

**BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY
OFFICE OF PURCHASING & SUPPLY**



13300 OLD MARLBORO PIKE, RM 20
UPPER MARLBORO, MD 20772
TELEPHONE: 301-952-6560 FAX 301-952-6605

DATE OF ISSUE: July 8, 2009	INVITATION FOR BID 003-10	BID TITLE: Provide all labor, materials, equipment and supervision to install locks as specified herein at various schools and office buildings throughout the school board.
DATE/TIME OF BID OPENING: August 5, 2009 @ 2:00 pm	BUYER : Angela Hughes Byrd 301-952-8419	
Name of Company: _____		

RECEIPT OF BID

Sealed bids for the requirements set forth herein will be received in the Purchasing Department, Room 20, Board of Education of Prince George's County (BOARD), 13300 Old Marlboro Pike, Upper Marlboro, MD 20772-9983, before the deadline of **2:00 P.M.** current local time on **August 5, 2009**. In order to be considered for award, all bids must be received with an original and two (2) duplicate copies of the bid, including supporting documentation. **The bid title and bid number must be stated on the lower left corner of the submission envelope.**

All bidders will be fully responsible for the timely delivery of the Bid response to the designated location to include bids hand carried, sent by common carriers, (UPS, Federal Express and the U.S. Postal Service). Bids delivered to any other office or location other than the Purchasing Department prior to bid opening deadline will not be considered. Competitive sealed Bids are publicly opened and available for review at the bid opening only and are closed after opening until a successful award has been finalized. **Please Note: Mail is retrieved from the Post Office by 10:00 AM Monday through Friday.**

BID DOCUMENTS

The bid documents may be obtained by:

1. Downloading the document from the Board's website at: www.pgcps.org. Click on the Discover PGCPS, choose Bids and RFPs.
2. Calling the Purchasing Department at 301-952-6560.
3. Visiting the Purchasing Department between the hours of 8:00 AM and 4:30 PM, Monday through Friday, excluding holidays. The Purchasing Department is located at 13300 Old Marlboro Pike, Room 20, Upper Marlboro, MD 20772-9983.
4. Accessing eMaryland Marketplace

INDICATE IF YOU ARE A MINORITY BUSINESS CERTIFIED BY:

P.G. COUNTY GOVERNMENT: Certification No.: _____

MD. STATE DEPT. OF TRANSPORTATION: Certification No.: _____

SCOPE OF WORK

The Board requests bids to **PROVIDE ALL LABOR, MATERIALS, EQUIPMENT AND SUPERVISION TO INSTALL LOCKS AS SPECIFIED HEREIN AT VARIOUS SCHOOLS AND OFFICE BUILDINGS THROUGHOUT THE SCHOOL BOARD.** The purpose of this bid is to establish a firm fixed price with a readily available source to serve PGCPs on an as needed basis. The quantities stated in the bid are estimated for one year and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantities which will be ordered, since such volume will depend upon requirements which develop during the contract period. PGCPs will pay for only quantities ordered and delivered.

The specifications and bidder requirements are contained in the Invitation for Bid. Responses submitted must meet or exceed all requirements. Bids that do not meet or exceed all requirements will be considered non-responsive. All exceptions must be noted.

INSURANCE

The successful contractor shall be required, if applicable, to furnish a certificate of insurance. The certificate must be issued to the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY.

LIQUIDATED DAMAGES/FAILURE TO PERFORM WORK/DELIVER

The successful bidder accepts this contract with the understanding that should they fail to complete the work/deliver in an acceptable manner and in the time stated, shall be subject to the payment of liquidated damages as stated in the bid document.

NON EXCLUSIVE

The intent of this contract is to provide the Board with an expedited means of procuring supplies and/or services at the lowest cost. This contract is for the convenience of the Board and is considered by Purchasing Department to be a "Non-Exclusive" use contract. The Board does not guarantee any usage. The Board will not be held to purchase any particular Brand, in any groups, prices or discount ranges, but reserves the right to purchase any item/items listed in the price schedule submitted.

MINORITY BUSINESS ENTERPRISES

Prince George's County Public Schools has a Minority Business Enterprise. Information about this program and forms for compliance are available online at www.pgcp.org. Click on Discovery PGCPs, click on Administration Organizational Chart, click on Purchasing & Supply under Finance, click on Minority Business Office. All firms submitting a Bid must complete the appropriate forms and submit the forms with their Bid. The BOARD recognizes minority certification from the Prince George's County Government, the State of Maryland Department of Transportation and Washington Metro Transit Authority.

NOTICE TO BIDDERS

Bidders wishing to do business with the BOARD must be registered with the Purchasing Department Approved Vendor list. Bidders not registered may do so by contacting the Purchasing Department at 301-952-6560. Prince George's County Public Schools does not discriminate in educational programs, activities or employment on the basis of race, color, national origin, sex, age, religion or disability. Bidders will be required to comply with all applicable requirements pertaining to fair labor, state and local government. No Bid may be withdrawn for at least sixty (60) days after the scheduled closing time for receipt of Bids by order of the Board of Education of the Prince George's County Public Schools, Upper Marlboro, Maryland 20772-9983. Prince George's County Public Schools accepts no obligations for costs incurred by Bidders in preparing or submitting a Bid and reserves the right to reject any and all Bids received.

AWARD

The BOARD reserves the right to award a contract to one or multiple vendors, by item or in the aggregate, whichever is more advantageous, and in accordance with Paragraph 28 (AWARD) of the Terms and Conditions in the Contract General Provisions.

REJECTION OF BIDS

The BOARD reserves the right to reject any or all Bids in part or full and to waive any technicalities or informalities as may best serve the interests of the BOARD.

INDEMNIFICATION

The Contractor, by acceptance of a Notice of Award against this IFB, certifies and guarantees that they shall indemnify the BOARD and COUNTY against any and all claims relating to damages sustained by physical injury to the Contractor's personnel, subcontractors, BOARD or COUNTY employees, or any other person(s). Further, they shall indemnify the BOARD and COUNTY against any lawsuits arising from alleged or actual patent infringements.

GOVERNING LAW

This agreement is executed in the State of Maryland and shall be governed by Maryland law. The vendor, by execution of this Agreement, consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this agreement and further consents to venue in Prince George's County, Maryland.

SECTION I
INFORMATION FOR BIDDERS

I. GENERAL

A. The GENERAL PROVISIONS (PGCBE 3-B-68 Rev. 3/04) are applicable to this Invitation for Bid as written unless otherwise modified herein. See pgcps.org for a copy of the general provisions. Click on Discover PGCPs, then click on RFP's/BIDS (at the bottom of the page).

B. All parts of this Invitation for Bid including the GENERAL PROVISIONS, any addenda, amendments, modifications or any other extraneous matter incorporated by reference, will be applicable to any contract(s) awarded as a result of this Invitation for Bid.

C. **Bidder must identify the IFB by placing the IFB number, opening date and time in the lower left hand corner of the envelope.** The bidder is solely responsible for the arrival of the bid in the PURCHASING OFFICE, FACILITIES ADMINISTRATION BUILDING, 13300 OLD MARLBORO PIKE, UPPER MARLBORO, MARYLAND 20772-9983, prior to the prescribed deadline for return of bids. Since bids must be received in a sealed envelope, **FACSIMILE COPIES TRANSMITTED VIA "FAX" MACHINES, OR SIMILAR METHODS, WILL NOT BE ACCEPTED.**

D. The **time**, prescribed on the title page of this Invitation for Bid as **the deadline for return of bids**, shall be Eastern Standard Time.

E. In the event of inclement weather on the date this bid is scheduled to open and the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY CENTRAL OFFICES are closed, bids will be opened at the PURCHASING OFFICE on the next business day. The time of opening on the next business day will be the same as that of the scheduled day. Bids will be accepted until the time of opening on the next business day.

II. QUESTIONS/POINT OF CONTACT

All questions concerning this bid must be sent via email to Angela Hughes Byrd at (angela3.byrd@pgcps.org) All answers will be in the form of an Addendum to the IFB and posted on the website.

Purchasing
Angela Hughes Byrd
Purchasing Office
Angela3.byrd@pgcps.org

Dept. Contact
Mr. David Clark
Maintenance
301-952-6500

Schedule	Date
Post IFB.....	July 8, 2009
Questions Due.....	July 15, 2009
Answers Posted.....	July 20, 2009
Proposal Due.....	August 5, 2009

III. INITIAL CONTRACT TERM

The initial term of the contract shall be for a period of 12 months from date of award.

IV. OPTION TO RENEW

A. Upon satisfactory service and by mutual agreement the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY reserves the right to renew the contract. The term of renewal shall be that to which mutually agreed, but not to exceed two (2) one (1) year terms.

V. AWARD

The BOARD reserves the right to award the contract to the lowest responsive and responsible bidder complying with all provisions of the bid, provided the bid price is reasonable and it is in the best interest of the BOARD to accept. A contract may be awarded to one or multiple vendors, by item or in the aggregate, or any combination thereof.

VI. VENDOR ACCEPTANCE

A. The successful bidder(s) will receive from the PURCHASING OFFICE, BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983, a notification of contract qualification. Upon receipt, the bidder must sign and return all copies of said qualification notification.

B. Any Performance Bond, Certificate of Insurance, or other material required must be submitted by the bidder with each individual project bid.

C. Failure to return all required documents within fifteen (15) calendar days from date of receipt shall rule your response null and void and, therefore, award shall be made to the next low responsive bidder. Any Bid Bond so posted shall be forfeited by the bidder. **In addition, this may also be cause for removal of your firm from the bidder's list.**

VII. LAWS AND PERMITS

A. The contractor shall, without additional cost to the BOARD, be responsible for paying for and obtaining any necessary licenses, inspections and permits for complying with any and all FEDERAL, STATE AND LOCAL LAWS, CODES AND REGULATIONS, in connection with the performance of the work.

B. Laws of the STATE OF MARYLAND and PRINCE GEORGE'S COUNTY shall govern the contract.

VIII. TAXES

A. Bids submitted shall not include Federal Excise Taxes or State or Local Sales or Use Taxes (if applicable). Exemption Certificates will be cited or provided upon request.

B. However, the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY is subject to the provisions of Article 81, Section 326 (a) of the Annotated Code of Maryland which provides that the Retail Sales Tax shall not apply to the following Sales:

1. State Sales - "Sales to the State of Maryland or any of its political subdivisions. Provided that this sub-section shall not be construed or applied to exempt any sale, otherwise taxable under this subtitle, or tangible personal property to contractors or builders to be used for the construction, repair or alteration of real property, on contracts advertised for bids after July 1, 1968."

C. The aforementioned statement as to tax exemptions is advisory only. Bidders shall assume full responsibility for payment of any and all taxes which may be construed by lawful authority as being due for materials and supplies under any contract with the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY. They shall hold the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY safe and harmless from any liability for said taxes. The cost of any taxes that are lawfully due and paid by the contractor may be passed on to the Board of Education in the total cost of the contract.

IX. MINORITY BUSINESS ENTERPRISES REQUIREMENTS

A. The Board of Education of Prince George's County Administrative Procedure No. 3325 requires bids for **materials, supplies, equipment, and services, other than materials of instruction, be listed as deliverables.**

This procedure also is to inform prospective bidders that the bid of the initially deemed lowest responsive bidder, if not a "Certified" Minority Business Enterprise, is subject to being matched by a "Certified" Minority Business entitled to do so by the provisions of the Administrative Procedure.

B. Only those businesses listed in the bidders and vendor's database as a Minority Business Enterprises for the Board of Education of Prince George's County, at the time of any respective bid opening, shall be recognized as a "Certified Minority Business." If not listed, evidence of acceptable certification from either the Prince George's County Government, the Maryland Department of Transportation or Washington Metro Transit Authority must be provided to the Board's Purchasing Office with the bid response, for consideration of "Certified" status. **Minority businesses are encouraged to submit bids in response to this notice.**

C. Administrative Procedure No. 3325 may be viewed at the Purchasing Office by prospective bidders. Further information required may be obtained by contacting the Minority Business officer at 301-952-6563.

X. CHANGES IN TERMS OR DELIVERY/COMPLETION DATE

A. After award of individual contracts, any questions or correspondence related but not limited to the following matters must be directed to the PURCHASING OFFICE, BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983, in writing:

1. Requests for deviation from the specifications, terms, or conditions of the contract
2. Bonding or insurance
3. Other matters.

B. In the event of strikes, Acts of God, or other circumstances beyond the contractors control which prevent completion of work or delivery, the contractor must secure temporary contractual relief. The circumstances and duration must be stated by the contractor in writing and be forwarded to the PURCHASING OFFICE within ten (10) days after their development. Contractual relief shall be only that which is acceptable to and in agreement with the PURCHASING OFFICE, for those goods and services which are necessary for the day to day needs of the BOARD.

XI. INVOICES

A. Invoices must be submitted in DUPLICATE, ACCOMPANIED BY A SIGNED DELIVERY TICKET, TO THE VENDORS ACCOUNTS PAYABLE DEPARTMENT, 14201 SCHOOL LANE, BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983, and contain the following minimal information:

1. purchase order number
2. Invitation for Bid number
3. delivery destinations as it appears on the purchase document
4. quantity, item number, and description of item billed
5. unit price and extended price of item
6. total amount of invoice
7. serial number of each item.

XII. PAYMENT

A. Payment will be made upon receipt of proper invoices. Payment shall be NET 30 days from date of receipt of invoice.

XIII. SURETY

A. The following SURETY may be required in conjunction with this Invitation for Bid and any resultant contract(s). Bonds or checks NOT made in favor of BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY shall not be accepted. **"Prince George's County Public Schools" is not a legal entity, and therefore, bonds or checks made in favor of Prince George's County Public Schools will not be accepted; the bid offer shall be declared non-responsive and not considered for award.**

1. Bid Bond

- a. Bids must be accompanied by a Bid bond or Certified Check in the amount of five percent (5%) of the total amount of the bid to be made in favor of the

**BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY,
UPPER MARLBORO, MARYLAND 20772-9983**

Certified Checks will be returned to all but the successful bidder(s) within five (5) days after award of contract(s). Successful bidder's Certified Check will be returned only upon receipt of Performance Bond.

2. Performance Bond, Cashier's or Certified Check

- a. The successful bidder will be required to furnish to the BOARD a Performance Bond, Cashier's or Certified Check in the amount of one hundred percent (100%) of all phases of the contract and to be made in favor of the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY,
UPPER MARLBORO, MARYLAND 20772-9983**

The above is the legal title for the school system. Deviation from this title shall not constitute intent to furnish and all such documents shall be rejected and returned. Timeliness is of the essence and delays in furnishing acceptable documents may constitute default.

- b. The insurance company issuing the bond must have a policyholders rating of A Plus and a financial rating of Class X per Best's Rating Service. Said surety must be issued by a bonding company licensed to do business in the STATE OF MARYLAND and acceptable to the BOARD and submitted to the PURCHASING OFFICE, BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983 within 15 calendar days after receipt of award. No contract shall exist prior to return of the signed award and acceptable surety.
- c. The Performance Bond, Cashier's or Certified Check will provide assurance of faithful performance and discharge of all duties and responsibilities attendant thereto required by law or as provided herein by the contractor of all ASPECTS, TERMS AND CONDITIONS of this contract.
- d. The Performance Bond or Certified Check will provide assurance of faithful performance and discharge of all duties and responsibilities attendant thereto required by law or as provided herein by the contractor of all ASPECTS, TERMS AND CONDITIONS of this contract.

B. In addition to the above surety, the following may be required on certain construction contracts. The successful bidder(s) should be prepared to provide the surety if instructed to do so in any resultant Contract Award.

XIII. SURETY (continued)

1. Labor and Material Payment Bond

- a. The successful bidder may be required to furnish to the BOARD a LABOR AND MATERIAL PAYMENT BOND in the amount of one hundred percent (100%) of all phases of the contract and to be made in favor of the

**BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY,
UPPER MARLBORO, MARYLAND 20772-9983**

The above is the legal title for the school system. Deviation from this title shall not constitute intent to furnish and all such documents shall be rejected and returned. Timeliness is of the essence and delays in furnishing acceptable documents may constitute default.

- b. The insurance company issuing the bond must have a policyholders rating of A Plus and a financial rating of Class X per Best's Rating Service. Said surety must be issued by a bonding company licensed to do business in the STATE OF MARYLAND and acceptable to the BOARD and submitted to the PURCHASING OFFICE, BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983 within 15 calendar days after receipt of award. No contract shall exist prior to return of the signed award and acceptable surety.
- c. The Labor and Material Payment Bond will provide assurance of faithful performance and discharge of all duties and responsibilities attendant thereto required by law or as provided herein by the contractor of all ASPECTS, TERMS AND CONDITIONS of this contract.

XIV. INSURANCE

A. The contractor must maintain and pay for Comprehensive Business Insurance to protect their claims under the Workers' Compensation Act, from claims or damages because of bodily injury to others, including employees of the BOARD, damage to the property of others, including the BOARD, claims for damages arising out of the operation of motor vehicles, which may arise during the performance of the contract whether caused by themselves or by any sub-contractor or anyone directly or indirectly employed by either of them, and Product Liability Insurance. Said insurance to cover the duration of the contract under an express or implied warranty.

B. The Contractor must purchase and maintain the following lines of insurance coverage:

- General Liability, including Products Liability & Completed Operations - \$1,000,000 per occurrence/\$2,000,000 aggregate
- Workers Compensation – Statutory Benefits.
- Employers Liability - \$500,000 each accident/\$500,000 injury by disease/\$500,000 injury by disease aggregate.
- Auto Liability - \$1,000,000 combined single limit.

C. The Board of Education of Prince George's County and its appointed officials, agents, employees and authorized volunteers shall be named as additional insured on the Contractor's general liability insurance policy.

D. The Contractor shall not commence service until they have provided the Board of Education of Prince George's County with a Certificate of Insurance evidencing the above mentioned policies. The Certificate of Insurance must be submitted to the BOARD OF EDUCATION OF PRINCE

XIV. INSURANCE (continued)

GEORGE'S COUNTY, PURCHASING OFFICE, FACILITIES ADMINISTRATION BUILDING,
13300 OLD MARLBORO PIKE, UPPER MARLBORO, MD 20772-9983.

E. It will be the responsibility of the successful bidder(s) to ensure that a current Certificate of Insurance is on file in the Purchasing Office during the entire period of the contract.

F. The cost of the above insurance shall be considered an overhead or operating expense to the Contractor, similar to rental costs, utilities and other business related expenses. The premiums or costs to provide the above insurance shall not be directly related to the cost of the work or services specified in this Invitation for Bid.

XV. DAMAGES OR INJURY

A. Qualifying contractors will be held pecuniary responsible for any and all damage to BOARD property done or caused by them or their employees or other personnel engaged in the execution of the contract.

B. The contractor shall be similarly responsible for all injury to persons that occur as a result of his fault or negligence.

C. The contractor shall take proper safety and health precautions to protect the work, the workers, the public and the property of others.

D. The contractor shall be responsible for any and all damage to adjacent property incurred in the performance of the contract and shall hold the BOARD free of any and all claims for damages arising from the execution of the contract.

XVI. LIQUIDATED DAMAGES

A. Liquidated damages may be assessed at the rate of 2% of the value for work not completed in accordance with the contract specifications, terms and conditions for each calendar day of delinquency beyond the contracted delivery date.

XVII. BIDDER'S OBLIGATION

A. It is the intent of this Invitation for Bid to provide prospective bidder(s) with complete information relative to the total performance of any resultant contract. Bidders are obligated to read and understand all parts of this Invitation for Bid and to obtain clarification of any part not thoroughly understood, before submitting their bid.

B. Bidders must obtain clarification of any part of this Invitation for Bid not thoroughly understood, before submitting their bid. See the GENERAL PROVISIONS (PGCBE 3-B-68 Rev. 9/91) Paragraph 18 D, Page 4.

XVIII. DISCLOSURE

A. Bidder shall not disclose information concerning work under this Agreement to any third party, unless such disclosure is necessary for the performance of the Agreement effort. No news releases, public announcement, denial or confirmation of any part of the subject matter of this Agreement or any phase of any program hereunder shall be made without prior written consent of the Board. The restrictions of this paragraph shall continue in effect upon completion or the parties may mutually agree upon termination of this Agreement for such period of time as in writing. In the absence of a written established period, no disclosure is authorized. Failure to comply with the provisions of this Clause may be cause for termination of this Agreement.

XVIV. INFRINGEMENT OF PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OTHER INTEREST

A. The following terms apply to any infringement, of claim or infringement, of any patent, trademark, copyright, trade secret or other proprietary interest based on the manufacture, normal use or sale of any material, equipment, programs or services furnished by Bidder to the Board, unless such infringement or claim results from the Bidder following written instruction or directions of Buyer. Bidder shall indemnify the Board, for any loss, damage, expense, or liability that may result by reason of any such infringement or claim. Bidder shall defend or settle, at Bidder's own expense, any action or suit for which Bidder is responsible hereunder. The Board shall notify Bidder promptly of any claim or infringement for which Bidder is responsible and shall cooperate with Bidder in every way to facilitate the defense of any such claim.

XX. NON-DISCRIMINATION

A. The Contractor is to conduct business in a non-discriminatory manner prohibiting discrimination in any manner against any employee or applicant for employment because of sex, race, creed, color, age, mental or physical disability, sexual orientation or national origin.

XXI. TERMINATION/DEFAULT

A. If the contractor fails to fulfill their obligations under this contract properly and on time, or otherwise violates any provision of the contract, the BOARD may terminate the contract by written notice to the contractor. The written notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the contractor shall, at the BOARD'S option, become BOARD property. The BOARD shall pay the contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the contractor's breach. If the damages are more than the compensation payable to the contractor, the contractor will remain liable after termination and the BOARD can affirmatively collect damages or deduct from monies due the contractor on this or other BOARD contracts. Damages may include excess re-procurement costs.

XXII. TERMINATION FOR CONVENIENCE

A. This contract may be terminated by the BOARD OF EDUCATION in accordance with this clause in whole or in part whenever the Board Contracting Officer shall determine that such a termination is in the best interest of the BOARD OF EDUCATION. Any such termination shall be affected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and date upon such termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

XXIII. RIGHT TO DATA

A. All data, reports and other documents generated for the BOARD and accumulated by the consultant/contractor in the performance of this order/award, shall remain the property of the BOARD, and shall be returned to the control of the BOARD upon completion of the contract. No personal student or BOARD information, as defined by federal and state law and BOARD policy, shall be disclosed or published unless otherwise agreed herein.

XXIV. RIGHT TO AUDIT

A. The contractor shall agree that in accordance with Section 952 of the Omnibus Budget Reconciliation Act of 1980, its contracts, books, documents and records will be made available to the Comptroller General of the United States and the BOARD until the expiration of services are finalized under this Agreement.

XXV. AVAILABILITY OF FUNDS

A. A contract shall be deemed executory only to the extent of appropriations available to the BOARD for the purchase of such articles. The obligation of the BOARD on all contracts, including those which envision funding through current and successive fiscal years, shall be contingent upon actual Board appropriations for the fiscal year(s) involved.

XXVI. RESTRICTIONS

A. Potential contractors/vendors of the Board of Education of Prince George's County Schools are advised that Maryland law now provides the following mandatory restrictions on registered sex offenders performing work or services on school system property:

B. "A person who enters into a contract with a county board of education or a nonpublic school may not knowingly employ an individual to work at a school if the individual is a registrant. A person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 5 years or a fine not exceeding \$5,000 or both."

B. Persons or entities awarded contracts with the Board of Education of Prince George's County are required to certify that no employee, subcontractor, subcontractor employee, or material supplier that is a registered sex offender will be allowed to enter onto school system property at any time in the performance of the work or services for which the contract is awarded. Such certification is a condition precedent to any contract award, and failure to so certify will be grounds for not awarding a contract. It will be the responsibility of contractors to obtain similar certification from all sub-contractors and material suppliers performing work or services on school system property and to monitor adherence to this requirement. In the event that the Board of Education of Prince George's County determines that a registered sex offender has entered upon school system property in the performance of work for a contractor/vendor; such will be grounds for termination of the contract.

XXVII. FAILURE TO RESPOND

A. Failure to make response to this invitation for bid may cause removal of your name from our bidders' mailing list for this commodity or service. Those bidders wishing to remain on the mailing list for this commodity or service but do not desire to submit a bid at this time, should affix the enclosed mailing label, marked "no bid", to an envelope with the company's name and return address clearly shown, and mail as indicated on the label. If you are not a supplier of this commodity or service submit a "no bid" and request your name be removed from our mailing list for this commodity or service only.

XXVIII. DELIVERY

A. Time

1. All deliveries must be made between the hours of 8:30 A.M. and 3:00 P.M., Monday through Friday, except known holidays. It shall be the contractor(s) responsibility to ascertain that the delivery destination will be open to accept delivery.

B. Documentation

1. Each delivery must be accompanied by a delivery ticket containing the following minimal information:
 - a. Delivery destination
 - b. Purchase order number
 - c. Invitation for Bid number
 - d. Item number

XXVIII. DELIVERY (continued)

- e. Quantity of item(s) delivered
- f. Item description
- g. Date of delivery.

2. BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY PERSONNEL will sign and return to the vendor one (1) copy of the delivery ticket. **This signed copy will later accompany the invoice.**

C. Delivery Time Provision

1. Bidders are required to provide the delivery time(s) anticipated for all items bid upon. This delivery time shall be designated in terms of calendar days after receipt of order and shall be entered in the appropriate space provided in the "Specifications/Proposal" section of this Invitation for Bid. Failure to provide such information may constitute a non-response, and the respective response(s) may not be considered.

D. It is desired that items relative to this Invitation for Bid be obtained at the earliest possible date after placement of order. **Therefore, the delivery time(s) offered may be a consideration in awarding. All deliveries must be made F.O.B. DESTINATION.**

XXIV. PRICE

A. All prices must :

1. Be firm fixed
2. Be F.O.B. Destination, include inside delivery
3. Be free of all taxes and finance charges
4. include all trade discounts
5. Include any other cost factors relative to the performance of the contract

XXX. FINGERPRINTING

A. Pursuant to BOARD Administrative Procedure 4215, all Independent Contractors and Outsourced Agencies and their employees who will be on BOARD property and may have contact with students, **MUST** be fingerprinted by the BOARD at the contractor's expense. The contractor will be responsible for calling the Fingerprinting Office at 301-952-6775 to schedule an appointment.

SECTION II SPECIFICATIONS

SCOPE OF WORK

Prince George's County Public Schools (PGCPS) is seeking a contractor to provide all labor, materials, equipment and supervision to install locks as specified herein at various schools and office buildings throughout the school district. This is a requirements contract and service shall be required on an as needed basis.

The contractor is responsible labor and material for removal of the old locks, furnishing of the new locks, installation of the new locks, furnishing three keys per lock (keys must match the existing key system), and any necessary minor repairs and adjustments to the door or frame at know additional cost to the Board (the prices stated must include all of the above). Any work above and beyond the price stated herein must be approved by the project manager prior to start of work.

The Board shall have the right to schedule one or more installations on a particular day (every attempt shall be made to schedule more than one installation on the same day and in like areas on the same day).

The locks shall be installed per the manufacturers' specifications and the contractor shall perform all specified work using properly trained and skilled individuals, supervised by the Contractor.

INSPECTION

All work shall be subject to inspection and approval by the project manager to ensure that a high quality of work is performed. The project manager will stop the project work if all project specification requirements are not met. All corrections shall be completed within five calendar days of verbal notification to the contractor without any additional cost to the Board.

PAYMENT

Payment shall be made upon final inspection and acceptance of the work by the project manager.

UNFORESEEABLE CONDITIONS

Should an unforeseeable condition arise, the Contractor shall immediately contact the project manager for guidance and resolution of the matter. Should the Contractor continue work without immediately notifying the project manager, the Contractor may be held responsible for all additional work and all corrections and repairs required at the Contractor's expense.

The Contractor shall rearrange or work around the unforeseeable condition in a manner to allow continued completion of the work without interruption until the matter is resolved. If the Contractor is unable to contact and communicate with the Project Manager in a timely manner, and in circumstances where the unforeseeable condition poses a direct and real threat to the Contractor's personnel, Board personnel, the public or the facility, the Contractor shall take appropriate steps as deemed necessary to prevent injury or damage. The Contractor shall then file a written summary with the project manager outlining actions taken by the Contractor within 24 hours of occurrence

CLEANUP

The Contractor shall properly dispose of the old locks and all other debris off site. The contractor shall at all times, keep the premises free from accumulations of waste materials. At the completion of the project, the contractor shall clean the area and remove all materials and tools.

WARRANTY AND REPLACEMENT

The successful bidder shall provide a warranty for labor for a period of not less than one year. The material warranty shall be for the life of the manufacturers' warranty. During this time, the successful bidder shall, without undue delay, make any necessary adjustments, replacements or repairs, to the satisfaction of and without cost to the Board. Response time shall be 24 hours. This warranty shall in no way void any warranty offered by the manufacturer of the equipment or any component supplied for a longer period of time.

SECTION III
BID PROPOSAL FORM

Please complete and submit one (1) original and two (2) duplicates.

The prices stated must include labor and material for removal of the old lock, furnishing of the new locks, installation of the new lock as specified, providing three keys per lock (keys must match the existing key system), and any necessary minor repairs and adjustments to the door or frame at know additional cost to the Board.

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
<u>SECTION I - REGULAR LOCKS</u>					
1	Latch Bolt				
	Sargent	ea	1	\$ _____	\$ _____
	Schlage	ea	1	\$ _____	\$ _____
	Yale	ea	1	\$ _____	\$ _____
	Corbine	ea	1	\$ _____	\$ _____
2	Strike Plate				
	Sargent	ea	1	\$ _____	\$ _____
	Schlage	ea	1	\$ _____	\$ _____
	Yale	ea	1	\$ _____	\$ _____
	Corbine	ea	1	\$ _____	\$ _____
3	Trim Ring				
	Sargent	ea	1	\$ _____	\$ _____
	Schlage	ea	1	\$ _____	\$ _____
	Yale	ea	1	\$ _____	\$ _____
	Corbine	ea	1	\$ _____	\$ _____
4	Knob Handles				
	Sargent	ea	1	\$ _____	\$ _____
	Schlage	ea	1	\$ _____	\$ _____
	Yale	ea	1	\$ _____	\$ _____
	Corbine	ea	1	\$ _____	\$ _____
5	Cylinders				
	Sargent	ea	1	\$ _____	\$ _____
	Schlage	ea	1	\$ _____	\$ _____
	Yale	ea	1	\$ _____	\$ _____
	Corbine	ea	1	\$ _____	\$ _____
SUB TOTAL					\$ _____

SECTION II - MORTISE LOCKSET

1	A. Sargent 8237 Classroom	ea.	1	\$ _____	\$ _____
	B. Sargent 8205 Classroom	ea.	1	\$ _____	\$ _____
SUB TOTAL					\$ _____

SECTION III - CYLINDRICAL/LEVER LOCKSET

1	A. Lock # SCHLAGED53DRHO PLY 626	ea.	1	\$ _____	\$ _____
	B. Lock 8LINE SARG.8G05BC26D-LA	ea.	1	\$ _____	\$ _____
	C. Lock BORED SARG. 8LINE 8G37	ea.	1	\$ _____	\$ _____
	D. Lock CORBINE CK4255GRC 626 D1	ea.	1	\$ _____	\$ _____
	E. Lock CORBINE CL3455NZD 26 D1	ea.	1	\$ _____	\$ _____
	F. Lock YALE PB5407L 26D 2 OFFICE	ea.	1	\$ _____	\$ _____
	G. Lock YALE PB54088L 26D 2	ea.	1	\$ _____	\$ _____
	H. Lock YALE 5408	ea.	1	\$ _____	\$ _____
	I. Lock SARG.28 LO537 LL 26 D	ea.	1	\$ _____	\$ _____
	J. Lock SCHLAGE A53 PD PLY 3	ea.	1	\$ _____	\$ _____
	K. Lock SCHLAGE A53 PD PLY 626	ea.	1	\$ _____	\$ _____
	L. Lock SCHLAGE A70 PD PLY 3	ea.	1	\$ _____	\$ _____
	M. Lock SCHLAGE A70 PD PLY 626	ea.	1	\$ _____	\$ _____
	N. Lock SCHLAGE B160 PD PLY 626	ea.	1	\$ _____	\$ _____
	O. Lock SCHLAGE B162 PLY 28 6PIN	ea.	1	\$ _____	\$ _____
	P. Lock SCHLAGE D10 S PLY 626	ea.	1	\$ _____	\$ _____
	Q. Lock SCHLAGE D40 S PLY 626	ea.	1	\$ _____	\$ _____
	R. Lock SCHLAGE D40 S RHO 626 C KEY	ea.	1	\$ _____	\$ _____
	S. Lock SCHLAGE A66 PD PLY 626	ea.	1	\$ _____	\$ _____
	T. Lock SCHLAGE D70PD RHO 626 CKE	ea.	1	\$ _____	\$ _____
	U. Lock SCHLAGE S40D 70 626 2-3/8	ea.	1	\$ _____	\$ _____
	T. Lock SCHLAGE D70PD PLY 626	ea.	1	\$ _____	\$ _____

SUB TOTAL \$ _____

GRAND TOTAL \$ _____

OPTION:

The Board may require installation of locks not listed in the above requirements. Please provide a hourly rate for removal of an old lock and installation of a new lock only.

\$ _____

AFFIDAVIT

This document must be completed, signed by an authorized company official and submitted with your bid response. The signature must be an original (signed in ink) or your bid will be ruled non-responsive.

Contractor _____ Bid No. _____

Address _____

City, State and Zip _____

Telephone _____ Fax _____ Email _____

AFFIDAVIT I

The Contractor, his agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the contractor or themselves, to obtain information that would give the Contractor an unfair advantage over others, not have they colluded with anyone for and on behalf of the contractor, or themselves, to gain any favoritism in the award of the contract herein.

AFFIDAVIT II

No officer or employee of the Board of Education Prince George's County Public Schools, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the Board, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the Board received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the Board in connection with this contract, job, work, or service for the Board, excepting, however, the receipt of dividends on corporation stock.

AFFIDAVIT III

Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with the Board have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state, or of the federal government for acts of omissions committed.

AFFIDAVIT IV

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with the Board have been convicted within the past 12 months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 16 of Article 49B of the Annotated Code of Maryland or, of Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.

AFFIDAVIT V

I further affirm that neither I nor the above firm shall knowingly enter into a contract with the Board under which a person or business debarred or suspended from contracting with a public body under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction. I acknowledge that this Affidavit is to be furnished to the Board. I acknowledge that I am executing this Affidavit in compliance with the provisions of Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland which provides that persons who have engaged in certain prohibited activity may be disqualified, either by operation of law or after a hearing, from entering into contracts with the Board. I further acknowledge that if the representations set forth in this Affidavit are not true and correct, the Board may terminate any contract awarded, and take any other appropriate action.

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

Signature

Date

Printed Name

Title- Authorized Official

If a corporation, it was organized under the laws of the state of _____, in the year _____. If partnership, list type of partnership _____.