



PROPOSAL

Fire, Security, Data & Sound System Integration

9176 Red Branch Road • Columbia, Maryland 21045 • (410) 997-0188 • (301) 621-5736 • FAX: (410) 997-1191

Date: 6-3-22

Dorchester County Public Schools
700 Glasgow Street
Cambridge, Md 21613

Attention: Mr. Chris Hauge

Phone Number: 410 221 1111

E-mail haugec@dcpsmd.org

RE: New Directions Learning Academy / Card Access

ARK Systems, Inc. proposes:

ARK Systems, Inc. would like to thank you for the opportunity to submit a proposal for the provision and installation of door locking devices, card readers, and associated wiring and reader licenses. ARK shall utilize all existing locks and wiring if found to be in proper operation. Any door not previously equipped with electronic locks shall receive new. All doors being added shall be connected to a new door controller, this controller shall connect to the Board of Education network switches, and access control rights and door configurations shall be completed by the administrator at the Board of Education. Additional reader licenses for the card reader at this location shall be added to the access control server located at the Board of education administration building. The bus lot personnel gates shall be equipped with magnetic locks, card readers to enter lot, and request to exit buttons to open gate from the interior. Local power will be taken from the breaker panel located outside the gate, the access control equipment shall be housed in an environmentally controlled cabinet at the breaker panel location. Communications between the environmental enclosure and the school shall be achieved by utilizing a wireless Ethernet connection.

Doors to be connected shall be at the following locations:

New Directions learning center: ((13) thirteen readers installed on (7) Seven doors and (2) Two gates

One (1) front door card reader (existing lock)

One (1) office door (New Lock)

Four Sets of Read in / Read Out doors (8) eight readers (existing locks)

One (1) Maintenance Entrance reader (existing Lock)

Two (2) Exterior personnel gates New (Locks) Wireless connected

This bid proposal is conditioned on the following assumptions, exclusions and attached terms and conditions notwithstanding anything contrary in the request for proposals or the plans and specifications for the project:

Assumptions

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- All work, including testing, to be performed Monday through Friday from 7:00 AM - 3:30 PM unless otherwise indicated on the bid proposal. This may include noisemaking activities, such as hammer drilling, sounding of audible devices, etc.
- ARK Systems shall have access to the elevator and loading docks during normal working hours for material handling.

Exclusions

- Patching and painting
- Inspection fees or additional work required by local officials during permit review and final inspection
- Floor plan drawings
- Special finishes
- Professional engineer's stamp
- Fire or security watch services
- Bonds
- Insurance beyond coverage within ARK Systems' Certificate of Insurance
- Asbestos removal
- Extraordinary EPA, safety, or hazardous requirements.

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Terms and Conditions

1. **Contract Documents.** No terms and conditions or other document that Owner includes by reference in the contract shall be binding on ARK Systems, Inc unless a copy of any such terms and conditions or document has been furnished to ARK Systems, Inc prior to execution of the contract, and unless expressly accepted in a writing signed by ARK Systems, Inc.
2. **Warranty.** Notwithstanding any higher standard stated elsewhere, ARK Systems, Inc. work shall be executed in substantial compliance with the Contract Documents, in a good and workmanlike manner and free of defect not inherent in the design or specified materials. This warranty excludes any remedy for damages or defects caused by ordinary wear and tear, improper or insufficient maintenance, abuse, or modifications performed by others. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. This warranty shall not be extended by corrective work performed by ARK Systems, Inc. This and any other contractor warranties arising out of ARK Systems, Inc. work shall be for a period of one year from the date of substantial completion of ARK Systems, Inc work or substantial use of Contractor's material, or the issuance of a certificate of occupancy, whichever comes first, unless otherwise specifically agreed in a writing signed by ARK Systems, Inc.
3. **Design Delegation.** Any design services provided by ARK Systems, Inc will be reviewed by the Architect/Engineer (If applicable) responsible for the overall project to assure that the design will be acceptable when integrated with the entire work. Owner is entitled to rely on the accuracy and completeness of design services or certifications provided by ARK Systems, Inc only to the extent that design responsibility for a particular part of the Work is specifically delegated to ARK Systems, Inc. by agreement in writing and all design and performance criteria are furnished to ARK Systems, Inc by the Owner.
4. **Project Schedule.** Any modification of the project schedule differing from the bid schedule shall allow ARK Systems, Inc a reasonable time to complete work in an efficient manner. ARK Systems, Inc shall be entitled to an equitable adjustment in the price of the work, including but not limited to any increased costs of labor, supervision, equipment or materials, and reasonable overhead and profit, for any change of schedule, acceleration, out of sequence work or delays not caused by ARK Systems, Inc., its sub-subcontractors, their employees or others for whose acts they may be liable. ARK Systems, Inc shall not be required to commence or continue work unless sufficient areas are ready to ensure continuous work.
5. **Contractor Claims.** ARK Systems, Inc shall be entitled to an equitable adjustment of the schedule and of its compensation, including reasonable overhead and profit, for any extra work it performs pursuant to written or verbal instructions of Owner, provided that ARK Systems, Inc gives the Owner advance, written notice stating the date, circumstances, and source of the instructions, and that ARK Systems, Inc regards the instructions as a change to the Scope of Work. Under no circumstances does ARK Systems, Inc waive its right to payment for extra work performed by ARK Systems, Inc pursuant to instructions from the Owner.
6. **Retainage.** All retainage withheld from ARK Systems, Inc progress payments shall be released within 30 days after substantial completion of work, less the reasonable value of uncompleted work. Owner shall pay ARK Systems, Inc from the amount withheld for uncompleted work on a monthly basis as each item of work is completed.
7. **Payment.** No provision of this Contract shall serve to deny ARK Systems, Inc entitlement to full payment each calendar month for properly performed work or suitably stored materials. Interest shall become due and payable on any subcontractor billing that remains unpaid after the payment due date. The rate of interest shall be per the terms of ARK Systems, Inc credit policy. Should ARK Systems, Inc payment be delayed because Owner fails to make timely payment of amounts certified and approved or because Owner declines to approve or certify payment for reasons not the fault of or directly related to ARK Systems, Inc. work, then ARK Systems, Inc may suspend work after notice to Owner of the intent to suspend and the date of intended suspension. Should work be thereafter suspended for at least 21 days, ARK Systems, Inc may terminate this Contract upon written notice of termination to Owner. If work is suspended and afterward resumed remobilization charges will apply (if applicable).
8. **Temporary Site Facilities.** Owner shall supply all temporary site facilities and utilities without cost to ARK Systems, Inc unless specifically agreed in writing.
9. **Contractor Waivers.** Any form or contract language wherein ARK Systems, Inc. purports to release the Owner or Design Professional is hereby qualified by the following language whether or not ARK Systems, Inc specifically adds the language: "This release shall apply only to work for which payment has been received in full by ARK Systems, Inc shall not apply to retention; shall not apply to unbilled changes, to claims which have been asserted in writing or which have not yet become known to ARK Systems, Inc.; and shall be conditional upon receipt of funds to ARK Systems, Inc account."
10. **Hold Harmless Restriction.** Any indemnification or hold harmless obligation of ARK Systems, Inc shall extend only to claims relating to bodily injury and property damage and then only to that part or proportion of any claim, damage, loss or defect that results from the negligence or intentional act of ARK Systems, Inc., its sub-subcontractors, their employees or others for whose acts they may be liable. ARK Systems, Inc shall not have a duty to defend
11. **Suspension of Work.** In the event of a suspension of work by the Owner, or by ARK Systems, Inc in accordance with paragraph 7, above, Owner's liability to ARK Systems, Inc is for payment in full for all Work performed to the date of suspension, demobilization and remobilization costs resulting from the suspension, and an equitable adjustment of the schedule.
12. **Termination of Contract.** In the event of any termination by the Owner which is not justified by a default of ARK Systems, Inc., or termination by ARK Systems, Inc, ARK Systems, Inc shall be entitled to payment from the Owner for all costs incurred by ARK Systems, Inc. for which ARK Systems, Inc. has not received payment, including, but not limited to, reasonable overhead, profit, expenses and damages, including attorneys' fees and interest, including profit on unperformed work.
13. **Lien and Bond Rights Preserved.** Notwithstanding any provision to the contrary, ARK Systems, Inc may take all steps reasonably necessary to preserve and enforce its lien and bond rights.
14. **Governing Law and Venue Restriction.** Any dispute shall be governed by the law of the state of Maryland. The federal or state courts in the state of Maryland shall have exclusive jurisdiction and venue, and any arbitration shall be conducted within the state of Maryland.
15. **Attorneys' Fees and Costs.** Should either party employ an attorney to institute litigation or arbitration to enforce any provision of this Contract or to collect damages or debt under this Contract, the prevailing party shall be entitled to recover their actual attorneys' fees, costs and expenses incurred, without regard to any court schedule of fees
16. **Consequential Damages.** Owner shall make no demand for liquidated damages or actual damages for delays in excess of the amount paid by the Owner for unexcused delays actually caused by ARK Systems, Inc. Owner expressly waives all claims for consequential damages it may have against ARK Systems, Inc, including without limitation damages for principal office expenses, loss of financing, loss of business and reputation, and loss of use.
17. **Backcharge Claims.** No backcharge or claim of the Owner for services shall be valid except by an agreement in writing by ARK Systems, Inc before the work is executed, except in the case of ARK Systems, Inc failure to meet any requirement of the Contract. In such event, the Owner shall notify ARK Systems, Inc. of such default, in writing, and allow ARK Systems, Inc reasonable time to correct any deficiency before incurring any costs chargeable to ARK Systems, Inc. No backcharge shall be valid unless billing is rendered no later than the 15th day of the month following the charge being incurred. Furthermore, any payments withheld under a claim of ARK Systems, Inc default shall be reasonably calculated to cover the anticipated liability and all remaining payment amounts not in dispute shall be promptly paid.
18. **Floor Plan Drawings.** In the event the proposed project specifications and ARK Systems, Inc proposal indicate floor plans are required, the owner/ contractor shall provide ARK Systems, Inc with CAD files for all affected areas of the building for our use in drawing preparation.

PROPOSAL

WE PROPOSE to furnish the above referenced scope of work complete in accordance with specifications and subject to conditions found on agreement, for the sum of:

The total cost for materials and labor shall be -----\$ 33,954.00

PAYMENT TO BE MADE AS FOLLOWS: NET THIRTY (30) DAYS UPON RECEIPT OF INVOICE

NOTE: PROGRESSIVE BILLING SHALL APPLY TO INVOICING.

ARK SYSTEMS, INC.

By: **Butch Kirk**

Signature: _____



ACCEPTED. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Purchase Order No.: _____

Company: _____

By: _____

Printed Name: _____

Note: This proposal may be withdrawn by us if not accepted within thirty (30) days.