

HARFORD COUNTY PUBLIC SCHOOLS
102 South Hickory Avenue
Bel Air, Maryland 21014

BID INFORMATION

Bid Title: On-Call Contract For Insulation Services Including Installation & Repair Services for Harford County Public Schools.

Bid #: 10-JMC-014

Bid Opening Date: November 23, 2009

Time for Bid Opening: 2:30 P.M.

Place of Bid Opening: Purchasing Office, Harford County Public Schools
Administration Building, 3rd Floor (Hand Carry Here)
102 South Hickory Avenue
Bel Air, Maryland 21014

Bid Mailing Address: Purchasing Office, Harford County Public Schools
Administration Building, 3rd Floor (Mail Bids Here)
102 South Hickory Avenue
Bel Air, Maryland 21014

Purchasing Agent Mr. John R. Miller, CPPO
Director of Purchasing
410.638.4082
410.638.4304 Fax

Purchasing Assistant: Janet C. Sites, CPPB
410.809.6043

Project Coordinator: Mr. Fred Gerring
410.638.4088
410.638.4205 Fax

Timely Delivery of Bid Documents: Timely Delivery of Bids/Proposals: Bidders/Offerors are reminded that not all special delivery carriers (UPS Fed Ex, US Mail, etc.) guarantee delivery to zip code 21014, prior to the date and time of the opening of bids or the receipt of proposals, on the date delivery is promised. It is suggested that bidders/offerors verify the limits of guaranteed delivery with the selected special delivery carrier. Bid and proposal packages must be labeled **#10-JMC-014 – On-Call Contract for Insulation Services Including Installation & Repair Services for Harford County Public Schools** and directed to the Purchasing Office at 3rd Floor. The 3rd Floor Purchasing Office is the official location for receipt of bids/proposals. Bids/Proposals dropped off at the 1st Floor reception area may not reach the 3rd Floor at the appointed time of the bid/ proposal opening. It is the Bidders/Offerors responsibility to see that the bid/offer reaches the 3rd Floor Purchasing Office. Late bid/offers will be rejected and returned unopened.

FEDERAL EXPRESS DOES NOT GUARANTEE DELIVERY PRIOR TO 4:00 P.M.

LATE BIDS WILL NOT BE ACCEPTED

Anti-discrimination Statement

The Harford County Public School System does not discriminate on the basis of race, color, sex, age, national origin, religion, sexual orientation, or disability in matters affecting employment or in providing access to programs. Inquiries related to the policies of the Board of Education of Harford County should be directed to the Director of Public Information, 410.588.5203.

HARFORD COUNTY PUBLIC SCHOOLS

**PART I: GENERAL TERMS AND CONDITIONS
CONSTRUCTION / FACILITY EQUIPMENT AND SERVICES**

**Harford County Public Schools, Maryland
Purchasing Department
102 South Hickory Avenue, Third Floor, Suite 310
Bel Air Maryland 21014**

**General Terms and Conditions
Construction/Facility Equipment and Services**

Instruction to Bidders and Offerors

The following provisions, where applicable, will become part of any contractual relationship developed as a result of bid/proposal solicitation.

1.0 AN INVITATION TO BID/PROPOSAL SUBMISSION

- 1.1 Harford County Public Schools, hereinafter referred to as HCPS, invites all interested and qualified Contractors/Bidders/Offerors to submit a proposal/bid. These specifications and requirements are intended to cover the procurement of services and/or commodities requested and include, but are not limited to, providing labor, materials, equipment and supervision of labor and subcontractors to complete requirements as identified by HCPS.
- 1.2 In accordance with State law and HCPS policies, notices and announcements shall be published a minimum of 14 calendar days in advance of due date for any proposal/bid having a potential award value of \$25,000 or more.
- 1.3 Unless otherwise indicated, HCPS shall receive sealed proposals/bids until the date and time indicated on bid or as modified by addenda. Proposals/Bids must be delivered to the HCPS, Purchasing Department, 102 South Hickory Ave., Third Floor, Room 310, Bel Air Maryland, 21014. Proposals/Bids must be delivered in sealed envelopes and clearly marked on the outside: Name of Bidder, Due Date and Time, Solicitation/Bid Number and Solicitation Title. **Late Bids/Proposals will not be accepted under any circumstances.**
- 1.4 Brand name and model numbers are offered as a reference for bidders as to the style, size, weight, and other characteristics of the item(s) in the specifications. The use of such brand names should not be interpreted as the exclusive brand desired unless so stated. The determination of the acceptability and/or the criteria for acceptability of an alternate is solely the responsibility of HCPS.
- 1.5 The Bidder or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, circumstances, prerequisites, qualifications and/or specifications before submitting their proposal/bid. A Bidder's failure to become fully informed is at the Bidder's sole and complete risk of loss. The Bidder shall have no right to any damages, cost and/or any other remedy at law or equity against HCPS for any miscalculation, misunderstanding, error (either omissions or commissions), mistake, misinterpretation, and/or the failure by the Bidder to obtain an award of bid, award of contract and/or profits, fees or money from HCPS when the Bidder failed to fully inform themselves. In the case of error in extension of prices in the bid, the unit price shall govern or the entire proposal/bid may be declared non-responsive.
- 1.6 The Bidder will not be allowed to offer more than one price on each item even though they may feel that they have two or more types or styles that will meet specifications. Bidder must determine which to offer. If said bidder should submit more than one price on any item, all prices for that item will be rejected and the proposal/bid will be declared non-responsive.
- 1.7 Where provision is made on the proposal form for bidding items on an individual, group or aggregate basis, the award will be made on whichever basis is in the best interest of the HCPS. When an aggregate bid is requested, the unit prices for each item shall be identified on the proposal sheet for accounting purposes. The unit prices in

- 2.5.5 Bids may be cancelled in whole or in part if determined to be in the best interest of HCPS. After opening of bids but before award, HCPS may reject all bids in whole or in part if determined to be in the best interest of HCPS.
- 2.5.6 Bids will be awarded to the lowest responsive and responsible bidder whose bid meets the requirements and evaluation criteria set forth in the invitation for bid and is the most favorable bid.
- 2.5.7 Irregularities:
Bidders may correct a minor irregularity and minor irregularities may be waived. A minor irregularity is one that is merely a matter of form and not of substance or pertains to an immaterial or inconsequential defect or variation in a bid, the correction or waiver of which would not be prejudicial to other bidders. When so noted, minor irregularities may be corrected within 48 hours following notification.
- 2.5.8 HCPS may not waive or permit a bidder to correct a defect or variation in a bid that is material as to price, quantity, quality or delivery.
- 2.5.9 Up to and including the time for bid opening, a bidder may correct a defect or variation with respect to the Bid Bond, acknowledgement or addenda or MBE submission material.
- 2.6 At the time of the bid opening each bidder will be presumed to have read and to be thoroughly familiar with the specifications and related documents (including all Addenda). The failure or omission of any bidder to receive or examine any form, instrument, or document, shall in no way relieve them from any obligation in respect of its bid.
- 2.7 Any omissions, errors, conflicts, or discrepancies in this document shall be called to the attention of HCPS IN WRITING within seven (7) days of receipt of the bid and no later than 4 working days prior to the bid opening.
- 2.8 HCPS reserves the right to reject any or all proposals/bids and or waive technical defects and minor irregularities if, in its judgement the interests of HCPS shall so require. Bids/Proposals may be withdrawn before the scheduled time of opening. Withdrawal is not permitted after the bids/proposals are opened.
- 2.9 Minor defects and irregularities may be waived at the discretion of the Director of Purchasing, HCPS or designee.

3.0 MULTI-AGENCY PROCUREMENT

- 3.1 HCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under ~~the provisions of~~ parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/ contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid/proposal and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.
- 3.2 Each participating jurisdiction or agency shall enter into its own contract with the Award Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award Bidder. HCPS does not assume any responsibility other than to obtain pricing for the specifications provided.

4.0 BID SECURITY – WHEN REQUIRED

- 4.1 If so stipulated in the Advertisement, Invitation to Bid, or supplementary instructions to bidders, each Proposal/Bid shall be accompanied by a Bid Bond in the dollar amount of five Percent (5%) of the Base Bid. This Bid Bond pledges that the Bidder will enter into a Contract with HCPS on the terms stated in the Solicitation and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations

arising hereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, where required, the amount of the Bid Security/Bid Bond/Surety Bond shall be forfeited to HCPS as liquidated damages not as a penalty. This bond must be provided with the proposal/bid submission and failure to do so may be cause for rejection of the bid as being non-responsive. The cost of the bid bond will be borne by the bidder(s) in all instances.

- 4.2 If a surety bond is required it shall be written on the appropriate AIA Document, Bid Bond, unless otherwise provided in the Bidding Documents and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney. **Individual surety bonds as detailed in State of Maryland COMAR 21.06.07.01 are also acceptable through an authorized individual surety agent.**
- 4.3 HCPS will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished or (b) the specified time has elapsed so that bids may be withdrawn or (c) all proposals/bids have been rejected.
- 4.4 All bonds must be approved by surety companies which are in the most current Circular 570 "Surety Companies Acceptable on Federal Bonds" as issued by the U.S. Treasury, Bureau of Government Finance Operations, Division of Banking and Cash Management, Washington, D.C. 20011. If a bonding company is used that is not on this list, the contract will be **Terminated for Default** or if the required bond is a bid bond, this is just cause for rejection of the bid as being non-responsive.
- 4.5 Performance Bonds and/or payment bonds may be required for proposals/bids meeting the following conditions. The Award Bidder(s) of this contract may be required to submit either one or both of these bonds within ten (10) days of receipt of the Notice of Intent to Award and in accordance with the terms stated below. The cost of the performance bond and/or payment bond will be borne by the bidder(s) in all instances.
 - 4.5.1 Performance Bond may be required for contracts and/or awards of contracts in excess of \$100,000.00 for the amount of 100% of the contract price to cover faithful performance of the contract. Simultaneously with their delivery of the executed contract, the Award Bidder must deliver to HCPS an executed bond in the amount of one hundred percent (100%) of the accepted bid as security for the faithful performance of their contract and for the payment of all persons performing labor or furnishing materials in connection therewith, prepared on the standard bond form A-311 as approved and issued by the American Institute of Architects and having as surety thereon such surety company or companies as are acceptable on bonds given to the United States Government and approved by the Harford County Public Schools and are authorized to transact business in this State. Performance Bond, shall be made out in the name of the **Harford County Public Schools, Maryland**.
 - 4.5.2 Payment Bonds may be required for contracts and/or awards of construction contracts in excess of \$100,000.00 for the amount of 100% of the contract price as security for the payment of all persons performing labor and furnishing materials in connection therewith when required by HCPS. Payment Bonds shall be made out in the name of the **Harford County Public Schools, Maryland**.
- 4.6 Certified checks in the amount(s) stated above will be accepted in lieu of the performance bond and payment bond only upon prior approval of the Director of Purchasing. If checks are approved for acceptance in lieu of either bond, they should be in the same amount as these bonds; be separate checks; and should clearly designate the purpose - i.e., performance or payment.
 - 4.6.1 Certified checks, if submitted, will be deposited in the HCPS bank account(s). Upon successful completion of the contract, check(s) will be drawn upon the HCPS bank account(s) for the full amounts of both certified checks.
 - 4.6.2 Certified checks shall be made out in the name of the **Harford County Public Schools, Maryland**.
- 4.7 A letter of credit drawn on a bank with a local branch may be used in place of bonds. Letters of credit should list the beneficiary as Harford County Public Schools, Maryland. Letters of credit drawn on a bank shall be made out in the name of the **Harford County Public Schools, Maryland**.

- 4.8 All bonds must be approved by surety companies that are in the most current Circular 570 as issued by the U.S. Treasury Bureau of Government Finance Operations, Division of Banking and Cash Management, Washington, D.C.20011.

5.0 TIE BIDS

- 5.1 In the event of tie bids, where all other factors such as past performance on purchases or bidder's service or delivery record are considered comparable, the award(s) shall be made to one of the tie bidders in the following order of preference: Harford County minority and/or small business enterprise vendor; the Harford County based bidders; out-of -county but Maryland based minority and/or small business enterprise vendor; the out-of-county but Maryland based bidder; out-of-state minority and/or small business enterprise vendor and the out-of-state based bidder.
- 5.2 In the event a tie bid still exists, the Director of Purchasing or their designee, shall conduct a coin toss for selection of the potential Award Bidder(s) if that method of tie breaking is deemed to be in the best interest of HCPS.

6.0 BID PRICES

- 6.1 Any bidder may withdraw their bid submission prior to the bid opening date and time specified. After this, HCPS has a period of 120 days to issue a Purchase Order or have award of contract approved by the Board of Education. The bidder agrees to retain all prices and requirements of the bid until the completion of the contract period.
- 6.2 Unit Prices must be rounded off to no more than two (2) decimal places, unless otherwise specified.
- 6.3 Cash discounts will not be taken into consideration in determining a contract award. All discounts, other than prompt payment, to be included in bid price.
- 6.4 HCPS reserves the right to accept price reductions from the award bidder during the term of this contract.
- 6.5 HCPS will not accept any proposals with bidder escalator clauses, unbalanced figures or irregular features.

7.0 TAXES AND PERMITS

- 7.1 Materials, which are incorporated into work under formal or informal contracts, are not exempt from the Maryland State Sales or Use Tax. Award Bidders shall be responsible for paying such taxes when purchasing materials. HCPS tax exempt certificates cannot be used by contract awardees.
- 7.2 Award Bidders shall obtain and pay for any permits required and provide a copy to HCPS as well as post a copy on site.
- 7.3 No charge will be allowed for federal, state or municipal sales and excise taxes from which HCPS is exempt. The price bid shall be net and shall not include any tax. Exemption certificates, if required, will be furnished on forms provided by the bidder. HCPS is specifically exempt from retail sales tax under Maryland Certificate 3000120-1. Harford County Public Schools is a 501(c)(3) organization and is exempt from Maryland and Federal Income Tax. Harford County Public Schools Maryland Federal Tax ID is #52-6000955.

8.0 BILLING AND PAYMENTS

- 8.1 Unless otherwise instructed, the contractor will submit invoice payment requests to the Director of Facilities, Hickory Complex, 2209 Conowingo Road, Bel Air Maryland 21014.
- 8.2 Payment in full will only be made upon completion of contract. Milestone/progress payments must receive the prior approval of the Director of Purchasing.

9.0 GOVERNING LAW AND DISPUTE RESOLUTION

- 9.1 The bid shall be construed in accordance with, and interpreted under, the laws of the State of Maryland. Any lawsuits arising out of such bid shall be filed in the appropriate State Court located in Harford County, Maryland.
- 9.2 Alternative Dispute Resolution (ADR) must be used by the parties should HCPS, at its sole discretion, decides to use ADR. In the event ADR was not used by the choice of HCPS or fails, the parties shall be entitled to pursue applicable administrative or judicial relief.

10.0 ADDENDA

- 10.1 All changes to the bid specifications will be made through appropriate addenda issued from the Purchasing Department.
- 10.2 Addenda will be available to all who are known to have received a completed set of Bid Documents. Addenda notices will also be posted on the Purchasing Department web site. (www.hcps.org/purchasing)
- 10.3 Copies of Addenda will be made available for inspection wherever Bid Documents are on file.
- 10.4 No Addenda will be issued later than four (4) days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one, which postpones the date for receipt of Bids.
- 10.5 Each Bidder shall ascertain prior to submitting a Bid that they have received all Addenda issued and the Bidder shall acknowledge their receipt on the Addenda Affidavit Form. The Addenda Affidavit Form shall be completed and returned in duplicate with the bid proposal response. Failure to return the Addenda Affidavit Form may be reason for rejection of the bid.

11.0 INSURANCE

11.1 Award Bidder's LIABILITY INSURANCE

- 11.1.1 The Award Bidder shall purchase and maintain in a Company or Companies acceptable to the HCPS such insurance as will protect HCPS from claims which may arise out of or result from the Award Bidder's operations under the Contract, whether such operations be by themselves or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
- .1 claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts;
 - .2 claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
 - .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
 - .4 claims for damages insured by usual personal injury liability coverage, which are sustained (1) by any person as results of an offense directly or indirectly related to the employment of such person by the Award Bidder, or (2) by any other person;
 - .5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
 - .6 claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle; and
 - .7 claims for damages because of employee dishonesty by any of the Award Bidder's employees.
- 11.1.2 All bidders must review in detail the insurance requirements contained in the attached document. These requirements are recommended by the Maryland Association of Boards of Education Group Insurance Pool. Please have your insurance agent/company review these insurance requirements prior to submitting

a bid or offer. Failure to comply with these insurance requirements may render the bid/offer as non-responsive. All exceptions to the requirements must be so noted and clearly detailed in the bid response.

- 11.1.3 Certificates of Insurance acceptable to the HCPS shall be filed with the HCPS prior to commencement of the Work. The Certificates of Insurance will state that such insurance is in force and cannot be cancelled or released except upon thirty (30) days prior written notice to HCPS. **The Certificate of Insurance must name Harford County Public Schools as an additional insured.**

11.2 PROPERTY INSURANCE

- 11.2.1 The Award Bidder shall purchase and maintain boiler and machinery insurance if this contract includes installation, modification or repair of such equipment. This insurance shall be at limits of not less than \$500,000, covering all boilers and other equipment not covered for explosion by standard property insurance policies. This insurance shall include the interests of the HCPS, the Award Bidder, Subcontractors and Sub-subcontractors in the Work.

11.3 Evidence of Insurance

- 11.3.1 Prior to the award of contract, the Award Bidder is required to submit a certificate of insurance evidencing Worker's Compensation and Employer Liability Insurance in the amounts required above, and in addition, this certificate will indicate the amounts of insurance carried by the Bidder of the following types: Comprehensive General Liability Insurance, Comprehensive Automobile Insurance, Excess Liability Insurance, and any other insurance coverage maintained by the Award Bidder. The Certificates of Insurance will state that such insurance is in force and cannot be cancelled or released except upon thirty (30) days prior written notice to HCPS. **The Certificate of insurance must name Harford County Public Schools, Maryland as an additional insured.**

- 11.3.2 All Required Insurance Coverage must be underwritten by insurers allowed to do business in the State of Delaware or better in the latest evaluation by A. M. Best Company. HCPS hereby

12.0 DIRECT DAMAGES

HCPS reserves the right to pursue any and all damages against the award bidder or against any bond or surety relating to the contract in the event of a breach of the contract by the award bidder.

13.0 TERMINATIONS FOR CAUSE OR CONVENIENCE

- 13.1 HCPS reserves the right to terminate any contract if in its opinion there shall be failure at any time by the contractor of promptly and faithfully performing any of its terms under this contract. If the contract is terminated for cause, HCPS reserves the right to complete the work by whatever reasonable method HCPS deems appropriate. All charges incurred by HCPS will be deducted from monies that may be due to the Contractor or the Contractor or its Surety will be charged for any and all costs incurred by HCPS directly related to contract completion.
- 13.2 HCPS reserves the right to pursue any and all damages against the award bidder or against any bond or surety relating to the contract in the event of a breach of the contract by the award bidder.
- 13.3 HCPS reserves the right to terminate this contract, in whole or in part, because of non-appropriation of funds by the fiscal authorities.

14.0 DRUG, TOBACCO, AND ALCOHOL

- 14.1 All HCPS properties are "drug, tobacco, and alcohol free zones" as designated by local and state laws and policies. Neither the Award Bidder nor any of his employees (or subcontractors) are permitted to have any drugs, tobacco, or alcohol product on school property. Use or possession of such items on school properties will result in

immediate termination for cause of the contract. Upon termination of the contract, the Award Bidder will be paid for all services performed to date but will not be paid for any lost profit or anticipated profits due to termination of the contract. The Award Bidder will also be removed from all bids with HCPS for a period of time not to exceed two years and HCPS will provide an "unsatisfactory" reference when inquiries are made.

15.0 PROTEST AND APPEAL PROCESS

15.1 Any bidder/offeror objecting to the recommendation for award or the award of contract may appeal the action to the Director of Purchasing by formal notification in writing no later than three calendar days following receipt of notification to award. A formal written response to the appeal shall be issued in a timely manner. The decision of the Director of Purchasing is the final action by HCPS. The decision shall include a statement of the decision, with supporting material.

16.0 NONDISCRIMINATION

16.1 The Award Bidder shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, age, marital status, mental or physical disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; rates of pay or other forms of compensation; and selection for training including apprenticeship. For assistance regarding compliance contact: U.S. Department of Labor at 410-962- 3572

16.2 The Award Bidder shall furnish, if requested by HCPS, a compliance report concerning their employment practices and policies in order for HCPS to ascertain compliance with the special provisions of this contract concerning discrimination in employment.

16.3 In the event the Award Bidder is deemed noncompliant with the nondiscrimination clause of this contract, this contract may be canceled, terminated or suspended in whole or in part and the Award Bidder may be declared ineligible for further/future HCPS' work.

17.0 NON-HIRING OF EMPLOYEES BY AWARD BIDDER OR HCPS

17.1 No employee of the HCPS or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the HCPS or any unit thereof.

17.2 No employee of the Award Bidder or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the Award Bidder or any unit thereof.

18.0 FINANCIAL DISCLOSURE

The Award Bidder shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article, 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, including school districts, 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 reached \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

19.0 POLITICAL CONTRIBUTION DISCLOSURE

The Award Bidder shall comply with the provisions of Article 33, Section 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, including its agencies or a political subdivision of the State, including school districts, 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.

20.0 RETENTION OF RECORDS

The Award Bidder shall retain and maintain all records and documents relating to this contract for three (3) years after final payment by HCPS hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of HCPS or designed, at all reasonable times.

21.0 ANNULMENTS AND RESERVATIONS

- 21.1 HCPS reserves the right to reject any or all bids/proposals and re-advertise for other bids/proposals for the identical requirement if it is in the best interest of HCPS.
- 21.2 HCPS reserves the right to waive technical defects within submittals.
- 21.3 HCPS may conduct any necessary investigation to determine the ability of the bidder to perform the work, and the bidder shall furnish to the HCPS all such information and data requested. HCPS reserves the right to reject any proposal if the evidence submitted by the bidder or investigation of such bidder fails to satisfy HCPS that such bidder is properly qualified to carry out the obligations of the Contract and to complete all stipulated requirements. **Conditional proposals will not be accepted.**
- 21.4 HCPS reserves the right to annul any contract, if in its opinion there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon HCPS, materials, products and/or workmanship inferior to that required by the Award Bidder, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of HCPS to damages for the breach of any covenant of the contract by the Award Bidder.
- 21.5 Bids that are unbalanced will be rejected.
- 21.6 HCPS shall have the right to reject any or all Bids, reject a Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or reject a Bid which is in any way incomplete or irregular.

22.0 DELIVERY REQUIREMENTS

All supplies and/or materials must be held by the Award Bidder until needed at the site, unless they can be stored in the area in which the work is to be done and that area has been closed to occupant usage. The Award Bidder shall obtain the permission of the HCPS representative regarding any needed storage of materials and equipment. Such storage shall be done in such a manner as not to interfere with the building schedule. The Award Bidder shall be responsible for any and all accidents caused by negligence from this source. HCPS does not accept responsibility for losses of material or equipment, regardless of approval to store, in any institution's facilities or grounds.

23.0 INSPECTIONS/CORRECTION OF WORK

All work and materials, all processes of manufacturer, and all methods of construction shall be at all times and places subject to the inspection of HCPS who shall be the final judge of the quality and suitability of the work, materials, process of manufacturer and methods of construction for the purposes for which they are contracted and used. Should they fail to meet the necessary approval they shall be corrected ~~at the expense of the contractor~~ to the complete satisfaction of HCPS. Rejected material shall be immediately removed from the site. Failure to correct the work shall be grounds for immediate termination of the contract.

24.0 COMPLIANCE WITH SPECIFICATIONS

- 24.1 The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the drawings and specifications as described.
- 24.2 The Award Bidder, after award and prior to starting work may be required to submit working drawings or detailed descriptive data identified as acceptable to HCPS, which provide sufficient data to enable HCPS to judge the Award Bidder's compliance with the specifications.

- 24.3 Where the requirements of the specifications call for higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern.
- 24.4 Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern.
- 24.5 In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Award Bidder shall call the attention of the applicable HCPS designee(s) to such conflict for a decision before proceeding with any work.

25.0 GUARANTEE AND WARRANTY

- 25.1 The Award Bidder shall unconditionally guarantee the materials and workmanship of all equipment and materials furnished by the Award Bidder, its subcontractors or suppliers for a period of at least one year from the date of acceptance of the installation by HCPS. If the manufacturer warrants equipment for a period longer than one year the Award Bidder shall pass through this extended warranty to HCPS.
- 25.2 In the event the Award Bidder fails to repair, replace, adjust, rectify, remedy, correct or complete the items, defects, deterioration, faulty design or installation and/or un-workmanlike performance, then HCPS may have the right to secure the services of another contractor to correct the work or complete the performance required by the award of this bid. The Award Bidder shall be solely responsible for any and all cost, expenses and monies due the new contractor.
- 25.3 ~~HCPS~~ shall be responsible for all warranty claims.

26.0 SUBCONTRACTORS

- 26.1 All subcontractors, prior to their use by the Award Bidder in any HCPS facility, must be approved by HCPS. Award Bidder shall submit with their bid a list of subcontractors that they will employ and utilize for HCPS work. The responsibility for updating this list is the Award Bidders and utilization of a HCPS non-approved subcontractor is grounds for suspension or termination. This is in addition to any special provisions which may apply as a result of MBE/WBE requirements which may become part of this solicitation.
- 26.2 The Award Bidder shall give their constant personal attention to the faithful execution of this contract, shall keep the same under their own control, and shall not assign by power of attorney or otherwise, the work or any part thereof. The Award Bidder shall provide the name of the subcontractor(s) they intend employing, the portion of the materials/labor to be furnished, their place of business, and such other information as requested by the bid specifications and/or HCPS. The information may be used in considering the potential performance capabilities of the subcontractor(s).
- 26.3 The Award Bidder shall not, without prior written consent of HCPS, assign any of the moneys payable under the contract.

27.0 AWARD BIDDER'S RESPONSIBILITY

- 27.1 Award Bidders shall be required under Article 56, Section 270(4), of the Annotated Code of Maryland, to provide proof of Certificate of Registry.
- 27.2 Award Bidders are responsible to protect all existing and newly installed work, materials, equipment and landscaping. Any HCPS property damaged shall be replaced or repaired to the satisfaction of HCPS.
- 27.3 Award Bidders are responsible for having all employees sign-in and sign-out at the work site. Use the appropriate form provided by the school office.
- 27.4 Award Bidders are responsible for daily removal of all debris from the work site and to keep the work site tidy as work progresses. Under no circumstance shall Award Bidders use HCPS garbage and/or recycling dumpsters to dispose of debris.

- 27.5 Unless otherwise stipulated, HCPS shall provide and pay for water, heat, telephone and utilities used or consumed by the Award Bidder during the performance of the work or services hereunder if they are currently available at the work site. However, the Award Bidder shall install and pay for the costs of any temporary facilities not already in existence which will be required during construction for accessing such water, heat and utilities.
- 27.6 Award Bidders are responsible for coordinating planned interruptions of utility service with HCPS.
- 27.7 Award Bidders are responsible to notify HCPS of any occurrence of pre-existing condition that would prevent the completion of work as Specified. Any changes in the scope of work and any resulting changes in cost shall be agreed to in writing by HCPS. HCPS assumes no responsibility for verbal changes in the scope of work or cost. Contract/Scope changes must be reflected in an authorized change order approved by the Director of Purchasing.
- 27.8 Award Bidders may be responsible at the discretion of HCPS to complete the American Institute of Architects (AIA) Abbreviated form of Agreement Between HCPS and Award Bidder.
- 27.9 Award Bidders are responsible to provide their own materials, tools and equipment. HCPS assumes no responsibility for vandalism or theft of Award Bidder s property.
- 27.10 At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Solicitation, Specification, Plans and Contract Documents (including all Addenda). The failure or omission of any bidder to receive or examine any form, instrument, or document, shall in no way relieve any bidder from any obligation in respect of his bid.
- 27.11 Award Bidder shall be responsible for ensuring that employees assigned to HCPS sites, either employed by Award Bidder or their Sub-contractor(s), have successfully passed a criminal background check, to the satisfaction of Harford County Public Schools. The Award Bidder shall not use any employees, including sub-contractor employees that are hired or obtained from any penal pre-release or work-release programs.

28.0 SAFETY AND CODE REQUIREMENTS

All materials and labor shall comply with the following requirements:

- 28.1 Award Bidder shall comply with all Federal, State, and Local laws, ordinances and regulations pertaining to work under their charge and these shall be construed as the minimum requirements of these specifications.
- 28.2 Award Bidder shall provide all equipment and machinery furnished and delivered to HCPS complying with the safety regulations as required by OSHA and the Maryland State Safety Health Act known as MOSHA meeting the CFR-1910 MOSH Standard.
- 28.3 Award Bidder shall submit Material Safety Data Sheets (MSDS) for all supplies, materials, equipment or any other substances furnished and/or installed under this proposal in accordance with OSHA Hazardous Communication Standard 29 CFR 1910.101, 29 CFR 1910.1200 and 29 CFR 1926.58 or any other applicable state, federal, or local regulation. The Award Bidder must submit MSDS sheets to each school or facility that receives any such supplies, materials, equipment or any other substances furnished and/or installed by the Award Bidder. Failure on the part of the Award Bidder to furnish the necessary MSDS sheets will result in the withholding of final payment.
- 28.4 Standards are as defined in the latest issue from the following:

AABC	Associated Air Balance Council
ADC	Air Diffusion Council
AGA	American Gas Association
ADA	American's With Disabilities Act
AMCA	Air Moving and Conditioning Association
ANSI	American National Standards Institute
ARI	Air Conditioning and Refrigeration
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing and Materials

AWS	American Welding Society
AWWA	American Water Works Association
BOCA	Building Officials and Code Administrators
COBA	Council of American Building Officials
CPSC	Consumer Product Safety Commission
CS	Commercial Standard
FM	Factory Mutual
IBR	Institute of Boiler and Radiator Manufacturers
IEEE	Institute of Electrical and Electronics Engineers
MSSP	Manufacturers Standards Society of the Valve and Fittings Industry
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
TEMA	Tubular Exchanger Manufacturers Association
TIMA	Thermal Insulation Manufacturers Association
UL	Underwriters Laboratories

- 28.5 No new, replacement or restoration materials shall contain asbestos or asbestiform minerals in an amount greater than 0.0% as determined by polarized light microscopy (PLM) as prescribed in Federal Regulation 40 CFR 763.87. For materials that are tightly bound (e.g. floor tile, roofing asphalt and felts, adhesive/mastic, caulk, glaze, etc.) and for which PLM analysis is not conclusive, transmission electron microscopy must be used for analysis. If no commercially available material meets this criterion, written authorization for use of the material shall be obtained from the HCPS Project Manager. All materials delivered to or used on HCPS property must be accompanied by a ~~UV-FLUORESCENCE TEST~~ not be used for this purpose.
- 28.6 No new, replacement or restoration materials shall contain lead in an amount greater than 0.00 milligrams per liter or 0.00 milligrams per kilogram. If no commercially available material meets either criterion, written authorization for use of the material shall be obtained from the HCPS Project Manager.
- 28.7 All Harford County codes and regulations including the latest edition of the International Building Code are relevant.
- 28.8 Award Bidder shall insure that all modifications address the provisions of the ADA.

29.0 CONCEALED OR UNKNOWN CONDITIONS

In the performance of any work or services, if the Award Bidder encounters conditions at the Facilities that are (1) subsurface if otherwise concealed physical conditions that differ materially from those indicated on the drawings furnished by HCPS or (2) unknown physical conditions of an unusual nature that differ materially from those conditions normally found to exist and generally recognized as inherent in the construction activities if the type and character as that which is described, then the Award Bidder shall notify HCPS of such conditions promptly, prior to significantly disturbing the same, and in no event later than 2 days after the first observation the conditions. If such conditions differ materially and cause an increase or decrease in the Award Bidder's cost of, or time required for, performance of any part of the work or services, the Award Bidder shall be entitled to, and HCPS shall consent in writing to, an equitable adjustment in the amounts paid to the Award Bidder pursuant to this Agreement, the times for performance or both.

30.0 INDEMNIFICATION

- 30.1 To the fullest extent permitted by law, the Award Bidder shall indemnify and hold harmless the Harford County Public Schools and the Harford County Board of Education and its officials and employees, Construction Manager, Architect, Construction Manager's and Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses including, but not limited to, attorneys' fees, arising out of or resulting from performance of the work but only to the extent caused in whole or in part by negligent acts or omissions of the Award Bidder, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be constructed to negate, abridge or reduce other

rights or obligations of indemnity which would otherwise exist as to a party or person described within this indemnification.

- 30.2 In claims against any person or entity indemnified within this indemnification by an employee of the Award Bidder, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Award Bidder or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- 30.3 The obligations of the Award Bidder within this indemnification shall not extend to the liability of the Construction Manager, Architect, their consultants and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or specifications, or (2) the giving of or the failure to give directions or instructions by the Construction Manager, Architect, their consultants, and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

31.0 ACCESS TO FACILITIES FOR PERFORMANCE

From the date hereof and throughout the term of this agreement, the Award Bidder shall have reasonable access to the Facilities and relevant personnel of HCPS to perform its obligations and to investigate performance of the equipment, systems and operations of the Facilities.

32.0 SUSPENSION OF WORK

- 32.1 HCPS may unilaterally order the Award Bidder in writing to suspend, delay, or interrupt all or any part of the work for such period of time as may be appropriate for the convenience of the HCPS. Such suspensions, delays or interruptions should be for less than sixty (60) days unless there are extenuating circumstances.
- 32.2 The times required and the completion of work shall be equitably adjusted to take into account the period of such suspensions, delay or interruption.
- 32.3 HCPS will compensate the Award Bidder only for the cost(s) to re-mobilize to the Facilities any equipment that had to be leased or rented for the suspension period that was critical to the operation of the Facility and any offsite storage cost(s) besides the Award Bidder's facility that had to be used to store materials related to the work. The Award Bidder shall, at the suspension of work, notify the HCPS of any such charges stating the monetary damages that will incur and shall document weekly in writing to the HCPS the cumulative costs during the delay period. In no way will any approved delay effect the warranty period regarding any accepted completion by the HCPS relating to equipment installed by the Award Bidder, its subcontractors and suppliers.

33.0 DELAYS, EXTENSIONS OF TIME

- 33.1 The Bidder agrees to perform all work and provide all supplies or materials, in accordance with all the sections of this bid in a timely, continuous and diligent manner in order to comply with the time requirements set forth in this bid and/or the contract. The Bidder acknowledges and agrees that the only party that may grant a legally binding time extension or agree to a substitution of products, materials, equipment and/or supplies is the Director of Purchasing. Any and all time extensions and/or changes/substitutions of products, materials, equipment and/or supplies must be requested in writing by the Bidder before the extension and/or change takes place and approved in writing by HCPS.
- 33.2 Delays by the Award Bidder causing the completion of Projects to extend past the Commencement Date will not change the Commencement Date for Performance guarantee purposes.

34.0 HAZARDOUS MATERIALS

- 34.1 The Award Bidder's work and other services pursuant to or in connection with this Agreement includes work connected and associated with asbestos, lead, polychlorinated biphenyl ("PCB"), fluorescent light bulbs, or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). The Award Bidder shall be required to perform identification, abatement, cleanup, control, and removal of Hazardous Materials. HCPS warrants and

represents that, except as set forth in the Technical Proposal, there are no Hazardous Materials on the Facilities that will in any way affect the Award Bidder's work or any other services and HCPS has disclosed to the Award Bidder the existence and location of any Hazardous Materials in all areas within which the Award Bidder will be performing any part of the work or other services. The existence or location of any Hazardous Materials that have been disclosed by HCPS to the Award Bidder prior to the execution hereof, or that were otherwise identified in the Technical Specifications, shall be the exclusive responsibility of the Award Bidder.

- 34.2 Should the Award Bidder become aware of or suspect the presence of Hazardous Materials, other than already disclosed by HCPS within the Technical Specifications, the Award Bidder shall immediately stop work in the affected area and notify HCPS. HCPS will be responsible for taking any and all actions necessary to correct the condition in accordance with all applicable laws and regulations. The Award Bidder shall be required to resume performance of the work or any HCPS requested work in the affected areas only in the absence of Hazardous Materials or when the affected area has been rendered harmless. Except as set forth in the Technical Specifications, the Award Bidder shall not be obligated to transport or handle Hazardous Material, to provide any notices to any governmental authority or agency, or to inspect or examine the Facilities for the presence of Hazardous Material.

35.0 BIDDER SUBMITTALS

35.1 BIDDERS MUST SUBMIT THE FOLLOWING:

- 35.1.1 The Insurance Certificate must name the "**Board of Education of Harford County**" as the "**additional insured**".
- 35.1.2 Award Bidder's must provide a certificate of insurance evidencing Worker's Compensation and Employer Liability Insurance in the amounts required above, and in addition, this certificate will indicate the amounts of insurance carried by the Award Bidder of the following types **within 10 days of being notified of being the apparent award bidder:**
- Comprehensive General Liability Insurance
 - Comprehensive Automobile Insurance
 - Excess Liability Insurance
 - and any other insurance coverage maintained by the Award Bidder

The Certificates of Insurance will state that such insurance is in force and cannot be cancelled or released except upon thirty (30) days prior written notice to the HCPS.

- 35.1.3 Award Bidders shall be required under Article 56, Section 270(4), Annotated Code of Maryland, to provide proof of Certificate of Registry and must be licensed to do business in the State of Maryland and provide a tax certification number **within 10 days of being notified of being the apparent award bidder.** Visit the following website to ensure compliance: <http://www.dat.state.md.us/sdatweb/charter.html>

36.0 SUBSTITUTIONS

Bids shall be based upon the materials, systems, and equipment required by the bidding documents without exception.

37.0 ROYALTIES AND PATENTS

The Award Bidder shall pay all royalties and license fees. The Award Bidder shall defend suits or claims for infringement of patent rights and shall hold HCPS, Construction Manager, and/or the Architect/Engineer/Designer harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design process or product of a particular manufacturer or manufacturers is required by the Contract Documents. However, if the Award Bidder has reason to believe that the required design process or product is an infringement of a patent, the Award Bidder shall be responsible for such loss unless such information is promptly furnished to HCPS and/or the Architect/Engineer/Designer

38.0 ILLEGAL IMMIGRANT LABOR

The use of illegal immigrant labor to fulfill contracts solicited by HCPS is in violation of the law and is strictly prohibited. Contractors and subcontractors must verify employment eligibility of workers in order to assure that they are not violating Federal/State/Local laws regarding illegal immigration. A compliance audit may be conducted.

39.0 FOREIGN LANGUAGE TRANSLATOR REQUIREMENT

- 39.1 HCPS requires an award bidder to have on site a full time interpreter that is fluent in speaking and understanding ~~the native language of the employees~~ ~~of the project~~.
- 39.2 Failure of an Award Bidder to have on site, full time, an interpreter that is fluent in speaking and understanding an employee's native language for those employees that do not speak English is reason for immediate termination of the contract for cause.

40.0 EMPLOYMENT OF CHILD SEX OFFENDERS

Maryland Law requires certain child sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work and/or attend school. Section 11-722(c) & (D) of the Criminal Procedure Article of the Annotated code of Maryland states, "A person who enters into a contract with a County Board of Education or a non-public school may not knowingly employ an individual to work at a school if the individual is a registrant. A person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding five years or a fine not exceeding \$5,000 or both." **If a child sex offender, as determined by the definitions contained in the Criminal Law Article of the Annotated Code of Maryland, is employed by the Award Bidder, the Award Bidder is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any HCPS property, including the project property. Violation of this provision may result in Termination for Cause.**

41.0 MINORITY BUSINESS ENTERPRISE PARTICIPATION

Minority participation is required on certain contracts and encouraged on all contracts and non-minority prime contractors are encouraged to use minority subcontractors that are certified by the Maryland Department of Transportation. **Certified Minority Business Enterprises are encouraged to respond to this solicitation** ~~at the following link~~ -links will take you to the various M-DOT divisions and the listing of certified MBE contractors http://www.hcps.org/Departments/DOCS/BusinessServices/Purchasing/mdot-certified_division1_contractors_Oct08.pdf. Specific goals will be set for certain bids when State of Maryland School Construction Program funds are utilized. When applicable, a special section in the bid documents will be included as **"Minority Business Enterprise Procedures-State Funded Public School Construction Projects."**

When this requirement is included in the bid documents the required certificate and forms must be submitted with the bid and failure to submit may result in a determination that the bid is non-responsive. If the contractor is deemed the apparent low bidder the Minority Business Enterprise documentation described in the bid documents must be submitted within the time designated.

For projects funded with State of Maryland School Construction Program funds and estimated to be over \$50,000, "The bidder or offeror is required to submit with its bid or proposal a completed Attachment A-Certified MBE utilization and Fair Solicitation Affidavit and Attachment B-MBE Participation Schedule. If attachment A and Attachment B are not submitted with the bid at the time of opening, the bid will be deemed non-responsive and not considered. The bidder or offeror recognizes that their efforts made to initiate contact to solicit and to include MBE firms in this project will be reviewed carefully and evaluated based upon the actions taken by them prior to and up to 10 days before the bid or proposal opening.

The contractor shall perform the contract in accordance with the representations made in Attachment A-Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit and Attachment B-MBE Participation Schedule submitted as part of the bid or proposal. Failure to perform the contract as specified and presented in the bid or proposal submission without prior written consent of the owner shall constitute a violation of a material term of the contract.

42.0 LEGISLATED BID REQUIREMENTS

Award of contracts over \$25,000 shall be awarded to the lowest responsive and responsible bidder who conforms to the specifications with consideration given to: (1) the quantities involved, (2) the time required for delivery, (3) the purpose for which it is required, (4) the competency and responsibility of the bidder, (5) the ability of the bidder to perform satisfactory service, and (6) the plan for utilization of minority contractors (certified by M-DOT). [REF:State of Maryland Senate Bill 202, Section 5-112-Education Article, Sub.C effective 7-1-00]

43.0 PREVAILING WAGE-SCHOOL CONSTRUCTION

If the estimated cost of the contract is \$500,000 or more and if State funds will be 50% or more, the contract shall meet the prevailing wage requirements contained in Senate Bill 202, effective July 1, 2000. Prevailing wage rates are required for the appropriate trades included in the project and must be reflected in the bids submitted. HCPS is required to include a notation of compliance with the prevailing wage law.

Questions regarding the prevailing wage rate process or procedure may be directed to the Administrator of the Prevailing Wage Program, State of Maryland, 410.767.2342.

44.0 Debriefing

Unsuccessful bidders/offerors may be debriefed upon written request received within 90 days following bid opening by a procurement officer familiar with the rationale for the selection decision.

**Revised as of 1/23/09
Harford County Public Schools, Maryland
Purchasing Department**

END OF PART I: GENERAL TERMS AND CONDITIONS/CONSTRUCTION/FACILITY EQUIPMENT AND RELATED SERVICES

Harford County Public School System – Maryland

Insurance Requirements - Construction Contracts less than \$500,000.00
Maryland Association of Boards of Education Group Insurance Pool

1. General Insurance Requirements

- 1.1 The Contractor shall not commence any supply, delivery or installation of any products or materials purchased by the Board of ~~the Board of Education~~ all of the insurance as required hereunder and such insurance has been approved by the Board; nor shall the Contractor allow any Subcontractor to commence work on any subcontract until all insurance required of the Subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the Board of original certificates of insurance signed by authorized representatives of the insurers or, at the ~~Board of Education~~ ~~Board of Education~~X
- 1.2 Insurance as required hereunder shall be in force throughout the term of the Contract and, in accordance with 2.1.1.iii., for two years after final payment by the Board under this Contract. Original certificates signed by authorized representatives of the ~~Board of Education~~ ~~Board of Education~~ shall be maintained with the Board throughout the term of the Contract and for two years after final payment by the Board under this Contract.
- 1.3 The Contractor shall require all Subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance, and workers compensation and employers liability insurance to the same extent required of the Contractor in 2.1.1, 2.1.2 and 2.1.3 unless any such requirement is expressly waived or amended by the Board in writing. If any Subcontractor is storing, transporting, and/or delivering the products or materials purchased by the Board under this Contract, the Contractor shall require such Subcontractor(s) to maintain during the term of the Contract transportation (cargo) insurance and employee dishonesty insurance to the same extent required of the Contractor in 3.1 and 3.2. The ~~Board of Education~~ ~~Board of Education~~ ately upon request.
- 1.4 All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until sixty (60) days prior written notice has been given to the Board.
~~the Board of Education~~ ~~the Board of Education~~ y kind
~~the Board of Education~~ ~~the Board of Education~~ certificates of insurance.
- 1.5 No acceptance and/or approval of any insurance by the Board shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of this Contract.
- 1.6 If the Contractor does not meet the insurance requirements of this Contract, the Contractor shall forward a written request to the Board for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Board denies the request, the Contractor must comply with the insurance requirements as specified in this Contract.
- 1.7 All required insurance coverages must be underwritten by insurers allowed to do business in the State of Maryland and ~~the Board of Education~~ ~~the Board of Education~~ or better in the latest evaluation by A. M. Best Company, unless Board grants specific approval for an exception. The Board hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the Injured Workers Insurance Fund of Maryland.
- 1.8 Any deductibles or retentions in excess of \$10,000 shall be ~~the Board of Education~~ ~~the Board of Education~~ he sole responsibility of the Contractor.
- 1.9 Any and all return premiums and/or dividends for insurance or coverage directly charged to the Board by the Contractor in connection with this Contract shall belong to and be payable to the Board.
- 1.10 If the Board is damaged by the failure or neglect of the Contractor to purchase and maintain insurance as described and required herein, without so notifying the Board, then the Contractor shall bear all reasonable costs properly attributable thereto.

5. **Waiver of Subrogation**

To the fullest extent permitted by law, the Contractor and its invitees, employees, officials, volunteers, agents and representatives waive any right of recovery against the Board of Education of Harford County for any and all claims, liability, loss, damage, costs or expense involving the Contractor under this Contract. Contractor specifically waives any right of recovery against the Board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered while working on behalf of the Board as an independent contractor. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Contractor shall advise its insurers of the foregoing.

6. **Acknowledgment of Contractor's Independent Contractor Status and no Coverage For Contractor Under Board's Workers Compensation Coverage**

Contractor hereby acknowledges its status as an independent contractor while supplying, delivering or installing products or materials on behalf of the Board. Contractor's workers compensation insurance is not intended to and will not respond to cover any medical or indemnity liability for the Contractor or its employees while performing services to the Board. To the fullest extent permitted by law, the Contractor specifically waives any right of recovery against the Board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered while working on behalf of the Board as an independent contractor. Such waiver shall apply regardless of the cause of original of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Contractor shall advise its insurers of the foregoing.

7. **Damage To Property of The Contractor And Its Invitees**

To the fullest extent permitted by law, the Contractor shall be solely responsible for any loss or damage to property of the Contractor or its invitees, employees, officials, volunteers, agents and representatives while such property is on, at or adjacent to the premises of the Board.

HARFORD COUNTY PUBLIC SCHOOLS

102 South Hickory Avenue, Bel Air, MD 21014

**CERTIFICATION REGARDING U.S. GOVERNMENT
DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR, part 85, Section 85.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(1) The prospective participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Agency/Organization Representative

Signature

Date

Agency/Organization

Above certification instituted by the U. S. Department of Education for all grantees and subgrantees as of fiscal year 1990.

ANTI-BRIBERY AFFIDAVIT

I HEREBY CERTIFY that:

1. I am the _____ and the duly authorized representative of the firm of whose address is _____, 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, the above firm, nor any of its officers, directors or partners, or 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 have been convicted of, or have pleaded nolo contendere to a charge of, or have 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.) _____

I acknowledge that this affidavit is to be furnished to the requesting agency, to the Secretary of Budget and Fiscal Planning of Maryland, and where appropriate, to the Board of Public Works and the Attorney General under '16-202, S.F. 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 '16-203, S.F. 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.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature

Witness

Date

410.638.4082

Purchaser: John R. Miller

HARFORD COUNTY PUBLIC SCHOOLS
NO REPLY FORM

Bid #:	10-JMC-014
Bid Title:	On Call for Insulation Services

Bidder:

To assist us in obtaining good competition on our Request for Bids, we ask that each firm that has received an invitation, but does not wish to bid, state their reason(s) below. This information will not preclude receipt of (E) by (P) (U) (S) (V) (W) (X) (Y) (Z) (AA) (AB) (AC) (AD) (AE) (AF) (AG) (AH) (AI) (AJ) (AK) (AL) (AM) (AN) (AO) (AP) (AQ) (AR) (AS) (AT) (AU) (AV) (AW) (AX) (AY) (AZ) (BA) (BB) (BC) (BD) (BE) (BF) (BG) (BH) (BI) (BJ) (BK) (BL) (BM) (BN) (BO) (BP) (BQ) (BR) (BS) (BT) (BU) (BV) (BW) (BX) (BY) (BZ) (CA) (CB) (CC) (CD) (CE) (CF) (CG) (CH) (CI) (CJ) (CK) (CL) (CM) (CN) (CO) (CP) (CQ) (CR) (CS) (CT) (CU) (CV) (CW) (CX) (CY) (CZ) (DA) (DB) (DC) (DD) (DE) (DF) (DG) (DH) (DI) (DJ) (DK) (DL) (DM) (DN) (DO) (DP) (DQ) (DR) (DS) (DT) (DU) (DV) (DW) (DX) (DY) (DZ) (EA) (EB) (EC) (ED) (EE) (EF) (EG) (EH) (EI) (EJ) (EK) (EL) (EM) (EN) (EO) (EP) (EQ) (ER) (ES) (ET) (EU) (EV) (EW) (EX) (EY) (EZ) (FA) (FB) (FC) (FD) (FE) (FF) (FG) (FH) (FI) (FJ) (FK) (FL) (FM) (FN) (FO) (FP) (FQ) (FR) (FS) (FT) (FU) (FV) (FW) (FX) (FY) (FZ) (GA) (GB) (GC) (GD) (GE) (GF) (GG) (GH) (GI) (GJ) (GK) (GL) (GM) (GN) (GO) (GP) (GQ) (GR) (GS) (GT) (GU) (GV) (GW) (GX) (GY) (GZ) (HA) (HB) (HC) (HD) (HE) (HF) (HG) (HH) (HI) (HJ) (HK) (HL) (HM) (HN) (HO) (HP) (HQ) (HR) (HS) (HT) (HU) (HV) (HW) (HX) (HY) (HZ) (IA) (IB) (IC) (ID) (IE) (IF) (IG) (IH) (II) (IJ) (IK) (IL) (IM) (IN) (IO) (IP) (IQ) (IR) (IS) (IT) (IU) (IV) (IW) (IX) (IY) (IZ) (JA) (JB) (JC) (JD) (JE) (JF) (JG) (JH) (JI) (JJ) (JK) (JL) (JM) (JN) (JO) (JP) (JQ) (JR) (JS) (JT) (JU) (JV) (JW) (JX) (JY) (JZ) (KA) (KB) (KC) (KD) (KE) (KF) (KG) (KH) (KI) (KJ) (KK) (KL) (KM) (KN) (KO) (KP) (KQ) (KR) (KS) (KT) (KU) (KV) (KW) (KX) (KY) (KZ) (LA) (LB) (LC) (LD) (LE) (LF) (LG) (LH) (LI) (LJ) (LK) (LL) (LM) (LN) (LO) (LP) (LQ) (LR) (LS) (LT) (LU) (LV) (LW) (LX) (LY) (LZ) (MA) (MB) (MC) (MD) (ME) (MF) (MG) (MH) (MI) (MJ) (MK) (ML) (MM) (MN) (MO) (MP) (MQ) (MR) (MS) (MT) (MU) (MV) (MW) (MX) (MY) (MZ) (NA) (NB) (NC) (ND) (NE) (NF) (NG) (NH) (NI) (NJ) (NK) (NL) (NM) (NN) (NO) (NP) (NQ) (NR) (NS) (NT) (NU) (NV) (NW) (NX) (NY) (NZ) (OA) (OB) (OC) (OD) (OE) (OF) (OG) (OH) (OI) (OJ) (OK) (OL) (OM) (ON) (OO) (OP) (OQ) (OR) (OS) (OT) (OU) (OV) (OW) (OX) (OY) (OZ) (PA) (PB) (PC) (PD) (PE) (PF) (PG) (PH) (PI) (PJ) (PK) (PL) (PM) (PN) (PO) (PP) (PQ) (PR) (PS) (PT) (PU) (PV) (PW) (PX) (PY) (PZ) (QA) (QB) (QC) (QD) (QE) (QF) (QG) (QH) (QI) (QJ) (QK) (QL) (QM) (QN) (QO) (QP) (QQ) (QR) (QS) (QT) (QU) (QV) (QW) (QX) (QY) (QZ) (RA) (RB) (RC) (RD) (RE) (RF) (RG) (RH) (RI) (RJ) (RK) (RL) (RM) (RN) (RO) (RP) (RQ) (RR) (RS) (RT) (RU) (RV) (RW) (RX) (RY) (RZ) (SA) (SB) (SC) (SD) (SE) (SF) (SG) (SH) (SI) (SJ) (SK) (SL) (SM) (SN) (SO) (SP) (SQ) (SR) (SS) (ST) (SU) (SV) (SW) (SX) (SY) (SZ) (TA) (TB) (TC) (TD) (TE) (TF) (TG) (TH) (TI) (TJ) (TK) (TL) (TM) (TN) (TO) (TP) (TQ) (TR) (TS) (TT) (TU) (TV) (TW) (TX) (TY) (TZ) (UA) (UB) (UC) (UD) (UE) (UF) (UG) (UH) (UI) (UJ) (UK) (UL) (UM) (UN) (UO) (UP) (UQ) (UR) (US) (UT) (UU) (UV) (UW) (UX) (UY) (UZ) (VA) (VB) (VC) (VD) (VE) (VF) (VG) (VH) (VI) (VJ) (VK) (VL) (VM) (VN) (VO) (VP) (VQ) (VR) (VS) (VT) (VU) (VV) (VW) (VX) (VY) (VZ) (WA) (WB) (WC) (WD) (WE) (WF) (WG) (WH) (WI) (WJ) (WK) (WL) (WM) (WN) (WO) (WP) (WQ) (WR) (WS) (WT) (WU) (WV) (WW) (WX) (WY) (WZ) (XA) (XB) (XC) (XD) (XE) (XF) (XG) (XH) (XI) (XJ) (XK) (XL) (XM) (XN) (XO) (XP) (XQ) (XR) (XS) (XT) (XU) (XV) (XW) (XZ) (YA) (YB) (YC) (YD) (YE) (YF) (YG) (YH) (YI) (YJ) (YK) (YL) (YM) (YN) (YO) (YP) (YQ) (YR) (YS) (YT) (YU) (YV) (YW) (YZ) (ZA) (ZB) (ZC) (ZD) (ZE) (ZF) (ZG) (ZH) (ZI) (ZJ) (ZK) (ZL) (ZM) (ZN) (ZO) (ZP) (ZQ) (ZR) (ZS) (ZT) (ZU) (ZV) (ZW) (ZX) (ZY) (ZZ)

hv(ES) (E) (F) (G) (H) (I) (J) (K) (L) (M) _____

1.	We do not wish to participate in the bid process.
2.	We do not wish to bid under the terms and conditions of the Request for Bid document, our objections are:
3.	We do not feel we can be competitive.
4.	We cannot submit a Bid because of the marketing or franchising policies of the manufacturing company.
5.	We do not wish to sell to Harford County Public Schools. Our objections are:
6.	We do not sell the items/services on which Bids are requested.
7.	Other:

Firm: _____

Signed: _____

	We will not <input type="checkbox"/> not <input type="checkbox"/>
	t/ not <input type="checkbox"/> not <input type="checkbox"/>

HARFORD COUNTY PUBLIC SCHOOLS
102 South Hickory Avenue, Third Floor, Room 310
Bel Air, Maryland

Insulation Technician Form

(Must be submitted with Bid)

BID #10-JMC-014

On-Call Contract for Insulation Services Including Installation and Repair Services for Harford County Public Schools

<u>Insulation Foreman</u>		
<u>Name</u>	<u>Date of Hire</u>	<u>Years of Experience</u>

<u>Insulation Technician</u>			
	<u>Name</u>	<u>Date of Hire</u>	<u>Years of Experience</u>
1			
2			
3			

The above are full time, properly trained, license employees and not part-time, contractual or temporary employees.

Signed: _____
Authorized Bidder's Representative

Date

HARFORD COUNTY PUBLIC SCHOOLS

102 South Hickory Avenue

Bel Air, Maryland 21014

SPECIFICATIONS

BID #10-JMC-014

On-Call Contract for Insulation Services Including Installation and Repair Services for Harford County Public Schools

1. **GENERAL CONDITIONS**

These specifications in addition to and/or in place of similar paragraphs in the Board of Education of Harford County (hereafter referred to as Harford County Schools), Instruction to Bidders, are intended to cover the furnishing of all permits, labor, supervision, tools, equipment, materials and services in performance of all work necessary for the On-Call Contract for Insulation Services Including Installation and Repair

It is the intent of this specification to provide the prospective bidder(s) with complete information relative to the total performance of any resultant contract. Bidders are obligated to read and understand all parts of this invitation to bid and to obtain clarification of any part not thoroughly understood.

2. **SPECIFIC CONDITIONS**

- 2.1 It is the sole responsibility of the bidder to call to the attention of John Miller, Director of Purchasing, **IN WRITING**, any discrepancies in specifications at least **FIVE (5) working days PRIOR TO THE OPENING OF THE BID**. Any errors, omissions or omissions are the bidder's responsibility and shall in no way release them from performing all work in accordance with good practices and in accordance with the true meaning and intent of the scope of work and the specifications for this project.
- 2.2 The Harford County Public Schools may make such investigation as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Harford County Public Schools all such information and data for this purpose as the Harford County Public Schools may request. The Harford County Public Schools reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Harford County Public Schools that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
- 2.3 Access to the school grounds for bidding purposes and while work is in progress shall be determined by the respective building principal and Mr. Fred H. Gerring.
- 2.4 The contractor shall give their personal attention to the performance of the contract, shall keep the same under their own control and shall not assign by power of attorney, or otherwise sublet the work or any part thereof, without the previous written consent of Harford County Public Schools.
- 2.5 The contractor shall, without additional cost to the Harford County Public Schools, be responsible for obtaining any and all necessary licenses and permits. The contractor shall comply with FEDERAL, STATE AND LOCAL LAWS, CODES AND REGULATIONS in connection with the performance of the work. Licenses and permits shall apply to the contract throughout and shall be deemed to be included in the contract the same as though herein written out in full.

- 2.6 All work shall be performed in a neat, workmanlike manner in full compliance with standards acceptable to the trade. Adequate precautions shall be taken for the safety of personnel and for prevention of damage or defacing of any portion of the building or property.
- 2.7 The contractor shall be responsible for their work until its completion and final acceptance.
- 2.8 Storage of any tools, equipment or materials incidental to the performance of the contract must be coordinated with Mr. Fred Gerring via fgerring@harfordcountyschools.org. MATERIALS MAY BE STORED IN THE SCHOOL. The contractor shall repair or replace any of the same, which may be damaged, lost or stolen without additional cost to the Harford County Public Schools.

3. **PROTECTION OF WORK AND PROPERTY**

The contractor will be held responsible for any and all damage to HARFORD COUNTY PUBLIC SCHOOLS property done or caused by the contractor or other personnel engaged in the execution of this contract. They shall be similarly responsible for all injury to any person that occurs as a result of their actions or negligence. They shall take proper safety and health precautions to protect the work, the workers, the public and the property of others. The contractor shall also be responsible for any and all damage to adjacent property incurred in the performance of the contract and hold Harford County Public Schools free of any and all claims for damages arising from the execution of the work.

4. **FORM OF PROPOSAL**

All bids shall be made in accordance with the form of proposal.

5. **AWARD**

The Harford County Public Schools reserves the right to accept or reject any or all bids and to waive any informalities in bids received. Award shall be made to the lowest responsive and responsible bidder.

6. **GUARANTEE**

The contractor shall guarantee all work performed under this contract to be free from defective material and faulty workmanship for a period of **one (1)** year from the date of formal acceptance by the Harford County Public Schools. The contractor shall provide the terms and conditions of the guarantee provided in the trade.

7. **TAXES**

Sales to the State of Maryland or any of its political subdivisions are exempt from retail sales tax. However, contractors or builders purchasing tangible personal property in the performance of their contract for the construction, repair or alteration of real property for the State of Maryland or any of its political subdivisions are not tax exempt.

8. **CONFLICT OF INTEREST**

- 8.1 No employee of the Harford County Public Schools shall engage in or have a financial interest in any contract that conflicts or raises a reasonable question of conflict with their duties and responsibilities. Further, the Harford County Public Schools may, by written notice of default to the supplier, terminate in whole or in part the contract if a determination is made that obtaining the contract was influenced by

13. **SCOPE OF SERVICE**

- 13.1 This solicitation and the specifications that follow are being offered to qualify and select contractor(s) to furnish necessary labor, equipment, materials, supervision, tools and all related incidents required to maintain, repair and/or upgrade **mechanical insulation for dual temperature piping, duct work, equipment, valves, etc.** and components at various locations for Harford County Public Schools (HCPS). The Award Bidder(s) shall provide for services in accordance with industry standards and/or manufacturer recommendations. The requirements outlined herein are intended as an aid to acquaint Bidders with what could be required to execute the work on this contract. These specifications will serve as the source documents for services for the term of the contract.
- 13.2 This is an Indefinite Delivery/Indefinite Quantities (IDIO) contract. The services and/or materials intended for purchase are based upon future needs of the system, and, are pending allocation of funds and may require the approval of award by the Board of Education of Harford County. HCPS reserves the right to authorize/order services and/or materials as may be required during the contract period and also, reserves the right to not authorize/order any services and/or materials. The estimated annual spend is expected to not exceed **\$50,000.00** but HCPS cannot guarantee a minimum or maximum spend.
- 13.3 The Bidders agree to hold their prices, under the same terms and conditions for a period of ninety (90) days from the date of the bid opening.
- 13.4 At the time of the opening of bids, each Bidder will be presumed to have read and to be thoroughly familiar with the specifications and related documents (including all Addenda). The failure or omission of any Bidder to receive or examine any form, instrument or document, shall in no way relieve any [HCPS] ~~or~~ ~~any~~ ~~of~~ ~~the~~ ~~bidders~~ received all addenda that have been issued prior to submission of their proposal.
- 13.5 Bidders providing incomplete and/or inaccurate information to HCPS are subject to immediate termination of contract and/or rejection of their proposal/bid as non-responsive.
- 13.6 Time is of the essence. All work must be done with the least possible disruption to the school operation and is to be coordinated with the HCPS Department of Facilities.
- 13.7 All work shall be approved by HCPS Department of Facilities. HCPS reserves the right of final approval for any work at the time of job completion. If the work is not acceptable, the Award Bidder will be called in to review and correct all problem areas without additional cost to HCPS. Any work necessary will be performed in accordance with a schedule jointly agreed upon. Failure of the Award Bidder to correct deficiencies, in a timely manner, may result in HCPS contracting with another vendor to correct deficiencies. The Award Bidder may then be pecuniarily responsible for the associated cost(s).
- 13.8 HCPS reserves the right to provide any materials and/or equipment for related installation of repairs.
- 13.9 HCPS reserves the right to utilize Regular Hourly Labor Rates submitted by Award Bidder(s) in response to this solicitation for work and for projects that are less than **\$5,000.00** ~~or more~~
~~per hour~~

14.0 Qualification of Bidder

- 14.1 All Bidders submitting a proposal shall include evidence that they maintain a permanent place of business. All Bidders shall include copies of any and all appropriate licenses necessary to perform this work. HCPS prefers that participating bidders have been in business for at least five (5) years installing,

repair and maintaining insulation products and components. Bidders who cannot demonstrate to the satisfaction of HCPS that they have had similar experience will not be considered.

14.2 HCPS may conduct any necessary investigation to determine the ability of the bidder to perform the work, and the bidder shall furnish to HCPS all such information and data/documentation requested. HCPS reserves the right to reject any proposal if the evidence submitted by the bidder or investigation of such bidder fails to satisfy HCPS that such bidder is properly qualified to carry out the obligations of the contract and to complete all requirements contemplated therein.

14.3 ~~10/06/2017 F&KD_v01v7~~
solicitation. Bidders shall have successfully completed at least three (3) projects/contracts or similar size and scope within the past three (3) years.

14.4 Bidders shall complete and return with their proposal the **Technician Form**. **Do not provide this information on any other form or paper – use the form provided.**

14.4.1 Provide the name and date of hire for each full time (not contractual) individual, currently employed by the firm, who will be used on any HCPS project.

14.4.2 Bidders are required to submit **the name(s) of any foreman to be used on HCPS projects.**

14.4.3 The authorized representative of the bidder must sign the form affirming that these are **full time properly trained, experienced and certified employees** and not part time, contractual or temporary employees. The Bidder agrees that these are the only employees to be used for work at HCPS sites.

15. **Award Bidder Employees**

15.1 The Award Bidder(s) shall provide a copy of ALL related certifications and or licenses held by each employee listed on the **Technician Form** within ten (10) days of notification or award.

15.2 The Award Bidder(s) has the right to remove individuals from the **Technician Form** throughout the term of contract by notifying HCPS in writing.

15.3 The Award Bidder(s) have the right to add individuals to the **Technician Form** throughout the term of the contract. However, HCPS reserves the right to review these employees work record to determine if these individuals are properly trained and experienced. Individuals that are not properly trained and experienced shall not be utilized. For all new employees, the Award Bidder shall:

15.3.1 Submit employee name and last two years work history to HCPS for review. Work history must include previous employers contact information.

15.3.2 Provide a copy of ALL related certifications and licenses for each employee.

15.3.3 HCPS must be notified of Award Bidder(s) intent to replace worker within one (1) business day of original workers departure. Award Bidder shall provide proof of required certifications for the new worker within ten (10) business days of assignment o HCPS contract.

15.4 Utilizing any employee not previously approved by HCPS is reason for **immediate termination** of the contract for cause.

- 15.5 Award Bidder(s) shall demonstrate to the satisfaction of HCPS that employees who will be used on any HCPs project are properly trained and experienced in the services outlined herein.
- 15.6 When required, employees may be required to provide a State of Maryland Police Background Check.

16. **Inspection of Site**

- 16.1 Bidders are responsible for site visitation and confirmation of existing conditions.
- 16.2 Failure to become familiar with the site will not relieve a successful bidder of their obligation to furnish all materials, labor and services necessary to carry out the provisions of the required work.

**HARFORD COUNTY PUBLIC SCHOOLS
102 South Hickory Avenue, Third Floor, Room 310
Bel Air, Maryland**

BID FORM

BID #10-JMC-014

On-Call Contract for Insulation Services Including Installation and Repair Services for Harford County Public Schools

All proposals must be submitted properly executed, securely and prominently marked. All proposals must be received at the Purchasing Department of the Harford County Public Schools by **2:30 P.M., 11/23/09** at which time they will be publicly opened. Proposals shall be submitted in a sealed envelope bearing on the outside the **name and number of the bid**, the **name and address of the bidder**, and the **bid opening date**. Proposals submitted by mail shall be addressed to the Purchasing Department, Harford County Public Schools, 102 South Hickory Avenue, Third Floor, Room 310, Bel Air, Maryland 21014, Attention: Mr. John R. Miller. Proposals delivered in person shall be received at the Purchasing Office, Harford County Public Schools, 102 South Hickory Avenue, Third Floor, Room 310, Bel Air, Maryland 21014.

APR 2 2010 10:00 AM
 , All proposals must include the price for all material, equipment, permits and supervision necessary and incidental to the **On-Call Contract for HVAC Services Including Installation, Repair, Updates and Preventive Maintenance** in full compliance with the accompanying specifications in accordance with the work completion schedule for the price listed below:

Please Affix the Attached Label to your Bid Response Envelope.

Item 1A BID:	"Regular Hourly Labor Rate" for one (1) Insulation Foreman
Dollars:	\$
Writing:	

Item 1B BID:	"Regular Hourly Labor Rate" for one (1) Insulation Technician
Dollars:	\$
Writing:	

Item #1	The markup for products, services, supplies, material, rental equipment, subcontractors, and other ancillary items required to complete the project following required approval from HCPS:	_____ %.
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INFORMATION REQUESTED FROM BIDDER

Bidder shall name three (3) locations where like contracts have been performed.

Client:	
Address:	
Telephone:	
Fax:	
Contact Person:	

Client:	
Address:	
Telephone:	
Fax:	
Contact Person:	

Client:	
Address:	
Telephone:	
Fax:	
Contact Person:	

ANY ALTERATIONS IN FIGURES ON THIS BID FORM MUST BE INITIALED IN SCRIPT, IN INK, BY THE PERSON SIGNING THE PROPOSAL.

In compliance with the above, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this bid is accepted, to furnish the service upon which price is quoted at the price indicated, performed at designated point within the time specified.

Company

Name (Print or Type)

Address

Title

Signature

Telephone

Date

Fax