



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: 11-7-22

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: Warwick Elementary additional door access card reader locations

ARK Systems, Inc. proposes:

ARK Systems shall supply, install, and commission the necessary door locks, wiring, card readers, and licenses necessary for the operation of the card access system, as utilized for all other DCPS facilities.

The doors to be included shall be as follows:

Front Door – reuse existing lock, ARK will add Card reader, and interface. IX Intercom Door Station.

Pre K - RIM Strike, and CR

Kitchen door - door Strike, and CR.

Bus loop Door - RIM Strike, and CR. IX Intercom Door Station.

Cafeteria Door to trailer - RIM Strike, and CR. IX Intercom Door Station.

Gym Door 1 - RIM Strike, and CR (Door has removable center mullion)

Gym Door 2- RIM Strike, and CR

Temp Trailer Door A – RIM Strike, and CR

Temp Trailer Door B - RIM Strike, and CR

Pod #4 -RIM Strike, and CR

Pod #3 -RIM Strike, and CR

Pod #2 -RIM Strike, and CR

ARK has included (1) One IX series master and three (3) Door Station's, with License's for recording, at locations described above.

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

- 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.

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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.

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 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 for Convenience:** It is agreed that the Owner may, without and default of the Contractor, terminate this Agreement for the convenience of the Owner at any time upon three (3) days' notice to the Contractor, and upon such termination, the Contractor shall be paid within thirty (30) days after it shall submit to the Owner its requisition for payment, such part of the consideration to be paid hereunder to the Contractor for its Work as the reasonable cost of the Work performed on the project by the Contractor at the time of such termination bears to the reasonable cost of the whole Work undertaken by the Contractor hereunder, plus the cost of any materials specifically purchased for the Work by the Contractor. Contractor shall not be entitled to recovery of anticipatory profits which have not been earned at the time of termination. Payment for materials shall be made only upon delivery of the materials to the site, and if requested by the Owner, releases of liens therefor, and such materials shall thereupon become the property of the Owner.
13. **Termination by Default:** The Owner may, by written notice of default to the Contractor, terminate the whole or any part of the Contract. The Owner, however, shall be required to provide the Contractor notice of the default within 48 hours of its occurrence and a reasonable opportunity for the Contractor to cure. The Owner retains the option in the event of a material breach of the contract, and after the opportunity to cure has expired, to either terminate the contract or to supplement the Contractor's forces and to hold the Contractor responsible for the cost thereof.
14. **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.
15. **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.
16. **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.
17. **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.
18. **Backcharge Claims.** No back charge or claim of the Owner for services shall be valid until notification has been given in writing to ARK Systems, Inc. ARK Systems must respond to the claim within 72 hours, with an acceptance or rejection in writing to the owner. In such event, of acceptance by ARK Systems of the claim, ARK Systems, Inc. shall provide owner the reasonable time to correct any deficiency before incurring any costs chargeable to ARK Systems, Inc. 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.
19. **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.
20. **Employment of Sex Offenders and Other Criminal Offenders:** ARK Systems, Inc. shall complete a criminal background check for each employee prior to any such employee entering Owner's property where students are typically present. ARK Systems, Inc. is aware of and agrees to comply with Section 6-113 of the Education Article ("ED") and Section 11-722 of the Criminal Procedure Article ("CP") of the Annotated Code of Maryland. Pursuant to ED 6-113(b), ARK Systems, Inc. may not knowingly assign an employee to work on Owner's premise with direct, unsupervised, and uncontrolled access to children, if employee has been convicted of a crime identified in ED 6-113(a). Pursuant to CP 11-722(c), a person who enters into a contract with a county board of education may not knowingly employ an individual to work at a school if the individual is a sex offender registry registrant. Notwithstanding anything to the contrary in this Agreement, ARK Systems, Inc. understands and agrees that violation of these provisions may result in immediate termination for cause.

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:

Forty Seven Thousand Two Hundred Three Dollars----- \$ 47,203.00

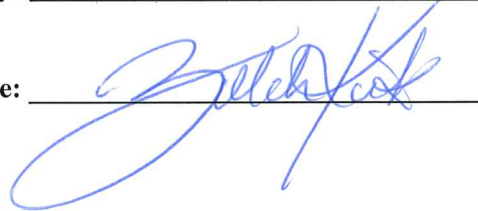
PAYMENT TO BE MADE AS FOLLOWS: NET THIRTY (30) DAYS UPON RECEIPT OF INVOICE

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.