIUM, MARYLAND 21093

DEPARTMENT OF FISCAL SERVICES

OFFICE OF PURCHASING  
TELEPHONE: (410) 887-4336  
FAX: (410) 887-7831

## PURCHASE OF FLOOR CARE MACHINES AND ASSOCIATED EQUIPMENT

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

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: *(circle all that apply)*  
(African American) (Asian) (Women) (Hispanic) (American Indian) (Alaskan Native) (Physical or Mental Disabled Individual)

Is your company a small business with less than fifty-employees (50),  
that generates annual revenue less than seven (7) million dollars? ☐ Yes ☐ No

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 Part I: Terms and Conditions and Part II: Specifications-General Requirements, forming a part of the agreement and agree to furnish all permits, inspections, labor, equipment, and materials to complete work as specified for the price indicated, in the manner provided within these specifications, and especially on subsequent pages of this Proposal Sheet, for the Baltimore County Public Schools.

COMPANY \_\_\_\_\_ FEDERAL ID# \_\_\_\_\_

ADDRESS \_\_\_\_\_  
(street) (city, state) (zip code)

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

SIGNATURE \_\_\_\_\_

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

E-MAIL ADDRESS \_\_\_\_\_  
RETURN BID TO Office of Purchasing  
6901 Charles Street, Building "E"  
Towson, MD 21204  
Include Bid Number

**BALTIMORE COUNTY PUBLIC SCHOOLS****DIVISION OF BUSINESS SERVICES  
1940 G GREENSPRING DRIVE  
TIMONIUM, MARYLAND 21093****DEPARTMENT OF FISCAL SERVICES****OFFICE OF PURCHASING  
TELEPHONE: (410) 887-4336  
FAX: (410) 887-7831****PURCHASE OF FLOOR CARE MACHINES AND ASSOCIATED EQUIPMENT**

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, and its gross sales did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;
- .5 its retail operations did not employ more than 25 persons, and its gross sales did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;
- .6 its manufacturing operations did not employ more than 100 persons, and 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, and its gross sales did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years; and
- .8 its construction operations did not employ more than 50 persons, and its gross sales did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years.
- .9 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
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\_\_\_\_\_  
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).

## 16 STATE OF MARYLAND ANTI-BRIBERY AFFIDAVIT

**BALTIMORE COUNTY PUBLIC SCHOOLS**

DIVISION OF BUSINESS SERVICES  
1940 G GREENSPRING DRIVE  
TIMONIUM, MARYLAND 21093

DEPARTMENT OF FISCAL SERVICES

OFFICE OF PURCHASING  
TELEPHONE: (410) 887-4336  
FAX: (410) 887-7831

**PURCHASE OF FLOOR CARE MACHINES AND ASSOCIATED EQUIPMENT**

I HEREBY CERTIFY that

1. I am the \_\_\_\_\_ and the duly authorized representative of the  
firm of \_\_\_\_\_ whose 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

# BALTIMORE COUNTY PUBLIC SCHOOLS

DIVISION OF BUSINESS SERVICES  
1940 G GREENSPRING DRIVE  
TIMONIUM, MARYLAND 21093

DEPARTMENT OF FISCAL SERVICES

OFFICE OF PURCHASING  
TELEPHONE: (410) 887-4336  
FAX: (410) 887-7831

## PURCHASE OF FLOOR CARE MACHINES AND ASSOCIATED EQUIPMENT

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.

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



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

## BALTIMORE COUNTY PUBLIC SCHOOLS

DIVISION OF BUSINESS SERVICES  
1940 G GREENSPRING DRIVE  
TIMONIUM, MARYLAND 21093

DEPARTMENT OF FISCAL SERVICES

OFFICE OF PURCHASING  
TELEPHONE: (410) 887-4336  
FAX: (410) 887-7831

### **PURCHASE OF FLOOR CARE MACHINES AND ASSOCIATED EQUIPMENT**

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.

19 **SMALL / MINORITY BUSINESS ENTERPRISE UTILIZATION AFFIDAVIT**

# BALTIMORE COUNTY PUBLIC SCHOOLS

DIVISION OF BUSINESS SERVICES  
6901 Charles Street, Building "E"  
TIMONIUM, MARYLAND 21093

DEPARTMENT OF FISCAL SERVICES

OFFICE OF PURCHASING  
TELEPHONE: (410) 887-4336  
FAX: (410) 887-7831

## **PURCHASE OF FLOOR CARE MACHINES AND ASSOCIATED EQUIPMENT**

The undersigned as contractor does hereby make the following Affidavit. I acknowledge the Small Business Enterprise (SBE) and Certified Minority Business Enterprise (MBE) participation goal of fourteen (14%) 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 offers, 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 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

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_

\_\_\_\_\_  
Notary Public

# BALTIMORE COUNTY PUBLIC SCHOOLS

DIVISION OF BUSINESS SERVICES  
1940 G GREENSPRING DRIVE  
TIMONIUM, MARYLAND 21093

DEPARTMENT OF FISCAL SERVICES

OFFICE OF PURCHASING  
TELEPHONE: (410) 887-4336  
FAX: (410) 887-7831

## PURCHASE OF FLOOR CARE MACHINES AND ASSOCIATED EQUIPMENT

### YOU MUST COMPLETE AND RETURN THIS FORM WITH YOUR BID

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

---

PROJECT #1 Date Project Completed \_\_\_\_\_

---

Organization's/Company's Name for Public Project [indicate project/contract number]

---

Brief Project Description and Bid/Solicitation Number

---

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

---

PROJECT #2 Date Project Completed \_\_\_\_\_

---

Organization's/Company's Name for Public Project [indicate project/contract number]

---

Brief Project Description and Bid/Solicitation Number

---

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

---

PROJECT #3 Date Project Completed \_\_\_\_\_

---

Organization's/Company's Name for Public Project [indicate project/contract number]

---

Brief Project Description and Bid/Solicitation Number

---

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



**BALTIMORE COUNTY PUBLIC SCHOOLS**

DIVISION OF BUSINESS SERVICES  
1940 G GREENSPRING DRIVE  
TIMONIUM, MARYLAND 21093

DEPARTMENT OF FISCAL SERVICES

OFFICE OF PURCHASING  
TELEPHONE: (410) 887-4336  
FAX: (410) 887-7831

**PURCHASE OF FLOOR CARE MACHINES AND ASSOCIATED EQUIPMENT**

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/PROPOSALS for the FOLLOWING GOODS/SERVICES:

---

---

\_\_\_\_\_ 3. Please DELETE our name from future bids/proposals 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 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 Officer  
6901 Charles Street, Building "E"  
Towson, MD 21204

**END OF PART IV: FORM OF PROPOSAL**

**PART V – SMALL BUSINESS ENTERPRISE AND CERTIFIED MINORITY BUSINESS ENTERPRISE  
PROCEDURES**

**SMALL BUSINESS ENTERPRISE 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: November 1, 2005

# **BALTIMORE COUNTY PUBLIC SCHOOLS**

Joe A. Hairston, Superintendent

Towson, Maryland 21204-3711

## ***SMALL BUSINESS ENTERPRISE AND CERTIFIED MINORITY BUSINESS ENTERPRISE DOCUMENT CHECK LIST FOR BALTIMORE COUNTY FUNDED CONTRACTS***

### **1 Small Business and Certified Minority Business Enterprise Utilization Affidavit**

The bidder shall submit this affidavit with the bid proposal; failure to submit may result in the bid being determined non-responsive.

### **2 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.

### **3 Request for Waiver (if applicable)**

This form shall be submitted by the bidder if necessary. See procedures for instructions.

### **4 Small Business and Certified Minority Business Enterprise Subcontractor Unavailability Certificate**

This certificate must be signed by the bidder and accompanied by a list of small and certified minority business enterprise subcontractors or suppliers found to be unavailable.

### **5 Standard Monthly Contractor's Requisition for Payment**

The potential award bidder shall complete this form with each requisition submitted for payment. **This form shall be completed for construction projects only.**

#### **BALTIMORE COUNTY PUBLIC SCHOOLS**

Division of Physical Facilities  
Melanie Webster  
Minority Business Enterprise Officer  
Timonium Business Park  
6901 Charles Street, Building "E"  
Towson, MD 21204

Telephone: 410-887-4334  
Fax: 410-887-7831

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

**6 Purpose**

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

**7 Effective Date**

These procedures have been approved by Baltimore County Public Schools (BCPS), supersede previously approved Small Business and Certified Minority Business Enterprise procedures, and are in effect on or after April 2, 2001.

**8 Definitions**

**8.1 Small Business:**

A small business is a for-profit business, other than a broker, that meets the following criteria:

**8.1.1 Independently Owned**

Small Businesses are owned independently;

**8.1.2 Not a Subsidiary**

Small Businesses are not a subsidiary of another company;

**8.1.3 Wholesale operations**

The wholesale operations of a Small Business did not employ more than fifty-(50) persons, and its gross sales did not exceed an average of two million dollars (\$2,000,000) in its most recently completed 3 fiscal years;

**8.1.4 Retail Operations**

The retail operations of a Small Business did not employ more than twenty-five (25) persons, and its gross sales did not exceed an average of two-million dollars (\$2,000,000) in its most recently completed 3 fiscal years;

**8.1.5 Manufacturing Operations**

The manufacturing operations of a Small Business did not employ more than one-hundred (100) persons, and its gross sales did not exceed an average of two-million dollars (\$2,000,000) in its most recently completed 3 fiscal years;

**8.1.6 Service Operations**

The service operations of a Small Business did not employ more than one-hundred (100) persons, and its gross sales did not exceed an average of two-million dollars (\$2,000,000) in its most recently completed 3 fiscal years; and,



**8.1.7 Construction Operations**

The construction operations of a Small Business did not employ more than fifty-(50) persons, and its gross sales did not exceed an average of seven million dollars (\$7,000,000) in its most recently completed 3 fiscal years.

**8.2 Request for Supporting Documentation**

BCPS reserves the right to request tax documents to support a claim of Minority Business status.

**8.3 Certified Minority Business Enterprise (MBE)**

A Certified MBE 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.

**8.4 MBE Liaison**

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.

The MBE Liaison may assist the potential award bidder in identifying SBE/MBE firms that could participate in the contract.

**8.5 Potential Award Bidder**

Potential Award Bidder means a bidder deemed responsive and responsible pending approval by the Board of Education.

**8.6 Award Bidder**

Award Bidder means a responsive and responsible bidder approved by the Board of Education.

**8.7 Proposal Rejection**

Failure to provide required SBE/MBE participation forms may result in the rejection of the proposal.

**9 Implementing Procedures**

**9.1 EACH PROPOSAL SHALL INCLUDE THE FOLLOWING:**

**9.1.1 SBE & Certified MBE Affidavit**

A **notarized** Small Business Enterprise and Certified Minority Business Utilization Affidavit must be included with bidder's proposal/bid.

**9.1.2 Statement of Intent**

A properly executed Small Business Enterprise/Certified Minority Business Enterprise and Potential Award 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

#### **9.1.3 Request for Waiver**

If the bidder is unable to achieve the contract goal of 14 percent for SBE/MBE participation, the bidder will submit a written request for waiver by completing the Request for Waiver form, which shall include the following:

##### **9.1.3.1 Efforts to Portion Work**

A detailed statement of the efforts made by the bidder to identify and select portions of the work to be performed by subcontractors and/or suppliers in order to increase the likelihood of achieving the stated goal;

##### **9.1.3.2 Soliciting SBE/MBE**

A detailed statement of the efforts made by the bidder to solicit SBE/MBE firms;

##### **9.1.3.3 Contact with SBE/MBE**

A detailed statement of the bidder's efforts to make personal contact with SBE/MBE firms identified for item (2) above;

##### **9.1.3.4 Records**

A record of the name, address, telephone number and dates contacted for each SBE/MBE firm identified in items (2) and (3) above;

##### **9.1.3.5 Information Provided to SBE/MBE**

A description of the information provided to SBE/MBE firms regarding the plans, specifications, and the anticipated time schedule for portions of the work to be performed;

##### **9.1.3.6 Reason for Rejection**

A detailed statement of reasons for the rejection of a subcontractor's quotation from the SBE/MBE firm which the bidder considers not to be acceptable; and,

##### **9.1.3.7 SBE/MBE Not Available**

A list of SBE/MBE subcontractors and/or suppliers found to be unavailable. This list shall be accompanied by a Small Business Enterprise/Certified Minority Business Enterprise Subcontractor Unavailability Certificate form signed by the SBE/MBE firm and the bidder.

#### **9.1.4 Request for Waiver**

In the event a bidder seeks a waiver of the fourteen percent (14%) goal, the bidder shall submit to the MBE Liaison the completed request for waiver on

the standard BCPS form with an attachment consisting of the original Supporting documentation listed immediately above 4.2.b. (1)-(7).

## **9.2 BIDDER'S RESPONSIBILITIES**

### **9.2.1 Opportunity to Compete**

The bidder must ensure that SBE/MBE firms shall have the maximum practical opportunity to compete for subcontract.

### **9.2.2 Providing Information Requested**

The bidder shall provide information and documentation as requested by the MBE Liaison.

### **9.2.3 Records Maintenance**

The bidder shall maintain the following records:

#### **9.2.3.1 Utilization Compliance**

All documents necessary to confirm compliance with SBE/MBE utilization.

#### **9.2.3.2 SBE/MBE Records**

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.

#### **9.2.3.3 Dollar Value**

The actual dollar value of the work and/or services performed by the identified SBE/MBE.

#### **9.2.3.4 Records Retention**

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.

#### **9.2.3.5 Records Inspection**

All records and documents will be available for inspection by the MBE Liaison

### **9.2.4 Changing SBE/MBE Firms**

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.

**9.2.5 Written Summary**

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.

**9.2.6 Failure to Provide SBE/MBE Participation**

Failure of the potential award bidder/award bidder to provide required SBE/MBE participation may result in termination of this contract.

**10 Monitoring**

**10.1 Liaison Responsibility**

The MBE Liaison is responsible for reviewing and approving the SBE/MBE documentation

**10.2 Liaison Rights**

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 AND CERTIFIED MINORITY BUSINESS ENTERPRISE AND**  
**BIDDER'S STATEMENT OF INTENT**

PROJECT NAME: \_\_\_\_\_

PROJECT LOCATION: \_\_\_\_\_

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

B. Name of SBE/MBE: \_\_\_\_\_

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**

Project Name: \_\_\_\_\_ Bid No. \_\_\_\_\_  
Total contract amount (with accepted alternates).....\$ \_\_\_\_\_  
14% 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 14 percent 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. A detailed statement of the efforts made to solicit small business enterprise and/or certified minority business enterprise firms;
3. A detailed statement of the efforts to make personal contact with SBE/MBE firms identified for item (2) above;
4. A record of the name, address, telephone number, and dates contacted for each SBE/MBE firm for items (2) and (3) above;
5. A description of the information provided to SBE/MBE firms regarding the plans, specifications, and the anticipated time schedule for portions of the work to be performed;
6. A detailed statement of reasons for the rejection of a subcontractor's quotation from the SBE/MBE firm which the potential award bidder considers not be acceptable; and,
7. A list of SBE/MBE subcontractors found to be unavailable. This shall be accompanied by a Small Business Enterprise/Certified Minority Business Enterprise Subcontractor Unavailability Certificate form signed by the SBE/MBE firm and the potential award bidder.

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

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_

\_\_\_\_\_  
Notary Public

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

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

BALTIMORE COUNTY PUBLIC SCHOOLS  
**SMALL BUSINESS AND CERTIFIED MINORITY BUSINESS ENTERPRISE SUBCONTRACTOR  
 UNAVAILABILITY CERTIFICATE**

<b>Section I</b>	<p>It is hereby certified that the firm of _____          (Name of SBE/MBE firm)</p> <p>Located at _____ was offered an          (Complete Mailing Address)</p> <p>opportunity to bid on the _____ school project in Baltimore County by          (Name of School)</p> <p>_____ located at _____.          (Name of Bidder) (Complete Mailing Address and Telephone Number)</p>
<b>Section II</b>	<p>The _____ is either unavailable for the work/service, is          unable          (Name of SBE/MBE Firm)</p> <p>to prepare a bid for this project or did not respond to a request for a price proposal for the following          reason(s):</p>  <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>_____          (Certifying Agency &amp; Number)</p> <p>_____          (Telephone Number)</p> </div> <div style="width: 45%;"> <p>_____          (Signature)</p> <p>_____          (Title and Date)</p> </div> </div>
<b>Section III</b>	<p>To be completed by the potential award bidder if Section II of this form is not completed by the small          Business or certified minority business enterprise.</p> <p>To the best of my knowledge, information and belief said Small or Minority Business Enterprise is either          Unavailable for the work/service for this contract, is unable to prepare a bid, or did not respond to a request          For a price proposal and has not completed the above portion of this submittal.</p> <div style="text-align: right; margin-top: 20px;"> <p>_____          (Signature)</p> <p>_____          (Title and Date)</p> </div>

BALTIMORE COUNTY PUBLIC SCHOOLS  
**STANDARD MONTHLY CONTRACTOR'S REQUISITION FOR PAYMENT SMALL BUSINESS  
 AND/OR CERTIFIED MINORITY BUSINESS ENTERPRISE PARTICIPATION  
 CONSTRUCTION ONLY**

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

PROJECT TITLE: \_\_\_\_\_ BID NO: \_\_\_\_\_

LOCATION: \_\_\_\_\_ REQ NO: \_\_\_\_\_

ORGNL./ ADDTL	NAME OF SBE/MBE (Indicate SBE or MBE next to firm name)	TOTAL SBE/MBE CONTRACT	AMOUNT TO BE PAID THIS REQUISITION	PAID JULY 1, 20__ TO JUN 30, 20__	TOTAL PAID TO DATE
1	2	3	4	5	6
	<b>TOTAL</b>				

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

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

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

**END OF PART V: SBE / MBE PROCEDURES**