BID ANNOUNCEMENT

BID TITLE: Remote Alarm Monitoring and On-Call Services
BID NUMBER: 23-DSS-006
BID OPENING DATE AND TIME: October 19, 2022, 2:30 pm local time
BID OPENING / BID EMAIL SUBMITTAL ADDRESS: Bid Opening will be online via Teams at the following link:
Join on your computer, mobile app or room device
Click here to join the meeting
Meeting ID: 279 838 689 82
Passcode: bkFHRJ
Download Teams | Join on the web
Or call in (audio only)
+1 240-600-1475,,373064911# United States, Bethesda
Phone Conference ID: 373 064 911#
Find a local number | Reset PIN

PROCUREMENT AGENT: Denise Semenkow
Denise.Semenkow@hcps.org

QUESTIONS DUE DATE AND TIME
Questions must be emailed to Denise.Semenkow@hcps.org no later than 2:30 pm on September 29, 2022

ADDENDUM ISSUED:
No later than October 7, 2022.

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 Procurement e-mail box, bids@hcps.org, on or before the bid opening day and time.

It is the Bidder(s) responsibility to verify that the Bid has been received at bids@hcps.org, prior to the Bid Opening. ‘Read Receipts’ are not sufficient. Bidders may contact the Procurement Agent listed within the solicitation, by email or phone, to confirm receipt of bids.

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 Board of Education of Harford County Public does not discriminate on the basis of age, ancestry/national origin, color, disability, pregnancy, gender identity/expression, marital status, race, religion, sex or sexual orientation in matters affecting employment or in providing access to programs and activities and provides equal access to the Boy Scouts and other designated youth groups.

In accordance with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. §1681, et seq.), Harford County Public Schools does not discriminate on the basis of sex in any of its programs or activities or with regard to employment. Inquiries about the application of Title IX, and its implementing regulations to Harford County Public Schools may be referred to Renee McGlothlin, Harford County Public Schools Title IX Coordinator, by mail to 102 S. Hickory Avenue, Bel Air, Maryland 21014, or by telephone to 410-809-6087 or by email to Renee.McGlothlin@hcps.org or the Assistant Secretary for the Office of Civil Rights in the United States Department of Education by mail to 400 Maryland Avenue, SW, Washington, DC 20202 or by telephone 1-800-421-3481, or both.
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INSTRUCTION TO BIDDERS

The following provisions, where applicable, will become part of any contractual relationship developed as a result of the solicitation.

1.0 AN INVITATION TO BID SUBMISSION

1.1 The Board of Education of Harford County hereinafter referred to as Harford County Public Schools or HCPS, invites all interested and qualified bidders to submit a bid. These specifications and requirements identified in the attached statement of work and detailed specification are intended to cover the procurement of supplies and/or equipment requested.

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

1.3 Unless otherwise indicated, HCPS shall receive sealed bids until the date and time indicated on bid or as modified by addenda. Bids must be e-mailed to bids@hcps.org. Bids must be clearly marked on the subject line: Name of Bidder, Bid Number and Solicitation Title. Late bids will be rejected.

1.4 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.

1.5 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 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.

1.6 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 HCPS. When an aggregate bid is requested, the unit prices for each item shall be identified on the Bid Form for accounting purposes. The unit prices in an aggregate bid should be consistent with the total quoted price for an aggregate bid.

1.7 The product offered by the Bidder shall be new, not used, and the latest version unless otherwise requested by HCPS. 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.

2.0 BID PREPARATION, PROPOSAL SHEET, AND BID OPENING

2.1 Bidder must submit one (1) original with original signatures of the Bid using HCPS 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 must be returned electronically via e-mail to bids@hcps.org, ONLY. HCPS will not accept any facsimile transmission or electronic submissions to HCPS Procurement Agents, representatives, or
employees. It is the Bidder(s) responsibility to verify that the Bid has been received at bids@hcps.org, prior to the Bid Opening. ‘Read Receipts’ are not sufficient. Bidders may contact the Procurement Agent listed within the solicitation, by email or phone, to confirm receipt of bids.

2.3 Each bid must show the full business address, telephone number, fax number, email address, and federal tax identification number of the Bidder and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the Bid and Contract, including Letter of Intent, copy of Contract, and Purchase Order, will be mailed or delivered to the contact information 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 pricing 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.

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. Any tabulation provided at this time is draft status only.

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 or more. Formal contract award is contingent upon the required Board approval.

2.5.5 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 forty-eight (48) hours following notification. The Procurement Supervisor will be the final determinate of what is a minor irregularity.

2.5.6 HCPS also reserves the right to reject any or all bids and/or waive technical defects and minor irregularities at the discretion of the Supervisor of Procurement, HCPS or designee 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.

2.5.7 Any omissions, errors, conflicts, or discrepancies in this document shall be called to the attention of HCPS IN WRITING within five (5) working days prior to the bid opening.

2.5.8 Omission of any specification or details of any specification which would normally apply to the supplies and/or equipment described herein, shall not relieve the Bidder from fulfilling those required specifications needed to provide an end product or service best suited to the intended purpose of this contract as determined by the Supervisor of Procurement.

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 **AWARD OR REJECTION OF BIDS**

3.1 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 in the best interest of HCPS.

3.2 HCPS reserves the right to reject a bid of bidders pursuant to Section 5-112 of the Education Article of the Annotated Code of Maryland.

3.3 Bidder SHALL NOT 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. If Bidder submits more than one price per item specified, Bidder may be deemed non-responsive. Bidders are allowed to also offer incentives, discounts, and promotional pricing, however; if conditions are attached to pricing, the pricing may be rejected.

3.4 Each bidder cannot offer more than one (1) bid submittal.

3.5 HCPS also reserves the right to reject a bid of firms who have demonstrated performance deficiencies or who have previously failed to perform properly or complete on time other Board contracts.

3.6 HCPS reserves the right to reject any or all bids.

3.7 HCPS reserves the right to re-advertise for other bids for the identical requirement if it is in the best interest of HCPS.

4.0 **ANNULMENTS AND RESERVATIONS**

4.1 Conditional proposals will not be considered.

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

4.3 HCPS may conduct any necessary investigation to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to 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.

4.4 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.

4.5 Unbalanced proposals will not be accepted.

4.6 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.

5.0 **MULTI-AGENCY PROCUREMENT**

5.1 HCPS reserves the right to extend the terms and conditions of this solicitation to any and all other government agencies. All purchase and payment transactions will be made directly between the Awarded Bidder and the requesting public agency.

5.2 Each participating jurisdiction or agency shall enter into its own contract if necessary, with the Awarded Bidder(s). HCPS assumes no obligation on behalf of any other entity.

6.0 **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 Procurement Manual.
7.0 **WAIVER OF TECHNICALITIES**

Minor differences in the specifications or other minor technicalities may be waived at the discretion of the Supervisor of Procurement.

8.0 **BID PRICES**

8.1 All pricing must remain firm for sixty (60) days from date of bid opening unless otherwise specified.

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

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

8.4 HCPS will not accept any bid responses with bidder escalator clauses, unless specifically stated in the solicitation specifications.

9.0 **ADDENDA**

9.1 All changes to the Bid Specifications will be made through appropriate Addenda issued from the Procurement Department.

9.2 Addenda notices will be posted on the Procurement Department web site at [www.hcps.org](http://www.hcps.org), as well as eMaryland Marketplace.

9.3 No Addenda will be issued later than five (5) 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.

9.4 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 response. Failure to return the signed Addenda Form may be reason for rejection of the Bid.

10.0 **RIGHT OF SELECTION**

HCPS reserves the right to accept this bid by items or as a whole or lump sum. HCPS also reserves the right to increase or decrease the estimated quantities. HCPS reserves the right to reject any and all bids which comply with these specifications or to accept a higher bid which complies, provided that, in the judgment of HCPS the bid offered under the higher bid is in the best interest of HCPS and the additional price can be justified.

11.0 **DISSEMINATION OF INFORMATION**

During the term of this agreement, the Awarded Bidder shall not release any information related to the services or performance of the services under this agreement nor publish any final reports or documents without prior written approval of HCPS.

12.0 **INSURANCE**

Please 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 receive these insurance requirements prior to submitting a bid. Failure to comply with these insurance requirements may render the bid as non-responsive.
1.0 REMEDIES AND TERMINATION

1.1 Correction of Errors, Defects, and Omissions – The Awarded Bidder agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under this agreement without undue delays and without cost to HCPS. The acceptance of the work set forth herein by HCPS shall not relieve the Awarded Bidder of the responsibility.

1.2 Set-Off – HCPS may deduct from and set-off against any amounts due and payable to the Awarded Bidder any back-charges or damages sustained by HCPS by virtue of any breach of this agreement by the Awarded Bidder to perform the services or any part of the services in a satisfactory manner. Nothing herein shall limit the liability of the Awarded Bidder for damages and HCPS may affirmatively collect damages from the Awarded Bidder.

1.3 Termination for Default

1.3.1 If the Awarded Bidder fails to fulfill its obligations under this contract properly and on time, otherwise violates any provision of the Contract, HCPS may terminate the Contract by written notice to the Awarded Bidder. The notice shall specify the acts of omissions relied on as cause for termination.

1.3.2 All finished or unfinished supplies and services provided by the Awarded Bidder, shall at HCPS’ option, become HCPS property. HCPS shall pay the Awarded Bidder fair and equitable compensation for satisfactory performance prior to receipt of Notice of Termination, less the amount of damages caused by Awarded Bidder’s breach.

1.3.3 If the damages are more than the compensation payable to the Awarded Bidder, the Awarded Bidder will remain liable after termination and HCPS can affirmatively collect damages.

1.4 Termination for Convenience – HCPS may terminate all or part of the work required under this contract for the convenience of HCPS with a thirty (30) day notification. In the event of such termination, the Contract Administrator shall determine the costs the Awarded Bidder has incurred to the date of termination and such reasonable costs associated with the termination. HCPS shall pay such costs as determined by the Contract Administrator to the Awarded Bidder together with reasonable profit reasonably earned by the Awarded Bidder to the time of termination but not to include any profit not earned as of the date of termination.

1.4.1 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 Awarded Bidder thirty (30) days in advance and will be in effect at the beginning of the fiscal year for which funds are not available. The Awarded Bidder may not recover anticipatory profits or costs incurred after termination.

1.5 Obligations of Awarded Bidder upon Termination – Upon Notice of Termination as provided in Sections 1.3 and 1.4, the Awarded Bidder shall:

1.5.1 Take immediate action to orderly discontinue its work and demobilize its work force to minimize the occurrence of costs.

1.5.2 Take such action as may be necessary to protect the property of HCPS, place no further orders or subcontract, assign to HCPS in the manner and to the extent directed by HCPS all of the right, title and if ordered by HCPS possession and interest of Awarded Bidder under the orders or
subcontracts terminated.

1.5.3 Deliver to HCPS all materials, equipment, data, drawings, specifications, reports, estimates, and such other information accumulated by the Awarded Bidder which has been or will be reimbursed under this agreement after taking into account any damages that may be payable to HCPS. Title to such items shall be transferred to HCPS.

1.6 Remedies Not Exclusive – The rights and remedies contained in this general condition are in addition to any other right or remedy provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.

2.0 DRUG, TOBACCO, AND ALCOHOL

All HCPS properties are "drug, tobacco, and alcohol-free zones" as designated by Local and State laws. Neither the Awarded Bidder or their employees (or sub-Contractors) 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.

3.0 PROTEST AND APPEAL PROCESS

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

4.0 NON-DISCRIMINATION

4.1 The Awarded Bidder shall comply with all Federal and State anti-discrimination laws in the performance of this contract.

4.2 The Board of Education of Harford County Public does not discriminate on the basis of age, ancestry/national origin, color, disability, pregnancy, gender identity/expression, marital status, race, religion, sex or sexual orientation in matters affecting employment or in providing access to programs and activities and provides equal access to the Boy Scouts and other designated youth groups.

4.3 In accordance with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. §1681, et seq.), Harford County Public Schools does not discriminate on the basis of sex in any of its programs or activities or with regard to employment. Inquiries about the application of Title IX, and its implementing regulations to Harford County Public Schools may be referred to Renee McGlothlin, Harford County Public Schools Title IX Coordinator, by mail to 102 S. Hickory Avenue, Bel Air, Maryland 21014, or by telephone to 410-809-6087 or by email to Renee.McGlothlin@hcps.org or the Assistant Secretary for the Office of Civil Rights in the United States Department of Education by mail to 400 Maryland Avenue, SW, Washington, DC 20202 or by telephone 1-800-421-3481, or both.

4.4 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.

4.5 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.

5.0 NON-HIRING OF EMPLOYEES BY AWARDED BIDDER OR HCPS

5.1 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.
5.2 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 contact, shall, while so employed, become or be an employee of the party or parties hereby contracting with the Awarded Bidder or any unit thereof.

6.0 STAFF

The Awarded Bidder shall utilize the personnel named and/or otherwise identified in its proposal to perform services required. In the event that any of the personnel named are unable to perform because of death, illness, resignation from the Awarded Bidder's employ, or similar reasons, the Awarded Bidder shall promptly submit to the Contract Administrator, in writing, the name and qualifications of the proposed replacement. No substitutions shall be made without the proper written approval of the Contract Administrator and the Supervisor of Purchasing.

7.0 SUBCONTRACTING OR ASSIGNMENT

The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and their respective successors and assigns, provided any such General Provisions for Professional Services successor to the Awarded Bidder, whether such successor or assign be an individual, a partnership, or a corporation, is acceptable to HCPS, and neither this agreement or the services to be performed thereunder shall be subcontracted, or assigned, or otherwise disposed of, either in whole or in part, except with the prior written consent of HCPS.

8.0 FINANCIAL DISCLOSURE

The Awarded Bidder shall comply with the provisions of Section 13-221 of the State Finance and Procurement 8, 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 thirty (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.

9.0 POLITICAL CONTRIBUTION DISCLOSURE

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.

10.0 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.

11.0 LANGUAGE/GENDER

11.1 Bidder, proposer, offeror, vendor and contractor all have the same meaning and may be used interchangeably.

11.2 The Board of Education of Harford County is also referred to as HCPS, Harford County Public Schools, and Board of Education which may be used interchangeably.

11.3 Bid, proposal and offer all have the same meaning and can be used interchangeably.

12.0 COMPLIANCE WITH LAW
12.1 The Awarded Bidder hereby represents and warrants that it is qualified to do business in the State of Maryland and that it will take such action as, from time-to-time hereafter, may be necessary to remain so qualified.

12.2 The Awarded Bidder hereby represents and warrants it is not arrears with respect to the payment of any monies due and owing the County or State, of any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this agreement.

12.3 The Awarded Bidder shall comply with all Federal, State and Local law, ordinances and legally enforceable rules and regulations applicable to its activities and obligations under this agreement.

12.4 The Awarded Bidder must, at its expense, obtain any and all licenses, permits, insurance, and governmental approval required by Local, State, and Federal authorities, if any, necessary to perform its obligations under this agreement.

12.5 The Offeror at the time of proposal opening must be fully licensed in all trades or special areas that require a license by Local, State, and Federal authorities.

12.6 It is the Awarded Bidder’s responsibility to notify HCPS of lapses in, suspension of or termination of special permits and licenses required under the Contract.

12.7 That the facts and matters set forth hereafter in the “Contract Affidavit” which is attached to this agreement and made a part hereof are true and correct.

13.0 RESPONSIBILITY FOR CLAIMS AND LIABILITY

13.1 To the fullest extent permitted by law, the Indemnitor shall indemnify, defend and hold the Indemnitee and its employees, agents, officials or volunteers harmless from and against any and all claims, losses, damages, expenses, causes of action and liabilities including without limitations, attorney’s fees arising out of or related to the Indemnitor’s occupancy or use of the Indemnitee’s premises or operations incidental thereto, provided that any such claim, loss, damage, expense, cause of action or liability is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from. Indemnitor expressly indemnifies Indemnitee for the consequences of any negligent act or omission of the Indemnitor or any of the Indemnitor’s employees, agents, officials or volunteers or anyone for whose acts the Indemnitor may be liable, unless such act or omission constitutes gross negligence or willful misconduct.

13.2 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.

14.0 AWARDED BIDDER’S OBLIGATION

14.1 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 specifications, as decided by HCPS, and as described herein. Deviations, exceptions, alternates, etc., may render the proposal as non-responsive.

14.2 The Awarded Bidder shall perform the services with that standard of care, skill, and diligence normally provided by a contractor in the performance of services similar to the services hereunder.

14.3 Notwithstanding any review, approval, acceptance, or payment for the services by HCPS, the Awarded Bidder shall be responsible for professional and technical accuracy of its work furnished by the Awarded Bidder under this agreement.

14.4 HCPS review, approval, or acceptance of, nor payment for, any of the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of
action arising out of the performance of this contract, and the Awarded Bidder shall be and remain liable
to HCPS in accordance with applicable law for all damages to HCPS caused by the Awarded Bidder’s
negligent performance of any or the services furnished under this contract.

14.5 The rights and remedies of HCPS provided for under this contract are in addition to any rights and
remedies provided by law.

14.6 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.

14.7 Any deviations to the specifications or statement of work must be clearly noted in detail by the Offeror, in
writing, at the time of submittal of the formal proposal.

14.8 The Awarded Bidder shall and will, in good professional manner, do and perform all services, except as
herein otherwise expressly specified, necessary or proper to perform and complete all the work required
by this contract, within the time herein specified, in accordance with the provisions of this contract and
said specifications and in accordance with the specifications covered by this contract and any and all
supplemental specifications, and in accordance with the directions of the Board of Education as given
from time to time during the progress of the work. The Awarded Bidder shall observe, comply with and be
subject to all terms, conditions, requirements and limitations of the Contract and Specifications and shall
do, carry on and complete the entire work to the complete satisfaction of the Board of Education.

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

15.0 CHANGES, ALTERATIONS, OR MODIFICATIONS

15.1 HCPS shall have the right, at its discretion, to change, alter, or modify the services provided for in this
agreement and such changes, alterations, or modifications may be made even though it will result in an
increase or decrease in the services of the Awarded Bidder or in the Contract cost thereof.

15.2 If such changes cause an increase or decrease in the Awarded Bidder’s cost of, or time required for,
performance of any service under this contract, whether or not changed by an order, an equitable
adjustment shall be made and the Contract shall be modified in writing accordingly. Any claim of the
Awarded Bidder for adjustment under this clause must be asserted in writing with thirty (30) days form the
date of receipt by the Awarded Bidder of the notification of change unless the Project Manager or his duly
authorized representative grants a further period of time before the date of final payment under the
Contract.

15.3 No services for which an additional cost or fee will be charged by the Awarded Bidder without prior written
authorization of HCPS.

16.0 PROTECTION OF WORK AND PROPERTY

16.1 The Awarded Bidder will be held responsible for any and all damage to Harford County Public Schools
property done or caused by the Awarded Bidder or other personnel engaged in the execution of this
contract, except and unless damage, loss, injury or illness is caused by the negligence or tortious
misconduct of HCPS employees. 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 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 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.

16.3 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.
16.4 The Awarded Bidder shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or work, and at the completion of the work, all trash will be removed from and about the work site and all tools, scaffolding and surplus materials shall leave the area clean and neat unless more exactly specified. In case of disputes, HPCS may remove trash, rubbish, etc. and charge the cost to the Awarded Bidder.

16.5 The Awarded Bidder shall protect all HCPS property, materials, equipment, improvements, utilities, structures, and vegetation at all times. Any property or INCIDENTALS damaged during the shall be repaired or replaced by Awarded Bidder to the satisfaction of HCPS.

17.0 PERMITS & LICENSE

The Awarded Bidder must, at its expense, obtain any and all permits required by Local, State and Federal authorities. The Awarded Bidder at the time of bid opening must be fully licensed in all trades or special areas that require a license by Local, State, Federal authorities. It is the Awarded Bidder’s responsibility to notify HCPS of lapses in, suspension of or termination of special permits and licenses required under the Contract.

18.0 SAFETY AND CODE REQUIREMENTS

18.1 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.

18.2 The 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 MOSHA Standard.

18.3 Safety Data Sheets (SDS) shall be submitted for all supplies, materials, equipment or any other substances furnished and/or installed under this proposal in accordance with the OSHA Hazardous Communication Standard 29 CFR 1910.101, 29 CFR 1910.1200 and 20 CFR 1926.58 or any other applicable State, Federal or Local regulation. The Awarded Bidder, when required, 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.

19.0 GUARANTEE AND WARRANTY

19.1 The Awarded Bidder shall unconditionally guarantee the supplies and equipment furnished by the Awarded Bidder for a period of at least one (1) year from the date of acceptance of the installation by HCPS or as specified in the bid document. If the manufacturer warrants equipment for a period longer than one (1) year, the Awarded Bidder shall pass through this extended warranty to HCPS.

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

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

20.0 INDEMNIFICATION

20.1 To the fullest extent permitted by law, the Indemnitor shall indemnify, defend and hold the Indemnitee and its employees, agents, officials or volunteers harmless from and against any and all claims, losses, damages, expenses, causes of action and liabilities including without limitations, attorney’s fees arising out of or related to the Indemnitor's occupancy or use of the Indemnitee’s premises or operations incidental thereto, provided that any such claim, loss, damage, expense, cause of action or liability is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from. Indemnitor expressly indemnifies indemnitee for the consequences of any negligent act or omission of the Indemnitor or any of the Indemnitor’s employees,
agents, officials or volunteers or anyone for whose acts the Indemnitor may be liable, unless such act or omission constitutes gross negligence or willful misconduct.

20.2 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.

21.0 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]

22.0 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.

23.0 EMPLOYMENT OF CHILD SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS

23.1 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.

23.2 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.

23.2.1 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;

23.2.2 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;

23.2.3 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.

23.3 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.

23.4 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.

23.5 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. Violation of this paragraph may result in termination of the agreement at HCPS’s discretion.

24.0 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.

24.1 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.

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

25.0 LABOR AND RATES OF PAY

25.1 The Awarded Bidder agrees that it shall abide by all applicable provisions of Federal and State law and regulation pertaining to workplace conditions, child labor and that all employees will be treated with dignity and respect.

25.2 The Awarded Bidder agrees to comply with all applicable Federal and State law and regulation relating to payment of wages.

26.0 PROCUREMENT-INVESTMENT ACTIVITIES IN IRAN

The Awarded Bidder agrees that it shall abide by and comply with Section 17-701 et seq. of the State Finance and Procurement Article of the Maryland Code, regarding business in Iran.

27.0 CONTRACT

The Bid with respect to all items accepted, addenda, agreements and all papers and documents accompanying the same, including these general and special conditions shall constitute the Formal Contract between the Bidder
28.0 **WAIVER OF RIGHT**

The Offeror agrees that it and its parent, its affiliates and subsidiaries, if any; waive the right to offer on any procurement contract, of any tier, resulting from the services to be provided under this agreement.

29.0 **INITIATION OF WORK**

The Offeror shall not commence performance of the services until it receives a formal written notice from HCPS in the form of a Contract, Purchase Order, or Notice to Proceed from the Supervisor of Purchasing or designated Purchasing Agent.

30.0 **TAXES**

30.1 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.

30.2 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.

31.0 **BILLING AND PAYMENT**

31.1 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. The original invoice shall be submitted to the Accounts Payable Office, 102 S. Hickory Avenue, Bel Air, Maryland 21014, unless otherwise specified.

31.2 Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments may be paid if partial shipments have been made and received.

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

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

32.0 **GOVERNING LAW AND DISPUTE RESOLUTION**

32.1 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.

32.2 Alternative Dispute Resolution (ADR) may be used at HCPS’s sole discretion, but HCPS is not obligated to utilize ADR.

33.0 **FREEDOM OF INFORMATION ACT**

33.1 Offerors should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by HCPS. Blanket requests for the entire proposal to be held confidential will not be considered.

33.2 HCPS shall determine, in its sole discretion, which (if any) portions of the Offeror’s proposals shall be confidential. It is the responsibility of the Proposer to clearly mark such information (pages) as
34.0 CONFLICTS 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.

35.0 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

36.0 IT ACCESSIBILITY PROGRAM

36.1 Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended in 1998, is a federal law that requires agencies to provide individuals with disabilities equal access to electronic information and data comparable to those who do not have disabilities, unless an undue burden would be imposed on the agency. The Section 508 standards are the technical requirements and criteria that are used to measure conformance within this law. More information on Section 508 and the technical standards can be found at [www.section508.gov](http://www.section508.gov).

36.2 Section 508 requires agencies, during the procurement, development, maintenance, or use of ICT, to ensure that individuals with disabilities have access to and use of ICT information and data comparable to the access and use afforded to individuals without disabilities (i.e., “ICT accessibility”), unless an undue burden would be imposed on the agency. The Section 508 standards are the technical requirements and criteria that are used to measure conformance with the law and incorporate the W3C Web Content Accessibility Guidelines (WCAG) 2.0.

37. FORCE MAJEURE

37.1 A party shall not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is beyond the reasonable control of a party, materially affects the performance of any of its obligations under this agreement and could not reasonably have been foreseen or provided against, but will not be excused for failure or delay resulting from only general economic conditions or other general market effects.

37.2 The list of events to be included is a matter of negotiation between the parties. Such causes may include, but are not limited to, acts of God, nature or the public enemy, terrorism, invasion, insurrection, order of court, judge, or civil authority, strike, stoppage of labor, riot, and unusually severe weather, significant fires, floods, earthquakes, storms, epidemics, pandemics, quarantine restrictions, strikes, freight embargos, government regulation, or governmental authorities, and delays which are not caused by any act or omission.
INSURANCE REQUIREMENTS
Service Contracts > $10,000

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.

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:

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<tr>
<th>Limit</th>
<th>Description</th>
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<tbody>
<tr>
<td>$1,000,000</td>
<td>Each Occurrence;</td>
</tr>
<tr>
<td>$1,000,000</td>
<td>Personal and Adv Injury;</td>
</tr>
<tr>
<td>$2,000,000</td>
<td>General Aggregate;</td>
</tr>
<tr>
<td>$1,000,000</td>
<td>Products/Completed Operations Aggregate</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>Limit</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>$100,000</td>
<td>Each accident for bodily injury by accident;</td>
</tr>
<tr>
<td>$100,000</td>
<td>Each employee for bodily injury by disease; and</td>
</tr>
<tr>
<td>$500,000</td>
<td>Policy limit for bodily injury by disease.</td>
</tr>
</tbody>
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2.1.4 **Umbrella excess liability** or excess liability insurance or its equivalent with minimum limits of:

<table>
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<tr>
<th>Limit</th>
<th>Description</th>
</tr>
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<tbody>
<tr>
<td>$1,000,000</td>
<td>Per occurrence;</td>
</tr>
<tr>
<td>$1,000,000</td>
<td>Aggregate for other than products/completed operations and auto liability;</td>
</tr>
<tr>
<td>$1,000,000</td>
<td>Products/completed operations aggregate.</td>
</tr>
</tbody>
</table>
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 **Professional liability** (or errors or omissions liability) insurance or its equivalent with minimum limits of:

$1,000,000 Each Claim or Wrongful Act; and
$1,000,000 Annual Aggregate

2.1.6 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 form CG 2026 12/19 or its Equivalent, entitled “Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization” (previously Forms A and B respectively) are NOT ACCEPTABLE. ISO form CG 2026 entitled “Additional Insured – Designated Person or Organization” or a manuscript endorsement with the above wording is required.

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 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.)

2.1.8 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.
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 Public Schools or HCPS), Instruction to Bidders, are intended to furnish all necessary permits, plant, labor, equipment, materials, supervision, tools, insurance, services, and all related incidentals required to provide remote alarm monitoring, reporting, and notifications for intrusion and fire alarm systems to Harford County Public Schools locations. (See Attachment A for a listing of locations and alarm systems.)

1.2 In addition to remote alarm monitoring services, this contract also provides for on-call intrusion alarm services for labor and parts for servicing, installing, repairing and maintaining intrusion equipment/components, throughout the district. The Contract shall also include provisions for emergency service calls. (See Attachment A for a listing of locations and alarm systems.)

1.3 It is the intent of these specifications to provide prospective bidders with complete information relative to the total performance of any resulting Contract. Bidders are obligated to read and understand all parts of this Invitation for Bid and to obtain clarification of any part not thoroughly understood.

1.4 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.

1.5 The contract resulting from this solicitation will be coordinated through the Safety and Security and Facilities Departments.

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 employee identification and sign in when entering the building. School-assigned visitor badges **must** be worn at all times.

2.2 For service, repairs, maintenance and/or installations of intrusion alarm equipment, it may be necessary for the Awarded Bidder to coordinate with HCPS to set up a schedule for the work to be completed, so as not to interfere with the normal operation of the school.

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

2.4 Contractors shall not leave building doors open and access should be through the main entrance of the building or with an escort.

2.5 Working Hours

2.5.1 For services, repairs, maintenance and installations of intrusion alarm equipment, the
regular work hours during the school year are from 7:00 am until 4:00 pm, Monday through Friday, excluding holidays.

2.5.3 For services, repairs, maintenance and installations of intrusion alarm equipment, the regular work hours during summer are from 6:00 am until 4:00 pm, Monday through Thursday, excluding holidays.

2.5.4 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.

3 SCOPE OF WORK

3.1 This solicitation and the specifications that follow are being offered to qualify and select a contractor(s) to furnish all permits, plant, labor, equipment, materials, supervision, tools, insurance, services, and all related incidentals required to provide remote alarm monitoring, reporting, and notifications, as well as labor and materials for servicing, installing and repairing intrusion alarm systems/equipment.

3.2 All work shall be approved by HCPS Safety and Security and Facilities Departments. 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 within thirty (30) days. Failure of the Awarded Bidder to correct deficiencies, within the agreed upon schedule, may result in HCPS contracting with another vendor to correct deficiencies. The Awarded Bidder may then be responsible for the associated cost(s).

3.3 Harford County Public Schools requires 24-hour remote monitoring, reporting, and notification services for 130 existing intrusion and fire alarm systems for schools and offices, which includes 57 fire alarm systems that report test signals every twelve (12) hours to the central monitoring station.

3.4 HCPS has 58 proxy cards systems that are interconnected to the alarm panels; 57 schools and 1 central office building. Each location has readers ranging from 3-6 per site, accounting for a minimum of 285 readers. HCPS has integrated the proxy card readers to be compatible with the alarm systems. The card readers are 26 pin devices.

3.5 HCPS owns the panels and related equipment.

3.6 It shall be clearly understood that all account information is considered to be the property of HCPS and requests for information or surrender of any account information shall be provided to HCPS within ten (10) business day of request, at no charge to HCPS.

3.7 HCPS is in the process of upgrading to access control, existing readers may require repairs until all upgrades have been completed.

4. TECHNICAL SPECIFICATIONS

4.1 Performance of services offered shall be in compliance with all federal, state, and local codes and industry standards.

4.2 Remote Alarm Monitoring, Reporting and Notifications (Section I)

4.2.1 All Harford County Public Schools and offices are currently using a Centrex phone service, POTS lines or mobile device connection. All modifications to equipment must be compatible with the existing system and capable of accommodating an 11/12 digit dialing requirement. Bidders are required to indicate on the Bid Form their toll-free reporting number.
4.2.2 Awarded Bidder will be required to provide notification and reporting to appropriate civil authorities and school personnel, after receiving a signal. A list of local authorities and school personnel will be provided to the successful bidder. Notification must be by a Live Person, not a “Robo Call”.

4.2.3 Alarms are to be acknowledged immediately as received and dispatched within thirty (30) seconds of initial report.

4.2.4 **Intrusion Alarms Only:** Harford County Public Schools, upon written waiver, via email, may elect to place certain school locations into a mode whereby Harford County Public Schools’ employee will determine if police authorities are to be notified. This mode will be referred to as the “do not dispatch” mode.

4.2.5 **Intrusion Alarms Only:** Harford County Public Schools, upon written waiver, via email, will have the ability to put intrusion alarms, as needed, in a “test” mode so police authorities will not be notified nor dispatched.

4.2.6 **Fire Alarms Only:** Harford County Public Schools, upon written waiver, via email, will have the ability to put fire alarms, as needed, in a “test fire drill” mode so the fire department will not be notified nor dispatched.

4.2.7 Awarded Bidder shall provide remote access, for up to fifteen (15) HCPS users. Remote access to include, but not limited to: ability to change PIN (Personal Identification Numbers), names on its call list, school and location information, change reports by location and/or event type, and to print reports. All of this shall be accomplished in Real Time. All changes and modifications to the database shall be tracked and stored. HCPS may request additional remote access users, this shall be done at no charge to HCPS.

4.2.8 Awarded Bidder shall provide a periodic history of all events, including open/close reports and other routine occurrences, to HCPS upon request. Minimally, this shall be requested on a monthly basis.

4.2.9 Awarded Bidder shall report Intrusion “RUNAWAYS” to the Supervisor of Safety and Security, and Fire “RUNAWAYS” to the Assistant Supervisor of Automated Building Systems/HVAC or their designees. “RUNAWAYS” shall be constituted as five repeat calls from the same location in a single hour. Response time to correct runaway signals shall be within two (2) hours during regular business hours. Additional charges for ‘RUNAWAYS” will not be honored.

4.2.10 Awarded Bidder will be required to provide all information, translation, codes, access to information panel, etc. to HCPS. This pertains to any data from any HCPS panels. This information must be provided to HCPS semi-annually, whenever changes are made, or when HCPS requests updated information. Information shall be provided within ten (10) business days of request or changes.

4.2.11 Awarded Bidder(s) will be required to coordinate with HCPS and the current alarm monitoring service prior to panels coming offline.

4.2.12 Awarded Bidder will be required to use Bosch Remote Programming Software. This program is integrated access control and alarm system combines an array of alarm functionality with the access control capabilities.

4.2.13 Awarded Bidder shall supply all software associated upgrades when necessary to maintain system support.

4.2.14 Awarded Bidder shall provide training to HCPS staff as requested or as necessary.
4.2.15 Awarded Bidder will be required to divert signal currently programmed from the current contracted vendor’s central monitoring station to the new contractor’s central monitoring station.

4.2.16 Monthly service charges must include line charges.

4.2.17 Throughout the duration of this contract, the number of accounts may change. When accounts are added or deleted during the contract period, the monthly charge will be adjusted by the amount listed on the Bid Form as “cost per location per month to monitor and dispatch.”

4.2.18 Awarded Bidder must maintain a phone line twenty-four hours per day, seven days per week to notify personnel for response in the event of an alarm or an emergency situation.

4.2.19 The alarm monitoring facility shall have the ability to instantaneously transfer incoming alarm signals to an alternate (back-up) monitoring facility should the need arise.

4.2.20 Bidders offering internet access are requested to provide their website address and information as to the level of online services offered by their company.

4.2.21 Harford County Public Schools reserves the right to make unlimited subscriber data changes to each account as necessary. No additional charges will be permitted for these changes. Any such anticipated charges must be included in the cost per location, per month, to monitor and dispatch calls.

4.2.22 Harford County Public Schools will not accept any additional charges for “excessive reporting” resulting from malfunctioning dialers or other equipment. Any such anticipated charges must be included in the cost per location, per month, to monitor and dispatch calls. This includes but is not limited to the cost of False Alarms.

4.3 Intrusion Alarm Equipment/Components Service, Repairs, Maintenance, and Installations (Section II)

4.3.1 The on-call services portion of this contract is to include, but not limited to, parts and labor for servicing, installing, repairing, maintaining, reprogramming, converting, or replacing, if necessary, all existing dialers, communicating devices, and other intrusion alarm components/equipment, as necessary.

4.3.2 All parts/materials and labor provided shall be warranted for a period of no less than one (1) year.

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

4.3.4 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.

4.3.5 The intent is to utilize on-call services at the labor rates offered for technical labor throughout the term of the Contract for various intrusion alarm repairs/services on an as-needed basis as required by HCPS.

4.3.6 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.

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

4.3.8 The Awarded Bidder shall be notified by the HCPS Supervisor of Safety and Security or 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.

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

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

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

4.5.2 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.

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

5. **RESPONSE TIME**

5.1 A portion of this contract requires on-call services for Intrusion Alarm Equipment/Components Service, Repairs, Maintenance, and Installations, 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.

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

5.3 Regular Service Calls

5.3.1 Due to the nature of these services, the Awarded Bidder should attempt to provide HCPS with same day service whenever possible. At a minimum, the Awarded Bidder shall provide next day service (i.e. for a regular service call placed before 4pm (EST), the Awarded Bidder’s technician(s) should be onsite at the start of business the following day.)

5.3.2 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.

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

5.3.4 HCPS shall notify Awarded Bidder(s) via e-mail or phone call if the service request must be cancelled.

5.4 Emergency Service Calls

5.4.1 Emergency service shall be provided on a twenty-four (24) hour, seven (7) days a week basis.
5.4.2 Response time for emergency service calls shall be within two (2) hours of notification by HCPS when the request for emergency service is placed.

5.4.3 When any system within an HCPS location is down, it must be a priority and brought back up no later than 10:00pm (EST), the same day.

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

5.4.5 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.

5.4.6 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.

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

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

5.6 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 Supervisor of Safety and Security 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. An excessive number of instances of unsatisfactory service, is defined as three (3) or more excessive delays within a ninety (90) day period, may be cause for HCPS to consider the Awarded Bidder(s) in default and the Contract terminated for cause.

5.7 If multiple contracts are awarded for on-call intrusion alarm service/maintenance, the first Awarded Bidder will be notified of a service request, based on the lowest hourly rate. A response/acknowledgement must be received with an estimated response time, within two (2) hours for a Regular Service request and within thirty (30) minutes for an Emergency Service request. If HCPS does not receive a response/acknowledgement from the first Awarded Bidder within the specified time, the second Awarded Bidder will be notified of the service request. HCPS will coordinate the service request with the Awarded Bidder that provides the most advantageous estimated response time. Awarded Bidders are required to respond and receive instructions from the HCPS designee. Awarded Bidders who arrive on site without approval from HCPS cannot bill HCPS for the time.

6. **HOURLY RATES**

6.1 **“Regular Hourly Labor Rate”** for services (as delineated within Section 5: 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 4:00 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. This rate must be 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.).
6.2 “Emergency Services” for all emergency services (as delineated within Section 5: Response Time): In effect twenty-four (24) hours a day, seven (7) days a week. Response time shall not be greater than two (2) 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.

6.3 “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.

6.4 “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.

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

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

6.7 All hourly labor rates include the cost of consumable materials utilized by Awarded Bidder to facilitate 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.

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

7. **SPECIFIC CONDITIONS**

7.1 It is the sole responsibility of the Bidder to call to the attention of Denise Semenkow at Denise.Semenkow@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.

7.2 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.

7.3 The documents contained within this Invitation for Bid, constitutes 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.

7.4 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.

7.5 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.

7.6 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. Every effort is to be made to ensure the safety of all individuals during work, as well as, during operation.

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

7.8 Awarded Bidder(s) shall be familiar with all applicable codes, regulations, standards, documents and these specifications.

7.9 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).

7.10 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.

7.11 The Awarded Bidder(s) shall be responsible for their work until its completion and final acceptance, by HCPS.

7.12 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.

7.13 Storage of any tools, equipment or materials incidental to the performance of the Contract must be coordinated with the Supervisor of Safety and Security or Assistant Supervisor of Automated Building Systems/HVAC or their designee 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.

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

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

8. FORM OF PROPOSAL

8.1 All pricing must be submitted on the Bid Form; all blank spaces shall be filled in and properly signed.

8.2 Bidder(s) do not need to bid on both sections but may do so if interested in the Remote Alarm Monitoring Services (Section I) as well as the Intrusion Alarm Equipment/Components Service, Repairs, Maintenance, and Installations (Section II).

8.3 Bidder must state on the Bid Form the total price for Remote Alarm Monitoring Services (Section I) as well as the On-Call Intrusion Alarm Equipment/Components Service, Repairs, Maintenance, and Installations (Section II) which states the hourly labor rate per hour and markup on materials.

8.4 Remote Alarm Monitoring Services (Section I) - Bidders are required to submit the monthly cost per account, for the current account count one hundred thirty (130) accounts, with a grand total of one year of remote monitoring, reporting and notification services. Submission of one (1) total
price for all accounts, without indicating the per month cost per account, may be considered non-responsive.

8.5 Intrusion Alarm Equipment/Components Service, Repairs, Maintenance, and Installations (Section II) – Bidders wishing to submit pricing for On-Call Services must submit the hourly labor per hour per technician type, along with a percentage markup for other products, parts, supplies, material, rental equipment, subcontractors, and other ancillary items that may be required to complete the work, as stated on the Bid Form.

8.5.1 Bidder are required to submit a percentage markup for other products, services, supplies, material, rental equipment, subcontractors, and other ancillary items that may be required to complete projects following required approval from HCPS. Markup must not exceed 15%.

8.5.2 An estimated cost of $5,000 has been provided on Item #3 of the Bid Form for bid evaluation purposes only.

8.5.3 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. Markup must not exceed 15%.

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

8.6 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.

9. **AWARD**

9.1 Harford County Public Schools intends to award the Remote Alarm Monitoring (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.

9.2 Harford County Public Schools intends to award the Intrusion Alarm Equipment/Components Service, Repairs, Maintenance, and Installations Section (Section II on the Bid Form) to the lowest responsive and responsible bidder(s) meeting the specifications. HCPS is not obligated, but reserves the right, to award to one or more responsive and responsible bidder(s) offering the lowest pricing, based on the hourly rates and markup, and is deemed to be in the best interest of HCPS. The markup must not exceed 15%. The hours and material cost on the Bid Form are estimated and are strictly for evaluation purposes. Bidders must complete entire section to be considered for award.

9.3 If more than one (1) vendor is awarded for the On-Call Intrusion Alarm Service, Repairs and Maintenance Contract, HCPS will select the bidder from the list, with the lowest hourly rate. Selection may also be determined based on availability to do the work. There is no minimum guarantee in terms of the volume, scale or dollar amount of the work awarded to each vendor. The actual number of repairs, installations and services will be determined by the needs of HCPS.

9.4 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 to be in the best interest of Harford County Public Schools or make no award at all, at its sole discretion.

9.5 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.
9.6 Conditional or unbalanced bids will not be accepted and may be deemed non-responsive.

9.7 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.

9.8 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.

9.9 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.

9.10 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.

9.11 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.

9.12 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.

10. **TERM OF CONTRACT**

10.1 The initial term of this contract shall be for one (1) year and shall begin on or about January 1, 2023 through December 31, 2023.

10.2 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.

11. **RATE ADJUSTMENTS**

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

11.2 Prior to commencement of subsequent renewal terms, HCPS will entertain a request for a price adjustment on the cost up to the Consumer Price Index for the previous 12-month period. The Awarded Bidder(s) shall request all rate adjustments in writing to the Procurement Agent, no later than September 1st of each year. Increases submitted late will not be considered.

11.3 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).

11.4 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).

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


11.5.2 Under “Employment Cost Index”, click on “One Screen Data Search” (magnifying glass).
11.5.2.1 Select “Private Industry Workers” for No.1.

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

11.5.2.3 Select “Service Occupations” for No. 3.

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

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

11.5.2.6 Check “Index Number” for No. 7.

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

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

11.5.3 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 2 of the prior year to Quarter 2 of the current year.

11.5.3.1 To compute the percentage increase, divide the index number for the most recent “Qtr 2” by the index number for the prior “Qtr 2” to determine the percentage increase. Multiply the percentage increase by the base labor cost to determine the escalated labor cost.

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

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

11.6.2 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.

11.6.3 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.

11.7 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.

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

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

11.10 HCPS reserves the right to cap pricing adjustments.

11.11 Only one (1) request for price adjustment(s) will be allowed per contract year.
12. **BILLING AND PAYMENT**

12.1 Monitoring services shall be billed on a monthly basis. Invoices for other services shall be issued as required.

12.2 Invoices must be submitted to the Accounts Payable Department, 102 S. Hickory Avenue, Bel Air, MD 21014, referencing the Contract and/or Purchase Order number.

12.3 Invoices must be legibly prepared showing the full description of all services performed, locations, date for services performed according to the Bid Form.

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

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

13. **TAXES AND PERMITS**

13.1 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.

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

14. **PROTECTION OF WORK AND PROPERTY**

14.1 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.

14.2 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.

14.3 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.

15. **PROFESSIONALISM**

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

15.1.1 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 complete in a timely fashion.

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

15.1.2.1 Be properly trained and experienced to perform services as specified.

15.1.2.2 Refrain from any comments or gestures to the students and/or staff; and refrain from making any comments and/or gestures to fellow workers that could be interpreted as inappropriate and/or obscene.

15.1.2.3 Be dressed appropriately to work in a “school environment” with student, teacher, staff, and parents present. The employee shall prominently display the name of their company on a shirt or hat.

15.1.2.4 Abide by the HCPS no smoking policy. HCPS maintains a Tobacco-Free environment. Furthermore, HCPS policy prohibits gambling, alcohol, drugs and obscene or abusive language.

15.2 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:

15.2.1 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 due exceed the amount HCPS owes that Awarded Bidder, the monies required to complete services in progress shall be owed HCPS by that Awarded Bidder.

16. **SUBCONTRACTORS**

16.1 Bidders that utilize a subcontractor to monitor and dispatch calls, shall provide the name, location, address, and owner of the monitoring facility on the Bid Form.

16.2 Bidders that utilize the services of a subcontractor throughout the duration of this contract shall not be permitted to change subcontractors without first obtaining permission from Harford County Public Schools to do so.

16.3 Bidders that utilize a subcontractor agree to accept full responsibility and liability for actions of the subcontractor and shall be identified as such on the bidder’s blanket insurance policy.

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

17. **QUALIFICATION OF BIDDERS**

17.1 Remote Alarm Monitoring Services (Section I)

17.1.1 It is HCPS’ preference that participating bidders provide their own alarm monitoring services, rather than having monitoring provided by a third party.

17.1.2 The monitoring center must be a U/L listed, fully licensed and bonded facility. A certificate of compliance from U/L Laboratory must be submitted with the Bid Form. Failure to
provide this information may deem your bid non-responsive

17.1.3 Bidders shall provide with their Bid Form a Transition Plan. The Transition Plan shall include the timeframe required to coordinate the programming/reprogramming of existing systems, transfer to new monitoring services, transfer of data, etc. to a complete and fully functional monitoring system. Failure to provide a transition plan may deem bidder as non-responsive.

17.2 Intrusion Alarm Equipment/Components Service, Repairs, Maintenance, and Installations (Section II)

17.2.1 Any technician that may perform work on HCPS property, must hold a Security Systems Technician License issued by the Department of Maryland State Police. Bidders are required to submit a copy of the Security Systems Technician licenses at time of bid for each technician that may perform work on HCPS property. Failure to provide this information may deem your bid non-responsible.

17.2.2 Harford County legislation requires the issuance of permits for any low voltage wiring in a commercial building. Bidders must be licensed for the installation of low voltage wiring and shall be responsible for making application and obtaining all necessary permits prior to the commencement of work. Bidders are required to provide a copy of a current Harford County Low Voltage Wiring License. Failure to provide a copy of a current/valid license may deem your bid non-responsible.

17.3 All Bidders must hold a Security Systems Agency License from the Department of Maryland State Police and may be required to submit proof of current licensing at any time during the life of the contract. Bidders are required to submit a copy of their Security Systems Agency license at time of bid. Failure to provide this information may deem your bid non-responsible.

17.4 HCPS prefers that participating bidders have been in business for at least five (5) years providing the types of services identified within this solicitation. All bidders shall submit, on company letterhead, their physical address, remittance address (if different from physical address), number of years providing these types of products under current business name, 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-responsible.

17.5 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-responsible.

17.6 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-responsible.

17.7 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.
17.8 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 relevant references may deem bidder as non-responsible.

17.8.1 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. HCPS reserves the right to request additional references.

17.8.2 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.

18. PROCUREMENT ADMINISTRATOR

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

All questions must be e-mailed, and received no later than 2:30 pm local time, September 29, 2022. 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 October 7, 2022, at www.HCPS.org as well as eMaryland Marketplace Advantage.
THIS AGREEMENT, made this __________ day of _________________, 2022, 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 January 1, 2023 and end December 31, 2024. 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 #23-DSS-006, 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.

Seal in Signature

Board of Education of Harford County

Witness

Board of Education of Harford County

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

Date

Board of Education of Harford County – Board President

(If over $100k)

Seal in Signature

Authorized Contractor Signature

Company Name

Contractor Witness

Street Address

Date

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

CHECK LIST

BID #23-DSS-006
Remote Alarm Monitoring and On-Call Services

☐ Signed and included all Addenda (if applicable)
☐ Reviewed Insurance Requirements and will comply with the coverage limits listed (include sample COI)
☐ Submitted Transition Plan (Item 17.1)
☐ Provided copy of Certificate from U/L Laboratory (Item 17.1)
☐ Provided copies of Security Systems Technician Licenses (Item 17.2)
☐ Provided copy of Harford County, MD Low Voltage Wiring License (Item 17.2)
☐ Provided copy of Security Systems Agency License (Item 17.3)
☐ Submitted on Letterhead: Address, Contact Information and Years in Business (Item 17.4)
☐ 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 __________
HARFORD COUNTY PUBLIC SCHOOLS
102 SOUTH HICKORY AVENUE
BEL AIR, MD 21014

BID FORM

BID #23-DSS-006
Remote Alarm Monitoring and On-Call Services

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, services, and all related incidentals required to provide remote monitoring, reporting, and notification for intrusion and fire alarm systems and on-call repairs services for intrusion alarm equipment/components to Harford County Public Schools locations, for the pricing listed below.

Section I:

Remote Fire and Intrusion Alarm Monitoring Section (must be completely filled out) -

<table>
<thead>
<tr>
<th>Term</th>
<th>Cost per Location, per Month to Monitor and Dispatch</th>
<th>Extended Cost per Year (12 months), Based on 130 Accounts (Multiply Cost per Location x 130 Accounts x 12 Months)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial One Year Term</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Basis of Remote Alarm Monitoring Award: Section 1 Total</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Although not a consideration in the evaluation, responders are requested to provide the Cellular Service Charge for the systems that have been converted from POTS lines (please indicate if the charge is *monthly* or *annually*).

Cellular Service Charge $____________________________

Although not a consideration in the evaluation, responders are requested to provide the cost to reprogram HCPS Fire/Intrusion Alarm equipment.

Cost per Account to Reprogram HCPS Equipment: $__________ x 130 Accounts = $__________________

Toll-free number for the monitoring station: _______________________________________________________

Monitoring Facility Information:

Name: __________________________________________________________________
Address: __________________________________________________________________
Owner: __________________________________________________________________
Section II:

On-Call Section – Intrusion Alarm Equipment/Components Service, Repairs, Maintenance, and Installations
(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>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>One (1) Security System Technician</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>One (1) Security System Helper</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Markup for all other products, services, supplies, material, rental equipment, subcontractors, and other ancillary items required to complete projects following required approval from HCPS</td>
<td>Estimated Cost</td>
<td>Markup (Max of 15%)</td>
<td>$5,000 *state markup cost only</td>
</tr>
</tbody>
</table>

Basis of On-Call Award: Section II (Add Item #1 through Item #3)

ADDITIONAL INFORMATION:

Contract Contact/Sales Rep Name:

Phone Number:

E-Mail Address:

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

Do you accept credit card?

Is there a fee for using a credit card?

If yes, what is the fee amount?

ACH Payment

Conventional Check

*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.

<table>
<thead>
<tr>
<th>COMPANY</th>
<th>NAME (TYPE OR PRINT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS</td>
<td>TITLE</td>
</tr>
<tr>
<td>CITY, STATE and ZIP</td>
<td>AUTHORIZED REPRESENTATIVE SIGNATURE</td>
</tr>
<tr>
<td>TELEPHONE</td>
<td>DATE</td>
</tr>
<tr>
<td>FEDERAL TAX ID NUMBER</td>
<td>E-MAIL ADDRESS</td>
</tr>
</tbody>
</table>
List at least three (3) projects/contracts of similar size and scope within the past three (3) years. Attach additional pages if necessary.

<table>
<thead>
<tr>
<th>Reference 1</th>
<th>Reference 2</th>
<th>Reference 3</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name of Organization</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Address</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Description of Project or Services Provided</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Dollar Amount</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Contact Person</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Phone Number</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Email Address</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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 contendre 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.

____________________________________   ____________________________________
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</th>
<th>Control</th>
<th># of Zones</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lisby/Hillsdale Elementary-Burg</td>
<td>Bosch B9512G</td>
<td>50</td>
</tr>
<tr>
<td>WILLIAM PACA OLD POST BLDG-Burg</td>
<td>Bosch 9412GV4</td>
<td>8</td>
</tr>
<tr>
<td>Harford Glen - Mansion-Burg</td>
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<tr>
<td>Bakerfield Elementary-Burg</td>
<td>Bosch 9412GV3</td>
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<td>Roye-Williams Elementary-Burg</td>
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<tr>
<td>Hall's Crossroads - Kindergarten-Burg</td>
<td>Bosch 2412</td>
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</tr>
<tr>
<td>Ring Factory Elementary - Fire</td>
<td>Edwards</td>
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</tr>
<tr>
<td>Forest Lake Elementary - Fire</td>
<td>SK5104</td>
<td>16</td>
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<tr>
<td>Fallston Middle - Fire</td>
<td>SK5104</td>
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<td>Forest Hill Annex - Fire</td>
<td>Bosch 9412GV3</td>
<td>8</td>
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<td>PATTERSON MILL MIDDLE/HIGH BURG</td>
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<td>DEERFIELD ELEM-BURG</td>
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<td>85</td>
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<td>97</td>
</tr>
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<td>Abingdon Elementary-Burg</td>
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<td>Forest Lake Elementary-Burg</td>
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<td>Hall's Crossroads Elementary-Burg</td>
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<td>Bosch 4112</td>
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<td>North Bend Elementary-Burg</td>
<td>Notifier 2640</td>
<td>266</td>
</tr>
<tr>
<td>SWAN CREEK SCHOOL-BURG</td>
<td>Bosch B9512G</td>
<td>14</td>
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