

IFB 83900-111

CONDITIONS AND SPECIFICATIONS

for

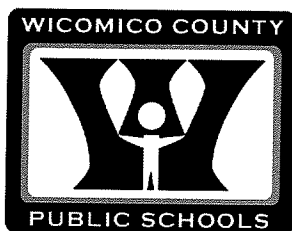
TELECOMMUNICATION SYSTEM MAINTENANCE
and SERVICE CONTRACT

JULY, 2011

Purchasing Department
Board of Education of Wicomico County
101 Long Avenue
Annex 3
PO Box 1538
Salisbury, MD 21802-1538

(410) 677-4467

BOARD OF EDUCATION OF WICOMICO COUNTY



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Superintendent of Schools

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NOTICE TO BIDDERS

IFB 83900-111

July, 2011

The Board of Education of Wicomico County (Board) will receive sealed bids for, Telecommunication System Maintenance Contract Agreement (MCA) for various Schools in Wicomico County, Maryland, until 2:00 p.m., local time, July 21, 2011. Bids received after that time will not be accepted, regardless of when they were mailed or given to a delivering carrier.

Certified Minority Business Enterprises are encouraged to respond to this solicitation notice.

There will not be a Pre-bid Conference held for this contract.

Bids are to be delivered or mailed to the office of the Board of Education of Wicomico County, to the attention of Mark E. Miller, C.P.M., CPPO Procurement Manager, in sealed envelopes marked conspicuously on the front "Bid for Telecommunication System MCA – Technical Proposal" **and a separate envelope marked** conspicuously "Bid for Telecommunication System MCA – Pricing Proposal."

BID SUBMISSION MAIL	BID SUBMISSION BY HAND	BID SUBMISSION COMMON COURIER
BID FOR IFB/RFQ #	BID FOR IFB/RFQ #	BID FOR IFB/RFQ #
Wicomico County Board of Education	Wicomico County Board of Education	Wicomico County Board of Education
PO Box 1538	Annex 3 – Purchasing Department	900 Mt Hermon Road
Salisbury, MD21802	101 Long Avenue	Salisbury, MD21804
	Salisbury, MD21804	

NOTE: If using regular mail or Fed Ex, UPS, etc., please plan arrival, at a minimum, the day before the bid is due.

No Bidder may withdraw their bid within ninety (90) days after the date and time of bid opening. The Board of Education may extend the time and place for the opening of bids by facsimile notification to those known general contract bidders who have obtained copies of the plans and specifications through the Printer.

The Board of Education of Wicomico County reserves the right to reject any or all bids and waive formalities, informalities, and technicalities therein. The Board reserves the right to contact a Bidder for clarifications and may, at its sole discretion, allow a Bidder to correct any and all formalities, informalities and technicalities in the best interest of the Board.

Mark E. Miller, C.P.M., CPPO
Procurement Manager

It is the policy of the Wicomico County Board of Education to provide equal educational and employment Opportunities regardless of age, gender, race, color, religion, national origin, disability or sexual orientation.

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BIDDING DOCUMENTS: The Bidding Documents consist of the following:

- 00030 – Notice to Bidders
- 00090 – Instruction to Bidders
- 00100 – General Conditions
- 00110 – Supplementary Conditions
- 00300 – Form of Proposal and Pricing Sheet(s)
- 00310 – Bid/Proposal Affidavit
- 01000 – Specifications Maintenance Contract Agreement
- 01010 – Specifications Job Order Contract

INSTRUCTIONS TO BIDDERS

1. **CLARIFICATIONS:** If any person who contemplates submitting an offer is in doubt as to the true meaning of any part of the Terms and Conditions, Bidding Documents, and/or Request for Proposal, he may submit to the Board a faxed or written request for an interpretation thereof, delivered into the hands of the Procurement Manager no fewer than two working days prior to the time and date the offers are due. The Board will not be responsible for any other interpretations or explanations of the Specifications.
2. **EXCEPTIONS:** It shall be the responsibility of the Contractor to include with his proposal a list and clarification of any deviations from or qualifications of the Terms and Conditions and Specifications. The list must be attached to the Form of Proposal.
3. **INTERPRETATION OF THE TERM "EQUAL":** The Board of Education of Wicomico County (Board) reserves the right to evaluate the quality of articles offered as alternate or equal, and reserves the right to reject any or all articles judged not equal.
4. **DETERMINATION OF GRADE OR QUALITY:** The Board reserves the right to award an item to other than the lowest proposal if, in its judgment, there is sufficient reason to believe that another item is a better grade, quality or that it will better serve the interests of the Board, whether based on product samples, objective test, subjective test, or experience.
5. **EVALUATION OF BIDS:** The Procurement Manager may request additional documentation during the evaluation of bids. This additional information may include, but is not limited to, the following:
 - a. Proposed Project Schedule per General Conditions;
 - b. Schedule of Values;
 - c. List of sub-contractors;
 - d. Financial reports;
 - e. Evidence of licensing of Prime contractor and sub-contractors; and/or
 - f. Evidence of insurance, bonding.
6. **FAXED PROPOSAL SUBMISSIONS:** All proposals must be delivered to the Purchasing Department with originals signed by an officer capable of committing the offeror to contractual relationships.
No faxed submission will be accepted.
7. **NO BID:** If the Contractor elects to "No Bid" a No Bid should be filed with the Procurement Manager.
8. **ANTI-COLLUSION:** By signing this Form of Proposal, the offeror understands that, in accordance with the Annotated Code of Maryland Finance and Procurement Article 11-205; a person who, for the purpose of defrauding the Board, acts in collusion with another person in connection with the procurement process is liable for damages.
9. **ANTI-BRIBERY/DEBARMENT:** This procurement is subject to the Annotated Code of Maryland Finance and Procurement Article 16 concerning Debarment of Contractors. By signing this Form of Proposal, the offeror agrees that he understands and is in compliance with Article 16.
10. **ASBESTOS CONTAINING BUILDING MATERIALS:** By submitting a proposal for this project, the Contractor agrees that no asbestos containing building materials will be used in this project by any contractor, sub-contractor, or sub-sub-contractor.
11. **TOBACCO-FREE SCHOOLS POLICY:** All contractors, sub- contractors, and sub-sub-contractors must comply with the Board's tobacco-free schools policy "ADC". The policy states that "the sale or use of tobacco in any form is prohibited in all buildings and all outside seating areas owned or leased by the Board of Education of Wicomico County, at all times (24 hours a day, every day), regardless of whether or not students are present." The policy also states that "the use of tobacco in any form is prohibited on school grounds during the official school day (7 a.m. to 5 p.m.)."

INSTRUCTIONS TO BIDDERS

Any contractors, sub-contractors, or sub-sub-contractors "which do not enforce this tobacco-free policy may be ... declared in default of their contract."

12. **CHILD SEX OFFENDER NOTIFICATION:** Maryland law requires certain child sex offenders to register with the local law enforcement agency. One of the purposes of this law, found in Article 17.792, is to inform school systems when a child sex offender is residing or working in the area. When the child sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.

As a Contractor working for WCBE, we require that you do not employ convicted child sex offenders to work on projects for our school system if they, as a result, are required to perform delivery, installation, repair, construction or any other kind of services on WCBE property.

13. **A/E SERVICES:** The Board is not responsible for A/E Services requested by the Contractor unless such services are approved by the Project Manager prior to the performance of the A/E Service.
14. **BID/PROPOSAL AFFIDAVIT:** In accordance with the State Procurement Regulation Mandatory Written Solicitation Requirements, CoMar 21.505.08.07, this bid/proposal requires a signed Bid/Proposal Affidavit. This affidavit is attached to the Form of Proposal. Submissions without this document may be considered non-responsive.
15. **TAXES:**
- a. Nothing in these Terms and Conditions and Specifications shall be construed as relieving the Contractor of his responsibilities in paying all applicable taxes.
 - b. Sales of materials used to improve the realty of government entities are taxable. The Maryland Sales and Use Tax Exemption Certificate of the Wicomico County Board of Education should not be used by contractors performing such work.

16. **MATERIALS:**

Unless explicitly stated otherwise, all specified equipment and material comprising the work of this Contract, as being provided or furnished or installed, shall imply the inclusion of all components, hardware and accessories, required for complete installation and satisfactory operation as intended by the manufacturer. Wherever the method installation of any material is not explicitly specified, the installation shall be as recommended by manufacturer.

Wherever in the Contract Documents it is provided that the Contractor shall furnish materials or equipment for which no detailed specifications are set forth, such materials or equipment shall be new and of the best grade for the respective purpose for which they will be used when incorporated in the work. Materials specified by reference to a number or symbol of a specific standard, such as A.S.M., Federal Specification, State Standard, Trade Association, or similar standards, shall comply with requirements in the latest revision thereof and any amendment or supplement in effect on the date of bid opening.

None of the materials to be provided, furnished or installed on this project shall contain asbestos or any other "hazardous substance" as that term is defined by Federal or State law.

17. **SUBSTITUTIONS:**

Only substitutions submitted with the bid will be considered. Those submitted after the bid date will not be considered.

Wherever in the drawings or specifications a material or product is called for by trade or brand names

INSTRUCTIONS TO BIDDERS

or manufacturer and model number, alternative items of equal quality and purpose may be proposed for use by the Contractor. The burden of proof of equality is on the Contractor, and he shall furnish all information and supplies necessary for the Architect (Engineer) and/or Project Manager and /or Owner to make a thorough evaluation of the proposed substitution. The Architect (Engineer) and/or Project Manager's and /or Owner's decision about the equality of the proposed substitution is final, and if the proposed substitution is not approved, the Contractor shall install the item called for. Proposed substitutions and any changes in adjacent work caused by them shall be made by the Contractor at no additional cost to the School Board.

Architect (Engineer) and/or Project Managers review of substitutions shall not relieve the Contractor from complying with the requirements of the drawings and specifications.

Where, because of short supply, any items of fabricated materials and/or equipment, indicated on drawings or specified, are unobtainable and it becomes necessary, with the consent of the Architect (Engineer) and/or Project Manager, to substitute equivalent items differing in details or design, the Contractor shall submit complete drawings and details indicating the necessary modifications of the work.

In the event the Contractor makes substitutions in materials, equipment, or designs, with or without the School Board's approval, other than those authorized herein, the Contractor shall then assume full responsibility for the effects of such substitutions on the entire project, including the design, and shall reimburse the School Board for any charges resulting from such substitutions, including any charges for modifications in the work of other trades, and including any charges for additional design, plus reasonable and customary mark-ups.

18. NONDISCRIMINATION:

NONDISCRIMINATION CLAUSE: In accordance with the Annotated Code of Maryland, State Finance and Procurement Article 13-219, discrimination on the basis of sex, race, age, color, creed or national origin is prohibited under the terms of this contract by any contractor, sub-contractor or sub-sub-contractor.

Contractors and sub-contractors are required to include similar notification in all sub-contracts for other than standard commercial supplies or raw materials, and are required to post notice of this provision so that the notice will be available to the Contractor's and/or sub-contractor's employees and applicants.

19. MINORITY BUSINESS ENTERPRISE PROCEDURES:

The Wicomico County Board of Education (WCBE) encourages all qualified Minority Business Enterprises (MBE) to apply for certification with the Maryland Department of Transportation (MDOT).

All qualified MDOT Certified MBE's are encouraged to respond to this solicitation notice. WCBE encourages prime contractors submitting an offer to this IFB to develop a plan to utilize qualified MDOT certified MBE's as sub-contractors.

WCBE may request a copy of this plan when evaluating your proposal.

END INSTRUCTIONS TO BIDDERS

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GENERAL CONDITIONS

1. DEFINITIONS:

Addendum: Written change or revision to the Bidding Documents issued to the prospective Bidders prior to the time of receiving bids.

Alternate: The sum to be added to, or deducted from, the Base Bid if the change in scope of work as described in Alternates is accepted by the Board.

Board: Wicomico County Board of Education also WCBE and WCBOE.

Furnish: Purchase and deliver to site of installation.

Install: Fix in place, for materials; and fix in place and connect, for equipment.

Owner: The Board, authorized employees, and authorized representatives.

Secure: Obtain.

2. ARCHITECT (ENGINEER) AND/OR PROJECT MANAGER:

BOARD'S PROJECT MANAGER: All project correspondence, approvals, coordination, and contract administration shall be conducted through the Board's Project Manager. The Board's Project Manager shall have authority, as outlined in the Bidding Documents, to act as agent for the Board.

The Architect (Engineer) and/or Project Manager is responsible for the overall design of the Project and the final authority in judgments of aesthetic consideration. The working drawings, technical specifications, sketches and other data necessary to define the work covered by these Contract Documents have been prepared by the Architect (Engineer) and/or Project Manager. The Architect (Engineer) and/or Project Manager shall visit, inspect and observe the construction to determine general compliance with the Bidding Documents, and interpret the drawings and specifications consistent with their intent. He shall evaluate the shop drawings, samples and other submittals required in the technical specifications, and maintain an up-to-date log of all such items processed. The Architect (Engineer) and/or Project Manager will consult with the Board, Contractors, and any state, county or city agency having jurisdiction over the work whenever necessary to further the best interests of the Project.

Should any dispute arise respecting the true value of any work done, or any work omitted, or of any extra work which said second party may be required to do, or respecting the size of any payment to said second party during the performance of this contract, said dispute shall be decided by the Architect (Engineer) and/or Project Manager, and the decision of the latter shall be final and conclusive.

WCBE will establish the Architect (Engineer) and/or Project Manager on the Purchase Order unless identified in the Bidding Documents.

3. CONTRACT DOCUMENTS:

The Bidding Documents as modified by any addenda shall become the Contract Documents upon award by the Board.

JOB ORDER CONTRACTS: A statement or Scope of Work (Technical Specifications) will be established at the time Purchase Order is issued.

GENERAL CONDITIONS

UNIT PRICE CONTRACTS: A Statement or Scope of Work (Technical Specifications) will be established at the time the Purchase Order is issued.

The Contract Documents shall include: Bid Addenda, the completed Form of Proposal, the Pricing Sheets, the completed Bond and Insurance forms, the Invitation to Bidders, Instructions to Bidders, General Conditions, Supplementary Conditions, Scope of Work (Technical Specifications), Drawings, Bidder's Questionnaire and any additional information required with the Form of Proposal. Any modification amending or extending the work shall be as binding as if originally included in the Contract Documents.

The Contract Documents are complimentary, and anything required by one shall be as binding as if required by all. In case of conflicts within the Contract Documents, the order of precedence of interpretation shall be those established in the Supplementary Conditions having priority. In case of conflict within the drawings, larger scale drawings shall govern smaller scale drawings, and written dimensions shall govern over scaled dimensions.

Should any discrepancy appear or any misunderstanding arise as to the importance of anything contained in the specifications or plans, the matter shall be referred to the Architect (Engineer) and/or Project Manager. Suitable instructions will be given or corrections made when any such error or omission is discovered. If, in the opinion of the Contractor, the construction details indicated on the drawings or otherwise specified are in conflict with accepted industry standards for quality construction and therefore might interfere with his full guarantee of the work involved, he is obligated to bring this information to the attention of the Architect and/or Project Manager for appropriate action before submittal of bid.

All lines and planes appearing on contract drawings to be horizontal or vertical and not explicitly indicated otherwise shall be constructed true and plumb. All lines and planes appearing on contract drawings to intersect at right angles and not explicitly indicated otherwise shall be constructed at true right angles. Where details are indicated covering specific conditions, such details also apply to all similar conditions not specifically indicated.

The Specification Standards of the various sections of the Technical Specifications shall be the procedural, performance, and material standards of the applicable association publications identified and shall be the required minimum level of installation, materials, workmanship, and performance for the applicable work. Except where a specific date of issue is mentioned hereinafter, references to Specification Standards shall mean the edition, including amendments and supplements in effect on the date of the "Invitation to Bidders". Where no standard is identified and a manufacturer is specified, the manufacturer's specifications and products are the standards. All standards shall be subordinate to the requirements of the Codes. (See "Codes and Regulations" article.)

Wherever in the Technical Specifications an article, device or piece of equipment is referred to in the singular number; such reference shall include as many such items as are shown on Drawings or required to complete the installation.

4. INTENT OF DRAWINGS AND SPECIFICATIONS:

Drawings and specifications are to be read as an integrated document. The Contractor shall report to the Architect (Engineer) and/or Project Manager any discrepancies or errors which come to his attention.

Figured dimensions shall be followed in preference to scaled dimensions. The Contractor shall make all additional measurements necessary for the work and shall be responsible for their accuracy. Before ordering any materials or doing any work, each Contractor shall verify all measurements at the building and shall be responsible for the correctness of same.

It is the intent of the drawings and specifications to show and describe complete installations. Items shown but not specified, or specified but not shown, shall be included unless specifically omitted.

GENERAL CONDITIONS

These specifications shall be deemed to include and require everything necessary and reasonably incidental to the completion of all work described and indicated on the drawings, whether particularly mentioned or shown, or not.

5. **PRE-CONSTRUCTION CONFERENCE/PROGRESS MEETINGS:**

The Architect (Engineer) and/or Project Manager may require a pre-construction conference and request additional meetings, drawings and details which are required to serve the Board. The following Project Management documentation shall be provided upon request:

- Project Schedule per General Condition 22 with activities in a Gant Chart;
- Schedule of Values with MBE firms indicated;
- Sub-contractor list with MBE firms indicated;
- All required license, insurance and bonds.

The Prime Contractor and all Sub-contractors shall be represented by individuals that are authorized to commit the necessary resources to provide their portion of the project. Attendance at all Pre-construction and progress meets are mandatory unless prior approval is obtained from the Project Manager.

Upon the completion of the project the Project Manager will complete a Contractor Performance Evaluation. This evaluation will be shared with the contractor. The evaluation may be used as evidence of contractors ability to successfully perform future WCPS contracts.

6. **MASTER MANDATORY PROVISIONS:**

Any material, item, or piece of equipment mentioned, listed or indicated without definition of quality, shall be consistent with the quality of adjacent or related materials, items, or pieces of equipment.

Any method of installation, finish, or workmanship of an operation called for, without definition of standard of workmanship, shall be followed or performed and finished in accordance with good practice and consistent with adjacent or related installations.

Any necessary material, item, piece of equipment or operation not called for but reasonably implied as necessary for proper completion of the work, shall be furnished, installed or performed and finished; and shall be consistent with adjacent or related materials, items, or pieces of equipment, and in accordance with good practice.

Names or numbered products are to be used according to the manufacturers' specifications, directions or recommendations unless otherwise specified.

7. **RESPONSIBILITY OF THE GENERAL CONTRACTOR/CONTRACTOR:**

It shall be the responsibility of the Contractor to notify his sub-bidders at the time of request for bids of all portions of the Bidding Documents and any parts of other sections of specifications or plans that the Contractor intends to include as part of the subcontract.

All contact with students should be avoided.

The Contractor shall submit verification of a company wide substance abuse policy upon written request by WCBE.

GENERAL CONDITIONS

The Contractor shall be held strictly responsible for the proper performance of all work covered by the Contract, including the work performed by himself and all his subcontractors.

The Contractor shall provide resumes, as part of the proposal, of Superintendents and Project Managers that the bidder intends to assign to work on WCBE projects. Any changes thereafter must be submitted to the WCBE Project Manager for review and approval.

The Contractor shall perform all the work required by the Contract Documents and furnish all labor, materials, plant, equipment, tools and appurtenances necessary to perform said work and complete it within the time specified. The Contractor shall at all times perform the work of this Contract in a competent and workmanlike manner and, if not specifically stated, accomplish the work according to the best standards of construction practice.

SUPERVISION: The Contractor shall employ a full-time competent, English speaking, superintendent and necessary assistants who shall have complete authority to act for the Contractor on all matters pertaining to the work. The superintendent shall be on-site at all times and remain on-site, through the duration of the project. The Project Superintendent and Project Manager must be accessible to the WCBE Project Managers by cell phone. The superintendent shall be on-site 100% of time and remain on-site, through the duration of the project, unless prior authorization is obtained from the owner. The superintendent shall be satisfactory to the Architect (Engineer) and/or Project Manager and Board and, if not satisfactory, shall be replaced by the Contractor with one that is acceptable. Also, the superintendent shall not be changed without the consent of the Architect (Engineer) and/or Project Manager and Board unless the superintendent ceases to be employed by the Contractor.

Contractor shall make his own layout of lines and elevations and shall be responsible for the accuracy of both his and the subcontractors' work resulting there from. All dimensions affecting proper fabrication and installation of all contract work must be verified prior to fabrication by taking field measurements of the true conditions. The Contractor shall take, and assist subcontractors in taking, all field dimensions required in performance of the work, and shall verify all dimensions and conditions on the site. If there are any discrepancies between dimensions in drawings and existing conditions which will affect the work, the Contractor shall bring such discrepancies to the attention of the Architect (Engineer) and/or Project Manager for adjustment before proceeding with the work. The Contractor shall be responsible for the proper fitting of all work and for the coordination of all trades, subcontractors and persons engaged upon this Contract.

Contractor shall do all cutting, fitting, or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other contractors as shown, or reasonably implied by, the Drawings and Specifications for the completed structure, and he shall make good after that as the Architect (Engineer) and/or Project Manager may direct. Any cost caused by defective or ill-timed work shall be borne by the party responsible there for.

DEMOLITION: When applicable, the Contractor shall remove and legally dispose all items except those identified by the Owner to be reinstalled, salvaged, or to remain the Owner's property.

8. REPORTING TO SCHOOL ADMINISTRATION:

AT THE BEGINNING OF THE PROJECT, THE CONTRACTOR MUST NOTIFY THE BOARD'S PROJECT MANAGER AT LEAST 48-HOURS PRIOR TO ARRIVAL AT THE BOARD'S FACILITY, AND SCHEDULE THE ACTIVITIES.

ALL CONTRACTORS, VENDORS and/or EMPLOYEES, shall upon entering any WCBE facility show proof of identification, sign-in and obtain a WCBE numbered Contractor Security Badge and/or visitor's badge.

Upon the completion of the project, ALL Contractor Security Badges must be returned before final payment can be made. Contractors that can provide their own verifiable, managed security

GENERAL CONDITIONS

identification program MAY be exempt from this requirement. PRIOR approval by the WCBE Project Manager is required.

If the Contractor considers it necessary or desirable to work on Saturday, Sunday or a holiday, he shall so notify the Board at least forty-eight (48) hours before the commencement of such work to provide the Project Manager the time necessary to make arrangements to allow Contractor access to the building.

9. USE OF BOARD FACILITIES:

The Contractor, sub-contractor, and sub-sub-contractor shall confine his operation to those areas permitted and authorized by the Project Manager. The use of Board's facilities (toilets, restrooms, lunchrooms, dumpsters, etc.) and utilities are strictly prohibited unless previously authorized and approved by the Project Manager.

The Contractor, sub-contractor, sub-sub-contractor may park only in those areas designated by the Project Manager.

10. SUBCONTRACTORS:

Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the Board. The Board shall be deemed to be the third party beneficiary of the contract between the contractor and the subcontractor. If the Contractor does not specify a Subcontractor for any portion of the work to be performed under this Contract, he agrees to perform that portion of the work with his own forces. The Contractor shall not substitute any other person or firm as a Subcontractor, other than those listed in the bid submitted by him, without the written approval of the Board. The Board reserves the right of approval of all subcontractors proposed for use on this Project, and to this end, may require financial, performance and such additional information as is needed to secure this approval. If a Subcontractor is not approved, the Contractor shall promptly submit another of the same trade for approval.

The Contractor shall insert appropriate provisions in all subcontracts pertaining to work on this Project requiring the Subcontractors to be bound by all applicable terms of the Contract Documents. The Contractor shall be as fully responsible for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

11. GOVERNING LAW AND VENUE:

The bid shall be construed in accordance with, and interpreted under, the Laws of the State of Maryland. Any lawsuit arising out of such bid shall be filed in the appropriate State Court of competent jurisdiction located in Wicomico County, Maryland.

12. CLAIM AND DISPUTES:

The Owner shall in no way be obligated to enter into mediation proceedings with a Contractor for any purpose whatsoever. The Owner will reserve unto itself the right to determine what form of litigation and its locations are appropriate at the time the dispute arises.

The Owner shall in no way be obligated to enter into arbitration proceedings with a Contractor for any purpose whatsoever. The Owner will reserve unto itself the right to determine what form of litigation and its locations are appropriate at the time the dispute arises.

GENERAL CONDITIONS

13. INSURANCE

The Contractor shall not commence work under this contract until he has obtained all insurance required under this Article and such insurance has been approved by the Owner. The Contractor shall provide to the Purchasing Agent a Certificate of Insurance indicating the coverages below prior to the start of any work and agrees to maintain such insurance until the completion of the contract. The minimum insurance coverages shall be:

Workmen's Compensation: The Contractor shall maintain throughout the life of the contract statutory Workers' Compensation, including Maryland benefits and employer's liability with limits of \$100,000/\$100,000/\$500,000 for all of the Contractor's and any sub-contractor's employees who will be engaged in the work at the sites of the project.

Commercial General Liability: The Contractor shall establish and maintain throughout the life of the contract Commercial General Liability Insurance - \$2,000,000 each occurrence/general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability and where applicable to the project as determined by the Purchasing Agent, Products and Independent Contractors. The general aggregate limit is to apply per project; and

Business Automobile Liability: \$2,000,000 Combined Single Limit (Owned, non-owned and hired).

The Board requires a forty-five (45) day notice, in writing, of cancellation, non-renewal or change in insurance coverage affecting this project. This written notice shall be furnished by the Contractor's insurance carrier(s) or insurance agent(s) to the Board's Purchasing Agent.

All bidders should have current Certificate of Insurance (ACORD certificates) on file in the Purchasing Office at the time of the bid opening or included with the bid. Failure to provide the ACORD certificate may result in the bidder's offer being considered non-responsive.

The Board (including its elected or appointed officials, agents and employees) is to be named as an additional insured in the Contractor's General Liability Policy. Coverage must be primary with respect to Board, its agents and employees.

A sample of the Certificate of Insurance will be provided upon request and may be found on WCBE's website.

14. CODES AND REGULATIONS:

The Contractor shall be knowledgeable of and comply with all codes, ordinances, regulations or orders of properly constituted authority having jurisdiction over the work of this project. The Contractor shall examine the Contract Documents for compliance with these codes and regulations, and he shall promptly notify the Architect (Engineer) and/or Project Manager of any discrepancies. Changes in the drawings and specifications shall be made only by means of change orders, or modifications approved by the Board. Change order procedures shall be as described elsewhere in these Contract Documents. Contractor shall keep a copy of all applicable Code of Regulations at the job site at all times.

All work and materials shall be in full accordance with the latest rules and regulations and other applicable State laws or regulations. Nothing in these plans or specifications is to be construed to permit work not conforming to these Codes.

Buildings and/or all other construction covered by this Contract shall meet all the regulations for access by physically handicapped.

GENERAL CONDITIONS

15. PERMITS/PUBLIC UTILITIES:

The Contractor shall obtain and pay for all permits, fees, licenses and inspections that are required in order to perform the work under this Contract. The Board shall pay connection charges and meter costs for new permanent utilities required by these Contract Documents. The Contractor shall notify Board sufficiently in advance to submit requests for service to the appropriate utility companies so as to ensure connections or installation of utility services in accordance with the Project schedule.

16. PATENTS AND ROYALTIES:

The Contractor shall pay for all royalties and patents and shall defend all suits or claims for infringement on any patent right and shall save the Board harmless from loss of account thereof.

17. SAFETY AND FIRE PREVENTION:

OCCUPATIONAL SAFETY AND HEALTH ACTS: Contractor(s) whom perform any work under this contract shall fully comply with the provisions of the Federal Occupational Safety and Health Act of 1970 and any amendments thereto and regulations pursuant to the act, and also to the Maryland Occupational Safety and Health Act, Article 89, Sections 28 to 49A inclusive, Annotated Code of Maryland, as amended by Chapter 59, Laws of Maryland 1973 and any regulations pursuant thereto.

The Contractor shall provide proof of safety training programs for all employees to be used on any WCBE project and disclosure of the bidders safety EMR (Experience Modification Rate).

The Contractor shall take thorough precautions at all times for the protection of persons and property, and shall be liable for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The Contractor shall obtain permits for, install and maintain in safe condition barricades, walkways, fences, railings, and whatever other safeguards that may be necessary to protect persons and property from damage as a result of the construction under this Contract.

Contractor shall not endanger any work by cutting, excavating, or otherwise altering the work and shall not cut or alter the work of any other Contractor except with the consent of the Architect and/or Project Manager, nor overload any new or existing structures by the placing or storage of materials, equipment, or other items thereon, and if necessary, provide calculations proving the safety in so doing.

If it is necessary to work at night, or where daylight is obscured, the Contractor shall provide and maintain lighting of adequate level to properly prosecute the work and to permit thorough inspection of same.

Contractor shall take extraordinary care to prevent fires and keep all flammable materials and oily rags in tightly closed metal containers. Contractor shall exercise particular care when welding or cutting, and with regard to the disposition of waste materials, the nature and quantity of which might create or increase a fire hazard.

The Contractor and Subcontractors shall comply with Sections 6360, et. seq. of the Labor Code, together with Title 22 with regard to hazardous substances in the work place. The Contractor and each Subcontractor shall supply to their employees and, where site is occupied, to Board, copies of Material Safety Data Sheets (MSDS) for hazardous substances that may be used in the course of the work, together with notice of actual hazardous substances to which employees may be exposed while performing work and appropriate protective measures.

18. HAZARDOUS MATERIALS:

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This contract does not include the removal, handling, or disturbance of any hazardous substances or materials encountered in the new construction or on the project grounds. If such substances or materials are encountered, work shall cease in that area and the Board shall be notified to take appropriate action for removal or otherwise abating the condition in accordance with current regulations applicable to the Board.

All contractors performing work on Board of Education premises are required to make themselves aware of the locations of asbestos containing building materials that exist on the work site. Board personnel can supply such information prior to commencement of work.

a. General:

No asbestos, asbestos containing products or other hazardous materials shall be used in this construction or in any tools, devices, clothing or equipment used to affect this construction.

Asbestos and/or asbestos containing products shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite and actinolite.

Any or all material containing greater than one-tenth of one percent ($> .1\%$) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material contains asbestos shall be settled by electron microscopy; the costs of any such tests shall be paid by the contractor.

All work or materials found to contain asbestos or work or material installed with asbestos containing equipment will be immediately rejected and this work will be removed at no additional cost to the Owner.

b. Decontamination and Removal of hazardous material from prior work:

Decontamination and removal of work found to contain asbestos or work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency.

The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant who shall have sole discretion and final determination in this matter.

The asbestos consultant shall be chosen and approved by the Board which shall have sole discretion and final determination in this matter.

The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.

Cost of all asbestos removal from prior work, including but not necessarily limited to the cost of the asbestos removal contractor, the cost of the asbestos consultant, analytical and laboratory fees, time delays, and additional costs as may be incurred by the Board and/or its agent(s) shall be borne entirely by the Board.

c. Hold Harmless:

Interface of work under this contract with work containing asbestos shall be executed by the Contractor at his risk and at his discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of this contract the Contractor acknowledges the above and agrees to hold harmless the Owner, his employees, agents and assigns for all asbestos liability which may be

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associated with this work and agrees to instruct his employees with respect to the above mentioned standards, hazards, risks and liabilities.

The Contractor shall, prior to commencement of this work, provide a duly signed and notarized affidavit that he has instructed his employees with respect to the above mentioned standards, hazards, risks and liabilities and the contents and requirements of this portion of the contract documents.

d. Certification:

The Contractor agrees that materials containing asbestos or other hazardous materials as defined in Federal and State law, shall not be used in construction and will provide prior to final payment a notarized affidavit stating that no asbestos containing building materials or other hazardous materials as defined in Federal and State law were installed during the project by themselves, their sub-contractors, or sub-sub-contractors.

19. TEMPORARY FACILITIES:

The Contractor shall obtain permits for, install and maintain in safe condition whatever scaffolds, hoisting equipment, barricades, walkways, or other temporary structures which may be required to accomplish the work. Such structures shall be adequate for the intended use and capable of safely accepting all loads that may be imposed upon them. They shall be installed and maintained in accordance with all applicable state and local codes and regulations.

The Contractor shall provide and maintain temporary heat from an approved source whenever in the course of the work it may become necessary for curing, drying or warming spaces as may be required for the installation of materials or finishes. The Contractor shall provide and maintain any and all facilities that may be required for dewatering in order that work may proceed on the project. If it is necessary for dewatering to occur continually, the Contractor shall have on hand whatever spare parts or equipment that may be required to avoid interruption of service.

The Contractor shall promptly remove all such temporary facilities when they are no longer needed for the work or on completion of the project. The Contractor shall repair any damage to premises or property which resulted from the construction, use, or removal of temporary facilities and shall restore said premises and property to their original condition.

20. SIGNS:

No signs may be displayed on or about the Board's property (except those which may be required by law) without the Board's specific approval of size, content and location. Any signs required by the Board will be designated in the scope of work.

21. TIME:

It shall be understood that time is of the essence of the Contract, and the Contractor must prosecute the work diligently and regularly at such a rate of progress as to ensure completion of this Project within, or sooner than, the time specified. The Contractor shall commence the work on the date indicated in the Notice to Proceed, and he agrees to complete all work described by the Contract Documents within, or sooner than, the number of calendar days required in the Contract.

The Contractors and Subcontractors shall investigate and become aware of the amount of time required for the delivery of all equipment and materials required to perform the work under this Contract, and

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no extension of time shall be granted due to failure to order said equipment and materials sufficiently before their incorporation into the work so as to avoid delay to the Project.

The Contractors and Subcontractors shall provide and maintain enough manpower, materials and equipment to ensure a rate of construction progress that will complete the Project within or sooner than the time specified and according to the schedule of work. If, in the Architect and/or Project Manager's opinion, the Contractor and/or his Subcontractors are not prosecuting the work at a sufficient rate of progress to meet the Project schedule, the Board may direct the Contractor to provide additional manpower, materials or equipment, or to work additional hours, holidays or weekends without additional cost to the Board until the work is progressing in a manner satisfactory to the Board. Failure to prosecute the work in a timely manner and according to the Project schedule is considered a breach of Contract and is cause for termination of the Contract according to the Article on "BOARD'S RIGHT TO TERMINATE CONTRACT."

22. CONSTRUCTION/PROJECT SCHEDULE:

Within fifteen (15) calendar days after the Award of Contract, the Contractor shall prepare and submit to the Architect (Engineer) and/or Project Manager, for approval, a construction schedule showing in detail how the Contractor plans to prosecute the work. The schedule shall include the work of all trades necessary for construction of the Project, material delivery dates and shall be sufficiently complete and comprehensive to enable progress to be monitored on a day-by-day basis. The information for each activity shall include as a minimum the activity description, duration, start date and completion date.

The Contractor shall take care in the preparation of the schedule to ensure that it represents an accurate and efficient plan for accomplishing the work. If the Project is more than one week ahead of or behind schedule, it must be revised showing how the Contractor plans to complete the work, but in no case shall it show a completion date later than that required by the Contract, unless time extensions have been granted. The current schedule shall be kept posted in the Contractor's project office on site.

The Contractor shall be responsible for the coordination of all work necessary and pertaining to the construction whether actually a part of this Contract or attendant thereto. The Contractor shall notify the Owner and various utility companies, as far as possible in advance of their required work, in order that work schedules may be developed for all concerned, which will permit the most effective accomplishment of the entire project.

23. DELAYS AND TIME EXTENSIONS:

The Contractor may be granted a time extension if he encounters an unavoidable delay of the work due to causes completely beyond his control and which he could not have avoided by the exercise of more care, prudence, foresight and diligence. Causes for which a claim for extension of time may be made are: acts of the public enemy, acts of another Contractor in the performance of another contract with the Board, fire, flood, violent wind storm, epidemic, quarantine restriction, strike, freight embargo, or weather of an unusually severe nature. The Contractor will not be granted time extensions for weather conditions which are normal for the location of the Project, according to the U. S. Weather Bureau Records.

A request for extension of time shall be made in writing to the Architect and/or Project Manager and Board within ten (10) calendar days of the date the delay is encountered and shall include a detailed description of the reasons for the delay and corrective measures by the Contractor. In order for the Architect and/or Project Manager to consider a request for time extension, the Contractor must prove that the reasons stated for a delay actually caused a delay in portions of the work which will result in completion beyond the date specified in the Contract. The Contractor may be granted a time extension for a significant change in the scope of work which request for extension of time shall be included in a Contract Modifications Proposal.

No damages or compensation or any kind shall be paid to a Contractor because of delays in the progress of work, whether such delays be avoidable or unavoidable that are not the responsibility of

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Board. Board's liability to Contractor for delays for which Board is responsible shall be limited to an extension of time for delays unless such delays were unreasonable under the circumstances involved and were not within the contemplation of the parties when the contract was awarded. The Architect and/or Project Manager shall determine the actual costs to Contractor for which the Contractor may claim damages from Board. Such costs, if any, shall be directly related to the project, and shall not include costs that would be borne by the Contractor in the regular course of business, including, but not limited to, office overhead and ongoing insurance costs. The Board shall not be liable for any damages which the Contractor could have avoided by any reasonable means including, but not limited to, the judicious handling of forces, equipment or plant.

The granting of an extension of time because of unavoidable delays shall in no way operate as a waiver on the part of the Board of the right to collect liquidated damages for other delays or of the right to collect other damages or of any other rights to which the Board is entitled.

24. LIQUIDATED DAMAGES: When applicable the Daily Rate will be stated in the Section 00110 – Supplementary Conditions.

Should the Contractor fail to complete this Contract within the time fixed for completion, together with extensions granted by the Board for unavoidable delays, he shall become liable to the Board in the amount specified in the Contract per calendar day for each day said Contract remains uncompleted beyond the time for completion, as and for liquidated damages and not as a penalty. Contractor shall not be charged with liquidated damages when the delay in completion of the work beyond this time for completion is due to acts of the Board. It is expressly stipulated and agreed by Contractor and Board that it would be impractical and extremely difficult to fix the actual amount of damages.

Any money due or to become due the Contractor may be retained to cover said liquidated damages. Should such money not be sufficient to cover said liquidated damages, the Board shall have the right to recover the balance from the Contractor or his sureties, who will pay said balance forthwith.

Should the Board authorize suspension of the work for any cause; the time work is suspended will be added to the time for completion. Suspension of the work by the Board shall not be a waiver of the right to claim liquidated damages as set forth in this section.

25. BOARD'S RIGHT TO TERMINATE THE CONTRACT:

If the Contractor refuses to or fails to furnish sufficient materials, work force, equipment, plant and appurtenances to properly prosecute the work in a timely manner, or if he refuses or fails to comply with any provisions of the Contract Documents, or if he should file a bankruptcy petition or make a general assignment for the benefit of his creditors or if a receiver should be appointed on account of his insolvency, then the Board may give the Contractor and his surety written notice of intention to terminate the Contract. Unless within seven (7) calendar days after the serving of such notice upon the Contractor and his surety such violation shall cease and satisfactory arrangements for correction of such conditions be made, the Contract shall cease and terminate. In the event of such termination, the Board shall immediately serve written notice thereof upon the Contractor and his surety.

The surety shall have the right to take over and perform the Contract; provided, however, that if the surety does not commence performance within seven (7) calendar days from the date of sending such notice of termination, the Board may take over the work and prosecute the same to completion by letting another Contract, or by any other method that the Board deems advisable. The Contractor and his surety shall be liable for any excess cost occasioned the Board thereby, and in any such event the Board may take possession of such materials, equipment, plant and other property belonging to the Contractor as may be on the site and utilize same in completing the work.

26. COORDINATION WITH OTHER CONTRACTS:

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The Board reserves the right to do other work or award other contracts in connection with this Project. If this is the case, the Contractor shall schedule and coordinate his work in such a manner as not to interfere with the work of others. If conflict arises as a result of other work on this project, the Contractor shall promptly notify the Architect (Engineer) and/or Project Manager. The Board will issue such instructions as are necessary to correct the matter. The Board shall not be liable for the failure of another Contractor to comply with such instructions.

If any part of this Contractor's work depends upon the work of a separate Contractor, this Contractor shall inspect such other work and promptly report in writing to the Architect (Engineer) and/or Project Manager any defects in such other work that render it unsuitable to receive the work of this Contractor. Failure of this Contractor to so inspect and report shall constitute an acceptance of the other Contractor's work, except as to defects which may develop in other Contractor's work after execution of this Contractor's work.

If, through acts of negligence on the part of this Contractor, any other contractor or subcontractor shall suffer loss or damage to the work this Contractor shall make a reasonable effort to settle with such other contractor and subcontractor by agreement or arbitration. If such other contractor or subcontractor shall assert any claim against the Board, Architect (Engineer) or Project Manager, on account of any damage alleged to have been so sustained, the Board or Architect and/or Project Manager shall notify this Contractor, who shall defend such proceedings at his own expense and save harmless the Board and the Architect and/or Project Manager from any such claim.

27. SUBMITTALS (SHOP DRAWINGS, CUTS AND SAMPLES):

Five (5) copies of shop drawings, brochures and catalog cuts and samples in quantities specified by Architect (Engineer) and/or Project Manager shall be submitted to the Architect (Engineer) and/or Project Manager for all items for which they are required by the Technical Specifications. Prior to transmitting, the Contractor shall examine all submittals for accuracy and completeness in order to verify their suitability for the work and compliance with the Contract Documents and shall sign and date each submittal.

Submittals shall be made sufficiently before the items are required for the work so as to cause no delay and shall be in accordance with the project construction schedule.

In addition to information furnished as common practice, submittals shall contain the Project name and location, Contractor's name and address, Subcontractor's or supplier's name and address, date of submittal and any revisions, and reference to appropriate specification section, and/or drawing and detail numbers. The Contractor and/or his Subcontractors shall verify in the field all dimensions and relationships to adjacent work necessary to ensure the proper fitment of the items submitted. The Architect (Engineer) and/or Project Manager and/or Owner shall review and evaluate submittals and return them within seven (7) working days after he receives them. If necessary, the Contractor shall make any corrections required and resubmit with all due haste in the same number as initially. Review of submittals by the Architect (Engineer) and/or Project Manager shall not relieve the Contractor from complying with the requirements of the Contract Documents.

Any materials or equipment installed without approval shall be at the Contractor's own risk, and he may be required to remove any such materials or equipment and install the specified items at his own cost, including repairs to adjacent work.

28. PAYMENTS:

Send all invoices, correspondence and required documents to the the attention of the WCBP Project Manager to 900 Mt. Hermon Rd., PO Box 1538, Salisbury, MD. 21802-1538. ALL INVOICES MUST

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REFERENCE THE PROJECT NAME AND PURCHASE ORDER NUMBER. WHEN MBE DOCUMENTS ARE REQUIRED, PLEASE SUBMIT FORM 306.4 WITH EACH INVOICE. Failure to provide any of this information may result in the return and/or rejection of submitted invoices.

Payment shall be made at the completion of the contract and after final acceptance by the Owner. However, should the Contractor so desire, payment will be made in the following manner:

The value of materials delivered to the contract site or stored by the Contractor not to exceed a value of fifty percent (50%) of the proposed price provided the following conditions are met:

- a. Requisition for payment has been made;
- b. Requisition for payment to the Board upon substantial completion of the installation, or as approved by the Project Manager.

The final 10% payment shall be made within thirty (30) days after final acceptance. Payments may be withheld to cover defective work not remedied, claims filed or reasonable evidence indicating probable filing of claims, or the failure of the Contractor to make payments promptly for material or labor.

Request for this payment method must be made in the proposal submission.

When "Application for Payment" includes material or equipment stored off-site, the application shall be accompanied with a certified statement including:

- a. Description of item
- b. Bills of sale
- c. Location of storage and security thereof
- d. Indication that the item is currently covered by all Contractual requirements, including Liability and Fire Insurance made out in the name of the Owner.
- e. Indication that the material or equipment or any part thereof will not be installed in any other project construction other than work under this Contract.
- f. All items must be clearly marked, labeled or tagged for identification.
- g. All items must be available to the Owner and Architect for inspection.

Payments Do Not Imply Acceptance of Work: The granting of any progress payment or payments by the Board or the receipt thereof by the Contractor, shall not constitute acceptance of the work or of any portion thereof, and shall in no way lessen the liability of the Contractor to replace unsatisfactory work or material, whether or not the unsatisfactory character of such work or material was apparent or detected at the time such payment was made.

Retention of Sums Charged Against Contractor: It is mutually understood and agreed that when under any provision of this Contract the Board shall charge any sums of money against the Contractor, the amount of such charge shall be deducted and retained by the Board from the amount of the next succeeding progress estimate, or from any other monies due or that may become due the Contractor on account of the Contract. If on completion or termination of the Contract such monies due the Contractor are found insufficient to cover the Board's charges against him, the Board shall have the right to recover the balance from the Contractor or his sureties. In no case shall the Contractor or his Subcontractors or suppliers deduct or retain from any amount to be credited to the Board, except as defined in the Article on "MODIFICATIONS ON CONTRACT".

Payment to Subcontractors and Suppliers: The Contractor shall pay each Subcontractor and supplier promptly on receipt of each progress payment from the Board for the materials, labor and equipment delivered to the site or incorporated in the work by each Subcontractor during the period for which the progress payment is made, less any retention as provided above. In the event of a loss by a Subcontractor or supplier for which insurance monies are paid, the Contractor shall pay Subcontractor or supplier a just share thereof.

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Release: The Contractor and each assignee under an assignment in effect at the time of final payment shall, if required by the Board, execute and deliver at the time of final payment and as a condition precedent to final payment, a release in form and substance satisfactory to and containing such exemptions as may be found appropriate by the Board, discharging the Board, its officers, agents and employees of and from liabilities, obligations and claims arising under this Contract.

29. MODIFICATIONS OF CONTRACT

Adjustments To Contract: After award of contract, questions and correspondence relative to request for deviation from the Specifications, Terms or Conditions of the Contract must be directed to the Architect (Engineer) and/or Project Manager.

Any adjustment permitted under the terms of this contract will be only as authorized by the Purchasing Department in the form of a contract amendment and/or a written Purchase Order Change Notice.

Oral Modifications: No oral statements of any person whomsoever shall in any manner or degree modify or otherwise affect the terms of the Contract. No directive shall be responded to unless direction was made by the Architect (Engineer) or Project Manager. Any changes to the scope of work will be only as authorized by the Architect (Engineer) and/or Project Manager. No other staff member shall be considered authorized.

Changes In The Work: The Board, before the date of acceptance of the work, may order changes in the work (called Modifications) herein required, and may order extra materials and extra work in connection with the performance of the Contract, and the Contractor shall promptly comply with such orders and any such orders shall be carried out by the Contractor in accordance with the intent of the original Contract drawings and specifications.

When additional Materials and/or Equipment are to be furnished through a change order, the products shall meet the requirements of the specifications. If specifications for material and equipment are not included in the specifications, information will be provided by the owner.

If changes ordered in design, workmanship or materials are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the Contract shall be increased or decreased by such amount as the Contractor and the Board may agree upon as the reasonable and proper allowance for the increase or decrease in the cost of the work. Such amount will include all costs claimed by Contractor, including any costs claimed pursuant to the Section of the General Conditions (Delays and Time Extensions). No order for any alteration, modification or extra which shall increase or decrease the cost of the work shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and the order signed by the Contractor, Architect (Engineer) and Owner.

Cost Breakdown: The Contractor shall provide all cost information requested by the Architect (Engineer) or Project Manager so that a Change may be processed.

30. HOLD HARMLESS:

The Contractor shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Board, its elected or appointed officials, employees, and agents from and against any and all claims, damages, losses and expenses including, but not limited to, attorney's fees arising out of or a result of the performance of this contract.

Such indemnification shall extend to all claims, demands, or liabilities occurring after completion of the project as well as during the progress of the work.

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31. WARRANTY:

All parts and labor must be covered by on-site warranty service and guaranteed against defective material, workmanship and failure to perform in accordance with the manufacturers' advertised performance criteria for a period of twenty-four (24) months after delivery (or installation, if installed by Contractor). All broken or defective parts not caused by misuse, accident or Board negligence, will be replaced at no cost including labor and transportation. All necessary machine adjustments occasioned by such defective parts will be made during the guaranteed period by the Contractor (or approved agent) without charge.

Contractors will respond to warranty service calls within three (3) work days after notification of a malfunction by the Owner unless an immediate response and repair is necessary to protect WCBOE equipment, property or interfere with normal operations. On-site warranty service or repairs will be completed within a period of five (5) work days after notification of a malfunction or loan equipment of equal quality will be furnished unless an immediate response is required. Loaners must have an identical configuration, including installation of Board-owned software, where applicable, to the equipment replaced. Contractors will be responsible for warranty service of all products for which they are the selected Contractors.

Warranty Agent, if different from the Contractor, must be identified in the proposal. The Contractor's and warranty agent's right to assignment is subject to Board approval prior to assignment.

32. USE OF COMPLETED PARTS OF THE WORK BEFORE ACCEPTANCE:

Whenever the work or any part thereof is in a condition suitable for use, and the best interest of the Board requires such use, the Board may take possession of, connect to, open for public use, or use the work or a part thereof. When so used, maintenance and repairs due to ordinary wear and tear or vandalism will be made at Board's expense. The use by the Board of the work or part thereof as contemplated in this section shall in no case be construed as constituting acceptance of the work or any part thereof. Such use shall neither relieve the Contractor of any of his responsibilities under the Contract nor act as a waiver by the Board of any of the conditions thereof. Contractor shall continue to maintain all insurance on the project.

33. CONTRACTOR'S GUARANTEE:

By offering a proposal, it is mutually understood and agreed between the Owner and Contractor that the bidder (Contractor):

- Certifies that materials used in the work conform to the Specifications contained herein.
- Guarantees his work against defects in materials and workmanship for a period of two (2) year from the date of final acceptance by the Board.
- Certifies that any and all liens for labor and materials used in this contract have been resolved or will be resolved, should they be filled, and that the Contractor shall settle any and all claims without annoyance to the Owner.
- Guarantees that he will comply with all federal, state, county, or city codes, laws, regulations, and ordinances appropriate to his service and has obtained and paid for any license, permit, or certificate required in the performance of his work.

34. PROTECTION OF WORK, STORED MATERIAL AND PROPERTY:

The Contractor shall be responsible for each operation and all work, both permanent and temporary. He shall protect his work and materials from damage and defacement of any kind including breakage,

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scratches, dents, stains, and deformation due to building operations, the action of the elements, the carelessness of other Contractors, vandalism, theft, or any other cause whatever, until the completion and acceptance of the job. Damaged material shall not be incorporated in the work. Any work or material damaged during the installation shall be repaired or replaced to the satisfaction of the Owner.

Should improper work of any trade be covered by another and damage or defects result, the whole work affected shall be made good to the satisfaction of the Architect and/or Project Manager without expense to the Board. The Contractor shall take whatever care is necessary to avoid damage to existing facilities or utilities to remain, whether on the Project or adjacent to it, and he shall be liable for any damage thereto or interruption of service due to his operations. If the Contractor encounters any facilities or utilities not shown on the drawing or reasonably inferable there from, he shall promptly notify the Architect and/or Project Manager about them, and he shall do no further work which may cause damage to same. If it is determined that some action needs to be taken regarding facilities not shown, the Contractor will be given directives on what action to take, and any additional cost to the Contractor incurred thereby will be handled by Change Order.

The property limits of the area of the Project are indicated on the drawings. Except for subsurface utility work and any other work specifically shown or noted, Contractor shall confine his operations within the limits of work indicated. The Contractor shall provide all shoring, bracing and underpinning and install and maintain all shoring, bracing and underpinning, etc., necessary to support properly the ground of adjacent property, streets, buildings, etc., that may be caused by building operations for this work, shall serve or cause to be served all legal notices to adjoining property owners that may be necessary for their protection, protect from damage all adjacent buildings, fences, landscaping, etc., and repair or replace any damaged in the course of work under the Contract.

35. DAMAGE:

The Contractor shall be held responsible for, and shall be required to make good at his own expense, any and all damages done or caused by him or his agent(s) in the execution of this contract.

36. USE OF ROADWAYS AND WALKWAYS:

The Contractor shall not unnecessarily interfere with use of any roadway, walkway or other facility for vehicular or pedestrian traffic, by any party entitled to use it. Wherever such interference becomes necessary for the proper and convenient performance of the work and no satisfactory detour route exists, the Contractor shall, before beginning the interference, provide a satisfactory detour, temporary bridge, or other proper facility for traffic to pass around or over the interference and shall maintain it in satisfactory condition as long as the interference continues, all without extra payment unless otherwise expressly stipulated in the special provisions of the Specifications.

37. EQUIPMENT TAGGING:

The Contractor shall plainly tag with an identification number all mechanical and electrical equipment and devices. The Contractor shall provide the Owner with diagrams which clearly indicate the exact location and identification number of each piece of equipment and device.

38. TESTING:

Materials, equipment, or other work requiring tests may be specified in the Contract Documents, and they shall be adequately identified and delivered to the site in ample time before intended use to allow for testing. If such materials, equipment or other work should be covered without required testing and approval, they shall be uncovered at the Contractor's expense, including any repairs or replacement

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resulting there from. The Contractor shall notify the Board and Architect (Engineer) and/or Project Manager when and where such materials, equipment or other work are ready for testing, and he shall bear the cost of making them available for testing. The Contractor shall notify the Board and Architect (Engineer) and/or Project Manager sufficiently before the need for testing so as to cause no delay in the work and, in any case, at least forty-eight (48) hours prior to the need for testing.

The cost of initial tests called for will be paid by the Board and will be performed by independent testing consultants retained by the Board. All other tests and inspections specified or otherwise required to substantiate compliance with specified requirements for quality of material or performance of operation shall be paid for by the Contractor. If retesting or additional testing is necessary because of substandard initial test results, the costs thereof shall be paid by the Contractor, including any repairs or replacement resulting there from.

If it is indicated that the Contractor knowingly furnished a product that did not meet the standard offered, the Board may, at its discretion, disqualify the Contractor from future bidding.

39. INSPECTION:

All materials, equipment and workmanship used in the work of the Project shall be subject to inspection or testing at all times and locations during construction and/or manufacture. The Board's authorized representatives and representatives of other agencies having authority over the work shall have access to the work for the above purposes at all reasonable times and locations. Any material or work found to be unsatisfactory or not according to the Contract Documents shall be replaced with the correct material or work and the defective items promptly removed, all at the Contractor's expense, when directed to do so by any of the persons having authority over the work. Inspection shall not relieve the Contractor from complying with the requirements of the Contract Documents.

Whenever required by the Board's authorized persons, the Contractor shall furnish all tools, labor and materials necessary to make an examination of work in place by uncovering the same. Should such work be found unsatisfactory, the cost of examination and reconstruction shall be paid by the Contractor. Should such work be found satisfactory, the cost of examination and reconstruction shall be paid by Change Order.

40. CLEANUP:

The Contractor shall keep the premises clean and free from accumulation of waste materials and rubbish. This clean-up shall be done on a daily basis to the satisfaction of the Project Manager. At the completion of the workday, the contractor shall remove all waste materials and rubbish from the premises at his expense. The Board's disposal containers shall not be available for use unless specifically authorized, in advance, by the Project Manager. The Contractor shall not locate on Board property any on-site waste or disposal containers unless specifically authorized, in advance, by the Project Manager. The Contractor shall remove all his tools, equipment, and surplus materials on a daily basis. Rubbish and debris shall be removed from the Project area and disposed of in a neat and legal manner. No burning of rubbish shall be allowed. The Contractor shall control dust on the site by sprinkling at whatever intervals are necessary to keep it laid down, and he shall take measures to prevent dust and debris from being accidentally transported outside the area of the work.

Final cleaning, such as sweeping, dusting, vacuuming, dry and wet mopping, polishing, sealing, waxing and other finish operations shall be required on newly installed work. At the time of acceptance, all marks, stains, fingerprints, dust, dirt, splattered paint and blemishes resulting from the various operations shall be removed throughout the building. Stair treads and risers shall be wet-mopped. Glass shall be left clean and polished both inside and outside. Plumbing fixtures and light fixtures shall be washed clean. Hardware and other unpainted metals shall be cleaned and all building papers and other temporary protections shall be removed throughout the building, or portion of the building where Contractor was involved, all to the satisfaction of the Architect (Engineer) and/or Project Manager.

GENERAL CONDITIONS

Finally, the exterior of the buildings, the play field, court streets and planting spaces shall be similarly clean and in good order.

41. OPERATION AND MAINTENANCE MANUALS:

Four (4) copies each of all maintenance instructions application/installation instructions and service manuals shall be provided by the Contractor. These shall be complete as to drawings, details, parts lists, performance data and other information that may be required for the Board to easily maintain and service the materials and equipment installed under this Contract. All manufacturers' application/installation instructions shall be given to the Project Manager at least ten (10) days prior to first material application or installation of the item. The maintenance instructions and manuals, along with any specified warranties, shall be delivered to the Architect (Engineer) and/or Project Manager. The Contractor or appropriate Subcontractors shall provide training to the Board's personnel in the operation and maintenance of the more complex equipment prior to final acceptance of the Project.

42. AS-BUILT DRAWINGS:

The Contractor and all his Subcontractors will maintain on the work site a separate complete set of contract drawings which will be used solely for the purpose of recording changes made in any portion of the work during the course of construction, regardless of the reason for the change. As changes occur, there will be included or marked on this record set on a daily basis if necessary to keep them up to date at all times. Actual locations to scale shall be identified on the drawings for all runs of mechanical and electrical work, including all site utilities, etc., installed underground, in walls, floors, and furred spaces, or otherwise concealed. Deviations from the drawings shall be shown in detail. All main runs, whether piping, conduit, duct work, drain lines, etc., shall be located in addition by dimension and elevation. Progress payments may be delayed or withheld until such time as the record set is brought up to date to the satisfaction of the Architect and/or Project Manager. The Contractor shall verify that all changes in the work are included in the "AS-BUILT" drawings and deliver the complete set thereof to the Architect (Engineer) and/or Project Manager for review and approval within thirty (30) calendar days after Board's Notice of Acceptance. Board's acceptance and approval of the "AS-BUILT" drawings are a necessary condition precedent to the release of the final retention.

43. PROJECT COMPLETION:

When the work to be performed under this Contract is complete, the Contractor shall notify the Architect (Engineer) and/or Project Manager, in writing, setting a date for inspection. Included in this inspection will be the Contractor and Subcontractor representatives for Fire Protection, Plumbing, HVAC, Electrical and all other sub-trades (as applicable). As a result of this inspection, the Architect and/or Project Manager will prepare a list of items (called "punch list") that are incomplete or not installed according to the Contract Documents. Failure to include items on this list does not relieve the Contractor from fulfilling all requirements of the Contract.

The Architect (Engineer) and/or Project Manager will promptly deliver the punch list to the Contractor and it will include a period of time by which the Contractor shall complete all items listed thereon. Final payment of retention will be made on completion of all items on the punch list, verified by a final inspection, and when all other Contract requirements have been satisfied.

44. TRENCHING OR OTHER EXCAVATIONS:

The contractor shall subcontract with an independent locating service company to detect and mark underground private utilities before any excavation work is performed.

GENERAL CONDITIONS

45. MISS UTILITIES CONTACT:

The contractor shall contact Miss Utilities "811" prior to any excavation.

46. NEW UNDERGROUND UTILITIES:

The Contractor shall provide a 6" underground warning tape with all underground utility installations.

End of General Conditions
(See APPENDIX A)

GENERAL CONDITIONS
APPENDIX A

ASBESTOS FREE WARRANTY

Owner: _____

Location of Building: _____

Name Of Building: _____

Date of Final Acceptance by Owner: _____

Know all men by these presents that we, _____
(Contractor, Subcontractor, Material Supplier or Equipment Manufacturer)

Having furnished labor, materials, equipment and/or supplies; warrant to Owner with respect to said work that no material containing asbestos fibers were incorporated into the work, and that, to our knowledge and belief, no material containing asbestos remain in or are covered by the work.

Exceptions: _____
If there are no exceptions, state "No Exceptions" here.

IN WITNESS WHEREOF, we have caused this instrument to be duly executed,

this ____ day of _____, 20 ____.

WITNESS:

Company:

By:

Notary Public:

SUPPLEMENTARY CONDITIONS

1. **INTENT:** These Conditions and Specifications are intended to cover Telecommunication System Maintenance Contract Agreement type projects work at various School system properties and facilities for the Board of Education of Wicomico County, Maryland. The successful Contractor is to provide labor, material, freight, equipment and supervision as necessary to successfully perform this contract.
2. **PERIOD OF CONTRACT:**
 - A. The contract period shall be for approximately two years beginning upon award and remaining in full force and effect until August 31, 2013, unless terminated by the Board.
 - B. The Board has the right to renew this contract for four (4) periods of one (1) year.
 - C. Notification in writing will be issued by the Board at the end of each contract period. (Price adjustments must be approved by the Board of Education of Wicomico County Purchasing Department as outlined in these Bidding Documents.)
3. **QUANTITIES:** The quantities given are intended only as a guide. The Board does not obligate itself to purchase the full quantities indicated, even so, the entire amount of any discount offered must be allowed whether or not the purchases are less than the full quantities indicated. The Board's requirements may exceed the quantities shown and the successful Contractor shall be obligated to fulfill all requirements as shown on the purchase orders whose mailing dates fall within the contract period.
4. **PRE-BID CONFERENCE:** There will not be a Pre-bid Conference for this contract.
5. **VISITATION OF SITE: NOT APPLICABLE**
6. **TECHNICAL QUESTIONS:** The bidder may contact the Mr. Joe Vignale, Project Manager (410-677-4509) to discuss these specifications prior to making a proposal.
7. **BONDING REQUIREMENTS:** Contractor must be bondable as may be required for any single Board of Education of Wicomico County project up to \$100,000. The Bidder shall provide a letter from a Surety, underwriting the Contractor's bond certifying their listing with the U.S. Treasury and their A.M. Best company rating.
8. **CONSTRUCTION SCHEDULE:** Work shall be scheduled and accomplished in such a way as to allow the normal school operation.
9. **BIDDING DOCUMENTS:** The Bidding Documents consist of the following:
 - 00030 – NOTICE TO BIDDERS
 - 00090 – INSTRUCTION TO BIDDERS
 - 00100 – GENERAL CONDITIONS
 - 00110 – SUPPLEMENTARY CONDITIONS
 - 00300 – FORM OF PROPOSAL–TECHNICAL
 - 00305 – FORM OF PROPOSAL –PRICE
 - 00310 – BID/PROPOSAL AFFIDAVIT
 - 01000 – SPECIFICATION – MAINTENANCE CONTRACT AGREEMENT
 - 01010 – SPECIFICATION –JOB ORDER CONTRACT
10. **METHOD OF PROPOSAL:** Proposals must be submitted on the basis of Lump Sum Annual Rate, Hourly Wage Rates and Discount from List Manufacturer's Price. All prices quoted shall be FOB destination and will include all tools, travel expenses, supervision, and delivery costs. Prices shall also contain all other costs required to comply with these Bidding Documents. Prices quoted shall not include Federal Excise or State Sales and Use taxes, or any other taxes from which the Board is exempt. Exemption certificates will be furnished upon request. Proposals shall not be withdrawn or altered for a period of ninety (90) days after the opening thereof. One copy of the

SUPPLEMENTARY CONDITIONS

Specifications is being furnished; only the signed Form of Proposal with documentation and appropriate attachments is to be returned as an offer.

11. **BASIS OF AWARDING:** The Board reserves the right to reject any or all offers and waive formalities, informalities and technicalities in any offer. In awarding the contract, consideration will be given to any previous performance for the Board as to the quality of service and merchandise and with regard to Contractor's ability to perform, should he be awarded the contract. The Board reserves the right to accept that offer which, in its judgment, best serves the interests of the Board, without regard to the same being the lowest offer.
12. **MULTIPLE AWARDS:**

The Board of Education of Wicomico County may award this contract to more than one contractor in order to assure Contractor availability.

The Board of Education of Wicomico County may award a job order contract to a primary Contractor and two secondary Contractors. On most projects the primary contractor will have the first opportunity to submit a proposal for a specific project.

If the Board of Education of Wicomico County requirements cannot be satisfied by the primary Contractor, the Board of Education of Wicomico County reserves the right to move to the secondary Contractors to secure the work.
13. **LIQUIDATED DAMAGES: NOT APPLICABLE**
14. **TERMINATION:**
 - A. **Breach:** Should Contractor fail to fulfill in a timely and proper manner its obligations under this contract or if it should violate any of the terms of this contract, the Board of Education of Wicomico County shall have the right to immediately terminate the contract. Such termination shall not relieve Contractor of any liability to the Board of Education of Wicomico County for damages sustained by virtue of any breach by Contractor.
 - B. **Funding:** Should funding for this contract be discontinued, the Board of Education of Wicomico County shall have the right to terminate the contract immediately upon written notice to Contractor.
 - C. **Notice:** The Board of Education of Wicomico County may terminate this contract at any time upon thirty (30) days written notice to Contractor.
15. **PREVAILING WAGE RATE:** Prevailing Wage Rates are not applicable to this project per the State of Maryland State Finance and Procurement Article, Section 17.201.
16. **PIGGYBACKING:** The Board may offer, upon request, to any public education agency; any governmental, non-profit entity within Eastern Shore of Maryland, a chance to purchase any and all items on this proposal. The successful supplier is expected to honor all the Terms and Conditions of this Contract for purchase orders from these agencies. The Board of Education of Wicomico County assumes no obligation on behalf of any of these organizations.
17. **BIDDER QUALIFICATIONS AND REFERENCES:**
 - A. Bidder and sub-contractors of Bidder shall hold licenses required by the State of Maryland executing the work being bid. Bidder must have at least five (5) years of successful contracting experience in the type of work involved in this project, and must have successfully performed work similar in scope to the work proposed in this project, and with industrial/commercial projects.

SUPPLEMENTARY CONDITIONS

- B. Bidder shall have been in business under the present company name for a minimum of five (5) years and shall not have been declared in default on any construction contract within that time.
 - C. Bidder must have and show evidence of having equipment, tools, experience, training and insurance to provide low voltage maintenance service and repairs to telecommunications, security and other low voltage systems.
 - D. Bidder's dispatching office shall be within a 50 mile radius of the Board of Education of Wicomico County offices.
 - E. As part of the proposal the Bidder shall submit proof of having successfully completed at least three (3) projects in the last five (5) years of similar size, scope of improvements, and value.
 - F. Evidence of Bidder's qualifications and at least three (3) references shall be submitted with the Form of Proposal. Failure to include this information may result in the bid being declared non-responsive.
 - G. Bidder's Superintendent shall be a full time benefited employee of the Bidder for at least two (2) years and have at least ten (10) years construction experience which shall include at least five (5) years of experience as a Superintendent on at least three (3) projects of similar scope and complexity as this project.
 - H. Bidder's Project Manager shall be a full time benefited employee of the Bidder and have at least five (5) years construction experience which shall include at least three (3) years of experience as a Project Manager on at least three (3) projects of similar scope and complexity as this project with the company.
18. CONTRACTOR QUALIFICATION:
- A. The Contractor shall be licensed in the State of Maryland to provide the Maintenance Contract Agreement (MCA) services.
 - B. The Contractor shall have at least three years experience with all systems covered by the MCA.
 - C. The Contractor shall be a Factory Authorized dealer for all systems covered by the MCA.
 - D. The Contractor shall be a Factory Authorized Warranty Agent for all systems covered by the MCA.
 - E. Proof of the Contractor's qualifications shall be provided with the Technical Form of Proposal. Failure to provide necessary documentation may result in the proposal being determined non-responsive.
 - F. The contractor shall show satisfactory evidence, upon request, that he maintains a fully equipped service organization capable of furnishing adequate inspection and service to the system. The contractor shall maintain at his facility the necessary spare parts in the proper proportion as recommended by the manufacturer to maintain and service the equipment being supplied. A separate disk shall be kept in the Contractor's file that includes all of the programming information for each school.
 - G. In order to assure full compliance with all codes and regulations, the installing Contractor shall have on its regular staff a Master Electrician licensed within the jurisdiction in which the installation occurs.
 - H. Factory Authorized Service Availability: For services requiring factory authorized certification, the Contractor shall have and maintain a local factory authorized service center within 50 miles of the Board of Education of Wicomico County central office. The service center shall be capable of supplying and installing parts and trouble-shooting, repairing and maintaining the materials and systems
19. CONTRACTOR'S PERSONNEL QUALIFICATION:
- A. All service technicians provided by the contractor shall be factory or dealer trained to perform the necessary repairs for the MCA systems they are assigned to service.
 - B. All service technicians provided by the contractor shall have a minimum of three (3) years experience servicing the MCA systems they are assigned to service.
 - C. All service technicians provided by the contractor shall have an in-depth knowledge of the

SUPPLEMENTARY CONDITIONS

- MCA systems and the logistics of Board of Education of Wicomico County.
- D. The service technician shall be certified and experienced on EON telephones, voice mail, call accounting and Tapit program.
 - E. The service technician shall be trained and experienced on Rauland Telecenter 5, Video and Media Retrieval systems (including bulletin boards and program clocks).
 - F. The service technician shall be trained and experienced on Aurora video multiplexor systems coupled with Blonder-Tongue radio frequency processors.
 - G. The service technician shall be trained and experienced with sound reinforcement equipment.
 - H. Proof of the Contractor's personnel qualifications shall be provided with the Technical Form of Proposal. Failure to provide necessary documentation may result in the proposal being determined non-responsive.
 - I. The service technician shall be trained, certified, and experienced on Vicon Video Surveillance Camera System, Continental Instruments Access Control and associated integrated security systems and software.
20. SUB-CONTRACTS, "INDEPENDENT CONTRACTORS" AND TEMPORARY LABOR:
- A. The "Prime Trade" activities provided by the successful Contractor shall be "Self-Performed" by full time benefited employees of the Contractor.
 - B. The use of "Sub-Contractors", "Independent Contractors" and "Temporary Labor" shall be less than 10% of the workforce for the "Prime Trade".
 - C. The use of "Sub-Contractors and "Independent Contractors" is allowable for non-"Sub-Trade" activities.
 - D. The "Prime Trade" for this contract is Telecommunications.

END SPECIAL CONDITIONS

TECHNICAL FORM OF PROPOSAL
(DO NOT INCLUDE PRICING INFORMATION IN THIS ENVELOPE)

Board of Education of Wicomico County
P O Box 1538
Salisbury, MD 21802-1538

Gentlemen:

We have examined and understand the Conditions and Specifications for the furnishing, delivering and installation of Telecommunication System Maintenance Contract Agreement (MCA) to Schools in Wicomico County.

We agree to furnish and deliver those items for which our bid is accepted, in compliance with the terms conditions, and specifications contained therein, at the prices set opposite each item on the attached proposal sheets.

This offer is binding and cannot be withdrawn until 90 days from opening.

Company

Address

Date

Signature of Official

Telephone Number

(Printed) Name of Official

Fax Number

Title of Official

E-Mail

Taxpayer I.D. Number

(Please include W-9)

Include the following documents with the Technical Form of Proposal:

1. Bid/Proposal Affidavit
2. Contractor's Qualifications Technician
3. Qualifications Contractor's and technician's qualification documentation should be concise and complete.
4. DO NOT INCLUDE PRICING INFORMATION WITH THE TECHNICAL FORM OF PROPOSAL.

PRICE FORM OF PROPOSAL
(PROVIDE IN SEPARATE SEALED ENVELOPE)

Board of Education of Wicomico County
P O Box 1538
Salisbury, MD 21802-1538

Gentlemen:

We have examined and understand the Conditions and Specifications for the furnishing, delivering and installation of Telecommunication System Maintenance Contract Agreement (MCA) to Schools in Wicomico County.

We agree to furnish and deliver those items for which our bid is accepted, in compliance with the terms conditions, and specifications contained therein, at the prices set opposite each item on the attached proposal sheets.

This offer is binding and cannot be withdrawn until 90 days from opening.

Company _____

Signature of Official

(Printed) Name of Official

Date

PRICE FORM OF PROPOSAL

1. ANNUAL MAINTENANCE CONTRACT AGREEMENT:

(MCA shall be paid by Board of Education of Wicomico County quarterly, in advance, upon invoicing by Contractor.)

YEAR 1 – Award through August 31, 2012:

WRITTEN

NUMERIC

YEAR 2 – September 1, 2012 through August 31, 2013:

WRITTEN

NUMERIC

YEAR 3 – September 1, 2013 through August 31, 2014:

WRITTEN

NUMERIC

YEAR 4 – September 1, 2014 through August 31, 2015:

WRITTEN

NUMERIC

YEAR 5 – September 1, 2015 through August 31, 2016:

WRITTEN

NUMERIC

In case of discrepancy between written price and numeric price, the written price will prevail.

2. PROVIDE A LABOR RATE SCHEDULE FOR THE VARIOUS EMPLOYEE CLASSIFICATIONS. INCLUDE REGULAR, OVERTIME AND HOLIDAY RATE SCHEDULES. These rates shall be for one employee, on-site working, inclusive of all overhead and profit, insurance, taxes, supervision, travel expenses to and from the job site, paperwork, salary, small tools, and associated costs. Labor rate shall only apply to actual productive time on-site. All travel time to and from the site and break time shall be included in the rate and shall not be part of the hours charged.)
- Technician
 - Technician Helper
 - Laborer
 - Project Manager

REGULAR HOURS:

Regular Hourly Labor Rates for EACH of the above employee classifications:
Monday thru Friday 7:00 am to 5:00 pm

	Hourly Rate 2011-2012	Hourly Rate 2012-2013	Hourly Rate 2013-2014	Hourly Rate 2014-2015	Hourly Rate 2015-2016
TECHNICIAN	\$	\$	\$	\$	\$
PROJECT MANAGER/SUPERVISOR	\$	\$	\$	\$	\$
TECHNICIAN HELPER	\$	\$	\$	\$	\$
LABORER	\$	\$	\$	\$	\$

After-Hour Hourly Labor Rates for EACH of the above employee classifications:

(*) – Use of these After –Hour Labor Rates must be pre-approved by the Project Manager.

	Hourly Rate 2011-2012	Hourly Rate 2012-2013	Hourly Rate 2013-2014	Hourly Rate 2014-2015	Hourly Rate 2015-2016
TECHNICIAN	\$	\$	\$	\$	\$
PROJECT MANAGER/SUPERVISOR	\$	\$	\$	\$	\$
TECHNICIAN HELPER	\$	\$	\$	\$	\$
LABORER	\$	\$	\$	\$	\$

3. PROVIDE ANY ADDITIONAL INFORMATION THAT IS NECESSARY FOR THE BOARD OF EDUCATION OF WICOMICO COUNTY TO UTILIZE YOUR SERVICES.
4. PROVIDE PERCENTAGE MARGIN ON SUB-CONTRACTOR ACTUAL COST QUOTED.

_____ %

5. PROVIDE PERCENTAGE MARGIN ON MATERIALS ON THE ACTUAL COST QUOTED.

_____ %

6. PROVIDE PERCENTAGE MARGIN ON RENTAL EQUIPMENT ON THE ACTUAL COST QUOTED.

_____ %

7. PROVIDE LIST OF ALL SUB-CONTRACTORS, INCLUDING COMPANY NAME, ADDRESS, AND TRADE RESPONSIBILITY.

BID/PROPOSAL AFFIDAVIT

A. (ANTI-BRIBERY AFFIRMATION). I HEREBY CERTIFY THAT

1. I am the (title) _____ and the duly authorized representative of the firm of _____ 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, information, and belief, the above firm, nor any of its officers, directors, or partners, nor 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 has been convicted of, or has pleaded nolo contendere to a charge of, or has during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions committed after July 1, 1977, which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any State or Federal Government.
3. State "none" or, as appropriate, list any conviction, plea or admission described in paragraph (2) above, with the date; court, official or administrative body, and the sentence or disposition, if any:

4. I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer, and may be furnished to the Board of Public Works and the Attorney General pursuant to Sections 16-201, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the State may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this Affidavit in compliance with Section 16-201 through 16-208 of the State Finance Procurement Article of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

B. (NON-COLLUSION AFFIRMATION). I HEREBY FURTHER AFFIRM THAT neither I nor, to the best of my knowledge, information and belief, the above firm nor any of its other representatives I here represent has:

1. Agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith;
2. In any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the bidder or offeror herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for which the within bid or offer is submitted.

C. (PROCUREMENT AFFIRMATION). I HEREBY FURTHER AFFIRM THAT

1. Neither the above business nor, to the best of my knowledge, information and belief, any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business has in the past five (5) years:
 - a. been convicted under State or Federal statute of a criminal offense incident to obtaining or attempting to obtain or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
 - b. been found civilly liable under State or Federal anti-trust statutes for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
 - c. been convicted of any violation of a State or Federal anti-trust statute;
 - d. been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organizations Act, 18 USC 1961 ET SEQ.;
 - e. the Mail Fraud Act, 18 USC 1341 et seq., for acts arising out of the submission of bids or proposals for a public or private contract;
 - f. been criminally convicted of conspiring to commit any act or omission that would constitute grounds for conviction or liability under any statute described in sub-section (1) a., b., c., d., or e. above; or g. admitted in writing or under oath during the course of an official investigation or other proceeding acts or omissions that

BID/PROPOSAL AFFIDAVIT

would constitute grounds for conviction or liability under any statute described above. Also the undersigned vendor was not founded or established or is not operated in a manner designed to evade the application or defeat the purpose of the Debarment Regulations, COMAR 21.08; is not currently suspended or debarred pursuant to COMAR 21.08 or by the action of any other public entity; and is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business.

2. a. If the affirmation described in subsection (1) cannot be given, and debarment proceedings have not been instituted against the business pursuant to COMAR 21.08, indicate the reasons why the affirmation cannot be given, including any conviction or admission described in subsection (1) above, with the date, court and sentence or disposition, if any; the name(s) if the person(s) involved, and their current positions and responsibilities with the business; the activity specified in COMAR 21.08 in which each person was involved; and the details of the person's participation in the activity, including the name(s) of an entity involved and the person's positions and responsibilities with the entity. (Attach additional sheets as necessary.)
-

- b. If the affirmation described in subsection (1) cannot be given, and debarment proceedings have been instituted against the business pursuant to COMAR 21.08, indicate the status of such proceedings.
-

D. (FINANCIAL DISCLOSURE AFFIRMATION). I FURTHER DECLARE AND AFFIRM THAT I am aware of and that the above firm will comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the 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 during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

E. (POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION). I FURTHER DECLARE AND AFFIRM THAT I am aware of and that the above firm will comply with the provisions of Article 33, Sections 30-1 through 30-4 of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland or a political subdivision of the State, including its agencies, 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.

F. (DRUG AND ALCOHOL FREE WORKPLACE). I FURTHER DECLARE AND AFFIRM as follows:

1. Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.
2. By submission of its bid or offer, the vendor, if other than an individual, certifies and agrees that, with respect to it employees to be employed under a contract resulting from this solicitation, the vendor shall:
 - a. maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - b. publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession or use of drugs, and the abuse of drugs or alcohol is prohibited in the vendor's workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - c. prohibit its Employees from working under the influence of drugs or alcohol;
 - d. not hire or assign to work on the contract anyone whom the vendor knows, or in the exercise of due diligence should know currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - e. promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the vendor has observed the violation or otherwise has reliable information that a violation has occurred;
 - f. establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) the dangers of drug and alcohol abuse in the workplace,
 - (ii) the vendor's policy of maintaining a drug and alcohol free workplace,
 - (iii) any available drug and alcohol counseling, rehabilitation, and employee assistance programs, and
 - (iv) the penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

BID/PROPOSAL AFFIDAVIT

- g. provide all employees engaged in the performance of the contract with a copy of the statement required by F.2.b., above;
 - h. notify its employees in the statement required by F.(2)b. above, that as a condition of continued employment on the contract, the employee shall:
 - (i) abide by the terms of the statement, and
 - (ii) notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
 - i. notify the procurement officer within 10 days after receiving notice under F.(2)h.(ii) above, or otherwise receiving actual notice of a conviction;
 - j. within 30 days after receiving notice under F.(2)h.(ii) above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) take appropriate personnel action against an employee, up to and including termination, or
 - (ii) require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
 - k. make a good faith effort to maintain a drug and alcohol free workplace through implementation of F.2.a. - j. above.
3. If the vendor is an individual, the individual shall certify and agree, as set forth in F.(4) below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
4. I acknowledge and agree that:
- a. The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
 - b. The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 OR 21.07.03.15, as applicable; and
 - c. The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in the vendor's suspension and debarment under COMAR 21.08.06.

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of:

- a. the State of Maryland;
- b. counties or other subdivisions of the State of Maryland;
- c. other states; and
- d. the Federal Government.

I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland in respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above firm in respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND 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)

(Affiant)

SPECIFICATIONS MAINTENANCE CONTRACT AGREEMENT

1. **TECHNICAL QUESTIONS:** The bidder may contact Mr. Joe Vignale, (410-677-4509) to discuss these specifications prior to making a proposal.
2. **SITE VISITATIONS:** The bidder may contact Mr. Joe Vignale, (410-677-4509) to make an appointment for a site visitation.
3. **MAINTENANCE CONTRACT AGREEMENT (MCA):** The MCA shall include the following:
 - a. The Contractor shall provide labor for coved services at all the Board of Education of Wicomico County facilities at no additional cost during Normal Business Hours.
 - b. The Contractor shall provide labor for all Telecommunication Systems included in the contract.
 - c. The Contractor shall provide all preventative maintenance, on-call service, software updates and corrective repairs on all components of the telecommunication system as may be necessary to assure system reliability and to optimize the performance for the Virtual Private Network, Voice Communication, Public Address and Media Retrieval systems at all the Board of Education of Wicomico County facilities. Contractor shall provide only approved materials.
4. **HOURS OF OPERATION:**
 - a. Normal Business Hours are Monday through Friday 7 a.m. to 5:00 p.m.
 - b. Weekends and Holidays are not Normal Business Hours.
 - c. Holidays shall be established at the beginning of each contract period. Current Holidays are as follows: New Year's Day, Good Friday, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas.
5. **RESPONSE TIME:**
 - a. The Contractor shall provide a normal response time for service within four (4) hours after receiving a call for non-emergency service calls on Monday through Friday.
 - b. The Contractor shall respond within two (2) hours to an emergency call for service.
 - c. An "emergency" call for service shall include a complete failure of one or more telephone system site or other similar major disruption to a MCA system.
6. **TELECOMMUNICATION SYSTEMS:** The following systems are included in the MCA:
 - a. RaulandTelecenter Intercom Systems,
 - b. Eon (Cortelco) Telephone Systems,
 - c. Sound Reinforcement (public address) Systems,
 - d. RaulandTelecenter Media Retrieval Systems/Program Clock / Bulletin Board Systems
 - e. Video Distribution Systems,
 - f. Plain Old Telephone System (POTS) Lines and Centrex Services (The Contractor is responsible for confirmation of operability only.), and

SPECIFICATIONS MAINTENANCE CONTRACT AGREEMENT

- g. Various T-1 (Point-to-Point) and Fiber (Point-to-Point) WAN. (The Contractor is responsible for confirmation of operability only.)
- h. The Contractor shall serve as an Agent for the Board of Education of Wicomico County by contacting the various telecommunication services providers responsible for maintaining operability of the T1's or fiber connections.
- i. Video Projector repairs are not included in the MCA. However, the Contractor shall be responsible for removing the Video Projector, return to manufacturer for repair, and install the factory repaired Video Projector upon completion of the repair. (The Board of Education of Wicomico County may provide "loaner" equipment to be installed by the Contractor to provide continuous availability of the Video Projector to the Board of Education of Wicomico County facility.) Video Projector lamp replacement is not included in the MCA.
- j. Telecommunications Systems include security systems, inclusive of Vicon Video Surveillance Systems, Continental Instruments Access Control, door entry intercom, building alarm systems and other integrated building systems tied into the security systems.

7. REPAIRS:

- a. The Contractor shall provide both warranty and non-warranty repairs for all covered MCA Systems and equipment.
- b. The Contractor shall be responsible for procuring all repair parts.
- c. The Contractor shall invoice the Board of Education of Wicomico County for all non-warranty parts.
- d. The Contractor shall advise the Board of Education of Wicomico County Project Manager if repair parts are not readily available.
- e. The Contractor shall advise the Board of Education of Wicomico County of any repair parts that should be "on-hand". "On hand" parts could include critical or long lead time parts.
- f. The Board of Education of Wicomico County may choose to procure, and provide to the Contractor, repair parts that are available to the Board of Education of Wicomico County under other contracts.

8. REPORTS: The Contractor shall provide the following general services during each visit to any Board of Education of Wicomico County facility:

- a. **RECOMMENDED ACTION REPORT:** Report all items requiring further attention (on the service report) to the Board of Education of Wicomico County Project Manager.
- b. **POST SERVICE REPORT:** A service report detailing the work that was completed during the visit with the start & stop times the contractor was on site.
- c. **PREVENTATIVE MAINTENANCE REPORT:** Provide an inspection, completely review the existing systems and prepare a preventive maintenance report including, its installed software & updates, existing system status, notification of any deficiencies, or necessary upgrades, recommended parts and dates for replacement, and estimate for repairs.
- d. **RECOMMENDED IMPROVEMENT REPORT:** Provide recommendations for systems improvements and enhancements to improve system reliability and operation.

SPECIFICATIONS
MAINTENANCE CONTRACT AGREEMENT

- e. INVENTORY REPORT: Provide a report detailing the recommended parts, quantities and inventory. Assist the Board of Education of Wicomico County with inventory management for products and spare parts. Prepare detailed inventory of existing spare parts and a recommended list of parts to obtain.
- f. USAGE REPORT: The Contractor shall prepare and furnish a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the Board of Education of Wicomico County and shall disclose the quantity and dollar value of each contract item by individual unit.

END OF SECTION

SPECIFICATIONS JOB ORDER CONTRACT

1. SERVICES under this contract will be for miscellaneous Telecommunication System Maintenance Service contract and related various projects on an as-needed job-specific basis.

The Board of Education of Wicomico County (WCBE) will provide a scope or outline of the required services for an individual work effort to be assigned to the Contractor. The Contractor will, within a reasonable time (not in excess of seven (7) working days) provide a written proposal which shall include a description of the services to be provided, a complete cost breakdown and proposed time for completion. Once the scope of services and schedule are negotiated, reviewed and agreed upon, the Board of Education of Wicomico County will issue a purchase order. The purchase order will include all terms and conditions, time for completion and other agreements related to the specific project.

2. BILLABLE LABOR RATES: The Billable Labor Rates shall include all small tools, taxes, insurances, supervision, overhead, profit, travel costs, etc. The billable labor hours shall only be allowed for production time spent on-site. The successful Contractor(s) shall invoice the Board at these labor rates for each project completed under this contract. The Board of Education of Wicomico County's Project Manager and the successful Contractor shall establish the number of hours per project PRIOR to the start of each project.
3. The successful Contractor(s) will be required to obtain all necessary pricing from suppliers and sub-contractors. Minimums of two quote(s) are required. Suppliers and sub-contractors may be selected by the Board of Education of Wicomico County. Full disclosure of all proposals/quotes may be required for review by the Board of Education of Wicomico County.

The owner reserves the right to purchase material directly from a supplier when practicable. Contractor will supply material list.

4. SUBCONTRACTOR MARGIN: The successful Contractor(s) shall invoice the Board of Education of Wicomico County the actual cost plus the quoted percentage. The Board of Education of Wicomico County's Project Manager and the successful Contractor(s) shall create a per-project (Form of Proposal) as outlined in Appendix A of this bid for each project PRIOR to the start of each project. This proposal shall be approved by the Board of Education of Wicomico County's Project Manager. COPIES OF INVOICES MAY BE REQUESTED BY THE BOARD OF EDUCATION OF WICOMICO COUNTY PROJECT MANAGER OR THE COMPTROLLER.
5. MISCELLANEOUS MATERIALS MARGIN: The successful Contractor shall invoice the Board of Education of Wicomico County the actual cost plus the quoted percentage. The Board of Education of Wicomico County's Project Manager and the successful Contractor(s) shall create a per-project (Form of Proposal) as outlined in Appendix A of this bid for each project PRIOR to the start of each project. This proposal shall be approved by the Board of Education of Wicomico County's Project Manager. COPIES OF INVOICES MAY BE REQUESTED BY THE BOARD OF EDUCATION OF WICOMICO COUNTY PROJECT MANAGER OR THE COMPTROLLER.
6. RENTAL EQUIPMENT MARGIN: The successful Contractor shall invoice the Board of Education of Wicomico County the actual cost plus the quoted percentage. The Board of Education of Wicomico County's Project Manager and the successful Contractor(s) shall create a per-project (Form of Proposal) as outlined in Appendix A of this bid for each project PRIOR to the start of each project. This proposal shall be approved by the Board of Education of Wicomico County's Project Manager. COPIES OF INVOICES MAY BE REQUESTED BY THE BOARD OF EDUCATION OF WICOMICO COUNTY PROJECT MANAGER OR THE COMPTROLLER.
7. DETERMINATION OF AWARD: The successful Contractor(s) will be determined by applying bid rates to a pre-defined sample project. The sample project outline will be designed in advance by the WCBE.