HARFORD COUNTY PUBLIC SCHOOLS
102 South Hickory Avenue
Bel Air, Maryland 21014

BID ANNOUNCEMENT

BID TITLE: Fire Alarm, Sprinkler and Life Safety Systems Inspections and On-Call Services (Re-Bid)

BID NUMBER: 20-JHS-039

BID OPENING DATE AND TIME: March 9, 2020, 2:30 pm local time

PLACE OF BID OPENING / BID MAILING ADDRESS: Purchasing Office
Harford County Public Schools
Administration Building, 3rd Floor
102 South Hickory Avenue
Bel Air, Maryland 21014

PURCHASING AGENT: Jennifer Horner, CPPB
Jennifer.Horner@hcps.org

QUESTIONS DUE DATE AND TIME: Questions must be emailed to Jennifer.Horner@hcps.org no later than 2:30 pm on February 20, 2020.


PRE-BID CONFERENCE: Not Required

BONDING: Bonds Are Not Required.

MBE DOCUMENTS: MBE Documents Are Not Required.

TIMELY DELIVERY OF BID DOCUMENTS: Bids must be received in the Purchasing Office before the bid opening. Bidders are reminded that not all special delivery carriers guarantee delivery to 102 S. Hickory Avenue, Bel Air, MD 21014 prior to 2:30 pm. Bids should be sealed and labeled in an envelope with the bid number, bid title and directed to the Purchasing Office – 3rd Floor.

INCLEMENT WEATHER: If Harford County Public Schools Administrative Offices are closed on the day a bid is due, that bid will be due at the same time the next day the Administrative Offices are open.

Bidders may obtain the Solicitation Documents by downloading the information at our website: www.hcps.org/departments/BusinessServices/purchasing.aspx. Bidders shall continue to check the HCPS website for possible addenda to the bid(s) prior to the bid opening date.

LATE BIDS WILL BE REJECTED AND RETURNED UNOPENED

Harford County Public Schools Nondiscrimination Statement

The Harford County Public School System (HCPS) does not discriminate on the basis of race, color, sex, age, national origin, religion, sexual orientation, gender identity, marital status, genetic information, disability, or any other basis prohibited by law with regard to employment or conditions of employment, or participation in or access to its programs, activities or services. Inquiries related to the non-discrimination policy of the Board of Education of Harford County should be directed to the Supervisor of Equity and Cultural Proficiency at 410-809-6065.
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AN INVITATION TO BID SUBMISSION

1.0 The Board of Education of Harford County hereinafter referred to as Harford County Public Schools or HCPS, invites all interested and qualified Contractors/Bidders to submit a bid. These specifications and requirements are intended to cover the procurement of services and/or commodities requested and include, but are not limited to, providing labor, materials, equipment and supervision of labor and subcontractors to complete requirements as identified by HCPS.

1.1 In accordance with State law and HCPS policies, notices and announcements shall be published a minimum of 14 calendar days in advance of due date for any bid having a potential award value of $25,000 or more.

1.2 Unless otherwise indicated, HCPS shall receive sealed bids until the date and time indicated on bid or as modified by addenda. Bids must be delivered to the HCPS, Purchasing Department, 102 South Hickory Ave., Third Floor, Room 310, Bel Air, Maryland 21014. Bids must be delivered in sealed envelopes and clearly marked on the outside: Name of Bidder, Due Date and Time, Solicitation/Bid Number and Solicitation Title. Late Bids will be rejected and returned unopened.

1.3 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 HCPS.

1.4 The Bidder or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, circumstances, prerequisites, qualifications and/or specifications before submitting their proposal/bid. A Bidder's failure to become fully informed is at the Bidder's sole and complete risk of loss. The Bidder shall have no right to any damages, cost and/or any other remedy at law or equity against HCPS for any miscalculation, misunderstanding, error (either omissions or commissions), mistake, misinterpretation, and/or the failure by the Bidder to obtain an award of bid, award of contract and/or profits, fees or money from HCPS when the Bidder failed to fully inform themselves. In the case of error in extension of prices in the bid, the unit price shall govern or the entire bid may be declared non-responsive.

1.5 The Bidder will not be allowed to offer more than one price on each item even though they may feel that they have 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 item will be rejected and the Bid will be declared non-responsive.

1.6 Where provision is made on the Bid 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 HCPS. When an aggregate bid is requested, the unit prices for each item shall be identified on the Proposal/Bid Form for accounting purposes. The unit prices in an aggregate bid should be consistent with the
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and On-Call Services (Re-Bid)

1.8 The product offered by the Bidder shall be new, not used, and the latest version. Should a product be discontinued and/or upgraded during the course of the Contract, the Awarded Bidder shall offer to HCPS a new alternate product meeting and/or exceeding the established specifications, under the same terms, conditions and prices as the originally offered item.

1.9 The Awarded Bidder, after award and before manufacture and/or shipment, may be required to submit working drawings or detailed descriptive data identified as acceptable to HCPS, which provide sufficient data to enable HCPS to judge the Bidder's compliance with specifications.

2.0 BID PREPARATION, PROPOSAL SHEET, AND BID OPENING

2.1 Bidder must submit one (1) original with original signatures and one (1) copy of the Bid using HCPS proposal/bid forms. The Bidder should make and retain one (1) copy of the Bid for their files. Bids must be signed and submitted by an authorized representative of the Bidder. 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 Signed bids shall be returned in a sealed envelope. When the Bid is sent by mail, the sealed envelope shall be enclosed in a separate sealed mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof. HCPS shall not accept any facsimile transmission or electronic submission to HCPS purchasing agents, representatives or employees as meeting the requirement of the sealed bid. A facsimile or electronic document shall not be considered a valid response to the Bid solicitation.

2.3 Each bid must show the full business address, telephone number, fax number and email address of the Bidder and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the Bid and Contract, including Letter of Intent, 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 to the contrary.

2.4 All bidders shall be required to complete the certificates and/or affidavits, and/or acknowledgements that are incorporated into the proposal pages of this specification. Such documents are required by local, state or federal funding agencies of HCPS as part of the bidding process. The documents may include but are not limited to: Anti-Bribery Affidavit, Debarment Certificate, Employment of Sex Offenders and Other Criminal Offenders Affidavit, Sales Tax Certification, Minority Bidder Status, and when applicable, Asbestos Free Certification and any others that may be required.

2.5 Bid Opening

2.5.1 At the public opening of the Bid, the Bidder’s names and their prices will be read and recorded. All bids submitted by the required time will be accepted for further evaluation. Following complete evaluation of the Bids following opening, bids may be rejected due to major irregularities or omissions and will be rendered as non-responsive. Bids will be tabulated or a bid abstract made.

2.5.2 Complete evaluations of the Bids will not take place at the bid opening and no indication of award will be made. HCPS reserves the right to review all responses and analyze the results of the procurement process.

2.5.3 A final recommendation(s) for contract award may be prepared for review and when required, approval by the Board of Education of Harford County.

2.5.4 The Board of Education of Harford County must approve contract awards of $100,000.00 or more. Formal contract award is contingent upon the required Board approval.
2.5.5 Bids may be cancelled in whole or in part if determined to be in the best interest of HCPS. After opening of bids, but before award, HCPS may reject all bids in whole or in part if determined to be in the best interest of HCPS.

2.5.6 Bids will be awarded to the lowest responsive and responsible bidder whose bid meets the requirements and evaluation criteria set forth in the invitation for bid and is the most favorable bid.

2.5.7 Irregularities:
Bidders may correct a minor irregularity and minor irregularities may be waived. A minor irregularity is one that is merely a matter of form and not of substance or pertains to an immaterial or inconsequential defect or variation in a bid, the correction or waiver of which would not be prejudicial to other bidders. When so noted, minor irregularities may be corrected within 48 hours following notification.

2.5.8 HCPS may not waive or permit a bidder to correct a defect or variation in a bid that is material as to price, quantity, quality or delivery.

2.5.9 Any omissions, errors, conflicts, or discrepancies in this document shall be called to the attention of HCPS IN WRITING within seven (7) days of receipt of the Bid and no later than 4 working days prior to the bid opening.

2.5.10 HCPS reserves the right to reject any or all proposals/bids and or waive technical defects and minor irregularities if, in its judgment the interests of HCPS shall so require. Bids may be withdrawn before the scheduled time of opening. Withdrawal is not permitted after the scheduled time of opening.

2.5.11 Minor defects and irregularities may be waived at the discretion of the Supervisor of Purchasing, HCPS or designee.

2.5.12 Up to and including the time for bid opening, a bidder may correct a defect or variation with respect to the Bid Bond, acknowledgement or addenda or MBE submission material.

2.6 At the time of the bid, opening each bidder will be presumed to have read and to be thoroughly familiar with the specifications and related documents (including all Addenda). The failure or omission of any bidder to receive or examine any form, instrument, or document, shall in no way relieve them from any obligation in respect of its bid.

3.0 MULTI-AGENCY PROCUREMENT

3.1 HCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the State of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The Supplier/Contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.

3.2 Each participating jurisdiction or agency shall enter into its own contract with the Awarded 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 Awarded Bidder. HCPS does not assume any responsibility other than to obtain pricing for the specifications provided.

4.0 **BID SECURITY – WHEN REQUIRED**

4.1 If so, stipulated in the Advertisement, Bid Announcement, or supplementary instructions to bidders, each Proposal/Bid shall be accompanied by a Bid Bond in the dollar amount of five Percent (5%) of the Base Bid. This Bid Bond pledges that the Bidder will enter into a Contract with HCPS on the terms stated in the Solicitation and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising hereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, where required, the amount of the Bid Security/Bid Bond/Surety Bond shall be forfeited to HCPS as liquidated damages, not as a penalty. This bond must be provided with the Proposal/Bid submission and failure to do so may be cause for rejection of the Bid as being non-responsive. The cost of the Bid Bond will be borne by the Bidder(s) in all instances.

4.2 If a surety bond is required, it shall be written on the appropriate AIA Document, Bid Bond, unless otherwise provided in the Bidding Documents and the attorney-in-fact who executes the Bond on behalf of the surety shall affix to the Bond a certified and current copy of the power of attorney. Individual surety bonds as detailed in State of Maryland COMAR 21.06.07.01 are also acceptable through an authorized individual surety agent.

4.3 HCPS will have the right to retain the Bid Security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished or (b) the specified time has elapsed so that bids may be withdrawn or (c) all proposals/bids have been rejected.

4.4 All 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. If a bonding company is used that is not on this list, the Contract will be Terminated for Default or if the required bond is a bid bond, this is just cause for rejection of the Bid as being non-responsive.

4.5 Performance Bonds and/or Payment Bonds may be required for proposals/bids meeting the following conditions. The Award Bidder(s) of this contract may be required to submit either one or both of these bonds within ten (10) days of receipt of the Notice of Intent to 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.

4.5.1 Performance Bond may be required for contracts and/or awards of contracts in excess of $100,000.00 for the amount of 100% of the contract price to cover faithful performance of the Contract. Simultaneously with their delivery of the executed contract, the Award Bidder must deliver to HCPS an executed bond in the amount of one hundred percent (100%) of the accepted bid as security for the faithful performance of their contract and for the payment of all persons performing labor or furnishing materials in connection therewith, prepared on the Standard Bond Form A-311 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 Harford County Public Schools and are authorized to transact business in this State. Performance Bonds shall be made out in the name of the “Board of Education of Harford County”.

4.5.2 Payment Bonds may be required for contracts and/or awards of construction contracts in excess of $100,000.00 for the amount of 100% of the contract price as security for the payment of all persons performing labor and furnishing materials in connection therewith
when required by HCPS. Payment Bonds shall be made out in the name of the "Board of Education of Harford County".

4.6 Certified checks in the amount(s) stated above will be accepted in lieu of the Performance Bond and Payment Bond only upon prior approval of the Supervisor 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 or payment.

4.6.1 Certified checks, if submitted, will be deposited in the HCPS bank account(s). Upon successful completion of the Contract, check(s) will be drawn upon the HCPS bank account(s) for the full amounts of both certified checks.

4.6.2 Certified checks shall be made out in the name of the "Board of Education of Harford County".

5.0 TIE BIDS

In the event of tie bids, the award(s) shall be made as per the procedure specified in the Harford County Public Schools Purchasing Manual.

6.0 BID PRICES

6.1 Any bidder may withdraw their bid submission prior to the bid opening date and time specified. After this, HCPS has a period of 120 days to issue a Purchase Order or have award of contract approved by the Board of Education. The Bidder agrees to retain all prices until such time.

6.2 Unit Prices must be rounded off to no more than two (2) decimal places, unless otherwise specified.

6.3 Cash discounts will not be taken into consideration in determining a contract award. All discounts, other than prompt payment, to be included in bid price.

6.4 HCPS reserves the right to accept price reductions from the Awarded Bidder during the term of this contract.

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

7.0 TAXES AND PERMITS

7.1 Materials, which are incorporated into work under formal or informal contracts, are not exempt from the Maryland State Sales or Use Tax. Awarded Bidders shall be responsible for paying such taxes when purchasing materials. HCPS tax-exempt certificates cannot be used by contract awardees.

7.2 Awarded Bidders shall obtain and pay for any permits required and provide a copy to HCPS as well as post a copy on site.

7.3 No charge will be allowed for federal, state or municipal sales and excise taxes from which HCPS is exempt. The price bid shall be net and shall not include any tax. Exemption certificates, if required, will be furnished on forms provided by the Bidder. HCPS is specifically exempt from retail sales tax under Maryland Certificate 3000120-1. Harford County Public Schools, Maryland is a political organization of the State of Maryland under the "Code of Maryland-Title 13A". The Internal Revenue Code Section 501 specifically exempts political organizations from Federal Income Tax. Harford County Public Schools, Maryland Federal Tax ID is #52-6000955.
8.0 BILLING AND PAYMENTS

8.1 Each invoice shall list the purchase order number or contract number of HCPS and the items on the invoice shall be listed in the same order as on the purchase order. Unless otherwise instructed, the Contractor will submit invoice payment requests to the Director of Facilities, Hickory Annex, 2209 Conowingo Road, Bel Air, Maryland 21015.

8.2 Payment in full will only be made upon completion of contract. Milestone/progress payments must receive the prior approval of the Director of Facilities.

8.3 Standard HCPS payment terms are net thirty (30) days.

8.4 HCPS will not pay freight bills, unless stated otherwise. Delivery shall be F.O.B., to the destination(s) as noted on Purchase Order.

9.0 GOVERNING LAW AND DISPUTE RESOLUTION

9.1 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 located in Harford County, Maryland.

9.2 Alternative Dispute Resolution (ADR) must be used by the parties should HCPS, at its sole discretion, decides to use ADR. In the event ADR was not used by the choice of HCPS or fails, the parties shall be entitled to pursue applicable administrative or judicial relief.

10.0 ADDENDA

10.1 All changes to the Bid Specifications will be made through appropriate addenda issued from the Purchasing Department.

10.2 Addenda notices will be posted on the Purchasing Department web site. (http://www.hcps.org)

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

10.4 No Addenda will be issued later than four (4) days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one, which postpones the date for receipt of Bids.

10.5 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 Form. The Addenda Form shall be completed and returned with the Bid Proposal response. Failure to return the Addenda Form may be reason for rejection of the Bid.

11.0 INSURANCE

11.1 Awarded Bidder’s Liability Insurance

11.1.1 The Awarded Bidder shall purchase and maintain in a Company or Companies acceptable to the HCPS such insurance as will protect HCPS from claims which may arise out of or result from the Awarded Bidder’s operations under the Contract, whether such operations be by themselves or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 claims under Workers’ or Workmen’s Compensation, Disability Benefit and other similar employee benefit acts;

.2 claims for damages because of bodily injury, occupational sickness or disease, or
.3 claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;

.4 claims for damages insured by usual personal injury liability coverage, which are sustained (1) by any person as results of an offense directly or indirectly related to the employment of such person by the Awarded Bidder, or (2) by any other person;

.5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;

.6 claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle; and

.7 claims for damages because of employee dishonesty by any of the Awarded Bidder’s employees.

11.1.2 All bidders must review in detail the insurance requirements contained in the attached document. These requirements are recommended by the Maryland Association of Boards of Education Group Insurance Pool. Please have your insurance agent/company review these insurance requirements prior to submitting a bid or offer. Failure to comply with these insurance requirements may render the Bid/Offer as non-responsive. All exceptions to the requirements must be so noted and clearly detailed in the bid response.

11.1.3 Certificates of Insurance acceptable to the HCPS shall be filed with the HCPS prior to commencement of the Work. The Certificates of Insurance will state that such insurance is in force and cannot be cancelled or released except upon thirty (30) days prior written notice to HCPS. **The Certificate of Insurance must name Board of Education of Harford County as an additional insured.**

11.2 Property Insurance

11.2.1 The Awarded Bidder shall purchase and maintain boiler and machinery insurance if this contract includes installation, modification or repair of such equipment. This insurance shall be at limits of not less than $500,000, covering all boilers and other equipment not covered for explosion by standard property insurance policies. This insurance shall include the interests of the HCPS, the Awarded Bidder, Subcontractors and Sub-subcontractors in the Work.

11.3 Evidence of Insurance

11.3.1 Prior to the Award of Contract, the Awarded Bidder is required to submit a Certificate of Insurance evidencing Worker’s Compensation and Employer Liability Insurance in the amounts required above, and in addition, this certificate will indicate the amounts of insurance carried by the Bidder of the following types: Comprehensive General Liability Insurance, Comprehensive Automobile Insurance, Excess Liability Insurance, and any other insurance coverage maintained by the Awarded Bidder. The Certificates of Insurance will state that such insurance is in force and cannot be cancelled or released except upon thirty (30) days prior written notice to HCPS. **The Certificate of insurance must name Board of Education of Harford County as an additional insured.**

11.3.2 All Required Insurance Coverage must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to HCPS. The Insurers must also have a policyholder’s rating of “B” or better, and a financial size of “Class VII” or better in the latest evaluation by A. M. Best Company. HCPS hereby grants specific approval for the acquisition of Worker’s Compensation and Employer’s Liability Insurance from the Injured.
Worker’s Insurance Fund of Maryland.

12.0 **DIRECT DAMAGES**

HCPS reserves the right to pursue any and all damages against the Awarded Bidder or against any bond or surety relating to the contract in the event of a breach of the Contract by the Awarded Bidder.

13.0 **TERMINATIONS FOR CAUSE OR CONVENIENCE**

13.1 HCPS reserves the right to terminate any contract if in its opinion there shall be failure at any time by the Contractor of promptly and faithfully performing any of its terms under this Contract. If the Contract is terminated for cause, HCPS reserves the right to complete the work by whatever reasonable method HCPS deems appropriate. All charges incurred by HCPS will be deducted from monies that may be due to the Contractor or the Contractor or its Surety will be charged for any and all costs incurred by HCPS directly related to contract completion.

13.2 HCPS reserves the right to terminate this Contract, in whole or in part, for convenience.

13.3 Termination for Non-Appropriation. HCPS reserves the right to terminate this contract, in whole or part, due to non-appropriation of funds or funds that are otherwise made unavailable to support continuation in any fiscal year succeeding the first fiscal year. Notification of contract termination will be given to the Contractor thirty (30) days in advance and will be in effect at the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.

14.0 **DRUG, TOBACCO, AND ALCOHOL**

14.1 All HCPS properties are “drug, tobacco, and alcohol-free zones” as designated by Local and State laws. Neither the Consultant or their employees (or sub-Consultants) are permitted to have any tobacco products, vaporizers, e-cigarettes, illegal or prescription drugs, or alcohol products on HCPS property. Use or possession of such items on HCPS property will result in immediate termination of the Agreement. Use or possession of such items on school properties will result in immediate termination for cause of the Contract.

14.2 Upon termination of the Contract, the Awarded Bidder will be paid for all services performed to date but will not be paid for any lost profit or anticipated profits due to termination of the Contract. The Awarded Bidder will also be removed from all bids with HCPS for a period of time not to exceed two years and HCPS will provide an “unsatisfactory” reference when inquiries are made.

15.0 **PROTEST AND APPEAL PROCESS**

15.1 Any bidder/offeror objecting to the recommendation for award or the award of contract may appeal the action to the Supervisor of Purchasing by formal notification in writing within 10 business days of award. A formal written response to the appeal shall be issued within 30 days following receipt of the formal protest. The decision of the Supervisor of Purchasing may be appealed to the Superintendent of Schools within five (5) business days following receipt of decision from the Supervisor of Purchasing. The decision of the Superintendent is final and conclusive.

16.0 **NONDISCRIMINATION**

16.1 The Contractor shall comply with all Federal and State anti-discrimination laws in the performance of this contract.

16.2 The Harford County Public School System (HCPS) does not discriminate on the basis of race, color, sex, age, national origin, religion, sexual orientation, gender identity, marital status, genetic information, disability, or any other basis prohibited by law with regard to employment or conditions of employment, or participation in or access to its programs, activities or services. Inquiries related
16.3 The Awarded Bidder shall furnish, if requested by HCPS, a compliance report concerning their employment practices and policies in order for HCPS to ascertain compliance with the special provisions of this contract concerning discrimination in employment.

16.4 In the event the Awarded Bidder is deemed noncompliant with the nondiscrimination clause of this contract, this contract may be canceled, terminated or suspended in whole or in part and the Awarded Bidder may be declared ineligible for further/future HCPS' work.

17.0 NON-HIRING OF EMPLOYEES BY AWARDED BIDDER OR HCPS

17.1 No employee of the HCPS or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the HCPS or any unit thereof.

17.2 No employee of the Awarded Bidder or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the Awarded Bidder or any unit thereof.

18.0 FINANCIAL DISCLOSURE

The Awarded Bidder shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State of Maryland or its agencies, including school districts, during a calendar year under which the business is to receive in the aggregate $100,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reached $100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

19.0 POLITICAL CONTRIBUTION DISCLOSURE

The Awarded Bidder shall comply with the provisions of Section 14-101 et seq. of the Election Law Article of the Maryland Code, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, including school districts, during a calendar year under which the person receives in the aggregate $10,000 or more, shall, on or before February 1 of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of $100 to a candidate for elective office in any primary or general election.

20.0 RETENTION OF RECORDS

The Awarded Bidder shall retain and maintain all records and documents relating to this contract for three (3) years after final payment by HCPS hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of HCPS or designee, at all reasonable times.

21.0 ANNULMENTS AND RESERVATIONS

21.1 HCPS reserves the right to reject any or all bids and re-advertise for other bids for the identical requirement if it is in the best interest of HCPS.

21.2 HCPS reserves the right to waive technical defects within submittals.

21.3 HCPS may conduct any necessary investigation to determine the ability of the Bidder to perform
the work, and the Bidder shall furnish to the HCPS all such information and data requested. HCPS reserves the right to reject any proposal if the evidence submitted by the Bidder or investigation of such bidder fails to satisfy HCPS that such bidder is properly qualified to carry out the obligations of the Contract and to complete all stipulated requirements. **Conditional proposals will not be considered.**

21.4 HCPS reserves the right to annul any contract, if in its opinion there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon HCPS, materials, products and/or workmanship inferior to that required by the Awarded Bidder, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of HCPS to damages for the breach of any covenant of the Contract by the Awarded Bidder.

21.5 Unbalanced bids may be deemed non-responsive.

21.6 HCPS shall have the right to reject any or all bids, reject a bid not accompanied by a required bid security or by other data required by the Bidding Documents, or reject a bid which is in any way incomplete or irregular.

22.0 **DELIVERY REQUIREMENTS**

All supplies and/or materials must be held by the Awarded Bidder until needed at the site, unless they can be stored in the area in which the work is to be done and that area has been closed to occupant usage. The Awarded Bidder shall obtain the permission of the HCPS representative regarding any needed storage of materials and equipment. Such storage shall be done in such a manner as not to interfere with the building schedule. The Awarded Bidder shall be responsible for any and all accidents caused by negligence from this source. HCPS does not accept responsibility for losses of material or equipment, regardless of approval to store, in any institution's facilities or grounds.

23.0 **INSPECTIONS/CORRECTION OF WORK**

All work and materials, all processes of manufacturer, and all methods of construction shall be at all times and places subject to the inspection of HCPS who shall be the final judge of the quality and suitability of the work, materials, process of manufacturer and methods of construction for the purposes for which they are contracted and used. Should they fail to meet the necessary approval, they shall be corrected, made good or replaced at the Contractor’s expense, and to the complete satisfaction of HCPS. Rejected material shall be immediately removed from the site. Failure to correct the work shall be grounds for immediate termination of the Contract.

24.0 **COMPLIANCE WITH SPECIFICATIONS**

24.1 The Awarded Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission but shall fully complete every part as the true intent and meaning of the drawings and specifications as described.

24.2 The Awarded Bidder, after award and prior to starting work, may be required to submit working drawings or detailed descriptive data identified as acceptable to HCPS, which provide sufficient data to enable HCPS to judge the Awarded Bidder's compliance with the specifications.

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

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

24.5 In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Bidder shall call the attention of the applicable HCPS designee(s) to such conflict for a decision before proceeding with any work.
Any deviations to the Specifications or Statement of Work must be clearly noted in detail by the Bidder/Offeror, in writing, at the time of submittal of the formal proposal. Any deviations, alternations or changes to the bid document or from the specifications as written may result in rejection of the Bidder’s/Offeror’s proposal or materials delivered.

25.0 GUARANTEE AND WARRANTY

25.1 The Awarded Bidder shall unconditionally guarantee the materials and workmanship of all equipment and materials furnished by the Awarded Bidder, its subcontractors or suppliers for a period of at least one year from the date of acceptance of the installation by HCPS. If the manufacturer warrants equipment for a period longer than one year, the Awarded Bidder shall pass through this extended warranty to HCPS.

25.2 In the event the Awarded Bidder fails to repair, replace, adjust, rectify, remedy, correct or complete the items, defects, deterioration, faulty design or installation and/or un-workmanlike performance, then HCPS may have the right to secure the services of another contractor to correct the work or complete the performance required by the award of this bid. The Awarded Bidder shall be solely responsible for any and all cost, expenses and monies due the new contractor.

25.3 The Awarded Bidder must act as the manufacturer’s agent for all warranty claims.

26.0 SUBCONTRACTORS

26.1 All subcontractors, prior to their use by the Awarded Bidder in any HCPS facility, must be approved by HCPS. Awarded Bidder shall submit with their bid a list of subcontractors that they will employ and utilize for HCPS work. The responsibility for updating this list is the Awarded Bidders and utilization of a HCPS non-approved subcontractor is grounds for suspension or termination. This is in addition to any special provisions, which may apply as a result of MBE/WBE requirements, which may become part of this solicitation.

26.2 The Awarded Bidder 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. The Awarded Bidder shall provide the name of the Subcontractor(s) they intend 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 HCPS. The information may be used in considering the potential performance capabilities of the Subcontractor(s).

27.0 AWARDED BIDDER’S RESPONSIBILITY

27.1 Awarded Bidders may be required pursuant to the Business Regulation Article of the Maryland Code, to provide proof of Certificate of Registry.

27.2 Awarded Bidders are responsible to protect all existing and newly installed work, materials, equipment and landscaping. Any HCPS property damaged shall be replaced or repaired to the satisfaction of HCPS.

27.3 Awarded Bidders are responsible for having all employees sign-in and sign-out at the work site. Use the appropriate form provided by the school office.

27.4 Awarded Bidders are responsible for daily removal of all debris from the work site and to keep the work site tidy as work progresses. Under no circumstance shall Awarded Bidders use HCPS garbage and/or recycling dumpsters to dispose of debris.

27.5 Unless otherwise stipulated, HCPS shall provide and pay for water, heat, telephone and utilities used or consumed by the Awarded Bidder during the performance of the work or services hereunder if they are currently available at the work site. However, the Awarded Bidder shall
install and pay for the costs of any temporary facilities not already in existence, which will be required during construction for accessing such water, heat and utilities.

27.6 Awarded Bidders are responsible for coordinating planned interruptions of utility service with HCPS.

27.7 Awarded Bidders are responsible to notify HCPS of any occurrence of pre-existing condition that would prevent the completion of work as specified. Any changes in the scope of work and any resulting changes in cost shall be agreed to in writing by HCPS. HCPS assumes no responsibility for verbal changes in the Scope of Work or cost. Contract/Scope changes must be reflected in an authorized change order approved by the Supervisor of Purchasing.

27.8 Awarded Bidders may be responsible at the discretion of HCPS to complete the American Institute of Architects (AIA) Abbreviated Form of Agreement between HCPS and Awarded Bidder.

27.9 Awarded Bidders are responsible to provide their own materials, tools and equipment. HCPS assumes no responsibility for vandalism or theft of Awarded Bidder’s property.

27.10 At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Solicitation, Specifications, Plans and Contract Documents (including all Addenda). The failure or omission of any bidder to receive or examine any form, instrument, or document, shall in no way relieve any bidder from any obligation in respect of his bid.

27.11 Awarded Bidder shall be responsible for ensuring that employees assigned to HCPS sites, either employed by Awarded Bidder or their subcontractor(s), have successfully passed a criminal background check, to the satisfaction of Harford County Public Schools. The Awarded Bidder shall not use any employees, including subcontractor employees that are hired or obtained from any penal pre-release or work-release programs.

28.0 SAFETY AND CODE REQUIREMENTS

All materials and labor shall comply with the following requirements:

28.1 Awarded Bidder shall comply with all Federal, State, and Local laws, ordinances and regulations pertaining to work under their charge and these shall be construed as the minimum requirements of these specifications.

28.2 Awarded Bidder shall provide all equipment and machinery furnished and delivered to HCPS complying with the safety regulations as required by OSHA and the Maryland State Safety Health Act known as MOSHA meeting the CFR-1910 MOSH Standard.

28.3 Awarded Bidder shall submit Safety Data Sheets (SDS) for all supplies, materials, equipment or any other substances furnished and/or installed under this proposal in accordance with OSHA Hazardous Communication Standard 29 CFR 1910.101, 29 CFR 1910.1200 and 29 CFR 1926.58 or any other applicable state, federal, or local regulation. The Awarded Bidder must submit SDS sheets to each school or facility that receives any such supplies, materials, equipment or any other substances furnished and/or installed by the Awarded Bidder. Failure on the part of the Awarded Bidder to furnish the necessary SDS sheets will result in the withholding of final payment.

28.4 Standards are as defined in the latest issue from the following:

AABC  Associated Air Balance Council
ADC   Air Diffusion Council
AGA   American Gas Association
ADA   American's With Disabilities Act
AMCA  Air Moving and Conditioning Association
28.5 No new, replacement or restoration materials shall contain asbestos or asbestiform minerals in an amount greater than 0.0% as determined by Polarized Light Microscopy (PLM) as prescribed in Federal Regulation 40 CFR 763.87. For materials that are tightly bound (e.g. floor tile, roofing asphalt and felts, adhesive/mastic, caulk, glaze, etc.) and for which PLM analysis is not conclusive, transmission electron microscopy must be used for analysis. If no commercially available material meets this criterion, written authorization for use of the material shall be obtained from the HCPS Project Manager. All materials delivered to or used on HCPS 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.

28.6 No new, replacement or restoration materials shall contain lead in an amount greater than 0.00 milligrams per liter or 0.00 milligrams per kilogram. If no commercially available material meets either criterion, written authorization for use of the material shall be obtained from the HCPS Project Manager.

28.7 All Harford County codes and regulations including the latest edition of The International Building Code are relevant.

28.8 Awarded Bidder shall insure that all modifications address the provisions of the ADA.

29.0 CONCEALED OR UNKNOWN CONDITIONS

In the performance of any work or services, if the Awarded Bidder encounters conditions at the Facilities that are (1) subsurface if otherwise concealed physical conditions that differ materially from those indicated on the drawings furnished by HCPS or (2) unknown physical conditions of an unusual nature that differ materially from those conditions normally found to exist and generally recognized as inherent in the construction activities if the type and character as that which is described, then the Awarded Bidder shall notify HCPS of such conditions promptly, prior to significantly disturbing the same, and in no event later than 2 days after the first observation the conditions. If such conditions differ materially and cause an increase or decrease in the Awarded Bidder's cost of, or time required for, performance of any part of the work or services, the Awarded Bidder shall be entitled to, and HCPS shall consent in writing to, an equitable adjustment in the amounts paid to the Awarded Bidder pursuant to this Agreement, the times for performance or both.
30.0 INDEMNIFICATION

30.1 To the fullest extent permitted by law, the Awarded Bidder shall indemnify and hold harmless the Harford County Public Schools and the Board of Education of Harford County and its officials and employees, Construction Manager, Architect, Construction Manager's and Architect's Consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses including, but not limited to, attorneys' fees, arising out of or resulting from performance of the work but only to the extent caused in whole or in part by negligent acts or omissions of the Awarded Bidder, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described within this indemnification.

30.2 In claims against any person or entity indemnified within this indemnification by an employee of the Awarded Bidder, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Awarded Bidder or a subcontractor under Workers' Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

30.3 The obligations of the Awarded Bidder within this indemnification shall not extend to the liability of the Construction Manager, Architect, their consultants and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or specifications, or (2) the giving of or the failure to give directions or instructions by the Construction Manager, Architect, their consultants, and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

31.0 ACCESS TO FACILITIES FOR PERFORMANCE

From the date hereof and throughout the term of this agreement, the Awarded Bidder shall have reasonable access to the Facilities and relevant personnel of HCPS to perform its obligations and to investigate performance of the equipment, systems and operations of the Facilities.

32.0 SUSPENSION OF WORK

32.1 HCPS may unilaterally order the Awarded Bidder in writing to suspend, delay, or interrupt all or any part of the work for such period of time as may be appropriate for the convenience of the HCPS. Such suspensions, delays or interruptions should be for less than sixty (60) days unless there are extenuating circumstances.

32.2 The times required and the completion of work shall be equitably adjusted to take into account the period of such suspensions, delay or interruption.

32.3 HCPS will compensate the Awarded Bidder only for the cost(s) to re-mobilize to the Facilities any equipment that had to be leased or rented for the suspension period that was critical to the operation of the Facility and any offsite storage cost(s) besides the Awarded Bidder's facility that had to be used to store materials related to the work. The Awarded Bidder shall, at the suspension of work, notify the HCPS of any such charges stating the monetary damages that will incur and shall document weekly in writing to the HCPS the cumulative costs during the delay period. In no way will any approved delay effect the warranty period regarding any accepted completion by the HCPS relating to equipment installed by the Awarded Bidder, its subcontractors and suppliers.

33.0 DELAYS, EXTENSIONS OF TIME

33.1 The Bidder agrees to perform all work and provide all supplies or materials, in accordance with all
the sections of this bid in a timely, continuous and diligent manner in order to comply with the time requirements set forth in this bid and/or the Contract. The Bidder acknowledges and agrees that the only party that may grant a legally binding time extension or agree to a substitution of products, materials, equipment and/or supplies is the Supervisor of Purchasing. Any and all time extensions and/or changes/substitutions of products, materials, equipment and/or supplies must be requested in writing by the Bidder before the extension and/or change takes place and approved in writing by HCPS.

33.2 Any delays by the Awarded Bidder to commence work will not change the Completion Date or relinquish the Awarded Bidder from the responsibility of meeting the established completion requirements by the Completion Date unless written permission has been granted from the Supervisor of Purchasing.

34.0 HAZARDOUS MATERIALS

34.1 The Awarded Bidder's work and other services pursuant to or in connection with this Agreement includes work connected and associated with asbestos, lead, polychlorinated biphenyl (“PCB”), fluorescent light bulbs, or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). The Awarded Bidder shall be required to perform identification, abatement, cleanup, control, and removal of Hazardous Materials. HCPS warrants and represents that, except as set forth in the Technical Proposal, there are no Hazardous Materials on the Facilities that will in any way affect the Awarded Bidder's work or any other services and HCPS has disclosed to the Awarded Bidder the existence and location of any Hazardous Materials in all areas within which the Awarded Bidder will be performing any part of the work or other services. The existence or location of any Hazardous Materials that have been disclosed by HCPS to the Awarded Bidder prior to the execution hereof, or that were otherwise identified in the Technical Specifications, shall be the exclusive responsibility of the Awarded Bidder.

34.2 Should the Awarded Bidder become aware of or suspect the presence of Hazardous Materials, other than already disclosed by HCPS within the Technical Specifications, the Awarded Bidder shall immediately stop work in the affected area and notify HCPS. HCPS will be responsible for taking any and all actions necessary to correct the condition in accordance with all applicable laws and regulations. The Awarded Bidder shall be required to resume performance of the work or any HCPS requested work in the affected areas only in the absence of Hazardous Materials or when the affected area has been rendered harmless. Except as set forth in the Technical Specifications, the Awarded Bidder shall not be obligated to transport or handle Hazardous Material, to provide any notices to any governmental authority or agency, or to inspect or examine the Facilities for the presence of Hazardous Material.

35.0 BIDDER SUBMITTALS

35.1 BIDDERS MUST SUBMIT THE FOLLOWING:

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

35.1.2 Awarded Bidder's must provide a Certificate of Insurance evidencing Worker's Compensation and Employer Liability Insurance in the amounts required above, and in addition, this certificate will indicate the amounts of insurance carried by the Awarded Bidder of the following types within 10 days of being notified of being the Apparent Awarded Bidder:

- Comprehensive General Liability Insurance
- Comprehensive Automobile Insurance
- Excess Liability Insurance
- and any other insurance coverage maintained by the Awarded Bidder
35.1.3 Awarded 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 provide a tax certification number **within 10 days of being
notified of being the Apparent Award Bidder.** Visit the following website to ensure
compliance: [http://www.dat.state.md.us/sdatweb/charter.html](http://www.dat.state.md.us/sdatweb/charter.html).

36.0 **SUBSTITUTIONS**

Bids shall be based upon the materials, systems, and equipment required by the bidding documents
without exception.

37.0 **ROYALTIES AND PATENTS**

The Awarded Bidder shall pay all royalties and license fees. The Awarded Bidder shall defend suits or
claims for infringement of patent rights and shall hold HCPS, Construction Manager, and/or the
Architect/Engineer/Designer harmless from loss on account thereof, but shall not be responsible for such
defense or loss when a particular design process or product of a particular manufacturer or manufacturers
is required by the Contract Documents. However, if the Awarded Bidder has reason to believe that the
required design process or product is an infringement of a patent, the Awarded Bidder shall be responsible
for such loss unless such information is promptly furnished to HCPS and/or the
Architect/Engineer/Designer.

38.0 **ILLEGAL IMMIGRANT LABOR**

The use of illegal immigrant labor to fulfill contracts solicited by HCPS 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.

39.0 **FOREIGN LANGUAGE TRANSLATOR REQUIREMENT**

39.1 HCPS requires an awarded bidder to have on site, a full-time interpreter that is fluent in speaking
and understanding an employee’s native language if the Contractor has on site an employee that
does not speak English.

39.2 Failure of an awarded 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 for Cause.

40.0 **EMPLOYMENT OF CHILD SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS**

40.1 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 Awarded Bidder, the
Awarded Bidder is prohibited from assigning that employee to perform management,
delivery, installation, repair, construction or any other type of services on any HCPS
property, including the project property. Violation of this provision may result in
Termination for Cause.

40.2 Contractor acknowledges and agrees that, pursuant to Section §6-113 of the Education Article of
Maryland Code, Contractor is prohibited from knowingly assigning or permitting it’s Subcontractors
from knowingly assigning any of the Contractor’s or Subcontractor’s employees to work in, on or
about school premises if such employee may or would have direct, unsupervised and uncontrolled
access to children if the employee has been convicted of, pled guilty or nolo contendere, to any of
the following crimes.
40.2.1 A sexual offense in the third or fourth degree under §3-307 or §3-308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under §3-307 or §3-308 of the Criminal Law Article if committed in Maryland;

40.2.2 Child sexual abuse under §3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under §3-602 of the Criminal Law Article if committed in Maryland; or

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

40.3 Direct unsupervised and uncontrolled access with students is prohibited. If you, as the Contractor/Site Supervisor, witness or suspect your employee(s) entering into a student area, action must be taken immediately to rectify the situation.

40.4 The apparent low bidder shall complete and submit the Employment of Sex Offenders and Other Criminal Offenders Affidavit, which is specified in the bid documents within ten (10) working days of receiving notification of potential award.

41.0 CRIMINAL BACKGROUND CHECKS FOR CONTRACTORS

Amendments to Section §5-561 of the Family Law Article of the Maryland Code effective July 1, 2015, require each Contractor and Sub-Contractor with a local school system to ensure that any individuals in their work force undergo a criminal background check and fingerprinting if such individual will work in, on or about school premises and the individual will have direct, unsupervised and uncontrolled access to children.

The term “work force” means any of the Contractor’s employees or the Contractor’s Sub-Contractors and their employees.

Contractor shall cause any member of Contractor’s work force to undergo a criminal history background check, including fingerprinting, if such work force member may or will work in, on or about school premises and may, or will have direct, unsupervised and uncontrolled access to children. Such background check and fingerprinting shall meet the requirements of Section §5-560 to §5-569 of the Family Law Article of the Maryland Code.

The cost of such criminal background check and fingerprinting shall be paid by Contractor.

HCPS shall have the right, in its sole discretion, to prohibit any individual from performing any work at, or in or about school premises based on such individual’s criminal background check.

41.1 IN ADDITION to the above requirements, Contractors shall comply with the requirements of House Bill 486 passed by the General Assembly in 2019, regarding screening of applicants for employment.
41.1.1 Effective July 1, 2019
41.1.2 MSDE Guidance for House Bill 486 – Child Sexual and Sexual Misconduct Prevention) can be found online at [www.marylandpublicschools.org](http://www.marylandpublicschools.org).
41.1.3 Submission of Section 000325 Contract Affidavit (HB 486/SB 541 Compliance) is required to be submitted prior to award of contract.

42.0 SEX OFFENDER REGISTRATION

Section §11-722 of the Criminal Procedure Article of the Maryland Code prohibits any person with a contract with a local Maryland school system from knowingly employing an individual to work at the school if the individual is registered as a sex offender pursuant to Section §11-704 of the Criminal Procedure Article.

43.0 MINORITY BUSINESS ENTERPRISE PARTICIPATION

Minority participation is required on certain contracts and encouraged on all contracts and non-minority prime contractors are encouraged to use minority subcontractors that are certified by the Maryland Department of Transportation. "Certified Minority Business Enterprises are encouraged to respond to this solicitation." Check the MDOT website.

Specific goals will be set for certain bids the dollar amount will exceed $50,000.00. When applicable, a special section in the Bid Documents will be included as “Minority Business Enterprise Procedures-State Funded Public School Construction Projects.”

When this requirement is included in the Bid Documents the required certificate and forms must be submitted with the Bid and failure to submit may result in a determination that the Bid is non-responsive. If the Contractor is deemed the apparent low bidder the Minority Business Enterprise documentation described in the Bid Documents must be submitted within the time designated.

For projects estimated to be over $50,000, “The Bidder or Offeror is required to submit with its bid or proposal a completed Attachment 1A - MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule, as described in the solicitation documents. If Attachment 1A, MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule, are not submitted with the Bid at the time of opening, the Bid will be deemed non-responsive and not considered. The Bidder or Offeror recognizes that their efforts made to initiate contact to solicit and to include MBE firms in this project will be reviewed carefully and evaluated based upon the actions taken by them prior to and up to 10 days before the Bid or Proposal opening.

The Contractor shall perform the Contract in accordance with the representations made in Attachment 1A – Minority Business Enterprise Utilization and Fair Solicitation Affidavit and MBE Participation Schedule submitted as part of the Bid or Proposal. Failure to perform the Contract as specified and presented in the Bid or Proposal submission without prior written consent of the Owner shall constitute a violation of a material term of the Contract.

44.0 LEGISLATED BID REQUIREMENTS

Award of contracts over $25,000 shall be awarded to the lowest responsive and responsible bidder who conforms to the Specifications with consideration given to: (1) the quantities involved, (2) the time required for delivery, (3) the purpose for which it is required, (4) the competency and responsibility of the Bidder, (5) the ability of the Bidder to perform satisfactory service, and (6) the plan for utilization of minority contractors (certified by M-DOT). [REF: State of Maryland Senate Bill 202, Section 5-112-Education Article, Sub. C effective 7-1-00]

45.0 PREVAILING WAGE-SCHOOL CONSTRUCTION

If the estimated cost of the Contract is $500,000 or more and if State funds will be 50% or more, the Contract shall meet the prevailing wage requirements contained in Senate Bill 202, effective July 1, 2000.
Prevailing wage rates are required for the appropriate trades included in the project and must be reflected in the Bids submitted. HCPS is required to include a notation in the Bid Announcement and advertisement that, “PREVAILING WAGE RATES ARE APPLICABLE TO THIS PROJECT”. Questions regarding the prevailing wage rate process or procedure may be directed to the Administrator of the Prevailing Wage Program, State of Maryland.

46.0 CONFLICT OF INTEREST

No employee of Harford County Public Schools shall engage in or have a financial interest in any contract that conflicts or raises a reasonable question of conflict with their duties and responsibilities. Further, Harford County Public Schools may, by written notice of default to the supplier, terminate in whole or in part the Contract if a determination is made that obtaining the Contract was influenced by an employee of Harford County Public Schools having received a gratuity, or promise thereof, in any way or form.

47.0 ORDER OF PRECEDENCE

In the event of an inconsistency among provisions of this solicitation, the inconsistency shall be resolved by the following order of precedence:

- Specifications
- Terms and Conditions
- General Provisions
1. **General Insurance Requirements**

1.1 The Vendor shall not commence any supply, delivery or installation of any products or materials purchased by the Board of Education of Harford County (the Board) under this Contract until the Vendor has obtained at the Vendor’s own expense all of the insurance as required hereunder and such insurance has been approved by the Board; nor shall the Vendor allow any Subcontractor to commence work on any subcontract until all insurance required of the Subcontractor has been so obtained and approved by the Vendor. Approval of insurance required of the Vendor will be granted only after submission to the Board of original certificates of insurance signed by authorized representatives of the insurers or, at the Board’s request, certified copies of the required insurance policies.

1.2 Insurance as required hereunder shall be in force throughout the term of the Contract and, in accordance with 2.1.1.iii., for two years after final payment by the Board under this Contract. Original certificates signed by authorized representatives of the insurers or, at the Board’s request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Board throughout the term of the Contract and for two years after final payment by the Board under this Contract.

1.3 The Vendor shall require all Subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance, and workers compensation and employers liability insurance to the same extent required of the Vendor in 2.1.1, 2.1.2 and 2.1.3 unless any such requirement is expressly waived or amended by the Board in writing. If any Subcontractor is storing, transporting, and/or delivering the products or materials purchased by the Board under this Contract, the Vendor shall require such Subcontractor(s) to maintain during the term of the Contract transportation (cargo) insurance and employee dishonesty insurance to the same extent required of the Vendor in 3.1 and 3.2. The Vendor shall furnish Subcontractors’ certificates of insurance to the Board immediately upon request.

1.4 All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until sixty (60) days prior written notice has been given to the Board.

Therefore, the phrases “endeavor to” and “. . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

1.5 No acceptance and/or approval of any insurance by the Board shall be construed as relieving or excusing the Vendor from any liability or obligation imposed upon the Vendor by the provisions of this Contract.

1.6 If the Vendor does not meet the insurance requirements of this Contract, the Vendor shall forward a written request to the Board for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Board denies the request, the Vendor must comply with the insurance requirements as specified in this Contract.

1.7 All required insurance coverages must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Board. The insurers must also have a policyholders’
rating of “A-” or better, and a financial size of “Class VII” or better in the latest evaluation by A. M. Best Company, unless Board grants specific approval for an exception. The Board hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the Injured Workers Insurance Fund of Maryland.

1.8 Any deductibles or retentions in excess of $10,000 shall be disclosed by the Vendor, and are subject to Board’s written approval. Any deductible or retention amounts elected by the Vendor or imposed by the Vendor's insurer(s) shall be the sole responsibility of the Vendor.

1.9 Any and all return premiums and/or dividends for insurance or coverage directly charged to the Board by the Vendor in connection with this Contract shall belong to and be payable to the Board.

1.10 If the Board is damaged by the failure or neglect of the Vendor to purchase and maintain insurance as described and required herein, without so notifying the Board, then the Vendor shall bear all reasonable costs properly attributable thereto.

2. **Vendor’s Liability Insurance**

2.1 The Vendor shall purchase and maintain the following insurance coverages at not less than the limits specified below or required by law, whichever is greater:

2.1.1 Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

- $1,000,000 Each Occurrence;
- $1,000,000 Personal and Adv Injury;
- $2,000,000 General Aggregate; and
- $2,000,000 Products/Completed Operations Aggregate

This insurance shall include coverage for all of the following:

i. Liability arising from premises and operations;
ii. Liability arising from the actions of independent contractors;
iii. Liability arising from products and completed operations with such coverage to be maintained for two years after final payment by the Board under this Contract; and
iv. Contractual liability protection for the Vendor from bodily injury and property damage claims arising out of liability assumed under this Contract.

2.1.2 Business auto liability insurance or its equivalent with a minimum limit of $1,000,000 per accident and including coverage for all of the following:

i. Liability arising out of the ownership, maintenance or use of any auto (if no owned autos, then hired and non-owned autos only); and
ii. Automobile contractual liability.

2.1.3 Workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard “other states” coverage; employers liability insurance or its equivalent with minimum limits of:

- $100,000 Each accident for bodily injury by accident;
- $100,000 Each employee for bodily injury by disease; and
- $500,000 Policy limit for bodily injury by disease.

2.1.4 Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:
Bid #20-JHS-039
Fire Alarm, Sprinkler and Life Safety Systems Inspections
and On-Call Services (Re-Bid)

$1,000,000  Per occurrence;
$1,000,000  Aggregate for other than products/completed operations and auto
liability; and
$1,000,000  Products/completed operations aggregate.

And including all of the following coverages on the applicable schedule of underlying
insurance:

i.  Commercial general liability;
ii.  Business auto liability; and
iii.  Employers liability

2.1.5 The Board of Education of Harford County and its elected and appointed officials, officers,
employees and authorized volunteers shall be named as additional insureds on the
Vendor’s commercial general liability insurance and umbrella excess or excess liability
insurance policies, if any, with respect to liability arising out of the products and/or materials,
their installation or delivery, or related services provided under this Contract by Vendor.
Such coverage shall extend to cover the additional insured(s) for liability arising out of the
following:

i.  On-going operations;
ii.  Board’s general supervision of installation, delivery and/or other services
    as provided by the Vendor under this Contract; and
iii.  Products and completed operations.

The commercial general liability policy and the umbrella excess liability or excess liability
policies, if required herein, must include additional insured language, which shall afford
liability coverage for all of the exposures listed above in i., ii. and iii., as follows:

“The Board of Education of Harford County and its elected and appointed officials,
officers, employees and authorized volunteers are named as additional insureds
on this commercial general liability insurance with respect to liability arising out of
the services provided by the Named Insured under Contract:

_______________________________________
___________________________
(Enter specific identifying information such as project name, Board’s contract
number and/or date of contract).”

Special Notes:  ISO forms CG 2009 and CG 2010 entitled “Additional Insured – Owners, Lessees or
Contractors – Scheduled Person or Organization” (previously Forms A and B respectively) are NOT
ACCEPTABLE.  A manuscript endorsement with the above wording is required.

2.1.6 Insurance or self-insurance provided to the Board of Education of Harford County and its
elected and appointed officials, officers, employees and authorized volunteers under any
Vendor’s liability insurance of self-insurance required herein, including, but not limited to,
umbrella and excess liability or excess liability policies, shall apply separately to each
insured against whom claim is made or suit is brought, except with respect to the limits of
insurance or self-insurance.  (Any cross suits or cross liability exclusion shall be deleted
from Vendor’s liability insurance policies required herein.)

2.1.7 Insurance or self-insurance provided to the Board of Education of Harford County and its
elected and appointed officials, officers, employees and authorized volunteers as specified
herein shall be primary, and any other insurance, self-insurance, coverage or indemnity
available to the Board and its elected and appointed officials, officers, employees and
authorized volunteers shall be excess of and non-contributory with insurance of self-
insurance provided to the Board and its elected and appointed officials, officers, employees
and authorized volunteers as specified herein.
2.2 If any liability insurance purchased by the Vendor has been issued on a “claims made” basis, the Vendor must comply with the following additional conditions:

   i. The Vendor shall agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment by the Board under this Contract. Such certificates shall evidence a retroactive date no later than the inception date of this Contract; or

   ii. The Vendor shall purchase an extended (minimum two years) reporting period endorsement for each such “claims made” policy in force as of the expiration or termination date of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the inception date of this Contract.

3. **Vendor’s Property Insurance**

3.1 The Vendor (or Subcontractor) storing, transporting and/or delivering the products or materials purchased by the Board under this Contract shall purchase and maintain transportation (cargo) insurance on incoming goods in its care, custody or control, while such property is being loaded, is in transit, is being unloaded and until such time property is set at its final destination. Such insurance shall value incoming goods in transit at the amount of the selling invoice plus prepaid or advanced freight charges. Property not under invoice shall be valued at the cost to repair or replace the lost or damaged incoming goods. Such insurance shall be written at per conveyance and per occurrence limits equal to or in excess of the total selling price value of the largest shipment of incoming goods purchased under this Contract or at other limits acceptable to the Board.

3.2 The Vendor (or Subcontractor) storing, transporting and/or delivering the products or materials purchased by the Board under this Contract shall purchase and maintain blanket employee dishonesty insurance, which shall pay for loss of the products or materials purchased by the Board under this Contract when caused by the dishonest acts of the Vendor’s (or subcontractor’s) employees, at a limit equal to or in excess of the total selling price value of the largest shipment of incoming goods purchased under this Contract or at another limit acceptable to the Board.

3.3 The Vendor (or Subcontractor) storing, transporting and/or delivering the products or materials purchased by the Board under this Contract shall be responsible for payment of any deductibles applicable under this transportation insurance, employee dishonesty insurance or other property insurance applicable to the incoming goods.

4. **Indemnification**

   To the fullest extent permitted by law, Vendor agrees to defend, indemnify, pay on behalf of and save harmless the Board of Education of Harford County, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including attorneys’ fees and all other costs connected therewith, arising out of or connected to the supply, delivery or installation of any products or materials provided by Vendor under this Contract.

5. **Waiver of Subrogation**

   To the fullest extent permitted by law, the Vendor and its invitees, employees, officials, volunteers, agents and representatives waive any right of recovery against the Board of Education of Harford County for any and all claims, liability, loss, damage, costs or expense (including attorneys’ fees) arising out of the supply, delivery or installation of any products or materials provided by Vendor under this Contract. Vendor specifically waives any right of recovery against the Board and its elected and appointed officials, officers,
volunteers, agents and employees for personal injury (and any resulting loss of income) suffered while working on behalf of the Board as an independent contractor. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Vendor shall advise its insurers of the foregoing.

6. **Acknowledgment of Vendor's Independent Contractor Status and no Coverage For Vendor Under Board's Workers Compensation Coverage**

Vendor hereby acknowledges its status as an independent contractor while supplying, delivering or installing products or materials on behalf of the Board and that the Board’s workers compensation coverage or self-insurance is not intended to and will not respond to cover any medical or indemnity loss arising out of injury to the Vendor or its employees during the Vendor’s provision of goods or services to the Board. To the fullest extent permitted by law, the Vendor specifically waives any right of recovery against the Board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered during the Vendor’s provision of goods or services as an independent contractor for the Board. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Vendor shall advise its insurers of the foregoing.

7. **Damage To Property of The Vendor And Its Invitees**

To the fullest extent permitted by law, the Vendor shall be solely responsible for any loss or damage to property of the Vendor or its invitees, employees, officials, volunteers, agents and representatives while such property is on, at or adjacent to the premises of the Board.
HARFORD COUNTY PUBLIC SCHOOLS
102 South Hickory Avenue
Bel Air, MD 21014

BID SPECIFICATIONS

BID #20-JHS-039

Fire Alarm, Sprinkler, and Life Safety Systems Inspections
and On-Call Services (Re-Bid)

1. INTENT

1.1 These specifications in addition to and/or in place of similar paragraphs in the Board of Education of Harford County (hereafter referred to as Harford County Schools or HCPS), Instructions to Bidders, are intended to furnish necessary permits, labor, equipment, materials, supervision, tools, insurance, and all related incidentals required to perform inspections, testing, as well as on-call services for fire alarm, sprinkler, and life safety systems at various locations (approximately 60 schools and offices, including portable classrooms) for Harford County Public Schools. The Contract shall also include provisions for emergency service calls. The schools and equipment to be serviced are listed in Attachment #1.

1.2 It is the intent of this specification to provide the prospective bidder(s) with complete information relative to the total performance of any resultant contract. Bidders are obligated to read and understand all parts of this invitation to bid and to obtain clarification of any part not thoroughly understood.

1.3 The purpose of this solicitation is to award a contract for services including, but not be limited to: annual and quarterly inspections, testing and service of all fire alarms, sprinklers and life safety systems in compliance with all code requirements.

1.4 The work of this contract will be coordinated by the Facilities Department.

2. GENERAL INFORMATION

2.1 It shall be noted that it may be necessary for part of the work to be done during the regular school year. Proper identification is a necessity at all times. Safety and security for students and staff is a priority. Contractors and visitors must report to the main office, present photo identification and sign in when entering the building. School-assigned visitor badges must be worn at all times.

2.2 It will be necessary for the Contractor to coordinate with the Assistant Supervisor of Mechanical Systems or Assistant Supervisor of Automated Building Systems/HVAC or their designee, at 410-638-4088, in the HCPS Facilities Department in setting up a schedule of work during the entire course any work, so as not to interfere with the normal operation of the school. The Awarded Contractor shall provide a twenty-four (24) hour notice in advance before arriving at any site to perform scheduled maintenance or repairs.

2.3 All passageways and means of egress must be kept open during school hours except where special permission is granted.

2.4 Working Hours

2.4.1 All annual inspections should be completed over the summer months when school is not in session between the hours of 6:00 am and 4:00 pm.

2.4.2 For other services and repairs, the regular work hours during school are from 7:00 am until 4:00 pm, Monday through Friday, excluding holidays.
2.4.3 For other services and repairs, the regular work hours during summer are from 6:00 am until 4:00 pm, Monday through Thursday, excluding holidays.

2.4.4 The regular work hours are standard times but must be verified per location. Each school may have variations to the standard time for their 2nd shift custodians.

2.5 Work outside the specified hours may be allowed with seventy-two (72) hours minimum notice to the HCPS. Work on Saturday and Sunday may be performed from 8:00 am to 4:30 pm, with prior approval from the HCPS. HCPS reserves the right to disapprove or suspend a request to work outside of normal working hours. HCPS also reserves the right to determine when building coverage is necessary or in the best interest of HCPS. The cost of providing building maintenance personnel onsite for weekend work or after-hours work shall be borne by the Awarded Bidder(s). For information purposes only, the current prevailing overtime and holiday rates for County maintenance personnel is between $28.00 and $42.00 per hour.

2.6 Holiday work, as determined by the yearly published HCPS school calendar, may be allowed with two (2) hours minimum notice to HCPS. Work on holidays, if approved, may be performed from 8:00 am to 4:30 pm. HCPS reserves the right to disapprove or suspend a request to work on holidays. HCPS also reserves the right to determine when building coverage is necessary or in the best interest of HCPS. The cost of providing building maintenance personnel onsite for holiday work shall be borne by the Awarded Bidder(s). For information purposes only, the current prevailing overtime and holiday rate for County maintenance personnel is between $28.00 and $42.00 per hour.

3. **SPECIFIC CONDITIONS**

3.1 It is the sole responsibility of the Bidder to call to the attention of Jennifer Horner at Jennifer.Horner@hcps.org, of any discrepancies in specifications, in writing, at least FIVE (5) working days prior to the opening of the bid. Any errors, omissions or incompatibilities noted after the bid opening shall be the Bidder's responsibility and shall in no way release them from performing all work in accordance with good practices and in accordance with the true meaning and intent of the Scope of Work and the Specifications for this project.

3.2 No bid will be considered from any person, firm or corporation who has defaulted in the performance of any contract or agreement made with Harford County Public Schools, or conclusively shown to have failed to perform, or complete on time, a contract(s) or project(s) of similar nature. HCPS will consider past performance, i.e. the quality of services of bidders who have previously contracted with HCPS for similar services.

3.3 The documents contained within this Invitation for Bid, constitute the only terms and conditions agreed upon between HCPS and the Awarded Bidder. Modifications, alterations, changes or amendments must be agreed upon in writing and signed by both parties.

3.4 Any and all exceptions to the bid documents must be clearly noted at the time of bid submission and included under a separate submission labeled "Exceptions". Exceptions may deem the bid non-responsive.

3.5 The Awarded Bidder shall, without additional cost to Harford County Public Schools, be responsible for obtaining all necessary licenses and permits. The Awarded Bidder shall comply with all FEDERAL, STATE, AND LOCAL LAWS, CODES AND REGULATIONS in connection with the performance of the work. Licenses and permits shall apply to the Contract throughout and shall be deemed to be included in the Contract the same as through herein written out in full.

3.6 All tasks must be performed in strict compliance with the latest Federal, State, Local regulations having authority. The Occupational Safety and Health Administration Hazard Communication Standard must be followed.
3.7 All work is to be handled in complete compliance with OSHA and MOSHA requirements. Every effort is to be made to ensure the safety of all individuals during work, as well as, during operation.

3.8 Awarded Bidder(s) shall assume full responsibility and liability for protection of workers and persons occupying areas adjacent to the delivery and pick-up sites, except and unless damage, loss, injury or illness is caused by the negligence or tortious misconduct of HCPS employees.

3.9 Awarded Bidder(s) shall be familiar with all applicable codes, regulations, standards, documents and this specification.

3.10 Where conflicts among the requirements of the codes, regulations, standards, documents and this specification exist, the most stringent requirement shall be utilized by the Awarded Bidder(s).

3.11 All work shall be performed in a neat, workmanlike manner in full compliance with standards acceptable to the trade. Adequate precautions shall be taken for the safety of personnel and for prevention of damage or defacing of any portion of the building or property.

3.12 The Awarded Bidder(s) shall be responsible for their work until its completion and final acceptance.

3.13 Any work that does not meet the specification or any state and/or local building codes shall be corrected at the Awarded Bidder’s expense.

3.14 The Awarded Bidder shall allow for and make any minor adjustments as identified during the inventory inspections and testing procedures.

3.15 All hazardous waste will be identified as defined by Federal, State and Local laws, regulations and guidelines currently in effect. Additionally, all hazardous waste resulting from work at this site under these specifications must be removed and properly disposed of in accordance with all applicable Federal, State and Local laws, guidelines and regulations.

3.16 Storage of any tools, equipment or materials incidental to the performance of the Contract must be coordinated with the Assistant Supervisor of Mechanical Systems or Assistant Supervisor of Automated Building Systems/HVAC or their designee in the HCPS Facilities Department and will be at the Awarded Bidder’s risk. NO TOOLS, EQUIPMENT OR MATERIALS MAY BE STORED IN THE SCHOOL. The Awarded Bidder(s) shall repair or replace any of the same, which may be damaged, lost or stolen without additional cost to HCPS.

3.17 All materials furnished in carrying out this contract shall be of the quality required by the specifications. Any unsatisfactory or damaged materials furnished shall be removed and satisfactorily replaced by the Awarded Bidder(s) when notified in writing to do so by Harford County Public Schools. If the Awarded Bidder(s) shall neglect or refuse to remove such unsatisfactory or damaged materials within a reasonable amount of time after the serving of the above-mentioned notice, Harford County Public Schools may remove said materials, or cause the same to be removed, and satisfactorily replaced by contract, or otherwise, as may be considered expedient, and the expense thereof shall be charged to the Awarded Bidder(s) and such expense so charged shall be deducted from any money due or to become due under the Contract. No such rejected material shall be again offered for use on any contract with Harford County Public Schools.

3.18 Bidders providing incomplete or inaccurate information to HCPS are subject to immediate termination of the contract or rejection of their bid as non-responsive.

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

4. **FORM OF PROPOSAL**

4.1 All pricing must be submitted on the Bid Form; all blank spaces shall be filled in and properly
Bid #20-JHS-039
Fire Alarm, Sprinkler and Life Safety Systems Inspections and On-Call Services (Re-Bid)

4.2 Bidder must state on the Bid Form the total price for Inspections (Section I) as well as the On-Call Services (Section II) which states the labor per hour and markup on materials. Bidder(s) do not need to bid on both sections but may do so if interested in the Inspections as well as the On-Call portion.

4.3 Inspections (Section I and Attachment #1) - Bidders are required to submit pricing for every location regardless of equipment manufacturer. Bidders shall indicate the amount for sprinkler inspections per quarter, fire alarm and sprinkler annual inspections, with a grand total of a complete year of inspections. Bidders not responding to any one location may be deemed non-responsive.

4.4 On-Call Services (Section II) – Bidders wishing to submit pricing for On-Call Services must submit the labor per hour per technician along with a markup for all other products, parts, services, supplies, material, rental equipment, subcontractors, and other ancillary items that may be required to complete the Work, as stated on the Bid Form.

4.5 Bidder must submit a separate price for each item listed on the Bid Form as well as Attachment #1. Submission of one price for all the items without indicating a price per item shall be considered non-responsive. If there is any discrepancy between the unit cost and total cost, the unit cost shall prevail.

4.6 Bidder are required to submit a percentage markup for all other products, services, supplies, material, rental equipment, subcontractors, and other ancillary items that may be required to complete projects following required approval from HCPS.

4.6.1 An estimated cost of $5,000 has been provided on Item #6 of the Bid Form for bid evaluation purposes only.

4.6.2 Bidder is to multiply their percentage markup with the estimated cost and enter the markup amount only in the space provided on the Bid Form. Do not include the base estimated amount of $5,000 in this total.

4.7 Bidder may have several different rates that apply to one (1) item. In those instances, bidders must “average” all rates and provide that rate. Only one (1) rate is allowed for each item.

4.8 Due to possible changes and/or additions to the solicitation package, HCPS requests that bidders delay submission of their bid package until after the date that questions are due, to allow time for the possible issuance of an addendum. All changes will be processed through appropriate addenda.

5. **AWARD**

5.1 Harford County Public Schools intents to award the Inspections (Section I on the Bid Form) in its entirety to one (1) bidder that is the lowest responsive and responsible bidder meeting the specifications. Bidder must complete entire section to be considered for award.

5.2 For the Inspections (Section I on the Bid Form), responsive and responsible bidders responding to the solicitation shall be ranked, based upon their “Basis of Award”, which includes the total inspection cost for each location listed in Attachment #1.

5.3 Harford County Public Schools is not obligated, but reserves the right to award multiple bidders with the lowest responsive and responsible bid meeting the specifications based on the hourly labor rates, including markup, submitted in the On-Call Section (Section II on the Bid Form), and is deemed to be in the best interest of HCPS. Bidder must complete entire section to be considered for award.
5.4 For the On-Call Section (Section II on the Bid Form), responsive and responsible bidders responding to the solicitation shall be ranked, based upon their “Basis of Award”, which includes the total hourly labor rates and markup. The markup must not exceed 25%. The hours and material cost on the Bid Form are estimates and are strictly for evaluation purposes only.

5.5 If more than one (1) vendor is awarded for the On-Call portion of the Contract, HCPS reserves the right to select any bidder from the list, in any order, at any time. Selection could be determined based on availability to do the Work or pricing. There is no minimum guarantee in terms of the volume, scale or dollar amount of the work awarded to each vendor.

5.6 HCPS may reject any bid which contains omissions, altered forms, additions, or imposes conditions or offers alternate items. HCPS may make any award which is deemed in the best interest of Harford County Public Schools or make no award at all, at its sole discretion.

5.7 Harford County Public Schools reserves the right to accept or reject any or all bids and to waive any informalities in bids received whenever such rejection or waiver is in the best interest of HCPS.

5.8 Conditional or unbalanced bids will not be accepted and may be deemed non-responsive.

5.9 Submission of a proposal, in response to this solicitation, shall mean that the Bidder can complete all work “as specified” within the specified time frame.

5.10 HCPS reserves the right to reject any bid if the evidence submitted by a bidder, or from the investigation of such bidder, fails to satisfy HCPS that such bidder is qualified to perform the obligations of the contract.

5.11 HCPS does not guarantee that all or any work will be done and reserves the right to reject all bids and to re-bid at its sole discretion.

5.12 HCPS reserves the right to issue separate formal bids for any repairs or services.

5.13 HCPS reserves the right to add awarded bidder(s) to this contract, within one (1) year of contract award, if the initial awarded bidder(s) cannot fulfill all of the requirements.

5.14 HCPS reserves the right to utilize the services of the next favorably priced responsive and responsible bidder, if for any reason the preceding Awarded Bidder is unable to fulfill their contractual obligations within one (1) year of contract award.

5.15 In the event the Awarded Bidder(s) cannot deliver the services of the Contract in accordance with the specifications, HCPS reserves the right to purchase the services on the open market to assure the continued operation of HCPS. The difference in the open market cost and bid price will be at the expense of the Awarded Bidder.

6. **TERM OF CONTRACT**

6.1 The initial term of this contract shall be for one (1) year and shall begin on or about May 1, 2020 through April 30, 2021.

6.2 Harford County Public Schools reserves the right, if mutually agreed upon, to renew this contract under the same terms and conditions for five (5) additional, one (1) year periods.

7. **PRICING AND RATE ADJUSTMENTS**

7.1 All prices herein shall be firm against any adjustment for the first twelve (12) months of the Contract.

7.2 Prior to commencement of subsequent renewal terms, HCPS will entertain a request for a price
adjustment on the cost up to the Employment Cost Index for the previous 12-month period prior to the renewal date. The Awarded Bidder(s) shall request all rate adjustments in writing to the Purchasing Agent, at least ninety (90) days prior to the renewal date. **Increases submitted late will not be considered.**

7.3 The request for a change in the rate shall include: (1) the cause for the adjustment and (2) the amount of the change requested with documentation to support the requested adjustment (i.e. appropriate Bureau of Labor Statistics index).

7.4 HCPS will only consider adjustments on rates based upon the Employment Cost Index (ECI) for federal minimum wage increases and decrease in the Employment Cost Index (ECI), as published by the Bureau of Labor Standards [https://www.bls.gov/ncs/ect/data.htm](https://www.bls.gov/ncs/ect/data.htm).

7.5 For calculating the ECI adjustment, the Purchasing Department shall follow the instructions below:


7.5.2 Under “Employment Cost Index”, click on “One Screen Data Search” (magnifying glass).

7.5.2.1 Select “Private Industry Workers” for No. 1.

7.5.2.2 Select “Wages and Salaries” for No. 2.

7.5.2.3 Select “Service Occupations” for No. 3.

7.5.2.4 Select “All Workers” for No. 4 and No. 5.

7.5.2.5 Select “United States (National)” for No. 6.

7.5.2.6 Check “Index Number” for No. 7.

7.5.2.7 Uncheck “Seasonally Adjusted” box in No. 8.

7.5.2.8 Select “Add to Selection” then “Get Data” button.

7.5.3 For each option year of this contract, hourly wage rates may be adjusted by the percentage change in the Employment Cost Index by following the steps above, from Quarter 4 of the prior year to Quarter 4 of the current year.

7.5.3.1 To compute the percentage increase, divide the index number for the most recent “Qtr 4” by the index number for the prior “Qtr 4” to determine the percentage increase. Multiply the percentage increase by the base labor cost to determine the escalated labor cost.

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

7.6.1 If the request is rejected, the Contract for that item may be terminated thirty (30) days from the date of HCPS rejection letter.

7.6.2 If adjustment request is rejected, HCPS reserves the right to purchase services or goods from the next most favorable responsive and responsible bidder, as the requested adjustment may change the award position. If the next most favorable responsive bidder(s) does not have service available within the requested timeframe, HCPS reserves the right to purchase from any source.

7.6.3 Awarded Bidder whose price adjustment has been rejected by HCPS shall be granted the
right of first refusal and shall be given an opportunity to match the item pricing of the next most favorably ranked responsive and responsible bidder within ten (10) days of receipt of HCPS rejection notification.

7.7 Upon receipt of the Awarded Bidder(s) request, HCPS shall decide to accept, reject or modify the request for a price adjustment based upon its investigations and the information provided by the Awarded Bidder. If HCPS approves the price adjustment, the price shall remain firm for the renewal term for which it was requested.

7.8 HCPS reserves the right to decrease the unit price, if such downward adjustment is reflected with the ECI data.

7.9 Hourly labor rate increase requests will not be considered if not accompanied with the proper information or within the designated time.

7.10 HCPS reserves the right to cap pricing adjustments.

7.11 Only one (1) request for price adjustment(s) will be allowed per contract year.

8. BILLING AND PAYMENT

8.1 Awarded Bidder must accept payment by PCard, conventional check, or other electronic means at HCPS' option.

8.2 Harford County Public Schools will issue a Purchase Order for work to be completed listed in Section I of the Bid Form. On-Call Services for any additional or related work that may be required or deemed necessary, HCPS prefers to pay via Visa credit card and will be paid as services are completed, during the life of the Contract.

8.3 Invoices must be submitted to the HCPS Facilities Department, Attn: Assistant Supervisor of Mechanical Systems or Assistant Supervisor of Automated Building Systems/HVAC, 2209 Conowingo Road, Bel Air, MD 21015, referencing the Contract number.

8.4 For Inspections, the Awarded Bidder(s) shall submit an original invoice for each completed inspection. Invoices shall contain the following information:

8.4.1 Must be legibly prepared showing the full description of all tests performed, locations, and date of test.

8.4.2 Must have a copy of the completed inspection form(s) attached.

8.4.3 All inspection reports must be submitted to and approved by HCPS before payment.

8.5 For On-Call Services, the Awarded Bidder(s) shall submit an original invoice for each completed repair, service, and/or project. Invoices shall contain the following information:

8.5.1 The name of the facility where the work was performed and include an itemized list of material that has been provided, delivered and installed, when applicable. All jobs must be invoiced separately.

8.5.2 A detailed listing of the number of hours worked, per type of technician, including a complete description of the work completed. All labor rates will be paid in one-half hour increments.

8.5.3 Breakout costs (i.e. hourly labor rate per Technician per hour) per job as indicated on the Bid Form.
8.5.4 The start and stop date for the Work and the total reimbursement amount for all materials including markup as indicated on the Bid Form.

8.6 Standard HCPS payment terms are net thirty (30) days, after receipt of an approved invoice.

9. GUARANTEE/WARRANTY

9.1 The Awarded Bidder shall supply all manufacturers’ guarantees in substance and term normally provided in the trade.

9.2 The Awarded Bidder shall guarantee all work performed under this contract to be free from faulty workmanship for a period of two (2) years from the date of formal acceptance by Harford County Public Schools.

9.3 The Awarded Bidder(s) shall unconditionally guarantee the materials and workmanship of all supplies and service furnished by them.

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

9.5 Awarded Bidder shall not charge HCPS for any repeat visit for the same problem occurring within thirty (30) days of the original visit.

9.6 All warranty work shall be done within seventy-two (72) hours of notification of the work to be done.

10. TAXES AND PERMITS

10.1 Sales to the State of Maryland or any of its political subdivisions are exempt from retail sales tax. However, contractors or builders purchasing tangible personal property in the performance of their contract for the construction, repair or alteration of real property for the State of Maryland or any of its political subdivisions are not tax exempt.

10.2 Award Bidder(s) shall obtain and pay for any permits required and provide a copy to HCPS as well as post a copy on site.

11. SCOPE OF WORK

11.1 This solicitation and the specifications that follow are being offered to:

11.1.1 Qualify and select one (1) supplier(s) to furnish necessary permits, labor, equipment, materials, supervision, tools, insurance, and all related incidentals required to perform all mandated annual and quarterly inspections, testing and service of fire alarm, sprinkler systems and life safety systems.

11.1.1.1 Inspections must be in compliance with National Fire Protection Association (NFPA), Harford County Fire Code Requirements, and Harford County Public Schools (HCPS) specifications for various types and brands of systems and equipment as listed herein.

11.1.1.2 The inspections and testing of fire alarms, sprinklers and life safety systems shall be performed in the timeframe specified herein at the HCPS locations listed under Attachment #1 including portable classrooms throughout HCPS.

11.1.1.3 The existing fire alarm, sprinkler, life safety systems in several schools may have been or will be replaced prior to the expiration of this contract. Once each new system is completed, it will be covered under a minimum one (1) year warranty and will not be included under this contract during...
the warranty period. The monthly service charge will be reduced for each school that is covered under a new installation warranty. Conversely, recently installed systems will be added after the warranty period.

11.1.4 During the contract period, HCPS may add or delete fire alarm, sprinkler, and/or life safety equipment. If a fire alarm, sprinkler system, or life safety equipment is deleted from HCPS' inventory, the Awarded Bidder will reduce the contract price per location accordingly. If a fire alarm, sprinkler system, or life safety equipment is added to HCPS' inventory, the Awarded Bidder shall be prepared to negotiate the fee in an amount mutually agreeable with HCPS. In either case, an amendment to the Contract will be required to implement the change.

11.1.5 It is the intention of these specifications to secure all-inclusive unit prices to fully cover all required materials and labor for the scope of work as identified above. HCPS fire alarm, sprinkler and life safety systems annual inspection/testing cycle shall start on or about June 1 and be 100% completed on or before August 31 of each contract year.

11.1.6 HCPS staff will develop the inspection schedule with the Awarded Bidder(s) to ensure completion as specified. Awarded Bidder(s) may be allowed to perform inspections during normal workday hours when there are no students present in the facilities and the administration has approved the work scheduled. Schedule is to be prearranged with the HCPS Assistant Supervisor of Mechanical Systems or the Assistant Supervisor of Automated Building Systems/HVAC or their designee before June 1 of each inspection year.

11.1.2 Qualify one or more supplier(s) to provide on-call services to supplement the HCPS maintenance personnel in performing repairs and services on an “as needed basis” throughout the term of the Contract.

11.1.2.1 The Contract shall also include provisions for emergency service calls.

11.1.2.2 Repairs and any other associated work must be in compliance with National Fire Protection Association (NFPA), Harford County Fire Code Requirements, and Harford County Public Schools (HCPS) specifications for various types and brands of systems and equipment as listed herein.

11.1.2.3 Bidder(s) must be able to supply all parts, labor, supplies and necessary equipment required to repair and maintain all fire alarms, sprinklers, and life safety equipment in a fully functional and operational condition located throughout Harford County Public Schools.

11.1.2.4 HCPS reserves the right to utilize the Hourly Labor Rate submitted by Awarded Bidder(s) in response to this solicitation for work that is less than $5,000.

11.1.2.5 In the event of work over $5,000, HCPS will request an additional quote from any of the Awarded Bidders from the On-Call portion of the Contract. The quote must include all labor rates broken out per the Bid Form with the number of technicians and how many hours to complete the repair, along with the associated material cost and markup.

11.1.2.6 HCPS may require “project quotes” for any and all work required under this contract at its sole discretion. HCPS reserves the right to award the repair/project to the company offering the most favorable quote (as
determined by HCPS). It is important to note that the most favorable quote may not be the one offering the lowest price. HCPS may evaluate the quote based on the starting and completion dates provided by the Bidders with their quote for that repair/project and the subsequent effect this will have on the school instruction program.

11.1.2.7 To maintain Awarded Bidder status, Awarded Bidder(s) shall respond to every Request for Quote (RFQ). If an Awarded Bidder is unable to provide a quote for ANY reason, they must submit a “No Quote” response. FAILURE to respond may result in termination of the Contract with that Awarded Bidder.

11.1.2.8 If Awarded Bidder is repairing equipment and it is determined to be over $5,000, an estimate must be submitted to and be approved by the Assistant Supervisor of Automated Building Systems/HVAC or their designee before any work is to be started. The estimate shall include all labor rates broken out per the Bid Form with the number of technicians and how many hours to complete the repair, along with the associated material cost and markup.

11.2 The Awarded Bidder shall provide services in accordance with these specifications and with industry standards and/or manufacturer recommendations. Where specifications are neither available through these specifications or manufacturer recommendations, standard trade practices shall be applied.

11.3 This information is not guaranteed and may not reflect the most recent modifications to systems. The requirements outlined herein are intended as an aid to acquaint Bidders with what could be required to execute the work on this contract. These specifications will serve as the source documents for services for the term of the Contract.

11.4 This is an Indefinite Delivery/Indefinite Quantities (IDIQ) contract. The services and/or materials intended for purchase are based upon future needs of the system, and, are pending allocation of funds and approval of award by the Board of Education of Harford County. HCPS reserves the right to authorize/order services and/or materials as may be required during the contract period and also, reserves the right not to authorize/order any services and/or materials. To aid in bid preparation, HCPS anticipates the total estimated value of the Contract to be approximately $100,000.00 annually. This figure may change based upon the needs of the system for the term of this contract. HCPS does not guarantee that this dollar amount will be met or exceeded, nor can HCPS guarantee any minimum dollar amount to any Awarded Bidder(s).

11.5 All work must be done with the least possible disruption to the school operation and is to be coordinated with the Assistant Supervisor of Mechanical Systems or the Assistant Supervisor of Automated Building Systems/HVAC or their designee.

11.6 All work shall be approved by HCPS Facilities Department. HCPS reserves the right of final approval for any work at the time of job completion. If the work is not acceptable, the Awarded Bidder will be called in to review and correct all problem areas without additional cost to HCPS. Any work necessary will be performed in accordance with a schedule jointly agreed upon. Failure of the Awarded Bidder to correct deficiencies, in a timely manner, may result in HCPS contracting with another vendor to correct deficiencies. The Awarded Bidder may then be responsible for the associated cost(s).

11.7 Any repair, modification, or adjustment not covered by the scope of this contract shall be presented, in writing, to the HCPS Assistant Supervisor of Mechanical Systems or the Assistant Supervisor of Automated Building Systems/HVAC or their designee, for approval before any work is begun. Emergency repairs required to return the equipment to service may be authorized by
phone by contacting the HCPS Assistant Supervisor of Mechanical Systems or the Assistant Supervisor of Automated Building Systems/HVAC or their designee.

11.8 HCPS reserves the right to provide, at its own expense, any materials and/or equipment needed to complete the project and required repairs.

11.9 At its sole discretion, HCPS reserves the following rights:

11.9.1 To perform any work at any site utilizing “in-house/HCPS personnel” for any project.

11.9.2 To issue a new solicitation for projects outside the scope of these specifications at any one or combination of sites, separate from this bid.

11.9.3 To obtain the work from any source, if for any reason, none of the Awarded Bidder(s) can complete the services within the parameters required by HCPS.

11.10 The Awarded Bidder(s) of this contract, depending on the specific work required, may be asked to provide products and materials necessary to complete the work. When required, an itemized list of materials that have been provided for the project must be submitted along with a copy of the itemized invoice showing specifically what was purchased, from whom and at what cost. Bidders will be required on the Bid Form to insert their markup for the material purchased. This markup will also be applied to any necessary and approved rental equipment and other ancillary requirements specific to the job including subcontractors.

11.11 The intent is to also utilize on-call services at the unit prices offered for technical labor throughout the term of the Contract for various repairs/services on an as-needed basis as required by HCPS.

11.12 HCPS reserves the right to accept additional discount pricing if offered by the Awarded Bidder(s) for repair/project quotes. Price decreases are acceptable at any time, need not be verifiable, and are required should the contractor experience a decrease in costs associated with repair/project.

11.13 There will be no cost to HCPS for visiting a HCPS site to provide a quote and/or for any pre-examination work.

11.14 Bid prices offered shall be all inclusive, including but not be limited to labor, equipment and miscellaneous materials, to satisfy all specification requirements. All costs shall be included in the bid prices submitted. All work shall be performed in accordance with the latest applicable laws, codes and regulations of the various regulatory bodies of the State of Maryland, Federal/Local Governments, with special attention to Harford County Fire Code, NFPA, and all other boards or departments having jurisdiction. These laws, regulations, and standards will further be considered a part of these specifications and conditions. The Awarded Bidder shall furnish and install any additional items required by the same, whether or not particularly shown or specified.

11.15 Reporting

11.15.1 Awarded Bidder for the inspection portion shall provide an aggregated organization wide inventory report within thirty (30) days after the annual inspection of all fire alarms, sprinkler and life safety systems and send to the HCPS Assistant Supervisor of Mechanical Systems and the Assistant Supervisor of Automated Building Systems/HVAC. Reports shall be in an electronic version (i.e. Excel) to include duct detectors, heat detectors, smoke detectors, flow switch/pressure switches, tamper switches, and fire hydrants, if applicable, per location.

11.16 The detailed specifications are intended to cover the various annual fire alarm, sprinkler systems and life safety systems inspections, testing and servicing mandated by the various authorities having jurisdiction and the specifications herein. The Awarded Bidder will be required to satisfy
any and all tasks necessary to comply with state/local codes/laws and shall anticipate all labor and materials required within the time frames mandated.

11.17 The Awarded Bidder shall perform all fire alarm, sprinkler, and life safety systems inspections/testing, etc., during scheduled visits. Detailed reports will be required for all inspections/testing performed and must be submitted to the HCPS Assistant Supervisor of Mechanical Systems and the Assistant Supervisor of Automated Building Systems/HVAC or their designee, prior to payment request. These completed reports shall be all-inclusive, including but not limited to: fire alarm, sprinkler systems, hydrants, fire pumps, elevator recall, etc.

11.18 This work shall be performed at all HCPS facilities listed on the Bid Form under Attachment #1, and the additional portable classrooms scattered throughout the school system at various facilities. The Awarded Bidder shall perform annual inspections and testing of all fire alarms. The Awarded Bidder shall also perform quarterly and annual inspections, testing of sprinkler systems (water-based and dry pipe), fire hydrants, including full flow fire pump capacity test, and the inspection of fire pumps, fire hydrants, smoke detectors and elevator fire alarms, as required by NFPA Section 72, 20, 13, 25 and AFSA 94-110A, 94-107A (latest version).

11.19 As per NFPA 25, quarterly testing of the sprinkler system will need to be completed as well. This testing is to be coordinated with the HCPS Assistant Supervisor of Mechanical Systems.

11.20 The Awarded Bidder shall comply with all Harford County Fire Marshal regulations including: notification three (3) days before testing, filing completion reports in the Fire Marshal’s office and completing the record of completion. Each system must be inspected/tested by qualified technicians, in the appropriate field.

11.21 The Awarded Bidder must have the required individuals on-site to test device, annunciator and panel displays simultaneously during inspection/testing. Failure to meet these requirements during testing may result in contractor re-testing of that facility at no cost to HCPS.

11.22 Typical annual inspections and testing need to be scheduled during the summer months and coordinated with the HCPS Assistant Supervisor of Mechanical Systems and the Assistant Supervisor of Automated Building Systems/HVAC or their designee in advance. HCPS reserves the right to schedule inspections during normal workday when students are not present, and facility administrative approval is secured.

11.23 The equipment to be tested includes, but is not limited to, the items listed below. All components and devices shall be logged for exact location of each device tested, including zone locations, system address, model number, manufacture, test results, and applicable voltage readings. Any discrepancies found shall be noted individually.

- Fire Alarm Panels
- Smoke Detectors
- Heat Detectors
- Duct Detectors
- Pull Stations
- Annunciators
- Flow Switch/Pressure Switch
- Tamper Switch
- Inspector’s Test
- Fire Pumps
- Elevator Recall
- Fire Hydrants
- Battery Calculations
- Control Panel
- Amplifier Panel
- Power Booster Panel
- Remote Annunciator Panel
- Auxiliary Monitoring Functions
- Peripheral Devices
- Manual Pull Stations
- Fire Alarm Bells/Horns/Speakers
- Audible/Visible Devices
- Strobes/Flashing Lights
- Sprinkler Flow Switches
- Valve Tamper Supervisory Switches
- Fire Door Hold-opens
- Fire Alarm Activated Door Closers
- Smoke/Heat Sensors

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11.24 Equipment Inventory – A preliminary inventory list of existing equipment at HCPS facilities is included in Attachment #1; however, it will be the Awarded Bidder’s responsibility to verify equipment on-site. The Awarded Bidder will then document all changes to the equipment list supplied by HCPS.

11.25 To review previous inspections for all locations, at our Facilities Department, contact the HCPS Assistant Supervisor of Mechanical Systems, the HCPS Assistant Supervisor of Automated Building Systems/HVAC, or their designee at 410-638-4088 for an appointment.

11.26 All inspections must be conducted with panels in normal functioning mode. No silence testing will be allowed without prior approval from the HCPS Project Manager. All devices and components must be tested as required by manufacturer, NFPA and/or Harford County Fire Marshal office. Failure to test devices or provide completed reports will result in HCPS withholding payment and HCPS staff supervising the re-testing as may be required. The Awarded Bidder shall allow system to clear and reset during testing of each device to minimize error and false reports. Repeated errors and false reporting will be back charge to the Awarded Bidder making report or constitute retesting at the Awarded Bidder’s expense.

11.27 The Awarded Bidder shall coordinate with HCPS for elevator access to perform elevator recall tests. One (1) copy of the elevator recall test shall be placed in the elevator central room and one (1) copy shall be included with inspection reports to the HCPS Assistant Supervisor of Mechanical Systems and the Assistant Supervisor of Automated Building Systems/HVAC.

11.28 The Awarded Bidder shall load test all batteries. Any battery that fails the load test shall be replaced by HCPS. HCPS will replace all batteries as needed. Battery replacement is not part of this contract.

11.29 This contract is all-inclusive. Service and maintenance of duct detectors is included, whether or not these devices are connected to the building’s fire alarm system.

11.30 Mandated violation items, damage caused by acts of God, vandalism and owner-requested modifications are not part of this contract and will be performed at the hourly rate set forth in the Bid.

11.31 The Awarded Bidder must provide itemized device inspection report of schools/facilities, type of panels, initiating devices for fire alarm and sprinkler, fire pump, and fire hydrant. The Awarded Bidder is required to complete an inspection report and attach additional NFPA 72, 25, and 13 requirements for fire alarm and sprinkler inspections. The inspection report shall include all deficiencies. The HCPS Assistant Supervisor of Mechanical Systems and the Assistant Supervisor of Automated Building Systems/HVAC or their designee will determine if HCPS staff will make repairs or authorize the Awarded Bidder to make minor repairs.

11.32 A Fire Code Compliance Documentation binder is maintained at each HCPS facility. At the completion of inspection, the Awarded Bidder shall place a copy of the Inspection Report and additional NFPA forms in the binder at each HCPS facility. One (1) copy of this report shall be forwarded to the HCPS Assistant Supervisor of Mechanical Systems and the Assistant Supervisor of Automated Building Systems/HVAC or their designee within five (5) business days of inspection and one (1) copy shall be sent to the Harford County Fire Marshal as well as one (1) copy shall be retained by the Awarded Bidder for their records. The Contract shall comply with Local Fire Marshal regulations for quarterly and annual inspections.

11.33 At HCPS’s discretion, components failing a test shall be repaired by HCPS staff, or by the Awarded Bidder utilizing the unit prices herein. The HCPS Assistant Supervisor of Mechanical Systems and the Assistant Supervisor of Automated Building Systems/HVAC or their designee will make this decision and inform the Awarded Bidder accordingly. The Awarded Bidder shall notify the HCPS Assistant Supervisor of Mechanical Systems and the Assistant Supervisor of Automated Building Systems/HVAC or their designee immediately regarding any system found to be non-operational.
11.34 If the equipment list is not available for new/modernized facilities that are added to this contract, the Awarded Bidder shall visit the site to inventory the fire alarm, sprinkler systems and life safety systems in detail and supply proposal to complete the annual fire alarm and sprinkler inspections/testing for that facility. During the inspection, the Awarded Bidder shall record the new data from the facility. Data to be listed shall include manufacturer, model number, components, quantities, location of equipment and devices within the facility and other nameplate date. This information will be provided by the Awarded Bidder and given to the HCPS Assistant Supervisor of Mechanical Systems and the Assistant Supervisor of Automated Building Systems/HVAC or their designee in electronic form.

11.35 The Awarded Bidder shall be notified by the HCPS Assistant Supervisor of Mechanical Systems and the Assistant Supervisor of Automated Building Systems/HVAC or their designee to make repairs as required. HCPS will not pay for any non-authorized repairs.

11.36 The Awarded Bidder shall submit repair cost estimates for all repairs to the HCPS Assistant Supervisor of Mechanical Systems and the Assistant Supervisor of Automated Building Systems/HVAC or their designee, as requested, for authorization, prior to making repairs.

11.37 All equipment program(s)/access codes must be turned over to HCPS staff upon request.

11.38 System Failure – The Awarded Bidder shall report to the HCPS Assistant Supervisor of Mechanical Systems and the Assistant Supervisor of Automated Building Systems/HVAC or their designee, immediately upon identifying any conditions that may jeopardize the ability of the fire alarm or sprinkler equipment/system to function as intended.

11.39 Annual fire alarm testing and inspections of fire alarm and life safety system components must be tested after regular school hours, during the summer break when schools are not in session or during the school year when students are not in the buildings and offices are open. The school calendar and contact information for individual schools can be found on the Harford County Public Schools website, www.hcps.org.

11.40 Cleaning of detectors – Smoke detection devices will be cleaned utilizing manufacturer’s recommended procedures and shall be in accordance with NFPA 72 (latest version); the frequency of maintenance is once per year. Devices may be dismantled to expose the smoke chamber (where applicable) and cleaned prior to sensitivity testing using soft cloth, lint brush, or non-electrostatic vacuum. Devices will be cleaned at a rate of 100% per year. Any lift equipment used provided by the Awarded Bidder to access smoke detection devices must be inspected by HCPS’ authorized representative prior to its use in gymnasiums that have urethane floors.

11.41 Breakdown Service – Awarded Bidder will perform all repairs to fire alarm and life safety system equipment (including troubles related to wiring and ground faults) required to keep the entire fire alarm and life safety system in each location operating. Repairs shall include all parts and labor required.

11.42 Upon arrival and departure, the service representative must report to the main office. The service technician, upon completion of each service call, shall furnish to HCPS a service ticket or other suitable document, signed by the building principal or his designee. The service ticket shall identify the equipment serviced, when it was serviced, and describe briefly the trouble found, the remedying service performed, the time of arrival and departure, and the parts and/or components used. The signed service ticket is to be left at the school at the completion of the service call. The components replaced must be left at the school with the service ticket. All small components/parts are to be placed in a box. The service ticket and components will be retrieved by HCPS. If major repairs or additional work is required, the Awarded Bidder must receive notice to proceed from HCPS’ authorized representative.

11.43 It shall be the responsibility of the Awarded Bidder to notify the alarm monitoring facility prior to starting, and upon completion, of any work or testing on a system. Awarded Bidder shall be
responsible for any false alarms which may occur as a result of failure to notify the alarm monitoring company.

11.44 Services shall be rendered by, and supervised by, individuals who have a basic understanding and knowledge to service all fire alarm and life safety systems in use throughout the HCPS school system. Systems include, but are not limited to: Edwards, Pyrotronics/Cerberus, Silent Knight, Radionics, Gamewell, Fire Control Inc., Firelite, ADT Unimode, STR, Notifier, Faraday, and Simplex fire alarm systems. Contractor must provide full service to repair and maintain all fire alarm systems and equipment.

11.45 It is the intent of this contract to maintain and keep in good repair all fire alarm and life safety systems and equipment owned by HCPS and to perform all general repairs to all equipment resulting from normal wear and tear.

11.46 Sprinklers

11.46.1 All flow switches (main and zone) are to be activated and all valve tampers are to be tested by actually operating the valve through its range of motion to insure they alert to the main fire panel with the correct zone and valve location.

11.46.2 Wet Sprinkler System Inspection

   Inspection and testing of all wet systems shall be conducted as outlined in NFPA 25 (latest version) using the following forms, or their equivalents:
   a) AFSA Form 94-106A Report of Inspection and Testing of Water Based Fire Protection Systems, Quarterly and Annual Items to be reviewed.

11.46.3 Dry Pipe Fire Protection Systems

   Inspection and testing of all dry pipe fire protection systems shall be conducted as outlined in NFPA 25 (latest version) using the following forms, or their equivalents:
   a) AFSA Form 94-107A Report of Inspection and Testing of Dry Pipe Fire Protection Systems, Quarterly and Annual Items to be reviewed.
   b) Dry Pipe Sprinkler System Locations
      a. Bel Air High
      b. Harford Technical High
      c. Harford Glen

11.46.4 Fire Pumps

   Inspection and full flow testing of fire pumps shall be conducted as outlined in NFPA 25 (latest version) using the following forms or their equivalents:
   b) AFSA Form 94-110A Quarterly and Annual Inspection and Test of Fire Pump Components.

11.46.5 Disposition of Reports and Forms

   Two (2) copies of each inspection report will be provided to Harford County Public Schools, one (1) to be left with the Building Engineer/Lead Custodian and one (1) to be forwarded to
HOURLY RATES

12.1 “Response Time”, when referred to, means Awarded Bidder(s) shall be on-site according to the parameters set by HCPS.

12.2 “Regular Hourly Labor Rate” for services (as delineated within Section 13 Response Time): In effect from 7:00 am until 4:00 pm local time Monday through Friday during the school year and 6:00 am until 5:00 pm local time Monday through Thursday during the summer months. Awarded Bidder(s) shall respond as specified and required by HCPS when the request for service is placed. Response time shall not be less than twenty-four (24) hours. Inclusive of all overhead, including but not limited to: driving time to and from the job site, materials, proper disposal, paperwork, salary of employees, and profit. The hourly rate must include overseeing and providing the work. The rate shall not include special equipment rental charges (i.e. aerial lifts, boom lifts, scissor lifts, etc.).

12.3 “Emergency Services” for all emergency services (as delineated within Section 13 Response Time): In effect twenty-four (24) hours a day, seven (7) days a week. Response time shall not be greater than four (4) hours. Inclusive of all overhead, including but not limited to: driving time to and from the job site, consumable materials, proper disposal, paperwork, salary of employees, and profit. The hourly rate must include overseeing and providing the work.

12.4 “Overtime Rate” is 1.5 times the Regular Hourly Labor Rate. Overtime will be paid for hours other than those specified in the Regular Hourly Labor Rates. HCPS will not pay any overtime rates unless prior written authorization is received by HCPS. If overtime is requested by Awarded Bidder and approved by HCPS, Awarded Bidder may be responsible for paying HCPS custodial coverage fees.

12.5 “Holiday Hours” and/or “Double Time Rate” are those hours worked on the following days: Christmas Day, New Year’s Day, Memorial Day, July 4th, Labor Day, and Thanksgiving Day. Holiday hours will be paid at the rate of two (2) times the Regular Hourly Labor Rate. HCPS will not pay any holiday rates unless prior written authorization is received by HCPS.

12.6 “Working Hours” are those hours the employees are actually on-site working, excluding lunch time and/or breaks.

12.7 All labor and materials required for repairs during maintenance or service outside this contract shall be at the stated hourly rate.

12.8 All hourly labor rates include the cost of consumable materials utilized by Awarded Bidder to facilitate install or for repair services. Some examples of consumable materials shall include, but not limited to: cable ties, fasteners, tape, etc. HCPS shall not reimburse for any additional materials unless agreed to by HCPS in advance of the Work.

12.9 HCPS shall not reimburse for travel expenses, or vehicle mileage, nor shall HCPS reimburse for travel time to obtain parts/materials.

RESPONSE TIME

13.1 This contract is for on-call services, the Awarded Bidder(s) must be capable of providing twenty-four (24) hour emergency service, seven (7) days a week for any and all situations deemed necessary by Harford County Public Schools.

13.2 Regular Service Calls

13.2.1 Response time shall be as specified and required by HCPS when the request for regular
service is placed.

13.2.2 Response time by Awarded Bidder(s) for regular service calls shall not be less than twenty-four (24) hours from when request is made by HCPS.

13.2.3 Awarded Bidder(s) is to arrive at the site and perform services as required at the Regular Hourly Labor Rate at the time and/or day the service is requested and/or required by HCPS.

13.2.4 Service requests shall be made via e-mail by HCPS and shall document the required service and time parameters for response.

13.2.5 HCPS shall notify Awarded Bidder(s) via e-mail if service request must be cancelled.

13.3 Emergency Service Calls

13.3.1 Emergency service shall be provided on a twenty-four (24) hour, seven (7) days a week basis.

13.3.2 Response time for emergency service calls shall be within four (4) hours of notification by HCPS when the request for emergency service is placed.

13.3.3 The Awarded Bidder(s) is to arrive at the site and perform services as required at the Emergency Hourly Labor Rate.

13.3.4 If Awarded Bidder(s) cannot respond to the emergency request within the time period specified above, Awarded Bidder must notify HCPS at the time the request for emergency service placed.

13.3.5 Due to the nature of emergency service calls, HCPS may first notify Awarded Bidder(s) via phone call. Response time shall commence at time of phone notification.

13.3.6 Due to the nature of emergency calls, HCPS may first notify Awarded Bidder(s) via phone call if service request must be cancelled.

13.4 Awarded Bidder(s) is guaranteed a minimum of one (1) hour on site for each regular and/or emergency service call.

13.5 Awarded Bidder(s) shall make every effort to expedite any and all service calls in accordance with set time limits. Where limits may need to be exceeded, any deviations shall be verified and approved in advance by HCPS. The Awarded Bidder(s) will notify the HCPS Assistant Supervisor of Mechanical Systems or the Assistant Supervisor of Automated Building Systems/HVAC or their designee in writing of any delays in service which exceed the above set time limits. Excessive delays in service which cannot be explained by the Awarded Bidder(s) to the satisfaction of HCPS will be considered to be unsatisfactory service under the terms of the Contract. Any excessive number of instances of unsatisfactory service, as determined by HCPS, may be cause for HCPS to consider the Awarded Bidder(s) in default and the Contract terminated for cause.

14. INTERRUPTION OF SERVICE

14.1 Planned interruption of telephone, security alarm, and/or fire alarm service under this contract shall be coordinated with HCPS Facilities Department at least five (5) business days in advance of the expected occurrence.

14.2 Schools and/or offices will require a temporary electric power source, during any interruption, to maintain the security system, fire alarm system and telephone system.
14.3 This temporary power shall be available and maintained by the Awarded Bidder(s) until power/service is restored.

14.4 If on-site generator is provided by Awarded Bidder(s), an Awarded Bidder employee shall also be on-site twenty-four (24) hours per day until power is restored.

14.5 Awarded Bidder(s) shall be responsible for repairing accidental interruption(s) of utilities, caused by the Awarded Bidder(s), at the Awarded Bidder’s expense.

15. **WORK SITE AND MATERIAL**

15.1 Asbestos Containing Materials (ACM) – In the event the Contractor encounters any materials suspected of being asbestos or containing asbestos, the Contractor shall not disrupt such material but shall immediately stop work and notify the Harford County Public Schools Project Manager. In the event asbestos identification and/or abatement is required, the same shall be performed by HCPS and not the Contractor. The AHERA Management Plan for each building is available for review, and the Contractor is required to make full use of this document. Unless otherwise specified in the Contract, asbestos removal and abatement is not the Contractor’s responsibility or obligation. In the event the Contractor performs any work with respect to any materials suspected of being ACM or containing ACM after encountering same, the Contractor shall pay and indemnify HCPS with respect to any and all cost(s) of remediation or damages arising out of the Contractor’s continuation of work after encountering materials which are suspected of containing ACM or being ACM. NO materials provided under this contract shall contain asbestos. HCPS shall be entitled to pursue all remedies including but not limited to immediate termination of the Contract in the event the Contractor fails to comply with any obligations set forth above.

15.2 No new, replacement or restoration materials shall contain asbestos or asbestiform minerals. If no commercially available material meets this criterion, written authorization for use of the material shall be obtained from the HCPS Project Manager. All materials delivered to or used on HCPS property must be accompanied by a manufacturer’s certification to be asbestos free.

16. **PROTECTION OF WORK AND PROPERTY**

16.1 The Awarded Bidder(s) will be held responsible for any and all damage to Harford County Public Schools property done or caused by the Awarded Bidder(s) or other personnel engaged in the execution of this contract. They shall be similarly responsible for all injury to any person that occurs as a result of their actions or negligence. They shall take proper safety and health precautions to protect the work, the workers, the public and the property of others. The Awarded Bidder(s) shall also be responsible for any and all damage to adjacent property incurred in the performance of the Contract and hold Harford County Public Schools free from any and all claims for damages arising from the execution of the work.

16.2 HCPS will occupy the site and existing building during the entire work period. The Awarded Bidder(s) shall cooperate with HCPS during the work to minimize conflicts and facilitate HCPS usage. To the satisfaction of the school, the Awarded Bidder(s) is to move and/or protect all school equipment, furnishings and occupied areas from work-related debris and noise. The Awarded Bidder(s) shall perform the work so as not to interfere with HCPS operations. The Awarded Bidder(s) is aware that this work shall be performed on school grounds, where students, staff and parents will be present and is responsible for maintaining a safe clean worksite.

16.3 The Awarded Bidder(s) shall protect all HCPS property, materials, equipment, improvements, utilities, and structures at all times during the course of this contract. Any property or incidentals damaged during the course of this contract shall be repaired or replaced by Awarded Bidder(s) to the satisfaction of HCPS.
17. **SUBSTITUTIONS**

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

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

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

18. **SUBCONTRACTORS**

18.1 Awarded Bidder(s) shall not subcontract out any portion of this Contract without prior approval from HCPS. **No exceptions.** The Awarded Bidder(s) is required to have sufficiently trained staff to handle the project. Any awarded bidder using subcontractors not approved by HCPS, may be subject to termination for cause.

18.2 The Awarded Bidder(s) shall not, without prior written consent of HCPS, assign any of the moneys payable under the Contract.

19. **EQUIPMENT**

19.1 All equipment required to perform standard or typical work under this contract shall be owned by the Awarded Bidder(s) and shall be normally available on the dispatched vehicle. HCPS shall not reimburse Awarded Bidder(s) for equipment rental charges without preauthorization by HCPS.

19.2 All equipment of the Awarded Bidder(s) shall be in good working condition and shall conform to required safety standards.

19.3 Use of HCPS equipment is prohibited.

20. **PROFESSIONALISM**

20.1 HCPS requires all work to be completed utilizing “Professional Workmanship”. HCPS shall closely monitor and examine the services provided and shall only accept a “Professional Workmanship”. The following may be considered reasons for immediate termination of a company:

20.1.1 Failure of the Awarded Bidder to have the required materials and equipment with them to execute a project without undue delay to leave the project and pick up supplies or equipment. HCPS reserves the right to bring in any other contractor in order to complete work that is not completed in a timely fashion.

20.1.2 Failure of the Awarded Bidder to have all personnel sign into and out of the main office of any school, whenever that school’s office is open.

20.1.3 Failure of the Awarded Bidder to utilize qualified personnel to do the work for HCPS sites. The individuals doing the work at HCPS sites shall:

20.1.3.1 be properly trained and experienced to perform services as specified.

20.1.3.2 refrain from any comments or gestures to the students or staff; and, refrain from making any comments or gestures to fellow workers that could be interpreted as inappropriate or obscene.
be dressed appropriately to work in a “school environment” with student, teacher, staff, and parents present. The assigned employee shall prominently display the name of their company on a shirt or hat.

20.1.3.4 abide by the HCPS drug, tobacco and alcohol policy. HCPS maintains a “drug, tobacco, and alcohol-free zones”. Furthermore, HCPS prohibits gambling and obscene or abusive language.

20.1.4 Immediate termination of a company for not providing “Professional Workmanship” as determined by HCPS, using criteria determined by HCPS and not necessarily industry standards, shall result in:

20.1.4.1 Awarded Bidder being paid for all work completed to date. Any monies required to complete the repairs or installations in progress shall be deducted from those owed, prior to final payment. In the event the monies required to complete services in progress shall be owed HCPS by that Awarded Bidder.

20.1.4.2 Awarded Bidder being unable to bid any HCPS project for up to twelve (12) months from the date of termination.

21. OCCUPANCY REQUIREMENTS

21.1 Full HCPS Occupancy: HCPS will occupy the site and exiting building during the entire work period. The Awarded Bidder(s) shall cooperate with HCPS during the work to minimize conflicts and facilitate HCPS usage. To the satisfaction of the school, the Awarded Bidder is to move or protect all school equipment, furnishings and occupied areas form work-related debris and noise. The Awarded Bidder(s) shall perform the Work so as not to interfere with HCPS operations. The Awarded Bidder(s) is aware that this work shall be performed on school grounds, where students, staff, and parents will be present and is responsible for maintaining a safe clean worksite.

21.2 Use of Premises:

21.2.1 Limit use of premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.

21.2.2 Keep driveways and entrances serving the premises clear and available to HCPS, HCPS’s employees and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

21.2.3 Awarded Bidder is responsible for all clean up related to their work. The school’s custodial staff is not responsible for cleaning debris left from the Awarded Bidder’s work. School dumpsters shall not be used. The Awarded Bidder(s) shall leave affected areas as they were prior to the Work.

21.2.4 Delivers of equipment and other materials must be done with the Awarded Bidder present and stored on site as indicated by the Facilities Department. Equipment and materials shall not be delivered to the site prior to their installation, unless approved by the HCPS Facilities Department.

21.2.5 Awarded Bidder(s) shall not sound alarm devices during regular class hours, unless authorized by HCPS.

21.2.6 Awarded Bidder(s) shall comply with specific considerations in regard to the sound of alarm devices for HCPS sites that serve students who have multiple disabilities. HCPS
22. **INSPECTION OF SITE**

22.1 Bidders are responsible for site visitation and confirmation of existing conditions. Bidders are encouraged to make site inspections of as many HCPS facilities as they deem necessary to familiarize themselves with the facilities, to verify equipment inventory and to review existing conditions.

22.2 Each bidder may visit the sites of the proposed work and fully acquaint themselves with conditions as they exist. Such site visitation shall inform bidders of the location of facilities, difficulties and restrictions attending the work to be performed as stated in these specifications. Arrangements for site visitations shall be made contacting the HCPS Assistant Supervisor of Mechanical Systems or the Assistant Supervisor of Automated Building Systems/HVAC or their designee, at 410-638-4088.

22.3 Failure to become familiar with the site will not relieve an awarded bidder of their obligation to furnish all materials, labor, and services necessary to carry out the provisions of the specifications herein.

23. **QUALIFICATION OF BIDDER**

23.1 HCPS requires that participating bidders have been in the business for at least three (3) years inspecting, servicing and testing fire alarms, sprinklers and life safety systems. All bidders shall submit, on company letterhead, their physical address, remittance address (if different from physical address), number of years providing this type of service under current business name, the number of employees capable of these services and contact information. Bidders who cannot demonstrate to the satisfaction of HCPS that they have had similar experiences or fail to provide this documentation may deem your bid non-responsive.

23.2 Bidder must have appropriate technical experience. At the time of the bid, bidder must have adequate employees to accomplish the bid requirements. Employees must be properly trained, experienced and certified to perform work at HCPS. Awarded Bidder(s) shall demonstrate to the satisfaction of HCPS that employees who will be used on any HCPS project are properly trained and experienced in the services outlined herein. Awarded Bidder shall maintain all certification for each worker on-site throughout the life of the Contract.

23.2.1 Bidder shall be an authorized inspector with appropriate state or county licenses. Bidder shall submit a copy of ALL related certifications and or licenses held by each employee who will or may perform work at HCPS during the term of the contract with their bid submittal.

23.2.2 License/Certifications – Bidder(s) response shall submit with their bid the following:

<table>
<thead>
<tr>
<th>Subsection</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>23.2.2.1</td>
<td>Copy of State of Maryland Contractor's License</td>
</tr>
<tr>
<td>23.2.2.2</td>
<td>Copy of State of Maryland Sprinkler Contractor License</td>
</tr>
<tr>
<td>23.2.2.3</td>
<td>Copy of State of Maryland Security Systems Agency License</td>
</tr>
<tr>
<td>23.2.2.4</td>
<td>Copy of State of Maryland or Harford County Electrical Contractor License or Fire Alarm Contractor License</td>
</tr>
</tbody>
</table>

23.2.3 Each technician shall have at least three (3) years’ experience in, but not limited to: inspecting, testing and servicing all brands of fire alarm and sprinkler systems/equipment listed herein as specified by NFPA 25 (latest version). Appropriately licensed trade persons shall perform all trade work. Bidder SHALL SUBMIT resumes for each person that may work at any HCPS site.

23.2.4 It is preferred that bidders submit all of the documentation in Section 23.2 with your bid
submission. Failure to provide this documentation after notification from HCPS will deem your bid non-responsive.

24.3 All bidders must be considered in “Good Standing” (all fees, taxes, and penalties owed to Maryland are paid). Visit the following website to ensure compliance: https://egov.maryland.gov/BusinessExpress/EntitySearch (HCPS bears no responsibility for accuracy, legality or content of the external site or for that of subsequent links. Contact the external site for answers to questions regarding its content.) Any bidder not considered in “Good Standing” may be deemed non-responsive.

24.4 All bidders must not have any “Exclusions” (bidder cannot be debarred or suspended). If the indicator box is “green” and states “Entity” this vendor is not suspended or debarred. If a bidder’s name does not appear after searching, the bidder does not have an “Exclusion”. Visit the following website to ensure compliance: https://sam.gov/SAM/pages/public/index.jsf (HCPS bears no responsibility for accuracy, legality or content of the external site or for that of subsequent links. Contact the external site for answers to questions regarding its content). If the indicator box is “purple” and states “Exclusion” the bidder may be deemed non-responsive.

24.5 Bidders shall furnish to HCPS any requested information and data/documentation. HCPS reserves the right to reject any bid if the information or documentation submitted by the bidder or investigation of such bidder fails to satisfy HCPS that such bidder is properly qualified to carry out the obligations of the Contract and to complete all requirements contemplated therein.

24.6 Bidders shall complete and return with their bid the “Reference Form” included in this solicitation (see Bid Form – Reference Form). Bidders shall have a minimum of three (3) references completed from clients of similar size and needs, within the past three (3) years. Business Name, contact name, type of work performed, e-mail addresses and phone numbers are required. Failure to submit references may deem bidder as non-responsive.

24.6.1 The references listed will be checked by HCPS. All references must include a contact person who can comment on your organization’s ability to provide this service and their impression of how well your organization fulfilled its obligations under the contract. It is imperative that contact names and information be accurate.

24.6.2 HCPS will not be responsible for errors, non-working phone numbers, inaccurate email addresses or persons no longer employed with the firm or do not respond.

24.7 Employees may be required to provide a State of Maryland Police Background Check.

25. CONTRACTOR RESPONSIBILITY

25.1 Perform scheduled inspections, services and preventative maintenance necessary to ensure the uninterrupted operation of the fire alarm, sprinkler, and life safety systems covered by this contract. The Awarded Bidder is responsible for identifying and reporting deficiencies found in the equipment during the contract period. HCPS Facilities Department will request quotes for repair costs.

25.2 All replacement parts, materials, supplies and equipment shall be the manufacturer’s parts for the particular system. All material furnished by the Awarded Bidder shall be new and of such quality, quantity and size to assure that complete repairs fulfill the intended requirements of the existing system design and performance.

25.3 Troubleshoot equipment anomalies and failures: identify the cause of the problem, the components affected, and affect the repair in a professional and timely manner.

25.4 The Awarded Bidder(s) is responsible for successfully repairing the equipment at that site within a
reasonable time period. A “reasonable time period” is one in which a company with the appropriately trained personnel could be expected to perform the needed repairs and have the unit functioning properly (assuming that the replacement parts are available).

25.5 Examine related equipment: notify HCPS of any conditions, in writing, that while they may not now be causing a problem, will in the future, if maintenance is not performed.

25.6 Associated work: It is the responsibility of the Awarded Bidder(s) to provide for and coordinate the work of any other trade, as required to complete the work. HCPS must be notified if another trade is required to facilitate and/or complete the work prior to them being brought on-site.

25.7 Awarded Bidder(s) must identify, in writing, any equipment failure(s) and/or discrepancies. Such aforementioned failure(s) and/or discrepancies must be submitted to the HCPS Assistant Supervisor of Mechanical Systems and the Assistant Supervisor of Automated Building Systems/HVAC or their designee, a “cost estimate” for time and material costs to service and repair the identified equipment failure.

25.8 After each scheduled inspection, emergency service call, major repair or overhaul, the Awarded Bidder is to furnish a complete written report describing work performed and unit condition, including log readings, clearances and fits, and all recorded data. A copy of each report is to be maintained on the job site.

25.9 Awarded Bidder is responsible for submitting reports to the Harford County Fire Marshall for each location as well as the HCPS Assistant Supervisor of Mechanical Systems and the Assistant Supervisor of Automated Building Systems/HVAC.

25.10 Awarded Bidder(s) is required to provide all necessary testing and evaluating equipment needed as per the bid contracted. This is to include all types of testers, computers, and any other devises/tools necessary to professionally service all equipment at the sites.

25.11 Testing equipment shall be maintained, serviced and adjusted or replaced as per manufactures requirements, to insure accurate measurements with integrity. Any costs associated with test equipment maintenance or replacement shall be at Awarded Bidder’s expense.

25.12 The Awarded Bidder(s) shall be responsible for doing a “pre-job” damage survey of the facility for existing property damage with the owner prior to starting work. Existing damaged items identified on this survey will be the responsibility of HCPS. Any items not identified on this survey will be the responsibility of the Awarded Bidder(s). The Awarded Bidder(s) will be required to repair all areas to the satisfaction of HCPS, or HCPS may have these items corrected and deduct the cost of these repairs from any monies owed or which may become due from the Awarded Bidder(s).

25.13 Awarded Bidder(s) will be required to provide HCPS with an e-mail address and a phone number for scheduling service through a dispatch center during regular business hours (6:00 am – 5:00 pm local time Monday through Friday) and for scheduling service through a dispatch center for emergencies (twenty-four (24) hours a day, seven (7) days a week).

25.14 Awarded Bidder is responsible for contacting HCPS’ contracted alarm monitoring company prior to performing any inspection or maintenance. Account numbers are available from the custodian/building engineer.

25.15 The Awarded Bidder will be required to supply all parts, labor, supplies and necessary equipment required to repair and maintain all fire alarm, sprinkler and life safety systems in a fully functional and operational condition, in accordance with manufacturer’s recommendations.

25.16 Awarded Bidder(s) shall have at least one (1) person fluent in English on-site.
25.17 The Awarded Bidder shall furnish the services of an experienced technician and helper, if necessary, which shall be on-site at all times while work is in progress. The Awarded Bidder shall not send more than two (2) people; one (1) technician and one (1) helper on a job for service or repairs.

25.18 The Awarded Bidder must have sufficient full-time staff or secured sub-contractor resources, enabling them to perform multiple facility (two or more) inspections/testing daily and repair assignments simultaneously including emergency/non-emergency repairs, twenty-four (24) hours a day, seven (7) days a week. The Awarded Bidder shall have sufficient staff to develop a minimum of two (2) teams consisting of three (3) or more staff that are regularly assigned to perform HCPS facility inspections/testing to satisfy annual inspection testing starting on June 1 and be 100% completed on or before August 31 of each contract year.

26. PROCUREMENT ADMINISTRATOR

Jennifer Horner, CPPB, Purchasing Agent, will administer the solicitation process. The Procurement Administrator will be the sole point of contact for the purposes of this bid. Questions and inquiries should be e-mailed to the Procurement Administrator: Jennifer Horner, at Jennifer.Horner@hcps.org.

All questions must be e-mailed and received no later than 2:30 pm local time February 20, 2020. Questions will not be accepted by phone.

Questions that are deemed to be substantive in nature will be answered in writing, with both the question(s) and answer(s) being addressed in the form of an Addendum and posted on our website on or before February 25, 2020 at www.hcps.org as well as eMaryland Marketplace Advantage.
THIS AGREEMENT, made this __________ day of __________, 20___, by and between the Board of Education of Harford County, acting herein through its Superintendent, hereafter called “Owner” and ______________________, a corporation located at _______________________________, hereinafter called “Contractor”.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR, hereby agrees with the OWNER to commence and to furnish and deliver in accordance with the accompanying specifications, for the prices listed on the Bid Form.

The initial term of the Contract shall be for one (1) year and shall begin on or about December 1, 2019 and end November 30, 2020. HCPS reserves the right, if mutually agreed upon, to extend this Contract for up to five (5) additional, one (1) year periods.

Hereinafter called the contract, in the amount of _____________________________________________________ provided, and all related work in connection therewith, under the terms as stated in the General and Special Conditions of the Bid Document and all related documents; and at their own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in Bid #20-JHM-017, and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by the Board of Education of Harford County, and as enumerated in the General Conditions, all of which are made a part hereof and collectively evidence and constitute the Contract.

I/WE certify that this bid is made without any previous understanding, agreement, or connection with any other person, firm, or corporation making a bid for the same supplies, and, in all respects, is fair and without collusion or fraud.

In compliance with the above and subject to all terms and conditions thereof, the undersigned offers and agrees, if the bid be awarded, to furnish items at the prices indicated within the time specified.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in two (2) counterparts, each of which shall be deemed an original.

Board of Education of Harford County

Seal in Signature

Board of Education of Harford County
Witness

Sean W. Bulson, Ed.D., Superintendent of Schools

Date

Board of Education of Harford County – Board President
(If over $100k)

Seal in Signature

Company Name

Authorized Contractor Signature

Street Address

Contractor Witness

City, State, Zip
HARFORD COUNTY PUBLIC SCHOOLS
102 SOUTH HICKORY AVENUE
BEL AIR, MD 21014

CHECK LIST

BID #20-JHM-039

Fire Alarm, Sprinkler, and Life Safety Systems Inspections
and On-Call Services (Re-Bid)

☐ Signed and included all Addenda (if applicable)

☐ Reviewed Insurance Requirements and will comply with the coverage limits listed (include sample)

☐ Submitted on Letterhead: Addresses, contact information, and years in business, number of employees
(per Section 23.1)

☐ Submitted copies of all related certifications/licenses held by each employee who will or may perform work
at HCPS (per Section 23.2.1 / 23.2.2)

☐ Provided resumes for each person that may work at any HCPS site (per Section 23.2.3)

☐ Signed and Submitted Contract Page

☐ Completed and Submitted Bid Form

☐ Completed and Submitted Reference Form

☐ Signed and included State of Maryland Anti-Bribery

☐ Signed and included Debarment, Suspension, Ineligibility, and Voluntary Exclusion

☐ Signed and included Employment of Sex Offenders and Other Criminal Offenders Affidavit

Items that are indicated with an (*) must be submitted in proper form and content at the time of bid opening
or the bid may be deemed non-responsive.

Acknowledgement of Addenda (if applicable)
I/We acknowledge receipt of the following Addenda:

No. ______________, Dated ______________

No. ______________, Dated ______________

No. ______________, Dated ______________

No. ______________, Dated ______________

No. ______________, Dated ______________
Bid #20-JHS-039  
Fire Alarm, Sprinkler and Life Safety Systems Inspections  
and On-Call Services (Re-Bid)  

HARFORD COUNTY PUBLIC SCHOOLS  
102 SOUTH HICKORY AVENUE  
BEL AIR, MD 21014  

BID FORM  
BID #20-JHM-039  

Fire Alarm, Sprinkler and Life Safety Systems Inspections  
and On-Call Services (Re-Bid)  

In compliance with the Invitation for Bid, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish necessary permits, labor, equipment, materials, supervision, tools, insurance, and all related incidentals required to perform inspections, testing, and on-call services of fire alarm, sprinkler, and life safety systems at various locations (approximately 60 schools and offices, including portable classrooms) for Harford County Public Schools, in full compliance with the accompanying specifications in accordance with the price listed below.

### SECTION I – Inspection Section

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Inspection Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Inspection Cost (Attachment #1 Total)</td>
<td>$</td>
</tr>
</tbody>
</table>

**Basis of Inspections Award: Section I Total (Attachment #1)**

### SECTION II – On-Call Section (May be awarded to multiple bidders, must be completely filled out)

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Regular Hourly Labor Rate</th>
<th>Estimated Hours/Cost</th>
<th>Total Price (Regular Hourly Rate x Estimated Hours)</th>
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</thead>
<tbody>
<tr>
<td>2</td>
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<td>$</td>
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<tr>
<td>3</td>
<td>One (1) Fire Alarm Technician Helper</td>
<td>$</td>
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<td>$</td>
</tr>
<tr>
<td>4</td>
<td>One (1) Sprinkler Technician</td>
<td>$</td>
<td>100</td>
<td>$</td>
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<tr>
<td>5</td>
<td>One (1) Sprinkler Technician Helper</td>
<td>$</td>
<td>50</td>
<td>$</td>
</tr>
<tr>
<td>6</td>
<td>The markup for products, services, supplies, material, rental equipment, subcontractors, and other ancillary items required to complete the project following required approval from HCPS</td>
<td>Estimated Cost</td>
<td>Markup (Max of 25%)</td>
<td>($5,000 x Markup) <strong>state markup only</strong></td>
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<tr>
<td></td>
<td>Estimated Cost</td>
<td>$5,000</td>
<td>%</td>
<td></td>
</tr>
</tbody>
</table>

**Basis of On-Call Award: Section II Total (Add Item #2 through Item #6)**

$
Bid #20-JHS-039  
Fire Alarm, Sprinkler and Life Safety Systems Inspections and On-Call Services (Re-Bid)

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**ADDITIONAL INFORMATION:**

<table>
<thead>
<tr>
<th>Contract Contact/Sales Rep Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone Number:</td>
<td></td>
</tr>
<tr>
<td>E-Mail Address:</td>
<td></td>
</tr>
</tbody>
</table>

**SERVICE CALL CONTACTS (Section 13.1)**

<table>
<thead>
<tr>
<th>Regular – Fire Alarm</th>
<th>Contact Person</th>
<th>Phone Number</th>
<th>E-Mail Address</th>
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</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Emergency – Fire Alarm</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Regular – Sprinkler</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Emergency - Sprinkler</td>
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<td></td>
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</tr>
</tbody>
</table>

**FORM OF PAYMENT (mark those you will accept):**

<table>
<thead>
<tr>
<th>Do you accept credit card?</th>
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</tr>
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<tbody>
<tr>
<td>Is there a fee for using a credit card?</td>
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<tr>
<td>If yes, what is the fee amount?</td>
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</tr>
<tr>
<td>ACH Payment</td>
<td></td>
</tr>
<tr>
<td>Conventional Check</td>
<td></td>
</tr>
</tbody>
</table>

*NOTE: Must request changes to payment method or bank information in writing.

---

**ANY EXCEPTIONS TO THE SPECIFICATIONS MUST BE CLEARLY INDICATED.**

**ANY ALTERATIONS ON THE PROPOSED COST DATA ON THE BID FORM MUST BE INITIALED IN SCRIPT, IN INK, BY THE PERSON SIGNING THE BID.**

---

**COMPANY**

**NAME (TYPE OR PRINT)**

**ADDRESS**

**TITLE**

**CITY, STATE and ZIP**

**AUTHORIZED REPRESENTATIVE SIGNATURE**

**TELEPHONE**

**DATE**

**FEDERAL TAX ID NUMBER**

**E-MAIL ADDRESS**
Bidders shall have a minimum of three (3) references of similar size and needs, within the past three (3) years. Attach additional pages if necessary.

<table>
<thead>
<tr>
<th>Name of Organization</th>
<th>Reference 1</th>
<th>Reference 2</th>
<th>Reference 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Description of Project or Services Provided</td>
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<td></td>
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</tr>
<tr>
<td>Dollar Amount</td>
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<td>Contact Person</td>
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</tr>
<tr>
<td>Phone Number</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Email Address</td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>
HARFORD COUNTY PUBLIC SCHOOLS
Sean W. Bulson, Ed.D., Superintendent 102 S. Hickory Ave, Bel Air, Maryland 21014

STATE OF MARYLAND ANTI-BRIBERY AFFIDAVIT

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 an official investigation or other proceeding admitted in writing or under oath acts or omissions committed, which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Section 9-201 in the Criminal Law Article 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, plea, 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, 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, Harford County Public Schools 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 of 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.

_________________________________________  ______________________________________
Signature                                      Witness

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

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

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

(2) Where the prospective participant is unable to certify to any of the statements 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 subgrantees as of fiscal year 1990.
HARFORD COUNTY PUBLIC SCHOOLS

EMPLOYMENT OF SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS AFFIDAVIT

I AFFIRM THAT:

I am aware of, and the business listed below will comply with, the following requirements of Section §11-722 of the Criminal Procedure Article, and Section §6-113 of the Education Article, Annotated Code of Maryland:

A. Maryland Law requires sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work, or attend school. An HCPS contractor agrees and acknowledges that it/he/she is prohibited from knowingly employing an individual to work at a school if the individual is registered as a sex offender pursuant to Section §11-704 of the Criminal Procedures Article of Maryland Code.

B. An HCPS contractor or subcontractor may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of:

1) Section §3-307 of the Criminal Law Article, Maryland Annotated Code, Sexual Offense in the Third Degree;
2) Section §3-308 of the Criminal Law Article, Maryland Annotated Code, Sexual Offense in the Fourth Degree;
3) An offense under the laws of another state that would constitute a violation of Sections §3-307 or §3-308 of the Criminal Law Article if committed in Maryland;
4) Child sexual abuse under Section §3-602 of the Criminal Law Article, Annotated Code of Maryland;
5) An offense under the laws of another state that would constitute child sexual abuse under Section §3-602 of the Criminal Law Article if committed in Maryland;
6) A crime of violence as defined in Section §14-101 of the Criminal Law Article, Annotated Code of Maryland; or
7) An offense under the laws of another state that would constitute a crime of violence under Section §14-101 of the Criminal Law Article if committed in Maryland.
8) Contractors shall comply with the requirements of House Bill 486 passed by the General Assembly in 2019, regarding screening of applicants for employment.

a. Effective July 1, 2019
b. MSDE Guidance for House Bill 486 – Child Sexual and Sexual Misconduct Prevention) can be found online at www.marylandpublicschools.org.
c. Submission of Section 000325 Contract Affidavit (HB 486/SB 541Compliance) is required to be submitted prior to award of contract.

See Section §6-113 of the Education Article, Annotated Code of Maryland

Violations of any of these provisions may result in Termination for Cause.

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

Date: ______________________

By: ________________________________ (printed name of Authorized Representative and affiant)

________________________________________ (signature of Authorized Representative and affiant)

________________________________________ (Company Name)
<table>
<thead>
<tr>
<th>School Name and Address</th>
<th>Sprinkler Information</th>
<th>Fire Alarm Information</th>
<th>Elevator Information</th>
<th>Sprinkler Inspection - Qtr 1</th>
<th>Sprinkler Inspection - Qtr 2</th>
<th>Sprinkler Inspection - Qtr 3</th>
<th>Annual Inspection - Sprinkler and Fire Alarm</th>
<th>Total Yearly Cost (Qtr 1+Qtr 2+Qtr 3+Annual)</th>
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<tbody>
<tr>
<td>Administration Building 102 S. Hickory Avenue Bel Air, MD 21014</td>
<td>Full Wet Partial Dry Fire Pump</td>
<td>Notifier NFS-640PCA</td>
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<td>Simplex 4020</td>
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<td>Aberdeen High 251 Paradise Road Aberdeen, MD 21001</td>
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<td>HA 1643</td>
<td>HA 1835</td>
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<td>Abingdon Elem 399 Singer Road Abingdon, MD 21009</td>
<td>Full Wet Fire Pump</td>
<td>Silent Knight Model S820XL</td>
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<td>HA 1449</td>
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<td>Full Wet Underground Tank Jockey Pump</td>
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<td>Bel Air Elem 30 East Lee Street Bel Air, MD 21014</td>
<td>Full Wet Fire Pump</td>
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<td>EST/EST3X</td>
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<td>Bel Air High 100 Heighe Street Bel Air, MD 21014</td>
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<td>C. Milton Wright High 1301 Fountain Green Road Bel Air, MD 21015</td>
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<td>Silent Knight 5208</td>
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<tr>
<td>Churchville Elem 2935 Level Road Churchville, MD 21028</td>
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<td>Edwards ICR3/5104</td>
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<tr>
<td>Darlington Elem 2119 Shuvesille Road Darlington, MD 21034</td>
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<td>Deerfield Elem 2307 Willoughby Beach Road Edgewood, MD 21040</td>
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<td>Cerberus Pyro-tronics MXL-IQ</td>
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### Attachment #1

**List of Equipment for Inspections (Bid Form - PART I)**

<table>
<thead>
<tr>
<th>School Name and Address</th>
<th>Sprinkler Information</th>
<th>Fire Alarm Information</th>
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<th>Sprinkler Inspection - Qtr 1</th>
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<th>Total Yearly Cost (Qtr 1+Qtr 2+Qtr 3+Annual)</th>
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<tbody>
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<td>George D. Lisby Elem</td>
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<td>Hall’s Cross Roads Elem</td>
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<td>Harford Technical High</td>
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<td>Havre de Grace Elem</td>
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<td>Jarrettsville Elem</td>
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<td>Gamewell FCI 7100</td>
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<td>Edwards EST3</td>
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<td>Magnolia Elem</td>
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<td>Silent Knight S820XL</td>
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<td>Meadowvale Elem</td>
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<td>Norrisville Elem</td>
<td>Full Wet School on well</td>
<td>FCI 7100</td>
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<td>North Bend Elem</td>
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<td>North Harford Elem</td>
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<td>Patterson Mill Middle/High</td>
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<td>Edwards EST3</td>
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</tbody>
</table>
## Attachment #1

**List of Equipment for Inspections (Bid Form - PART I)**

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<th>Sprinkler Inspection - Qtr 3</th>
<th>Annual Inspection - Sprinkler and Fire Alarm</th>
<th>Total Yearly Cost (Qtr 1+Qtr 2+Qtr 3+Annual)</th>
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</thead>
<tbody>
<tr>
<td>Prospect Mill Elem 101 Prospect Mill Road, Bel Air, MD 21015</td>
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<td>Red Pump Elem 600 Red Pump Elem, Bel Air, MD 21014</td>
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<td>Edwards EST3</td>
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<td>Riverside Elem 211 Stillmeadow Drive, Joppa, MD 21085</td>
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<td>Silent Knight SB20XL</td>
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<tr>
<td>Roye-Williams Elem 201 Oakington Road, Havre de Grace, MD 21078</td>
<td>Full Wet</td>
<td>Silent Knight</td>
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<td>Southampton Middle 1200 Moores Mill Road, Bel Air, MD 21014</td>
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<td>William Paca/Old Post Road Elem 2706 Old Philadelphia Road, Abingdon, MD 21009</td>
<td>William Paca No Sprinkler System Old Post Partial Wet</td>
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<td>William S. James Elem 1 Laurentum Parkway, Abingdon, MD 21009</td>
<td>Partial Wet</td>
<td>Edwards EST 3X</td>
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<td>Youth’s Benefit Elem 1901 Fallston Road, Fallston, MD 21047</td>
<td>Full Wet Storage Tank</td>
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<td>Radionics 4112</td>
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**Grand Total of all services to be provided to each location per year (carry over to Item #1 on Bid Form - PART I)**

$