

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

BID ANNOUNCEMENT

BID TITLE: Emergency Generator, Forest Hill Annex

BID NUMBER: 12-DGC-013

BID OPENING DATE AND TIME: February 15, 2012
2:30 p.m.

PLACE OF BID OPENING /
BID MAILING ADDRESS: Purchasing Office
Harford County Public Schools
Administration Building, 3rd Floor
102 South Hickory Avenue
Bel Air, Maryland 21014

PURCHASING AGENT: Mr. Donald A. Gunther
410.638.4339
Don.Gunther@HCPS.org

QUESTIONS DUE DATE AND TIME: Questions must be emailed to Don.Gunther@HCPS.org no later than 2:00 pm on February 7, 2012.

BONDING: Not Required

MBE DOCUMENTS: MBE Documents are not required

TIMELY DELIVERY OF BID DOCUMENTS: Bids must be received in the Purchasing Office before the bid opening. Bidders are reminded that not all special delivery carriers guarantee delivery to 102 S. Hickory Avenue, Bel Air, MD 21014 prior to 2:30 pm.

Bids should be sealed and labeled in an envelope with the bid number, bid title and directed to the Purchasing Office – 3rd Floor.

INCLEMENT WEATHER If Harford County Public Schools Administrative Offices are closed on the day a bid is DUE, that bid will be due at the same time the next day the Administrative Offices are open.

Bidders may obtain the Solicitation Documents by downloading the information at our website: www.hcps.org/departments/BusinessServices/purchasing.aspx. Bidders shall continue to check the HCPS website for possible addenda to the bid(s) prior to the bid opening date.

LATE BIDS WILL BE REJECTED AND RETURNED UNOPENED

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 Manager of Communications, 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 the 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 an aggregate bid should be consistent with the total quoted price for an aggregate bid. A "NO BID" on a combination of items will be permitted except as otherwise provided for on the proposal sheet.
- 1.8 The product offered by the bidder shall be new, not used, and the latest version. Should a product be discontinued and/or upgraded during the course of the contract, the Award Bidder shall offer to HCPS a new alternate product meeting and/or exceeding the established specifications, under the same terms, conditions and prices as the originally offered item.
- 1.9 The Award Bidder, after award and before manufacture and/or shipment, 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 bidder's compliance with specifications.
- 1.10 Any deviations to the specifications or statement of work, must be clearly noted in detail by the bidder/offeror, in writing at the time of submittal of the formal bid/proposal. Any deviations from the specifications as written is ground for rejection of the material, equipment and or services when delivered or performed.

2.0 BID PREPARATION, PROPOSAL SHEET, AND BID OPENING

- 2.1 Bidder must submit one (1) original with original signatures and one (1) copy of the proposal using HCPS proposal forms. The bidder should make and retain one (1) copy of the bid for their files. Bids must be signed and submitted by an authorized representative of the bidder. Each bidder may attach a letter of explanation to the bid, if so desired, to provide an explanation of any detail(s) in the bid.
- 2.2 Signed proposals/bids shall be returned in a sealed envelope. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate sealed mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof. HCPS shall not accept any facsimile transmission to HCPS purchasing agents, representatives or employees as meeting the requirement of the sealed bid. A facsimile document shall not be considered a valid response to the bid/offer solicitation.
- 2.3 Each bid must show the full business address, telephone number, and fax number of the bidder and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the bid and contract, including Notice of Award, copy of Contract, and Purchase Order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the bidder to the contrary.
- 2.4 All bidders shall be required to complete the certificates and/or affidavits, and/or acknowledgements that are incorporated into the proposal pages of this specification. Such documents are required by local, state or federal funding agencies of HCPS as part of the bidding process. The documents may include but are not limited to: Anti-Bribery Affidavit, Debarment Certificate, Sales Tax Certification, Minority Bidder Status, and when applicable, Asbestos Free Certification and any others that may be required.

2.5 Bid Opening

- 2.5.1 At the public opening of the bid, only the bidder's names and their prices will be read and recorded. All bids submitted by the required time will be accepted for further evaluation. Following complete evaluation of the bids/proposals following opening, bids/proposals may be rejected due to major irregularities or omissions and will be rendered as non-responsive. Bids will be tabulated or a bid abstract made.
 - 2.5.2 Complete evaluations of the proposals/bids will not take place at the bid opening and no indication of award will be made. HCPS reserves the right to review all responses and analyze the results of the procurement process.
 - 2.5.3 A final recommendation(s) for contract award may be prepared for review and when required, approval by the Board of Education of Harford County.
 - 2.5.4 The Board of Education of Harford County must approve contract awards of \$100,000.00 or more. Formal contract award is contingent upon the required Board approval.
 - 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 judgment 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 jurisdiction of the United States and its territories. This shall include but not limited to private schools, 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, Maryland is a political organization of the State of Maryland under the "Code of Maryland-Title 13A". The Internal Revenue Code Section 501 specifically exempts political organizations from 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 Maryland and acceptable to HCPS. The insurers must also have a policyholder's rating of "B" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company. HCPS hereby grants specific approval for the acquisition of worker's compensation and employer's liability insurance from the Injured Worker's Insurance Fund of Maryland.

12.0 **DIRECT DAMAGES**

HCPS reserves the right to pursue any and all damages against the award bidder of 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, made good or replaced, at the contractor's expense and 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 The Award Bidder must act as the manufacturer's agent 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 manufacturer's certification to be asbestos free, based upon criterion above. The Material Safety Data Sheet may 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 an employee's native language if the contractor has on site an employee that does not speak English.

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."** The following web-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 in the bid announcement and advertisement that, “PREVAILING WAGE RATES ARE APPLICABLE TO THIS PROJECT”. 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 Education of Harford County (the Board) under this Contract until the Contractor has obtained at the Contractor's own expense 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's request, certified copies of the required insurance policies.
- 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 insurers or, at the Board's request, certified copies of insurance policies, evidencing that the required insurance is in effect, 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 Contractor shall furnish Subcontractors' certificates of insurance to the Board immediately 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.

Therefore, the phrases "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD 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 acceptable to the Board. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" 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 disclosed by the Contractor, and are subject to Board's written approval. Any deductible or retention amounts elected by the Contractor or imposed by the Contractor's insurer(s) shall be the 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.

2. Contractor's Liability Insurance

2.1 The Contractor shall purchase and maintain the following insurance coverages at not less than the limits specified below or required by law, whichever is greater:

2.1.1 Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

\$1,000,000	Each Occurrence;
\$1,000,000	Personal and Adv Injury;
\$2,000,000	General Aggregate; and
\$2,000,000	Products/Completed Operations Aggregate

This insurance shall include coverage for all of the following:

- i. General aggregate limit applying on a per project basis;
- ii. Liability arising from premises and operations;
- iii. Liability arising from the actions of independent contractors;
- iv. Liability arising from products and completed operations with such coverage to be maintained for two years after final payment by the Board under this Contract; and
- v. Contractual liability protection for the Contractor from bodily injury and property damage claims arising out of liability assumed under this Contract; and
- vi. Liability arising from the explosion, collapse or underground (XCU) hazards.

2.1.2 Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- i. Liability arising out of the ownership, maintenance or use of any auto (if no owned autos, then hired and non-owned autos only); and
- ii. Automobile contractual liability.

2.1.3 Workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

\$100,000	Each accident for bodily injury by accident;
\$100,000	Each employee for bodily injury by disease; and
\$500,000	Policy limit for bodily injury by disease.

2.1.4 Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

(\$5,000,000)	Per occurrence;
(\$5,000,000)	Aggregate for other than products/completed operations and auto liability; and
(\$5,000,000)	Products/completed operations aggregate.

And including all of the following coverages on the applicable schedule of underlying insurance:

- i. Commercial general liability;
- ii. Business auto liability; and
- iii. Employers liability

2.1.5 The Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers shall be named as additional insureds on the Contractor's commercial general liability insurance and umbrella excess or excess liability insurance policies, if any, with respect to liability arising out of the products and/or materials, their installation or delivery, or related services provided under this Contract by Contractor. Such coverage shall extend to cover the additional insured(s) for liability arising out of the following:

- i. On-going operations;
- ii. Board's general supervision of installation, delivery and/or other services as provided by the Contractor under this Contract; and
- iii. Products and completed operations.

The commercial general liability policy and the umbrella excess liability or excess liability policies, if required herein, must include additional insured language, which shall afford liability coverage for all of the exposures listed above in i., ii. and iii., as follows:

"This policy is amended to include as insured Board and Board's elected and appointed officials, officers, employees and authorized volunteers, but only for liability arising out of "your product" or "your work" for Board by or for you."

Special Notes: ISO forms CG 2009 and CG 2010 entitled "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization" (previously Forms A and B respectively) are **NOT ACCEPTABLE**. A manuscript endorsement with the above wording is required.

2.1.6 Insurance or self-insurance provided to the Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers under any Contractor's liability insurance or self-insurance required herein, including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from Contractor's liability insurance policies required herein.)

2.1.7 Insurance or self-insurance provided to the Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Board and its elected and appointed officials, officers, employees and authorized volunteers shall be excess of and non-contributory with insurance or self-insurance provided to the Board and its elected and appointed officials, officers, employees and authorized volunteers as specified herein.

2.2 If any liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions:

- i. The Contractor shall agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment by the Board under this Contract. Such certificates shall evidence a retroactive date no later than the inception date of this Contract; or
- ii. The Contractor shall purchase an extended (minimum two years) reporting period endorsement for each such "claims made" policy in force as of the expiration or termination date of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the inception date of this Contract.

3. **Contractor's Property Insurance**

3.1 The Contractor (or Subcontractor) storing, transporting and/or delivering the products or materials purchase by the Board under this Contract shall purchase and maintain transportation (cargo) insurance on incoming goods in its care, custody or control, while such property is being loaded, is in transit, is being unloaded and until such time property is set at its final destination.

Such insurance shall value incoming goods in transit at the amount of the selling invoice plus prepaid or advanced freight charges. Property not under invoice shall be valued at the cost to repair or replace the lost or damaged incoming goods. Such insurance shall be written at per conveyance and per occurrence limits equal to or in excess of the total selling price value of the largest shipment of incoming goods purchased under this Contract or at other limits acceptable to the Board.

3.2 The Contractor (or Subcontractor) storing, transporting and/or delivering the products or materials purchased by the Board under this Contract shall purchase and maintain blanket employee dishonesty insurance, which shall pay for loss of the products or materials purchased by the Board under this Contract when caused by the dishonest acts of the Contractor's (or subcontractor's) employees, at a limit equal to or in excess of the total selling price value of the largest shipment of incoming goods purchased under this Contract or at another limit acceptable to the Board.

3.3 The Contractor (or Subcontractor) storing, transporting and/or delivering the products or materials purchased by the Board under this Contract shall be responsible for payment of any deductibles applicable under this transportation insurance, employee dishonesty insurance or other property insurance applicable to the incoming goods.

4. **Indemnification**

To the fullest extent permitted by law, Contractor agrees to defend, indemnify, pay on behalf of and save harmless the Board of Education of Harford County, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including attorneys' fees and all other costs connected therewith, arising out of or connected to the supply, delivery or installation of any products or materials provided by Contractor under this Contract.

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 (including attorneys' fees) arising out of the supply, delivery or installation of any products or materials provided by 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 and that the Board's workers compensation coverage or self-insurance is not intended to and will not respond to cover any medical or indemnity loss arising out of injury to the Contractor or its employees during the Contractor's provision of goods or 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 during the Contractor's provision of goods or services as an independent contractor for the Board. 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

Date

Witness

Purchaser: Donald G. Gunther, 410.638.4339

HARFORD COUNTY PUBLIC SCHOOLS
NO REPLY FORM

Bid #:	12-DGC-013
Bid Title:	Emergency Generator, Forest Hill Annex

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 future invitations unless you request removal from the Bidders' List by so indicating below.

Unfortunately, we must offer a "No Bid" at this time because:

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 wish to remain on the Bidders' List
	We wish to be deleted from the Bidders' List

HARFORD COUNTY PUBLIC SCHOOLS

102 South Hickory Avenue, Third Floor, Room 310
Bel Air, MD 21014

SPECIFICATIONS

Emergency Generator, Forest Hill Annex

BID #12-DGC-013

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 purchase site delivery and setting in place of an Emergency Generator at the Forest Hill Annex.

2. **SCOPE OF WORK**

This is a multi phased project. It is the intent of the following specifications to provide prospective bidders with information relative to the purchase, site delivery, setting in place, of **an emergency generator** for installation by others. Purchase shall include all cost related to coordinating delivery and placement with the installing contractor, set up, equipment testing training and manufacturer's warranty.

3. **SPECIFIC CONDITIONS**

Prospective bidders are obligated to read and understand all parts of this invitation to bid and to obtain clarification of any part not understood. Instruction to bidders are intended to cover all permits, labor, supervision, tools, equipment, materials and services in performance of all work necessary for the purchase and related costs, in the storage, site delivery of equipment listed.

It is the sole responsibility of the bidder to call to the attention of Donald A Gunther, Purchasing Agent, **IN WRITING VIA EMAIL** at Don.Gunther@hcps.org, and any discrepancies in specifications. Any errors, omissions or incompatibilities noted after the bid opening shall be the bidder's responsibility and shall in no way release him 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.

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. **Three references of work completed of similar size and scope must be provided on the bid form.**

Access to grounds, if necessary for bidding purposes, or while work is in progress shall be determined by Mr. Harry Miller, Project Manager, HCPS Planning and Construction at 410-809-6120.

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.

The contractor shall, without additional cost to the Harford County Public Schools, be responsible for obtaining any and all necessary license 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.

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.

The contractor shall have a superintendent on the job site at all times during the work. The superintendent shall be empowered to act in the contractors behalf. The on-site superintendent shall be knowledgeable in all aspects of the project and shall be fluent in the English language.

The contractor shall be responsible for their work until its completion and final acceptance.

Storage of any tools, equipment or materials incidental to the performance of the contract must be coordinated with Mr. Harry Miller and will be at the contractor's risk. NO TOOLS, EQUIPMENT OR MATERIALS MAY BE STORED AT THE SITE. 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.

Contractor shall be responsible for Port-A-Pot facilities, if required.

4. **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.

5. **SPECIFIC CONDITIONS**

EACH BIDDER SHALL SUBMIT WITH THEIR BID COMPLETE DESCRIPTIVE MATERIAL INCLUDING ILLUSTRATIONS, SPECIFICATIONS, TRADE NAME, TYPE AND OTHER PERTINENT DATA. WHICH WILL PERMIT EVALUATION OF BIDS WITHOUT FURTHER REFERENCE. EQUIPMENT UPON WHICH THE BID IS BASED SHALL BE INDICATED IN THE LITERATURE SUBMITTED. Any deviation between the Harford County Public School's specifications and bidder's descriptive material shall be brought to the attention of the Harford County Public Schools in an accompanying letter.

No proposal will be considered from any person, firm or corporation who has defaulted in the performance of any contract or agreement made with Harford County Public Schools, or conclusively shown to have failed to perform satisfactorily such contract or agreement. The successful contractor shall give their personal attention to the faithful fulfilling of this contract and shall not sublet any portion of same to another contractor or supplier, without the previous written consent of Harford County Public Schools.

Harford County Public Schools 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 willful attempt to impose upon Harford County Public Schools equipment inferior to that required by the contract and any action taken by Harford County Public Schools in pursuance of this latter stipulation shall not affect or impair any right to claim of Harford County Public Schools to damages for the breach of the covenant of the contract by the contractor.

6. **BID FORM**

All bids shall be made in accordance with the bid form. All bids which stipulate a condition or combination other than specified may be rejected. No bidder will be allowed to offer more than one price on the equipment even though they may feel that they have two or more kinds that meet specification. Bidder must determine for themselves which to offer. If said bidder should submit more than one price, all prices for that equipment will be rejected.

7. **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.

Awards shall be made, based on availability, to the lowest responsive and responsible bidder offering equipment meeting the Performance Requirements/Load Requirements and Basics of Design Requirements as specified on Page 5 of the Technical Specifications – Diesel Engine Generators.

Time is of the essence in the completion of this project: therefore, the Harford County Public Schools reserves the right to strongly consider start date and completion date of this contract.

8. **COMPLETION OF WORK**

Delivery Date: May 15, 2012

The successful Contractor will coordinate delivery, installation, and start-up requirements with the awarded installation Contractor.

9. **GUARANTEE**

The contractor shall guarantee all work performed under this contract to be free from defective material and faulty workmanship for a period of five (5) years from the date of formal acceptance by the Harford County Public Schools.

10. **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.

11. **CONFLICT OF INTEREST**

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 an employee of the Harford County Public Schools having received a gratuity, or promise thereof, in any way or form.

“Anti-Bribery Affidavit”: Bidders must complete the “**Anti-Bribery Affidavit**” and the “**Certification regarding U.S. Government Debarment Suspension, Ineligibility and Voluntary Exclusions**” forms which are in front of the bid pages and must attach them with the completed bid forms. Failure to complete these forms and submit them with the completed bid forms may result in rejection of the entire bid proposal.

12. **SPECIAL NOTATION**

12.1 The contractor shall advise the Harford County Public Schools of the intention to use any employees that are hired or obtained from any penal pre-release or work-release programs. In the event such employees are used, notification to the Harford County Public Schools shall include name and violation for each individual. The contractor shall take reasonable precautions when selecting such individuals and provide whatever safeguards are necessary for effective supervision. The contractor's employees are not permitted inside school buildings when the nature of the contract is outside work.

12.2 No drawings are included in the purchase of the equipment.

13. **PROCUREMENT ADMINISTRATOR**

Donald Gunther, Purchasing Agent, will administer the solicitation process. The Procurement Administrator will be the sole point of contact for purposes of this bid. Questions and inquiries should be e-mailed to the Procurement Administrator: Mr. Donald Gunther, at Don.Gunther@hcps.org.

All questions must be e-mailed, and received no later than 2:00 pm local time, February 7, 2012.

FOREST HILL ANNEX WAREHOUSE
BID #12-DGC-01
Forest Hill Annex
Emergency Generator – Forest Hill Annex

TECHNICAL SPECIFICATIONS – DIESEL ENGINE GENERATORS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes packaged diesel engine-generator sets for standby outdoor power supply with the following features:
 - 1. Diesel engine.
 - 2. Unit-mounted cooling system.
 - 3. Unit-mounted control and monitoring.
 - 4. Performance requirements for sensitive loads.
 - 5. Unit mounted sub-base fuel tank
 - 6. Sound Attenuated Generator Enclosure
- B. Deliver to site and provide test, start-up, demonstration and training services.
- C. Work provided by others:
 - 1. The Owner's electrical contractor (Key Systems) shall provide the generator concrete pad, feeders from new genset to existing ATS and circuits for battery charger and jacket heater.

1.3 DEFINITIONS

- A. Operational Bandwidth: The total variation from the lowest to highest value of a parameter over the range of conditions indicated, expressed as a percentage of the nominal value of the parameter.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of packaged engine generator indicated. Include rated capacities, operating characteristics, and furnished specialties and accessories. In addition, include the following:
 - 1. Thermal damage curve for generator.
 - 2. Time-current characteristic curves for generator protective device.

- B. Shop Drawings: Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
1. Dimensioned outline plan and elevation drawings of engine-generator set and other components specified.
 2. Design Calculations: Calculate requirements for selecting vibration isolators and seismic restraints and for designing vibration isolation bases.
 3. Vibration Isolation Base Details: Detail fabrication, including anchorages and attachments to structure and to supported equipment. Include base weights.
 4. Wiring Diagrams: Power, signal, and control wiring.
 5. Provide an electronic copy in PDF format and six (6) hard copies within seven (7) days of Award.

1.5 INFORMATIONAL SUBMITTALS

- A. Manufacturer Seismic Qualification Certification: Submit certification that day tank, engine-generator set, batteries, battery racks, accessories, and components will withstand seismic forces. Include the following:
1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
 - a. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified."
 2. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
 3. Detailed description of equipment anchorage devices on which the certification is based and their installation requirements.
- B. Qualification Data: For manufacturer and testing agency.
- C. Source quality-control test reports.
1. Certified summary of prototype-unit test report.
 2. Certified Test Reports: For components and accessories that are equivalent, but not identical, to those tested on prototype unit.
 3. Certified Summary of Performance Tests: Certify compliance with specified requirement to meet performance criteria for sensitive loads.
 4. Report of factory test on units to be shipped for this Project, showing evidence of compliance with specified requirements.
 5. Report of sound generation.
 6. Report of exhaust emissions showing compliance with applicable regulations.
 7. Certified Torsional Vibration Compatibility: Comply with NFPA 110.
- D. Field quality-control test reports.
- E. Warranty: Special warranty specified in this Section.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For packaged engine generators to include in emergency, operation, and maintenance manuals. Include the following:
 - 1. List of tools and replacement items recommended to be stored at Project for ready access. Include part and drawing numbers, current unit prices, and source of supply.

1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Fuses: One for every 10 of each type and rating, but no fewer than one of each.
 - 2. Indicator Lamps: Two for every six of each type used, but no fewer than two of each.
 - 3. Filters: One set each of lubricating oil, fuel, and combustion-air filters.

1.8 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A qualified manufacturer. Maintain, within 50 miles (80 km) of Project site, a service center capable of providing training, parts, and emergency maintenance repairs.
- B. Testing Agent Qualifications: Factory trained service and currently certified technicians, with the experience and capability to conduct the testing indicated,
- C. Source Limitations: Obtain packaged generator sets and auxiliary components through one source from a single manufacturer.
- D. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- E. Comply with ASME B15.1.
- F. Comply with NFPA 37.
- G. Comply with NFPA 70.
- H. Comply with NFPA 99.
- I. Comply with NFPA 110 requirements for Level 2 emergency power supply system.
- J. Comply with UL 2200.
- K. Engine Exhaust Emissions: Comply with applicable state and local government requirements. EPA Certified Stationary Generator Set.

1.9 PROJECT CONDITIONS

- A. Environmental Conditions: Engine-generator system shall withstand the following environmental conditions without mechanical or electrical damage or degradation of performance capability:
 - 1. Ambient Temperature: Minus 15 to plus 40 deg C.
 - 2. Relative Humidity: 0 to 95 percent.
 - 3. Altitude: Sea level to 499 feet (152 m).

1.10 COORDINATION

- A. Coordinate size and location of concrete bases for package engine generators. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified with concrete.
- B. Coordinate with existing ATS switch connections and controls.

1.11 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of packaged engine generators and associated auxiliary components that fail in materials or workmanship within specified warranty period. The warranty shall be comprehensive. No deductibles shall be allowed for travel time, service hours, repair parts cost, etc.
 - 1. Warranty Period: Five (5) years from May 18, 2012.

1.12 MAINTENANCE SERVICE

- A. Initial Maintenance Service: Beginning at Substantial Completion, provide 12 months' full maintenance by skilled employees of manufacturer's designated service organization. Include quarterly exercising to check for proper starting, load transfer, and running under load. Include routine preventive maintenance as recommended by manufacturer and adjusting as required for proper operation. Provide parts and supplies same as those used in the manufacture and installation of original equipment.

1.13 PERFORMANCE REQUIREMENTS

- A. LOAD REQUIREMENTS: All loads shall be served by the new genset via the existing 400 Amp ATS. ALL LOADS ARE SERVED INSTEP 1. The existing loads are as follows:

LOAD DESCRIPTIION	Starting kW	Starting kVA	Voltage & Phase
3 MOTORS : Freezer units 1,2,3 Code "G" (6kVA/HP) Across the line	108	270	208 Volt 3 Phase
3 MOTORS: Outdoor Cooler motor Units	17.1	28.5	208 Volt

1,2,&3, Each 1HP, Code "L" (9.5 kVA /HP) Across the line			3 Phase
OFFICE EQUIPMENT: 1kW @ 0.97 PF THID = 45%	1.0	1.0	120 Volt 1 Phase
RESISTIVE : Future Receptacles 8 x 1kW @1.0 PF THID = 0%	8.0	8.0	120 Volt 1 Phase
OFFICE EQUIPMENT: Future Office Equipment 1kWx29 @ 0.97 PF THID = 45%	29.0	29.9	120 Volt 1 Phase
LIGHTING 6 x 1kVA @0.97% PF THID – 20%	5.8	6.0	120 Volt 1 Phase
RESISTIVE : HEATERS 1 x41kW @1.0 PF THID = 0%	4.0	4.0	120 Volt 1 Phase
SUMMARY	172.9 kW Peak	347.4 KVA Peak	

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. **Basis-of-Design Product:** Subject to compliance with requirements, provide Generac Industrial Power SD Diesel series or a comparable product by one of the following, or approved equal:
1. [Generac](#)
 2. [Cummins Power Generation; Industrial Business Group](#) DSGA Series
 3. Kohler Power Systems

2.2 ENGINE-GENERATOR SET

- A. Factory-assembled and -tested, engine-generator set.
- B. Mounting Frame: Maintain alignment of mounted components without depending on concrete foundation; and have lifting attachments.
1. Rigging Diagram: Inscribed on metal plate permanently attached to mounting frame to indicate location and lifting capacity of each lifting attachment and generator-set center of gravity.
- C. Capacities and Characteristics:
1. Power Output Ratings: Standby Nominal ratings 175 kW (minimum) or larger as needed to served loads indicated. Provide Diesel Genset with upsized Alternator, sized as needed to serve loads , at 0.91 power factor.
 2. Output Connections: 208/120 Volt, 3 phase, four wire, 60 Hz.
 3. Nameplates: For each major system component to identify manufacturer's name and address, and model and serial number of component.

D. Generator-Set Performance:

1. Steady-State Voltage Operational Bandwidth: 3 percent of rated output voltage from no load to full load.
2. Transient Voltage Performance: Not more than 35 percent variation for 50 percent step-load increase or decrease. Voltage shall recover and remain within the steady-state operating band within three seconds.
3. Steady-State Frequency Operational Bandwidth: 0.5 percent of rated frequency from no load to full load.
4. Steady-State Frequency Stability: When system is operating at any constant load within the rated load, there shall be no random speed variations outside the steady-state operational band and no hunting or surging of speed.
5. Transient Frequency Performance: Less than 5 percent variation for 50 percent step-load increase or decrease. Frequency shall recover and remain within the steady-state operating band within five seconds. Maximum allowable transient shall be a 15 Hertz frequency dip.
6. Output Waveform: At no load, harmonic content measured line to line or line to neutral shall not exceed 5 percent total and 3 percent for single harmonics. Telephone influence factor, determined according to NEMA MG 1, shall not exceed 50 percent.
7. Sustained Short-Circuit Current: For a 3-phase, bolted short circuit at system output terminals, system shall supply a minimum of 250 percent of rated full-load current for not less than 10 seconds and then clear the fault automatically, without damage to generator system components.
8. Start Time: Comply with NFPA 110, Type 10, system requirements.

2.3 ENGINE

A. Fuel: Fuel oil, Grade DF-2.

B. Rated Engine Speed: 1800 rpm.

C. Maximum Piston Speed : 1559 fpm.

D. Lubrication System: The following items are mounted on engine or skid:

1. Filter and Strainer: Rated to remove 90 percent of particles 5 micrometers and smaller while passing full flow.
2. Thermostatic Control Valve: Control flow in system to maintain optimum oil temperature. Unit shall be capable of full flow and is designed to be fail-safe.
3. Crankcase Drain: Arranged for complete gravity drainage to an easily removable container with no disassembly and without use of pumps, siphons, special tools, or appliances.

E. Engine Fuel System:

1. Main Fuel Pump: Mounted on engine. Pump ensures adequate primary fuel flow under starting and load conditions.
2. Relief-Bypass Valve: Automatically regulates pressure in fuel line and returns excess fuel to source.

- F. Coolant Jacket Heater: Electric-immersion type, factory installed in coolant jacket system. Comply with NFPA 110 requirements for Level 1 equipment for heater capacity.
- G. Governor: Adjustable isochronous, with speed sensing.
- H. Cooling System: Closed loop, liquid cooled, with radiator factory mounted on engine-generator-set mounting frame and integral engine-driven coolant pump.
 - 1. Coolant: Solution of 50 percent ethylene-glycol-based antifreeze and 50 percent water, with anticorrosion additives as recommended by engine manufacturer.
 - 2. Size of Radiator: Adequate to contain expansion of total system coolant from cold start to 110 percent load condition.
 - 3. Expansion Tank: Constructed of welded steel plate and rated to withstand maximum closed-loop coolant system pressure for engine used. Equip with gage glass and petcock.
 - 4. Temperature Control: Self-contained, thermostatic-control valve modulates coolant flow automatically to maintain optimum constant coolant temperature as recommended by engine manufacturer.
 - 5. Coolant Hose: Flexible assembly with inside surface of nonporous rubber and outer covering of aging-, ultraviolet-, and abrasion-resistant fabric.
 - a. Rating: 50-psig (345-kPa) maximum working pressure with coolant at 180 deg F (82 deg C), and non-collapsible under vacuum.
 - b. End Fittings: Flanges or steel pipe nipples with clamps to suit piping and equipment connections.
- I. Muffler/Silencer: Critical type, sized as recommended by engine manufacturer and selected with exhaust piping system to not exceed engine manufacturer's engine backpressure requirements.
 - 1. Minimum sound attenuation of 25 dB at 500 Hz.
 - 2. Sound level measured at a distance of 23 feet (7 m) from exhaust discharge after installation is complete shall be 85 dBA or less.
- J. Air-Intake Filter: Heavy-duty, engine-mounted air cleaner with replaceable dry-filter element and "blocked filter" indicator.
- K. Starting System: 24-V electric, with negative ground.
 - 1. Components: Sized so they will not be damaged during a full engine-cranking cycle with ambient temperature at maximum specified in Part 1 "Project Conditions" Article.
 - 2. Cranking Motor: Heavy-duty unit that automatically engages and releases from engine flywheel without binding.
 - 3. Cranking Cycle: As required by NFPA 110 for system level specified.
 - 4. Battery: Adequate capacity within ambient temperature range specified in Part 1 "Project Conditions" Article to provide specified cranking cycle at least twice without recharging.
 - 5. Battery Cable: Size as recommended by engine manufacturer for cable length indicated. Include required interconnecting conductors and connection accessories.
 - 6. Battery Compartment: Factory fabricated of metal with acid-resistant finish and thermal insulation. Thermostatically controlled heater shall be arranged to maintain

battery above 10 deg C regardless of external ambient temperature within range specified in Part 1 "Project Conditions" Article. Include accessories required to support and fasten batteries in place.

7. Battery-Charging Alternator: Factory mounted on engine with solid-state voltage regulation and 35-A minimum continuous rating.
8. Battery Charger: Current-limiting, automatic-equalizing and float-charging type. Unit shall comply with UL 1236 and include the following features:
 - a. Operation: Equalizing-charging rate of 10 A shall be initiated automatically after battery has lost charge until an adjustable equalizing voltage is achieved at battery terminals. Unit shall then be automatically switched to a lower float-charging mode and shall continue to operate in that mode until battery is discharged again.
 - b. Automatic Temperature Compensation: Adjust float and equalize voltages for variations in ambient temperature from minus 40 deg C to plus 60 deg C to prevent overcharging at high temperatures and undercharging at low temperatures.
 - c. Automatic Voltage Regulation: Maintain constant output voltage regardless of input voltage variations up to plus or minus 10 percent.
 - d. Ammeter and Voltmeter: Flush mounted in door. Meters shall indicate charging rates.
 - e. Safety Functions: Sense abnormally low battery voltage and close contacts providing low battery voltage indication on control and monitoring panel. Sense high battery voltage and loss of ac input or dc output of battery charger. Either condition shall close contacts that provide a battery-charger malfunction indication at system control and monitoring panel.
 - f. Enclosure and Mounting: NEMA 250, Type 1, wall-mounted cabinet.

2.4 FUEL OIL STORAGE

- A. Comply with NFPA 30.
- B. Base Tank: Comply with UL 142, Sub-base , factory-fabricated fuel tank assembly, the following features:
 1. Containment: Integral rupture basin with a capacity of 110 percent of nominal capacity of day tank.
 - a. Leak Detector: Locate in rupture basin and connect to provide audible and visual alarm in the event of day-tank leak.
 2. Tank Capacity: As recommended by engine manufacturer for an uninterrupted period of 70 hours' operation at 100 percent of rated power output of engine-generator system without being refilled. Minimum tank size shall be 946 gallon capacity tank.
 3. Pump Capacity: Exceeds maximum flow of fuel drawn by engine-mounted fuel supply pump at 110 percent of rated capacity, including fuel returned from engine.
 4. Low-Level Alarm Sensor: Liquid-level device operates alarm contacts at 25 percent of normal fuel level.
 5. Piping Connections: Factory-installed fuel supply and return lines from tank to engine; local fuel fill, vent line, overflow line; and tank drain line with shutoff valve.

2.5 CONTROL AND MONITORING

- A. Automatic Starting System Sequence of Operation: When mode-selector switch on the control and monitoring panel is in the automatic position, remote-control contacts in one or more separate automatic transfer switches initiate starting and stopping of generator set. When mode-selector switch is switched to the on position, generator set starts. The off position of same switch initiates generator-set shutdown. When generator set is running, specified system or equipment failures or derangements automatically shut down generator set and initiate alarms. Operation of a remote emergency-stop switch also shuts down generator set.
- B. Manual Starting System Sequence of Operation: Switching on-off switch on the generator control panel to the on position starts generator set. The off position of same switch initiates generator-set shutdown. When generator set is running, specified system or equipment failures or derangements automatically shut down generator set and initiate alarms. Operation of a remote emergency-stop switch also shuts down generator set.
- C. Configuration: Operating and safety indications, protective devices, basic system controls, engine gages, instrument transformers, generator disconnect switch or circuit breaker, and other indicated components shall be grouped in a combination control and power panel. Control and monitoring section of panel shall be isolated from power sections by steel barriers. Panel features shall include the following:
 - 1. Wall-Mounting Cabinet Construction: Rigid, self-supporting steel unit complying with NEMA ICS 6. Power bus shall be copper. Bus, bus supports, control wiring, and temperature rise shall comply with UL 891.
 - 2. Current and Potential Transformers: Instrument accuracy class.
- D. Indicating and Protective Devices and Controls: As required by NFPA 110 for Level 2 system, and the following:
 - 1. AC voltmeter.
 - 2. AC ammeter.
 - 3. AC frequency meter.
 - 4. DC voltmeter (alternator battery charging).
 - 5. Engine-coolant temperature gage.
 - 6. Engine lubricating-oil pressure gage.
 - 7. Running-time meter.
 - 8. Ammeter-voltmeter, phase-selector switch(es).
 - 9. Generator-voltage adjusting rheostat.
 - 10. Fuel tank derangement alarm.
 - 11. Fuel tank high-level shutdown of fuel supply alarm.
 - 12. Generator overload.
- E. Indicating and Protective Devices and Controls:
 - 1. AC voltmeter.
 - 2. AC ammeter.
 - 3. AC frequency meter.
 - 4. DC voltmeter (alternator battery charging).
 - 5. Engine-coolant temperature gage.
 - 6. Engine lubricating-oil pressure gage.

7. Running-time meter.
8. Ammeter-voltmeter, phase-selector switch(es).
9. Generator-voltage adjusting rheostat.
10. Start-stop switch.
11. Overspeed shutdown device.
12. Coolant high-temperature shutdown device.
13. Coolant low-level shutdown device.
14. Oil low-pressure shutdown device.
15. Fuel tank derangement alarm.
16. Fuel tank high-level shutdown of fuel supply alarm.
17. Generator overload.

F. Supporting Items: Include sensors, transducers, terminals, relays, and other devices and include wiring required to support specified items. Locate sensors and other supporting items on engine or generator, unless otherwise indicated.

G. Connection to Data Link: A separate terminal block, factory wired to Form C dry contacts, for each alarm and status indication is reserved for connections for data-link transmission of indications to remote data terminals.

H. Common Remote Audible Alarm: Signal the occurrence of any events listed below without differentiating between event types. Connect so that after an alarm is silenced, clearing of initiating condition will reactivate alarm until silencing switch is reset.

1. Engine high-temperature shutdown.
2. Lube-oil, low-pressure shutdown.
3. Overspeed shutdown.
4. Remote emergency-stop shutdown.
5. Engine high-temperature prealarm.
6. Lube-oil, low-pressure prealarm.
7. Fuel tank, low-fuel level.
8. Low coolant level.

I. Remote Emergency-Stop Switch: Flush; wall mounted, unless otherwise indicated; and labeled. Push button shall be protected from accidental operation.

2.6 GENERATOR OVERCURRENT AND FAULT PROTECTION

A. Generator Circuit Breaker: Molded-case, thermal-magnetic type; 80 percent rated; complying with NEMA AB 1 and UL 489.

1. Tripping Characteristic: Designed specifically for generator protection.
2. Trip Rating: Matched to generator rating.
3. Mounting: Adjacent to or integrated with control and monitoring panel.

2.7 GENERATOR, EXCITER, AND VOLTAGE REGULATOR

A. Comply with NEMA MG 1.

- B. Drive: Generator shaft shall be directly connected to engine shaft. Exciter shall be rotated integrally with generator rotor.
- C. Electrical Insulation: Class H or Class F.
- D. Stator-Winding Leads: Brought out to terminal box to permit future reconnection for other voltages if required.
- E. Construction shall prevent mechanical, electrical, and thermal damage due to vibration, overspeed up to 125 percent of rating, and heat during operation at 110 percent of rated capacity.
- F. Enclosure: Dripproof.
- G. Instrument Transformers: Mounted within generator enclosure.
- H. Voltage Regulator: Solid-state type, separate from exciter, providing performance as specified.
 - 1. Adjusting rheostat on control and monitoring panel shall provide plus or minus 5 percent adjustment of output-voltage operating band.
- I. Strip Heater: Thermostatically controlled unit arranged to maintain stator windings above dew point.
- J. Windings: Two-thirds pitch stator winding and fully linked amortisseur winding.
- K. Subtransient Reactance: 12 percent, maximum.

2.8 VIBRATION ISOLATION DEVICES

- A. Restrained Spring Isolators: Freestanding, steel, open-spring isolators with seismic restraint.
 - 1. Housing: Steel with resilient vertical-limit stops to prevent spring extension due to wind loads or if weight is removed; factory-drilled baseplate bonded to ~~1/4-inch-~~ (6-mm-) thick, elastomeric isolator pad attached to baseplate underside; and adjustable equipment mounting and leveling bolt that acts as blocking during installation.
 - 2. Outside Spring Diameter: Not less than 80 percent of compressed height of the spring at rated load.
 - 3. Minimum Additional Travel: 50 percent of required deflection at rated load.
 - 4. Lateral Stiffness: More than 80 percent of rated vertical stiffness.
 - 5. Overload Capacity: Support 200 percent of rated load, fully compressed, without deformation or failure.

2.9 OUTDOOR GENERATOR SET ENCLOSURE

- A. Description: Prefabricated, vandal-resistant, weatherproof steel housing, wind-resistant up to 100 mph (160 km/h). Multiple panels shall be lockable and provide adequate access to components requiring maintenance. Panels shall be removable by one person without tools.

Instruments and controls shall be mounted within enclosure. Generator set enclosure shall be constructed of galvanized steel.

- B. Finishes shall be two (2) coats of manufacturer's standard enamel over corrosion-resistant pretreatment and compatible standard primer.
- C. Provide thermal insulation as required to maintain winter interior temperature within limits required by components.

Provide ventilation louvers on enclosure, equipped with insect/rodent screens and filter arranged to permit air circulation while excluding exterior dust and rodents. Engine cooling airflow through enclosure shall be adequate to maintain temperature rise of system components within required limits when unit operates at 110 percent of rated load for two hours with ambient temperature at top range specified in system service conditions.

- D. The enclosure shall be provided with an exhaust silencer which is mounted inside of the enclosure, and allows the generator set package to meet specified sound level requirements. Silencer and exhaust shall include a raincap and rainshield.

2.10 SOURCE QUALITY CONTROL

- A. Prototype Testing: Factory test engine-generator set using same engine model, constructed of identical or equivalent components and equipped with identical or equivalent accessories.
 - 1. Tests: Comply with NFPA 110, Level 1 Energy Converters and with IEEE 115.
- B. Project-Specific Equipment Tests: Before shipment, factory test engine-generator set and other system components and accessories manufactured specifically for this Project. Perform tests at rated load and power factor. Include the following tests:
 - 1. Test components and accessories furnished with installed unit that are not identical to those on tested prototype to demonstrate compatibility and reliability.
 - 2. Full load run.
 - 3. Maximum power.
 - 4. Voltage regulation.
 - 5. Transient and steady-state governing.
 - 6. Single-step load pickup.
 - 7. Safety shutdown.

PART 3 - EXECUTION

3.1 START-UP

- A. Start-Up Services: Provide for as long a time as is necessary to ensure proper operation of the unit, but in no case for less than two (2) full working days.

- B. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections. Report results in writing.
- C. Perform tests and inspections and prepare test reports.
 - 1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.
- D. Tests and Inspections:
 - 1. Perform tests recommended by manufacturer and each electrical test and visual and mechanical inspection[(except those indicated to be optional)] for "AC Generators and for Emergency Systems" specified in NETA Acceptance Testing Specification. Certify compliance with test parameters.
 - 2. NFPA 110 Acceptance Tests: Perform tests required by NFPA 110 that are additional to those specified here including, but not limited to, single-step full-load pickup test.
 - 3. Battery Tests: Equalize charging of battery cells according to manufacturer's written instructions. Record individual cell voltages.
 - a. Measure charging voltage and voltages between available battery terminals for full-charging and float-charging conditions. Check electrolyte level and specific gravity under both conditions.
 - b. Test for contact integrity of all connectors. Perform an integrity load test and a capacity load test for the battery.
 - c. Verify acceptance of charge for each element of the battery after discharge.
 - d. Verify that measurements are within manufacturer's specifications.
 - 4. Battery-Charger Tests: Verify specified rates of charge for both equalizing and float-charging conditions.
 - 5. System Integrity Tests: Methodically verify proper installation, connection, and integrity of each element of engine-generator system before and during system operation. Check for air, exhaust, and fluid leaks.
- E. Coordinate tests with tests for transfer switches and run them concurrently.
- F. Test instruments shall have been calibrated within the last 12 months, traceable to standards of NIST, and adequate for making positive observation of test results. Make calibration records available for examination on request.
- G. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.
- H. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- I. Remove and replace malfunctioning units and retest / re-inspect as specified above.
- J. Retest: Correct deficiencies identified by tests and observations and retest until specified requirements are met.

- K. Report results of tests and inspections in writing. Record adjustable relay settings and measured insulation resistances, time delays, and other values and observations. Attach a label or tag to each tested component indicating satisfactory completion of tests.
- L. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain packaged engine generators

3.2 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain packaged engine generators as specified below:

1. Coordinate this training with that for transfer switches.
2. Train Owner's maintenance personnel on procedures and schedules for starting and stopping, troubleshooting, servicing, and maintaining equipment.
3. Review data in maintenance manuals. Refer to Division 1 Section 01770 "Closeout Procedures".
4. Schedule training with Owner, through Architect, with at least seven days' advance notice.
5. Minimum Instruction Period: Eight hours.

3.3 COMMISSIONING

A. Battery Equalization: Equalize charging of battery cells according to manufacturer's written instructions. Record individual cell voltages.

B. Fuel:

1. Provide all fuel required for testing, re-testing and demonstrations.
2. After all testing and demonstrations have been completed, provide a full tank of fuel for Owner's use.

END OF SECTION

HARFORD COUNTY PUBLIC SCHOOLS
 PURCHASING DEPARTMENT
 102 SOUTH HICKORY AVENUE
 BEL AIR, MARYLAND 21014
 Telephone #410-638-4080
 Fax #410-638-4304

Bid #12-DGC-013

Emergency Generator
Forest Hill Annex

BID FORM

All bids must be submitted properly executed, securely sealed, and prominently marked. All bids must be received at the Purchasing Office of the Harford County Public Schools by **2:30 pm, February 15, 2012**, at which time they will be publicly opened. Bids shall be submitted in a sealed envelope bearing on the outside **the name and address of the bidder, the name and number of the bid, and the bid opening date**. Bids 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: Don Gunther. Bids 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.

In compliance with the Invitation for Bids, the undersigned proposes to provide all equipment, and any incidentals necessary for the pre-purchase of the equipment used. The pre-purchased equipment will be assigned to the successful Contractor, who will coordinate delivery, installation, and start-up requirements. This proposal is in strict accordance with the plans and specifications by Wright Engineering, LLC for the following amounts:

One (1) EACH – Engine Generator:

Manufacture Model Number	
\$	\$
<u>Unit Price</u>	<u>Total Price</u>

<u>Approximate Number of Calendar Days Delivery ARO</u>	
--	--

12-DGC-013
Emergency Generator, Forest Hill Annex
Bid Form (Continued)

REFERENCES:

Location of Work	Address	Contact Person & Telephone Number

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

COMPANY

NAME (TYPE OR PRINT)

ADDRESS

TITLE

SIGNATURE

TELEPHONE

DATE

FAX NUMBER

E-MAIL ADDRESS