ADDENDUM #1
Bid #23-DSS-009
Remote Alarm Monitoring and On-Call Services

TO: ALL BIDDERS
FROM: Denise Semenkow, Procurement Agent
DATE: 10/7/22

This Addendum is issued in response to prospective bidder’s questions and to clarify verbiage in the Invitation to Bid.

1. **QUESTION**: What constitute and defines a breach of the agreement for back charges or damages" to HCPS under 1.2 of Remedies?

   **ANSWER**: As stated in Section 1. Remedies and Termination, please review items 1.2 and 1.3.

2. **QUESTION**: Under Section 16, 16.5, if HCPS property was previously damaged by others, what action should be taken by the awarded bidder to inform school authorities of such evidence?

   **ANSWER**: Previous damage and/or any damage to HCPS property should immediately be reported to the project manager.

3. **QUESTION**: Under 18.0, Safety and code requirements, how can necessary items used in this bid comply to this section, if the item carries no such certification or compliance?

   **ANSWER**: The awarded bidder is required to be compliant with any applicable code requirements.

4. **QUESTION**: Under 19.2 if an item cannot be obtained by the awarded bidder due to conditions beyond their control, what cost constraints exist for a competitor’s participation in this section?

   **ANSWER**: The actual cost received from another vendor would be based on various factors.

5. **QUESTION**: For Section 24, Criminal Background Checks, can it be assumed the Maryland State Police Agency and technician’s license permit sufficient for this section?

   **ANSWER**: See Section 24.0 Criminal Background Checks for Contractors, item 24.1, regarding the screening requirements established by House Bill 486.

6. **QUESTION**: Section 37 relates to conditions beyond a “reasonable” delay that affects performance of the agreement. Supply chain voids, unavailable electronic parts or devices no longer manufactured will affect performance. To what extent is the awarded bidder held accountable for the supply chain’s inability to supply items needed to perform the agreement?

   **ANSWER**: Please see Section 37 Force Majeure, item 37.2

7. **QUESTION**: In Section 3, 3.7 refers to HCPS process of upgrading existing access systems. To what extent will the awarded bidder be responsible for the access system being upgraded since the known
upgrade is proprietary and may not be available to the awarded bidder? Further, 4.2.1 states any “modification to equipment” must be compatible “with the existing system.” If so, how does the access upgrade conform to this section, if HCPS removes the existing and functional Bosch access system already integrated into the intrusion system?

**ANSWER:** In accordance with Section 3 Scope of Work, item 3.7, existing readers may require repairs until all upgrades have been completed. Awarded bidder will not be responsible for the new upgraded access system.

8. **QUESTION:** Section 4.2.8, Technical Specifications, states that the awarded bidder shall provide a history of “open/close” reports. Since most schools are not programmed for these reports, but can be, does HCPS want open/close reports to be programmed with the understanding it entails added cost?

**ANSWER:** Yes, HCPS is requesting a monthly report to include a history of events, including open/close reports and other routine occurrences.

9. **QUESTION:** Section 4.2.9 refers to “runaways.” Response to a “runaway” is to be during regular business hours. What provision will HCPS make to stop runaways occurring after business hours that can result in failure of central station response for clients of the awarded bidder not associated with this agreement? Also, if the awarded bidder demonstrates that HCPS was unwilling to arrest the runaway issue and the awarded bidder is consequently sued by the bidder’s customer for damages due to HCPS inaction, what liability is HCPS willing to accept?

**ANSWER:** See Section 13.0 Responsibility for Claims and Liability and Section 20.0 Indemnification.

10. **QUESTION:** Section 4.2.22 refers to excessive signals and related costs. To what extent will HCPS be responsible for alarms caused by events not related to the alarm equipment: i.e., balloons, unsecured doors, decorations, falling displays, etc?

**ANSWER:** As stated in item 4.2.22, HCPS will not accept additional charges for excessive reporting.

11. **QUESTION:** Section 5.4 refers to time schedules for emergency response. To what extent does inclement weather, power failures, inability to obtain manufactured goods or conditions beyond the awarded bidders control effect this section?

**ANSWER:** See Section 37 Force Majeure, item 37.2. Also see Section 5 Response Time, item 5.4.5 - Awarded bidder must notify HCPS at the time of the request, if they cannot respond to the emergency request.

12. **QUESTION:** Section 6.3 determines a 1.5X overtime labor rate allowance. If the labor rate is approved by HCPS, yet HCPS holds the awarded bidder responsible for the cost of custodian coverage, how is this concept equitable?

**ANSWER:** If HCPS requests the Awarded Bidder to perform services at the overtime rate, HCPS will not hold the Awarded Bidder responsible for the custodial coverage.

13. **QUESTION:** What are the conditions and definitions to be considered for the labor and materials for service “outside” of this contract under Section 6.6?

**ANSWER:** All work is expected to be completed in a workmanlike manner at the hourly rate listed on the Bid Form.

14. **QUESTION:** Since the degree of consumable materials mentioned in 6.7 would be completely unknown and not limited, how is the awarded bidder to accurately predict what amount of consumables to be used?

**ANSWER:** Each bidder must determine for themselves a reasonable expectation of the consumable materials to be used and include that cost into their hourly rate, based upon the scope of services.

15. **QUESTION:** Under Section 7, Specific Conditions, Section 7.4 allows for “Exceptions,” but states
exceptions may deem the bidder “non-responsive.” To what extent and description defines what exceptions are “non-responsive?”

**ANSWER:** HCPS will review any exceptions to the Terms and Conditions and determine if the exceptions are negotiable or not negotiable. Based on this review, HCPS may determine that the bidder is non-responsive.

16. **QUESTION:** In Section 7.9, who, or what determines is the “most stringent” requirement?

**ANSWER:** HCPS will make the final determination based on the current conditions.

17. **QUESTION:** Under Section 9.7, what evidence will HCPS use to disqualify a bidder?

**ANSWER:** This determination is based on the responsiveness and responsibility of the bidder and their bid response.

18. **QUESTION:** Will supply chain delays be a consideration for delivery or performance of installation or repair service to HCPS?

**ANSWER:** See Section 37 Force Majeure.

19. **QUESTION:** In reference to 11.10 what justification allows HCPS to cap pricing adjustments?

**ANSWER:** Due to budget constraints, HCPS reserves this right.

20. **QUESTION:** Section 15.1.1 refers to “required materials and equipment.” As repair work often requires troubleshooting and discovery of faulty circuits, components or cabling, not every item or part is kept on a service truck and may require their acquisition from a distributor, or shipment to the bidder’s office, which can delay repair. To what extent is the awarded bidder responsible for the unknown or hidden reasons a system is faulty?

**ANSWER:** HCPS expects the Awarded Bidder to have common parts/materials available for repairs. Section 15.1.1 refers to “undue delays” which are unreasonable and/or unnecessary.

21. **QUESTION:** Is Section 15.2.1 punitive?

**ANSWER:** Refer to Section 1.0 Remedies and Termination.

22. **QUESTION:** Do any of the existing dialers/panels have “lock-out” codes which prevent a technician from re-programming the phone number to a different central station/account? If so, will HCPS provide the awarded bidder with the lock out codes so we can perform the work required?

**ANSWER:** HCPS will be able to supply the lock-out codes for the fire alarm systems.

23. **QUESTION:** The Bid Form on page 39 states “Although not a consideration in the evaluation, responders are requested to provide the cost to reprogram HCPS fire/intrusion alarm equipment”. Please note that any bidder, besides the incumbent monitoring company, will have to re-program the dialers to new account numbers/central station so it should be a consideration. Also, the only way for a new monitoring company to successfully take over monitoring is to re-program all of the dialers.

**ANSWER:** The basis of award for Remote Fire and Intrusion Alarm Monitoring will be made on the total of Section 1 of the Bid Form.

24. **QUESTION:** Is Harford County willing to negotiate terms and conditions with the awarded bidder in order to come to mutually agreeable terms? Fire Alarm Monitoring poses high risk liabilities and Central Station requires certain forms to be completed in order to monitor a fire alarm system.

**ANSWER:** Any exceptions to HCPS Terms & Conditions would need to be submitted with the bid response and reviewed by HCPS. If there are any additional forms/agreements that HCPS would be
required to sign, the documents should be submitted with the bid response.

25. **QUESTION**: Section 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.

Fire Alarm remote programming is not code compliant. Changing of the fire alarm program and monitoring account is not allowed to be done remotely. Per code, the changes to the system must be done at the fire alarm control panel unit. Can you please confirm if Harford County stands by this requirement for the equipment?

**ANSWER**: Confirmed, Fire Alarm remote programming is not code compliant. Bosch Remote Programming Software (RPS) is the account management and control panel programming tool that HCPS utilizes.

26. **DELETE**: PAGE 25, Section 4 Technical Specifications, Item 4.2.16 - Monthly service charges must include line charges.

I hereby acknowledge receipt of Addendum #1 dated October 7, 2022, to Bid# 23-DSS-006 Remote Alarm Monitoring and On-Call Services.

_________________________________   ________________________________
Company       Name (Print or Type)

__________________________________  __________________________
Authorized Signature     Date

Note: Offeror shall sign and submit Addendum with the Bid Form. The same person signing Addendum shall sign the Signature Sheet within the Bid documents. Failure to submit the Addendum may deem your Bid as non-responsive.