BID ANNOUNCEMENT

BID TITLE: On-Call and Automatic Fuel Delivery

BID NUMBER: 20-SHS-028

BID OPENING DATE AND TIME: February 18, 2020, 2:30 pm local time

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:
Sara Harvey, Purchasing Agent
sara.harvey@hcps.org

QUESTIONS DUE DATE AND TIME
Questions must be emailed to sara.harvey@hcps.org no later than 2:30 pm on January 31, 2020.

ADDENDUM ISSUED:
No later than February 7, 2020.

PRE-BID CONFERENCE:
Purchasing Conference Room, 102 S Hickory Ave, Bel Air, MD 21014, January 27, 2020, 11:00 AM

BONDING:
Bonds Are 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

Harford County Public Schools Nondiscrimination Statement

The Harford County Public School System (HCPS) does not discriminate on the basis of race, color, sex, age, national origin, religion, sexual orientation, gender identity, marital status, genetic information, disability, or any other basis prohibited by law with regard to employment or conditions of employment, or participation in or access to its programs, activities or services. Inquiries related to the non-discrimination policy of the Board of Education of Harford County should be directed to the Supervisor of Equity and Cultural Proficiency at 410-809-6085.
TABLE OF CONTENTS

Instruction to Bidders ........................................................................................................................3
General Terms and Conditions ...........................................................................................................7
Insurance Requirements .....................................................................................................................15
Bid Specifications ..............................................................................................................................20
Contract ..........................................................................................................................................32
Checklist .........................................................................................................................................33
Bid Form .........................................................................................................................................34
Reference Form ...............................................................................................................................37
Anti-Bribery Affidavit ......................................................................................................................38
Debarment Certification ...................................................................................................................39
Employment of Sex Offenders and Other Criminal Offenders Affidavit ........................................40
Attachment A: On-Call and Automatic Fuel Oil Delivery Locations ..............................................41
INSTRUCTION TO BIDDERS

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

1.0 AN INVITATION TO BID SUBMISSION

1.1 The Board of Education of Harford County hereinafter referred to as Harford County Public Schools or HCPS, invites all interested and qualified bidders to submit a bid. These specifications and requirements identified in the attached statement of work and detailed specification are intended to cover the procurement of supplies and/or equipment requested.

1.2 In accordance with State law and HCPS policies, solicitations shall be published a minimum of fourteen (14) calendar days in advance of due date for any bid having a potential award value of $25,000 or more.

1.3 Unless otherwise indicated, HCPS shall receive sealed bids until the date and time indicated on bid or as modified by addenda. Bids must be delivered to HCPS, Purchasing Department, 102 South Hickory Ave., Third Floor, Room 310, Bel Air, Maryland 21014. Bids must be delivered in sealed envelopes and clearly marked on the outside: Name of Bidder, Due Date and Time, Bid Number and Solicitation Title. Late bids will be rejected and returned unopened.

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 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 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 bid may be declared non-responsive.

1.6 Where provision is made on the Bid 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 HCPS. When an aggregate bid is requested, the unit prices for each item shall be identified on the Bid Form for accounting purposes. The unit prices in an aggregate bid should be consistent with the total quoted price for an aggregate bid.

1.7 The product offered by the Bidder shall be new, not used, and the latest version unless otherwise requested by HCPS. Should a product be discontinued and/or upgraded during the course of the Contract, the Awarded 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.

2.0 BID PREPARATION, PROPOSAL SHEET, AND BID OPENING

2.1 Bidder must submit one (1) original with original signatures of the Bid using HCPS bid 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 bids shall be returned in a sealed envelope. When 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 or electronic submission to HCPS purchasing agents, representatives or employees as meeting the requirement of the sealed bid. A facsimile or electronic document shall not be considered a valid response to the Bid solicitation.

2.3 Each bid must show the full business address, telephone number, fax number, email address, and federal tax identification 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 Letter of Intent, copy of Contract, and Purchase Order, will be mailed or delivered to the contact information 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, Employment of Sex Offenders and Other Criminal Offenders Affidavit, 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, the Bidder’s names and their pricing will be read and recorded. All bids submitted by the required time will be accepted for further evaluation. Following complete evaluation of the Bids following opening, bids may be rejected due to major irregularities or omissions and will be rendered as non-responsive.

2.5.2 Complete evaluations of the 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. Any tabulation provided at this time is draft status only.

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 or more. Formal contract award is contingent upon the required Board approval.

2.5.5 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 forty-eight (48) hours following notification. The Purchasing Supervisor will be the final determinate of what is a minor irregularity.

2.5.6 HCPS also reserves the right to reject any or all bids and/or waive technical defects and minor irregularities at the discretion of the Supervisor of Purchasing, HCPS or designee if, in its judgment the interests of HCPS shall so require. Bids may be withdrawn before the scheduled time of opening. Withdrawal is not permitted after the scheduled time of opening.

2.5.7 Any omissions, errors, conflicts, or discrepancies in this document shall be called to the attention of HCPS IN WRITING within five (5) working days prior to the bid opening.

2.5.8 Omission of any specification or details of any specification which would normally apply to the supplies and/or equipment described herein, shall not relieve the Bidder from fulfilling those required specifications needed to provide an end product or service best suited to the intended purpose of this contract as determined by the Supervisor of Purchasing.

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.

3.0 AWARD OR REJECTION OF BIDS
3.1 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 in the best interest of HCPS.

3.2 HCPS reserves the right to reject a bid of bidders pursuant to Section 5-112 of the Education Article of the Annotated Code of Maryland.

3.3 Bidder SHALL NOT 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. If Bidder submits more than one price per item specified, Bidder may be deemed non-responsive. Bidders are allowed to also offer incentives, discounts, and promotional pricing, however; if conditions are attached to pricing, the pricing may be rejected.

3.4 Each bidder cannot offer more than one (1) bid submittal.

3.5 HCPS also reserves the right to reject a bid of firms who have demonstrated performance deficiencies or who have previously failed to perform properly or complete on time other Board contracts.

3.6 HCPS reserves the right to reject any or all bids.

3.7 HCPS reserves the right to re-advertise for other bids for the identical requirement if it is in the best interest of HCPS.

4.0 **ANNULMENTS AND RESERVATIONS**

4.1 Conditional proposals will not be considered.

4.2 HCPS reserves the right to waive technical defects within submittals.

4.3 HCPS may conduct any necessary investigation to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to HCPS all such information and data 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.

4.4 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 Awarded 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 Awarded Bidder.

4.5 Unbalanced proposals will not be accepted.

4.6 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.

5.0 **MULTI-AGENCY PROCUREMENT**

5.1 HCPS reserves the right to extend the terms and conditions of this solicitation to any and all other government agencies. All purchase and payment transactions will be made directly between the Contractor and the requesting public agency.

5.2 Each participating jurisdiction or agency shall enter into its own contract if necessary, with the Awarded Bidder(s). HCPS assumes no obligation on behalf of any other entity.

6.0 **TIE BIDS**

In the event of tie bids, the award(s) shall be made as per the procedure specified in the Harford County Public Schools Purchasing Manual.

7.0 **WAIVER OF TECHNICALITIES**

Minor differences in the specifications or other minor technicalities may be waived at the discretion of the
On-Call and Automatic Fuel Delivery

Supervisor of Purchasing.

8.0 BID PRICES

8.1 All pricing must remain firm for sixty (60) days from date of bid opening unless otherwise specified.

8.2 Unit Prices must be rounded off to no more than two (2) decimal places, unless otherwise specified.

8.3 HCPS reserves the right to accept price reductions from the Awarded Bidder during the term of this contract.

8.4 HCPS will not accept any bid responses with bidder escalator clauses, unless specifically stated in the solicitation specifications.

9.0 ADDENDA

9.1 All changes to the Bid Specifications will be made through appropriate Addenda issued from the Purchasing Department.

9.2 Addenda notices will be posted on the Purchasing Department web site at www.hcps.org, as well as eMaryland Marketplace.

9.3 No Addenda will be issued later than five (5) 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.

9.4 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 Form. The Addenda Form shall be completed and returned with the Bid response. Failure to return the signed Addenda Form may be reason for rejection of the Bid.

10.0 RIGHT OF SELECTION

HCPS reserves the right to accept this bid by items or as a whole or lump sum. HCPS also reserves the right to increase or decrease the estimated quantities. HCPS reserves the right to reject any and all bids which comply with these specifications or to accept a higher bid which complies, provided that, in the judgment of HCPS the bid offered under the higher bid is in the best interest of HCPS and the additional price can be justified.

11.0 DISSEMINATION OF INFORMATION

This section intentionally omitted.

12.0 INSURANCE

Please 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 receive these insurance requirements prior to submitting a bid. Failure to comply with these insurance requirements may render the bid as non-responsive.
1.0 TERMINATIONS FOR CAUSE OR CONVENIENCE

1.1 HCPS reserves the right to terminate 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 Awarded 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 Awarded Bidder.

1.2 Any cost and/or expense incurred under this section above shall be deducted from and paid by the Board of Education of Harford County out of such monies as may be due or become due to the Contract, if the same had been completed by the Contractor, it or its surety shall pay the amount of any excess to the Board of Education of Harford County.

1.3 The performance of work under this contract may be terminated for convenience by the Board of Education of Harford County in accordance with this clause in whole or part, whenever the Supervisor of Purchasing shall determine that such termination is in the best interest of HCPS. Any such termination shall be affected by mailing to the Contractor a Notice of Termination specifying the extent to and conditions under which performance of work under the Contract is terminated and the date upon which such termination becomes effective. Upon termination of this contract in accordance with this section, the Contractor may be entitled to an equitable adjustment.

1.4 Termination for Non-Appropriation. HCPS reserves the right to terminate this contract, in whole or part, due to non-appropriation of funds or funds that are otherwise made unavailable to support continuation in any fiscal year succeeding the first fiscal year. Notification of contract termination will be given to the Contractor thirty (30) days in advance and will be in effect at the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.

2.0 DRUG, TOBACCO, AND ALCOHOL

All HCPS properties are "drug, tobacco, and alcohol-free zones" as designated by Local and State laws. Neither the Consultant or their employees (or sub-Consultants) are permitted to have any tobacco products, vaporizers, e-cigarettes, illegal or prescription drugs, or alcohol products on HCPS property. Use or possession of such items on HCPS property will result in immediate termination of the Agreement.

3.0 PROTEST AND APPEAL PROCESS

Any bidder objecting to the recommendation for award or the award of contract may appeal the action to the Supervisor of Purchasing by formal notification in writing within ten (10) business days of award. A formal written response to the appeal shall be issued within thirty (30) days following receipt of the formal protest. The decision of the Supervisor of Purchasing may be appealed to the Superintendent of Schools within five (5) business days following receipt of decision from the Supervisor of Purchasing. The decision of the Superintendent is final and conclusive.

4.0 NON-DISCRIMINATION

4.1 The Contractor shall comply with all Federal and State anti-discrimination laws in the performance of this contract.

4.2 The Harford County Public School System (HCPS) does not discriminate on the basis of race, color, sex, age, national origin, religion, sexual orientation, gender identity, marital status, genetic information, disability, or any other basis prohibited by law with regard to employment or conditions of employment, or
participation in or access to its programs, activities or services. Inquiries related to the non-discrimination policy of the Board of Education of Harford County should be directed to the Supervisor of Equity and Cultural Proficiency at 410-809-6065.

4.3 The Awarded 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.

4.4 In the event the Awarded 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 Awarded Bidder may be declared ineligible for further/future HCPS' work.

5.0 NON-HIRING OF EMPLOYEES BY AWARDED BIDDER OR HCPS

5.1 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.

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

6.0 FINANCIAL DISCLOSURE

The Awarded 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 thirty (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.

7.0 POLITICAL CONTRIBUTION DISCLOSURE

Awarded Bidder shall comply with the provisions of Section 14-101 et seq. of the Election Law Article of the Maryland Code, 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.

8.0 RETENTION OF RECORDS

The Awarded 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 designee, at all reasonable times.

9.0 LANGUAGE/GENDER

9.1 Bidder, proposer, offeror, vendor and contractor all have the same meaning and may be used interchangeably.

9.2 The Board of Education of Harford County is also referred to as HCPS, Harford County Public Schools, and Board of Education which may be used interchangeably.

9.3 Bid, proposal and offer all have the same meaning and can be used interchangeably.

10.0 COMPLIANCE WITH THE LAW

The Bidder hereby represents and warrants:
10.1 That it is qualified to do business in the State of Maryland and that it will take such action as, from time
 to time hereafter, may be necessary to remain so qualified.

10.2 That it shall comply with all Federal, State and Local law ordinances and legally enforceable rules and
 regulations applicable to its activities and obligations under this agreement.

10.3 That it shall procure, at its expense, all licenses, permits, insurance and governmental approval, if any
 are necessary to the performance of its obligations under this agreement.

11.0 SAFETY AND CODE REQUIREMENTS

11.1 Contractor 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.

11.2 The Contractor 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 MOSHA Standard.

11.3 Safety Data Sheets (SDS) shall be submitted for all supplies, materials, equipment or any other
 substances furnished and/or installed under this proposal in accordance with the OSHA Hazardous
 applicable State, Federal or Local regulation. The Contractor, when required, 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 Contractor.

12.0 CONTRACTOR’S OBLIGATION

12.1 The Awarded 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 specifications, as decided by HCPS, and as described herein. Deviations, exceptions,
 alternates, etc., may render the bid as non-responsive.

12.2 The Awarded 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 Awarded Bidder’s compliance with the specifications.

12.3 In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded
 Bidder shall call the attention of the applicable HCPS designee(s) to such conflict for a decision before
 proceeding with any work.

12.4 Any deviation(s) from the specifications or scope of work must be clearly noted in detail by the Bidder, in
 writing, at the time of submittal of the formal bid. The absence of a written list of deviation(s) at the time of
 submittal will hold the Bidder accountable to HCPS to the specifications or scope of work as written by
 HCPS. Any deviation(s) from the specifications or statement of work without prior documented approval
 will be grounds for rejection of any material, equipment, and/or services when delivered and/or performed.

12.5 The Awarded Bidder shall and will, in good professional manner, do and perform all work and furnish all
 supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly
 specified, necessary or proper to perform and complete all the work required by this contract, within the
time herein specified, in accordance with the provisions of this contract and said specifications and in
accordance with the plans and drawings covered by this contract and any and all supplemental plans and
drawings, and in accordance with the directions of the Board of Education as given from time to time
during the progress of the work. The Contractor shall observe, comply with and be subject to all terms
and conditions, requirements and limitations of the Contract and Specifications and shall do, carry on and
complete the entire work to the complete satisfaction of the Board of Education.

12.6 Awarded Bidder may be required pursuant to the Business Regulation Article of the Maryland Code, to
provide proof of Certificate of Registry.
12.7 Awarded Bidder is responsible to protect all existing and newly installed supplies and/or equipment. Any HCPS property damaged shall be replaced or repaired to the satisfaction of HCPS.

12.8 Contractors and any of its subcontractors shall advise HCPS of its intention to use any employees, which are hired or obtained from any penal, pre-release or work release program. In the event that such employees are used, notification to HCPS shall include the name and violation for each individual. The reasonable precautions, when selecting such individuals and provide strict supervision and proper safeguards. Contractor’s employees are not permitted inside school buildings when the nature of the Contract is for outside work.

### 13.0 PROTECTION OF WORK AND PROPERTY

13.1 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, except and unless damage, loss, injury or illness is caused by the negligence or tortious misconduct of HCPS employees. 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 from any and all claims for damages arising from the execution of the work.

13.2 Limit use of premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.

13.3 Keep driveways and entrances serving the premises clear and available to HCPS, HCPS’s employees and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

13.4 The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or work, and at the completion of the work, all trash will be removed from and about the work site and all tools, scaffolding and surplus materials shall leave the area clean and neat unless more exactly specified. In case of disputes, HCPS may remove trash, rubbish, etc. and charge the cost to the Contractor.

13.5 The Awarded Bidder shall protect all HCPS property, materials, equipment, improvements, utilities, structures, and vegetation at all times. Any property or incidentals damaged during the shall be repaired or replaced by Awarded Bidder to the satisfaction of HCPS.

### 14.0 PERMITS & LICENSE

The Contractor awarded this contract must, at its expense, obtain any and all permits required by Local, State and Federal authorities. The Contractor at the time of bid opening must be fully licensed in all trades or special areas that require a license by Local, State, Federal authorities. It is the contractor’s responsibility to notify HCPS of lapses in, suspension of or termination of special permits and licenses required under the Contract.

### 15.0 SUBSTITUTIONS AND “OR EQUAL” CLAUSE

Whenever a material or article required is specified or shown on the plans or specifications by using the name of a particular or proprietary product or of a particular manufacturer or vendor, any material or article which meets or exceeds the general design or performance requirements may be considered as equal to what is so specified subject to evaluation and final acceptance by HCPS. Any alternates or the submission of “or equal” items are subject to approval from HCPS.

### 16.0 GUARANTEE AND WARRANTY

16.1 The Awarded Bidder shall unconditionally guarantee the supplies and equipment furnished by the Awarded Bidder for a period of at least one (1) year from the date of acceptance of the installation by
HCPS or as specified in the bid document. If the manufacturer warrants equipment for a period longer than one (1) year, the Awarded Bidder shall pass through this extended warranty to HCPS.

16.2 In the event the Awarded Bidder fails to repair, replace, adjust, rectify, remedy, correct or complete the items, defects, deterioration, and/or installation, then HCPS may have the right to secure the services of another vendor to correct the work or complete the performance required by the award of this bid. The Awarded Bidder shall be solely responsible for any and all cost, expenses and monies due to the new vendor.

16.3 The Awarded Bidder must act as the manufacturer’s agent for all warranty claims.

17.0 INDEMNIFICATION

17.1 To the fullest extent permitted by law, the Indemnitor shall indemnify, defend and hold the Indemnitee and its employees, agents, officials or volunteers harmless from and against any and all claims, losses, damages, expenses, causes of action and liabilities including without limitations, attorney’s fees arising out of or related to the Indemnitor’s occupancy or use of the Indemnitee’s premises or operations incidental thereto, provided that any such claim, loss, damage, expense, cause of action or liability is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from. Indemnitor expressly indemnifies indemnitee for the consequences of any negligent act or omission of the Indemnitor or any of the Indemnitor’s employees, agents, officials or volunteers or anyone for whose acts the Indemnitor may be liable, unless such act or omission constitutes gross negligence or willful misconduct.

17.2 In claims against any person or entity indemnified within this indemnification by an employee of the Awarded 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 Awarded Bidder or a subcontractor under Workers’ Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

18.0 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]

19.0 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.

20.0 EMPLOYMENT OF CHILD SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS

20.1 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 Awarded Bidder, the Awarded 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.

20.2 Contractor acknowledges and agrees that, pursuant to Section §6-113 of the Education Article of Maryland Code, Contractor is prohibited from knowingly assigning or permitting its Subcontractors from knowingly assigning any of the Contractor’s or Subcontractor’s employees to work in, on or about school premises if such employee may or would have direct, unsupervised and uncontrolled access to children if the employee has been convicted of, pled guilty or nolo contendere, to any of the following crimes.

20.2.1 A sexual offense in the third or fourth degree under §3-307 or §3-308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an
offense under §3-307 or §3-308 of the Criminal Law Article if committed in Maryland;

20.2.2 Child sexual abuse under §3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under §3-602 of the Criminal Law Article if committed in Maryland; or

20.2.3 A crime of violence as defined in §14-101 of the Criminal Law Article, or an offense under the laws of another state that would be violation of §14-101 of the Criminal Law Article if committed in Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under §3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.

20.3 Direct unsupervised and uncontrolled access with students is prohibited. If you, as the Contractor/Site Supervisor, witness or suspect your employee(s) entering into a student area, action must be taken immediately to rectify the situation.

20.4 The apparent low bidder shall complete and submit the Employment of Sex Offenders and Other Criminal Offenders Affidavit, which is specified in the bid documents within ten (10) working days of receiving notification of potential award.

21.0 CRIMINAL BACKGROUND CHECKS FOR CONTRACTORS

Amendments to Section §5-561 of the Family Law Article of the Maryland Code effective July 1, 2015, require each Contractor and Sub-Contractor with a local school system to ensure that any individuals in their work force undergo a criminal background check and fingerprinting if such individual will work in, on or about school premises and the individual will have direct, unsupervised and uncontrolled access to children.

The term “work force” means any of the Contractor’s employees or the Contractor’s Sub-Contractors and their employees.

Contractor shall cause any member of Contractor’s work force to undergo a criminal history background check, including fingerprinting, if such work force member may or will work in, on or about school premises and may, or will have direct, unsupervised and uncontrolled access to children. Such background check and fingerprinting shall meet the requirements of Section §5-560 to §5-569 of the Family Law Article of the Maryland Code.

The cost of such criminal background check and fingerprinting shall be paid by Contractor.

HCPS shall have the right, in its sole discretion, to prohibit any individual from performing any work at, or in or about school premises based on such individual’s criminal background check.

21.1 IN ADDITION to the above requirements, Contractors shall comply with the requirements of House Bill 486 passed by the General Assembly in 2019, regarding screening of applicants for employment.

21.1.1 Effective July 1, 2019
21.1.2 MSDE Guidance for House Bill 486 – Child Sexual and Sexual Misconduct Prevention) can be found online at www.marylandpublicschools.org.
21.1.3 Submission of Section 000325 Contract Affidavit (HB 486/SB 541Compliance) is required to be submitted prior to award of contract.

22.0 SEX OFFENDER REGISTRATION
Section §11-722 of the Criminal Procedure Article of the Maryland Code prohibits any person with a contract with a local Maryland school system from knowingly employing an individual to work at the school if the individual is registered as a sex offender pursuant to Section §11-704 of the Criminal Procedure Article.

23.0 MINORITY BUSINESS ENTERPRISE PARTICIPATION

Minority participation is encouraged on all contracts and non-minority prime contractors are encouraged to use minority subcontractors. Specific requirements may apply to 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”. When this requirement is included in the bid documents the required certificate, waiver forms, schedule for participation forms must be submitted. Failure to submit said documents 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 ten (10) working days of receiving notification of potential award.

24.0 LABOR AND RATES OF PAY

24.1 The Awarded Bidder agrees that it shall abide by all applicable provisions of Federal and State law and regulation pertaining to workplace conditions, child labor and that all employees will be treated with dignity and respect.

24.2 The Awarded Bidder agrees to comply with all applicable Federal and State law and regulation relating to payment of wages.

25.0 PROCUREMENT-INVESTMENT ACTIVITIES IN IRAN

The Awarded Bidder agrees that it shall abide by and comply with Section 17-701 et seq. of the State Finance and Procurement Article of the Maryland Code, regarding business in Iran.

26.0 CONTRACT

The Bid with respect to all items accepted, addenda, agreements and all papers and documents accompanying the same, including these general and special conditions shall constitute the Formal Contract between the Bidder and HCPS.

27.0 TAXES

27.1 Materials, which are incorporated into work under formal or informal contracts, are not exempt from the Maryland State Sales or Use Tax. Awarded Bidders shall be responsible for paying such taxes when purchasing materials. HCPS tax-exempt certificates cannot be used by contract awardees.

27.2 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.

28.0 DELIVERIES

28.1 All deliveries shall be accompanied by a delivery ticket or packing slip containing the following information for each item delivered: purchase order number, description/name of article, item number, quantity, and vendor name.

28.2 Failure to comply with the above may be sufficient reason for rejection of shipment.

29.0 BILLING AND PAYMENT

29.1 Each invoice shall list the purchase order number or contract number of HCPS and the items on the invoice shall be listed in the same order as on the purchase order. The original invoice shall be submitted to the Accounts Payable Office, 102 S. Hickory Avenue, Bel Air, Maryland 21014, unless otherwise
specified.

29.2 Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments may be paid if partial shipments have been made and received.

29.3 Standard HCPS payment terms are net thirty (30) days.

29.4 HCPS will not pay freight bills, unless stated otherwise. Delivery shall be F.O.B., to the destination(s) as noted on Purchase Order.

30.0 GOVERNING LAW AND DISPUTE RESOLUTION

30.1 Any contract resulting from this solicitation is subject to and will be construed and interpreted under the laws of the State of Maryland.

30.2 Alternative Dispute Resolution (ADR) is the agreed method for resolving disputes that may result from the contractual relationship arising in reference to this bid, proposal and subsequent agreement. If a resolution of the dispute cannot be reached through an agreed ADR method, the parties reserve the right to settle the dispute by appropriate judicial means.

30.3 Any ADR hearing or arbitration will take place in the State of Maryland.

31.0 CONFLICTS OF INTEREST

No employee of 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, 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 Harford County Public Schools having received a gratuity, or promise thereof, in any way or form.

32.0 ORDER OF PRECEDENCE

In the event of an inconsistency among provisions of this solicitation, the inconsistency shall be resolved by the following order of precedence:

- Specifications
- Terms and Conditions
- General Provisions
INSURANCE REQUIREMENTS

1. **General Insurance Requirements**

1.1 The Vendor 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 Vendor has obtained at the Vendor’s own expense all of the insurance as required hereunder and such insurance has been approved by the Board; nor shall the Vendor allow any Subcontractor to commence work on any subcontract until all insurance required of the Subcontractor has been so obtained and approved by the Vendor. Approval of insurance required of the Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor in 3.1 and 3.2. The Vendor 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 Vendor from any liability or obligation imposed upon the Vendor by the provisions of this Contract.

1.6 If the Vendor does not meet the insurance requirements of this Contract, the Vendor 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 Vendor 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 Vendor and are subject to Board’s written approval. Any deductible or retention amounts elected by the Vendor or imposed by the Vendor’s insurer(s) shall be the sole responsibility of the Vendor.

1.9 Any and all return premiums and/or dividends for insurance or coverage directly charged to the Board by the Vendor 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 Vendor to purchase and maintain insurance as described and required herein, without so notifying the Board, then the Vendor shall bear all reasonable costs properly attributable thereto.

2. **Vendor’s Liability Insurance**

2.1 The Vendor 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. Liability arising from premises and operations;
ii. Liability arising from the actions of independent contractors;
iii. 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
iv. Contractual liability protection for the Vendor from bodily injury and property damage claims arising out of liability assumed under this Contract.

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 Pollution liability insurance or its equivalent for suits or claims against the business or individuals involving pollution.

- $1,000,000 Per Incident
- $2,000,000 General Aggregate
2.1.4 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.

2.1.5 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

2.1.6 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 Vendor’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 Vendor. 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 Vendor 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:

“The Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers are named as additional insureds on this commercial general liability insurance with respect to liability arising out of the services provided by the Named Insured under Contract: ________________________________________________________________

(Enter specific identifying information such as project name, Board’s contract number and/or date of contract).”

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.

2.1.7 Insurance or self-insurance provided to the Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers under any Vendor’s liability insurance of 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 Vendor’s liability insurance policies required herein.)

2.1.8 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 of 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 Vendor has been issued on a “claims made” basis, the Vendor must comply with the following additional conditions:

i. The Vendor 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 Vendor 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. **Vendor’s Property Insurance**

3.1 The Vendor (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 Vendor (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 Vendor’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 Vendor (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, Vendor 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 Vendor under this Contract.

5. **Waiver of Subrogation**

To the fullest extent permitted by law, the Vendor 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 Vendor under this Contract. Vendor 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 Vendor shall advise its insurers of the foregoing.

6. **Acknowledgment of Vendor’s Independent Contractor Status and no Coverage for Vendor Under Board’s Workers Compensation Coverage**

Vendor 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 Vendor or its employees during the Vendor’s provision of goods or services to the Board. To the fullest extent permitted by law, the Vendor 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 Vendor’s provision of goods or services as an independent contractor for the Board. 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 Vendor shall advise its insurers of the foregoing.

7. **Damage to Property of The Vendor and Its Invitees**

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

   1.1 It is the intent of these specifications to provide prospective bidders with complete information relative to the total performance of any resulting Contract. Bidders are obligated to read and understand all parts of this Invitation for Bid and to obtain clarification of any part not thoroughly understood.

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

   1.3 The purpose of this solicitation is to award a contract for fuel oil delivery including, but not limited to, providing on-call and automatic delivery of gasoline, diesel, and heating fuel.

   1.4 Bids will be for various types of fuels. HCPS reserves the right to add products and to add or delete delivery locations during the term of the Contract.

   1.5 This contract will be coordinated through the Facilities Department.

2. **SPECIFIC CONDITIONS**

   2.1 It is the sole responsibility of the Bidder to call to the attention of Sara Harvey at sara.harvey@hcps.org, of any discrepancies in specifications, **IN WRITING**, at least **FIVE (5)** working days **PRIOR TO THE OPENING OF THE BID**. Any errors, omissions or incompatibilities noted after the bid opening shall be the Bidder’s responsibility and shall in no way release them from performing all work in accordance with good practices and in accordance with the true meaning and intent of the Scope of Work and the Specifications for this project.

   2.2 No bid 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, or complete on time, a contract(s) or project(s) of similar nature. HCPS will consider past performance, i.e. the quality of services of bidders who have previously contracted with HCPS for similar services.

   2.3 The Awarded Bidder shall, without additional cost to Harford County Public Schools, be responsible for obtaining all necessary licenses and permits. The Awarded Bidder shall comply with all federal, state, and local laws, codes, and regulations.

   2.4 All work is to be handled in complete compliance with OSHA and MOSHA requirements. Every effort is to be made to ensure safety.

   2.5 Awarded Bidder(s) shall be familiar with all applicable codes, regulations, standards, documents, and this specification.
2.6 Where conflicts among the requirements of the codes, regulations, standards, documents and this specification exists, the most stringent requirement shall be utilized by the Awarded Bidder(s).

2.7 All work shall be performed in a neat, workmanlike manner in full compliance with standards acceptable to the trade. Adequate precautions shall be taken for the safety of personnel and for prevention of damage or defacing of any portion of the building or property.

2.8 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. All sub-contractors must be approved by Harford County Public schools prior to award.

2.9 Harford County Public Schools reserves the right to annul any contract, if in its opinion, there shall be failure at any time to perform faithfully any of its stipulations or in case of willful attempt to impose upon HCPS materials inferior to that required by the Contract. Any action taken by HCPS in pursuance of this latter stipulation shall not affect or impair any right to claim of HCPS to damages for the breach of the covenant of the Contract by the Contractor.

2.10 Any deviation between HCPS specifications and the Bidder’s contractual proposal shall be clearly defined in an accompanying letter submitted with the Bid Form.

2.11 The documents contained within this Invitation for Bid, constitutes the only terms and conditions agreed upon between HCPS and the Awarded Bidder. Modifications, alterations, changes or amendments must be agreed upon in writing and signed by both parties.

2.12 Any and all exceptions to the bid documents must be clearly noted at the time of bid submission and included under a separate submission labeled “Exceptions”. Exceptions may deem the bid non-responsive.

2.13 Bidders providing incomplete or inaccurate information to HCPS are subject to immediate termination of the contract or rejection of their bid as non-responsive.

2.14 Bidders are solely responsible for their expenses, if any, in preparing a response to this Invitation for Bid.

3. FORM OF PROPOSAL

3.1 All pricing must be submitted on the Bid Form; all blank spaces shall be filled in and properly signed.

3.2 Due to possible changes and/or additions to the solicitation package, HCPS requests that bidders delay submission of their bid package until after the date that questions are due, to allow time for the possible issuance of an addendum. All changes will be processed through appropriate addenda.

4. AWARD

4.1 Harford County Public Schools intends to award by February 28, 2020, to the lowest responsive and responsible bidder(s) meeting the specifications. HCPS reserves the right to award by line item or in total or make no award. HCPS is not obligated, but reserves the right, to award to one or more responsive and responsible bidder(s) offering the lowest pricing and is deemed to be in the best interest of HCPS.

4.2 HCPS may reject any bid which contains omissions, altered forms, additions, or imposes conditions or offers alternate items. HCPS may make any award which is deemed in the best interest of
Harford County Public Schools or make no award at all, at its sole discretion.

4.3 Harford County Public Schools reserves the right to accept or reject any or all bids and to waive any informalities in bids received whenever such rejection or waiver is in the best interest of HCPS.

4.4 Conditional or unbalanced bids will not be accepted and may be deemed non-responsive.

4.5 HCPS reserves the right to reject any bid if the evidence submitted by a bidder, or from the investigation of such bidder, fails to satisfy HCPS that such bidder is qualified to perform the obligations of the contract.

4.6 HCPS does not guarantee that all or any work will be done and reserves the right to reject all bids and to re-bid at its sole discretion.

4.7 HCPS reserves the right to add awarded bidder(s) to this contract, within one (1) year of contract award, if the initial awarded bidder(s) cannot fulfill all of the requirements.

4.8 HCPS reserves the right to utilize the services of the next favorably priced responsive and responsible bidder, if for any reason the preceding Awarded Bidder is unable to fulfill their contractual obligations within one (1) year of contract award.

4.8 In the event the Awarded Bidder(s) cannot deliver the services of the Contract in accordance with the specifications, HCPS reserves the right to purchase the services on the open market to assure the continued operation of HCPS. The difference in the open market cost and bid price will be at the expense of the Awarded Bidder.

4.9 Fuel surcharges will NOT be applicable to the award. Proposals containing fuel surcharge requirements will be considered non-responsive and thus ineligible for award.

5. TERM OF CONTRACT

5.1 The initial term of this contract shall be for one (1) year and shall begin on or about March 1, 2020 through February 28, 2021.

5.2 Harford County Public Schools reserves the right, if mutually agreed upon, to renew this contract under the same terms and conditions for and additional four (4) one (1) year periods.

6 DISCOUNTS

It shall be the responsibility of the Awarded Bidder to provide notification of any promotional allowances, volume incentives, and/or rebates. The Awarded Bidder(s) shall also provide any necessary forms and documentation needed to redeem such discounts.

7 BILLING AND PAYMENT

7.1 Awarded Bidder must accept payment by PCard, conventional check, or other electronic means at HCPS’ option.

7.1.1 Harford County Public Schools prefers invoices to be sent electronically to help the timely payment of invoices. Invoices can be emailed to Richard.Hanzevack@hcps.org. If invoices are sent through the mail, they shall be sent to the following address: Invoices must be submitted to the Facilities Department, Attention: Assistant Supervisor of Maintenance/Operations, 2209 Conowingo Road, Bel Air, MD 21015, referencing the contract number.
On-Call and Automatic Fuel Delivery

7.2 The Awarded Bidder(s) shall submit an original invoice for each location. Invoices shall contain the name of the facility where fuel was delivered, gallons delivered, and price per gallon.

7.3 Supplier shall invoice both hard copy per delivery and provide monthly summary electronically.

7.4 Standard HCPS payment terms are net thirty (30) days, after receipt of an approved invoice.

8 GUARANTEE/WARRANTY (if applicable)

8.1 From the date of acceptance of the items delivered, the Contractor shall unconditionally guarantee the materials of all equipment furnished by them, for a minimum period of one (1) year or throughout the manufacturer’s warranty period, whichever is longer.

8.2 If within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of Harford County Public Schools are due to faulty design, upon notification, the Contractor, at his expense, shall repair and/or adjust the equipment or parts to correct the conditions, or he shall replace the part or entire unit to the complete satisfaction of HCPS. These repairs, replacements, or adjustments shall be made only at such times as designated by the authorized representative of HCPS and least detrimental to the school’s program.

8.3 All warranties, expressed or implied, shall survive delivery, inspection, acceptance, and payment.

9 TAXES

9.1 Sales to the State of Maryland or any of its political subdivisions are exempt from retail sales tax.

10 SCOPE OF WORK

10.1 This solicitation and the specifications that follow are being offered to qualify and select a contractor(s) to cover the standards of materials and delivery requirements of fuel at various locations (approximately 36 schools and offices) for Harford County Public Schools. The Contractor shall furnish and deliver fuel called for in the Bid Form and deliver the same to one or more points at each site or location. It is the Vendor’s responsibility to assure that tanks are NEVER without fuel and to provide the required on-call and automatic deliveries.

10.2 Awarded Bidder(s) shall perform on-call and routine deliveries. The Awarded Bidder(s) shall provide for services in accordance with industry standards and/or manufacturer recommendations. The requirements outlined herein are intended as an aid to acquaint Bidders with what could be required to execute the work on this contract. These specifications will serve as the source documents for services for the term of the Contract.

10.3 This is an Indefinite Delivery/Indefinite Quantities (IDIQ) contract. The services and/or materials intended for purchase are based upon future needs of the system, and, are pending allocation of funds and approval of award by the Board of Education of Harford County. HCPS reserves the right to authorize/order services and/or materials as may be required during the contract period and also, reserves the right to not authorize/order any services and/or materials. HCPS cannot guarantee a minimum or maximum spend.

10.4 The Bidders agree to hold the bid pricing submitted, under the same terms and conditions for a period of sixty (60) days from the date of the bid opening.

10.5 At the time of the opening of bids, each bidder will be presumed to have read and to be thoroughly familiar with the specifications and related documents (including all Addenda). The failure or omission of any bidder to receive or examine any form, instrument, or document, shall in no way relieve any bidder from any obligation in respect of his bid. It is the Bidder’s responsibility to verify that they have received all addenda that have been issued prior to submission of their proposal.
10.6 This is a requirements type contract under which HCPS is obligated during the term of the contract to purchase all its normal requirements of fuel from the Contractor and the Contractor is obligated to supply quantities of fuel oil which HCPS requires in its operations.

10.7 The Contract shall be for the actual quantity ordered or required by or for HCPS during the life of the Contract. In all cases, the Successful Bidder will be required to deliver the fuel as needed by the school and office locations.

11 TECHNICAL SPECIFICATIONS

11.1 The Awarded Bidder(s) shall provide on-call and automatic fuel delivery.

11.2 On-call delivery includes: #2 heating oil for all generators at various locations (approximately 36 locations) and gasoline for Harford Glen.

11.3 Automatic delivery includes: #2 heating oil for the following locations:

11.3.1 Harford Glen
502 West Wheel Road
Bel Air, MD 21015
Tank Size: Two (2) – 275 gallons each

11.3.2 Forest Hill Annex/Distribution Center
101 Industry Lane
Forest Hill, MD 21050
Tank Size: 2,000 gallons

11.3.3 Hickory Annex/Facilities/Transportation
2209 Conowingo Road
Bel Air, MD 21015
Tank Size: 275 gallons

11.3.4 Hickory Annex – Rental
2217 Conowingo Road
Bel Air, MD 21015
Tank Size: 275 gallons

11.4 Deliveries Required Outside of Regular Business includes: Ultra Low Sulfur Diesel, Ultra Low Sulfur Diesel Winter Blend (November 1st through April 1st), and #2 heating oil fuel for various locations (approximately 36 schools and offices) for Harford County Public Schools which must be available twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five days (365) a year.

11.5 Maintain communication with the Assistant Supervisor of Maintenance/Operations in the Facilities Department as all decisions to be made on this contract must be through this department.

11.6 This bid is for no-lead reformulated gasoline with ethanol and ultralow sulfur diesel.

11.7 The fuels delivered must meet all Federal, State, and local requirements for fuel delivered for highway use in the Baltimore and surrounding county areas.

11.8 The minimum specifications for all fuel oils delivered under this contract shall be in accordance to the Local, State, and Federal regulations concerning fuel content, emissions, safety, etc. shall be adhered to and shall take precedent over these specifications.

11.9 Gasoline with Ethanol
11.9.1 The gasoline to be furnished under this contract shall conform to all application A.S.T.M. and SAE standards and must be of a quality equal to similar products furnished to the refiner's retail service stations.

11.9.2 All deliveries of fuel shall be measured by meters designed to imprint meter readings and such meter readings shall be imprinted on the copies of the delivery tickets presents to HCPS for each delivery.

11.9.3 The formula for rating of gasoline covered in this contract shall be as follows:

\[ \frac{R+M}{2} \]

Where \( R \) is the RON (Research Octane Number) and \( M \) is the MON (Motor Octane Number).

11.9.4 Minimum Octane rating for low-grade unleaded gasoline shall be 87.

11.10 Unleaded gasoline shall have a minimum octane rating of the above and shall not exceed a 10% mixture of ethanol. No other enhancers for the purpose of increasing octane are acceptable.

11.11 Ultra-Low Sulfur Diesel

11.11.1 The ultra-low sulfur diesel to be furnished under this contract shall conform to all applicable A.S.T.M. and S.A.E. standards and must be of a quality equal to similar products furnished to the refiner's retail service stations.

11.11.2 Ultra-Low Sulfur Diesel – Winter Blend: During the winter months, November 1st through April 1st, HCPS requires the Vendor to add a Winter Diesel Fuel Additive (AGPW). The ultra-low sulfur diesel blended with Winter Diesel Fuel Additive (AGPW) will have a -30°F pour point with a low temperature flow of -5°F to -10°F with a de-icing agent added to prevent any condensation from freezing.

11.11.3 All Winter Diesel Fuel Additive (AGPW) shall be added at the terminal at the time of loading.

11.11.4 All deliveries of fuel shall be measured by meters designed to imprint meter readings and such meter readings shall be imprinted on the copies of the delivery tickets presents HCPS for each delivery.

11.12 #2 Fuel Oil

11.12.1 All fuel oil to be furnished under this contract shall conform to all applicable A.S.T.M., S.A.E. standards, and current sulfur-content laws of Maryland.

11.12.2 All burner fuel oils shall be homogenous products consisting of hydrocarbon oil free from grit acid, and fibrous, or other foreign materials likely to clog or injure burners or valves.

11.12.3 Blending of compatible grades of material to produce an intermediate grade is permitted; however, such blending shall be accomplished by mechanical mixing or agitation in a tank prior to loading product into transport equipment. The products formed by such blending shall comply with all requirements of the grade produced.

11.12.4 All deliveries of fuel shall be measured by meters designed to imprint meter readings and
such meter readings shall be imprinted on the copies of the delivery tickets presented HCPS for each delivery.

11.13 All fuel to be delivered on any order shall be free of foreign matter and impurities and shall be equal to or better in every way than the kind and grade certified in the originating bid. All grades of fuel must be homogenous at time of delivery and remain so in normal storage.

11.14 The Vendor may not, without specific authorization of HCPS, substitute a fuel of either a higher or lower grade than specified in the applicable contract for each point of delivery.

11.15 Failure to conform with the requirements ser forth in parts 12.13 and 12.14 immediately preceding shall be deemed sufficient reason for rejection of any lot of fuel delivered, and the Vendor shall, at no expense of HCPS, remove that fuel from the tank(s) and other equipment to an operable condition to the full satisfaction of HCPS. Further, the Vendor shall make full restitution for the quantities of fuel known to have been in the tank(s) immediately prior to the delivery of the rejected lot of fuel, and for any damage to the building, furnishings, and equipment that may have ensued from the entry of the rejected fuel.

11.16 One (1) gallon of fuel shall be equal in volume to one (1) fluid gallon as defined as defined by the United States Bureau of Standards.

12 PRICES

12.1 Unit prices per gallon offered by the Bidder must include all expenses connected with the furnishing and delivering of all gasoline, diesel fuel, and heating oil, free of all charges over and above the contract price to the points of delivery.

12.2 Pricing shall be based on gross metered gallons. Temperature adjusting shall not be allowed.

12.3 HCPS intends to purchase gasoline, diesel fuel, and heating oil on an as needed basis, based on a variable price (OPIS) tied to a published index as defined below.

12.4 This will be a cost-plus contract. The cost is based on the OPIS price index for the day delivery is made. The invoice for the fuel must have attached a dated copy (day of delivery) of the OPIS wholesale price and that price references on the invoice along with the per gallon markup.

12.5 Bidders are requested to submit prices based on the following:

12.6 Gasoline, Diesel Fuel, and Heating Oil (delivery charges included)

12.7 The factor cost per gallon offered by the Bidder shall include each and every item of expense connected with the furnishing and delivery of said fuel, free of all charges over and above the contract price (ex: superfund fees) and applicable taxes, to points of delivery, extended to four (4) decimal places.

12.8 All factor prices quoted must be:

12.8.1 Exempt from Federal Excise Tax

12.8.2 Exclusive of State Excise Tax, Maryland Oil Transfer Fee Tax, or Federal Lust Tax. All taxes mentioned above must be listed separately on invoices and should not be listed as components of the factor price.

12.8.3 Inclusive of any charges, levies and or fees not mentioned above are to be listed as components of the factor price.
12.9 Daily Oil Price Information Service (OPIS) index Baltimore, Maryland Rack Average plus or minus a factor.

12.10 OPIS: Pricing and adjustments are to be taken from the “average” of the Baltimore, Maryland Rack Price as listed by OPIS. The factor quoted shall remain firm for the term of the Contract.

12.11 Bidders are also requested to provide information on the bid form for deliveries required outside of regular business hours, split-load fees, demurrage fees, or any other costs or fees that may be associated with fuel delivery outside of the requested scope.

13 DELIVERY

13.1 All regular deliveries will be made between the hours of 7:30 am and 4:00 pm, Monday through Friday.

13.2 Supplier shall have the capability to deliver on weekends and holidays. Emergency deliveries due to snowstorms, flooding, and other natural emergencies may be needed at any time.

13.3 The Vendor shall be required to make deliveries to each location within twenty-four (24) hours from acceptance of telephone request or receipt of written request (No Exceptions).

13.4 The Awarded Bidder is responsible for all delivery and transport costs and carrier performance. Daily switching of carriers and delays in delivery will not be tolerated.

13.5 All deliveries shall be made via Tank Wagon with all required equipment including pump for small tank deliveries.

13.6 The Vendor shall be required to provide “proof of delivery”. A delivery ticket must be presented with each load of fuel delivered.

13.6.1 The delivery ticket shall show the name of the individual responsible for the delivery of the fuel and must be signed by the person in charge at the point of delivery.

13.6.2 One copy of the delivery ticket shall be forwarded by the Vendor with a copy of the invoice to HCPS’ Facilities Department and a second copy of the delivery ticket shall be left at the point of delivery, at the time of delivery.

13.6.3 Unsigned tickets may not be left at the delivery location. It shall be the driver’s responsibility alone to ensure that a ticket has been signed. Invoices, for which there is not a signed delivery ticket, may not be authorized for payment. Emergency deliveries or deliveries after hours may be excluded.

13.7 Should the Vendor fail to delivery gasoline, diesel fuel, or heating oil promptly when ordered, HCPS reserves the right to procure the order elsewhere, in which event, the extra cost of procuring such fuel above the contract price may be charged against the Vendor and may be deducted from any moneys due or which may become due.

14 RESPONSE TIME

14.1 This contract is for on-call and automatic services, the Awarded Bidder(s) must be capable of providing twenty-four (24) hour emergency services, seven (7) days a week for any and all situations deemed necessary by Harford County Public Schools.

14.2 Regular Deliveries

14.2.1 Response time shall be as specified and required by HCPS when the request for regular
On-Call and Automatic Fuel Delivery

14.2.2 Response time by Awarded Bidder(s) for regular service calls shall not be less than twenty-four (24) hours from when request is made by HCPS.

14.3 Deliveries Required Outside of Regular Business Hours:

14.3.1 Emergency deliveries shall be provided on a twenty-four (24) hour, seven (7) days a week, three hundred sixty-five (365) days a year basis which includes, but not limited to, Saturdays, Sundays, and holidays.

14.3.2 Response time for emergency service calls shall be within two (2) hours of notification by HCPS when the request for emergency service is placed.

14.3.3 If Awarded Bidder(s) cannot respond to the emergency request within the time period specified above, Awarded Bidder must notify HCPS at the time the request for emergency service place.

14.3.4 The cost of emergency delivery shall be stated per hour/plus cost of duel. The Vendor shall quote the hour rate as a separate line item on the Bid Form.

14.3.5 Failure to have someone on twenty-four (24) hour call failure to respond to an emergency, or failure to meet delivery requirements as outline may result in any immediate termination of this contract.

14.4 Awarded Bidder(s) shall make every effort to expedite any and all service calls in accordance with set time limits. Where limits may need to be exceeded, any deviations shall be verified and approved in advance by HCPS. The Awarded Bidder(s) will notify HCPS Facilities Department, or designated representative, in writing of any delays in service under the terms of the Contract. Any excessive number of instances of unsatisfactory service, as determined by HCPS, will be cause for HCPS to consider the Awarded Bidder(s) in default and the Contract terminated for cause.

15 PROTECTION OF WORK AND PROPERTY

15.1 The Awarded Bidder will be held responsible for any and all damage to Harford County Public Schools property done or caused by the Awarded Bidder 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 Awarded Bidder shall also be responsible for any and all damage to adjacent property incurred in the performance of the Awarded Bidder and hold Harford County Public Schools free from any and all claims for damages arising from the execution of the work.

15.2 The Awarded Bidders shall, during the life of this contract, keep the building and/or premises clean. In case of an oil spill:

15.2.1 Any oil spilled at the oil fill or released through vent pipes by overfilling the tanks shall be cleaned up AT THE CONTRACTOR’S EXPENSE to the satisfaction of HCPS. THE CONTRACTOR ALSO SHALL BE RESPONSIBLE FOR ENSURING AGAINST OVERFILL DURING DELIVERY.

15.2.2 Damages to property and spillage caused by the Vendor must be corrected immediately at the time of the occurrence.
15.2.3 Any masonry, road surface, sod, or plant material that has been damaged through spillage of oil by the Contractor’s vehicle shall also be replaced at the Contractor’s expense.

15.2.4 In case of any spill and/or damage, the Contractor shall notify the Assistant Supervisor of Maintenance/Operations in Facilities at 410-638-4088 immediately (7:30 am – 4:00 pm). Any oil spills must be reported to the Harford County 911 Center immediately following the spill.

15.2.5 Any repair of damage or correction of spillage performed by HCPS due to the Vendor’s failure to make timely or satisfactory repairs or corrections shall be charged against the Vendor’s account.

15.3 The Contractor shall replace all covers, caps, and other fittings removed or opened to permit the delivery of oil to the tanks.

15.4 Keep driveways and entrances serving the premises clear and available to HCPS, HCPS’s employees, and emergency vehicles at all times.

15.5 The Awarded Bidder(s) shall protect all HCPS property, materials, equipment, improvements, utilities, structures, and vegetation at all times during the course of this contract. Any property or incidentals damaged during the course of this contract shall be repaired or replace by Awarded Bidder(s) to the satisfaction of HCPS.

16 SUBCONTRACTORS

16.1 Awarded Bidder shall not subcontract out any portion of this Contract without prior approval from HCPS. No exceptions. The Awarded Bidder is required to have sufficiently trained staff to handle the project. Any Awarded Bidder using subcontractors not approved by HCPS, may be subject to termination for cause.

16.2 The Awarded Bidder(s) shall provide the name of the subcontractor(S) they intend employing, the portion of the service 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).

16.3 The Awarded Bidder shall not, without prior written consent of HCPS, assign any of the moneys payable under the Contract.

17 QUALIFICATION OF BIDDER

17.1 All bidders must be considered in “Good Standing” (all fees, taxes, and penalties owed to Maryland are paid). Visit the following website to ensure compliance: https://egov.maryland.gov/BusinessExpress/EntitySearch (HCPS bears no responsibility for accuracy, legality or content of the external site or for that of subsequent links. Contact the external site for answers to questions regarding its content.) Any bidder not considered in “Good Standing” may be deemed non-responsible.

17.2 Bidders shall furnish to HCPS any requested information and data/documentation. HCPS reserves the right to reject any bid if the information or documentation submitted by the bidder or investigation of such bidder fails to satisfy HCPS that such bidder is properly qualified to carry out the obligations of the Contract and to complete all requirements contemplated therein.

17.3 Bidders shall complete and return with their bid the “Reference Form” included in this solicitation (see Bid Form – Reference Form). Bidders shall have a minimum of three (3) references completed from
clients of similar size and needs, within the past three (3) years. Business Name, contact name, type of work performed, e-mail addresses, and phone numbers are required. Failure to submit references may deem bidder as non-responsible.

17.3.1 The references listed will be checked by HCPS. All references must include a contact person who can comment on your organization’s ability to provide this service and their impression of how well your organization fulfilled its obligations under the contract. It is imperative that contact names and information be accurate.

17.3.2 HCPS will not be responsible for errors, non-working phone numbers, inaccurate email addresses or persons no longer employed with the firm or do not respond.

17.4 Sample Analysis:

17.4.1 The Successful Contractor, when requested, will be required to supply a certified analysis of all oil delivered to their terminal during the life on the Contract. The fuel oils delivered may be regularly and continuously sampled or only part or parts thereof may be sampled. Such samples shall be tested at HCPS’s expense for conforming to specifications.

17.4.2 These test findings shall be considered final and factual as to delivers made.

17.5 The contractor shall state the source of supply for the oil which they propose to deliver and in the event that they are awarded the Contract shall notify HCPS in writing two (2) weeks in advance of any change in the source of said petroleum with details as to the new source of supply.

17.6 HCPS reserves the rights to require the Vendor to furnish evidence of sufficient financial responsibility to enable the fulfillment of the Contract and that sufficient equipment and storage facilities are available to ensure delivery within the terms of the Contract.

17.7 Bidder must have adequate plant equipment to perform the work properly.

17.8 Bidders who cannot provide verification of having the resources to provide the specified items as determined by HCPS, and not necessarily industry standard will not be considered.

17.9 Upon request of HCPS, employees may be required to provide a State of Maryland Police Background Check.

18 CONTRACTOR RESPONSIBILITY

18.1 Bidders should indicate if they own their carrier equipment or plan to use contract carriers. If using a contract carrier, provide all the carrier’s information along with the Bid Form.

18.2 The Vendor is responsible for ensuring that the local carrier is familiar with all delivery locations. Daily switching carriers will not be tolerated.

18.3 The Vendor shall e-mail a list of all automatic scheduled deliveries to the Assistant Supervisor of Maintenance/Operations. The list shall include all deliveries scheduled for the calendar month and delivery dates for completed deliveries in that month. Lists for each month should be issued daily until all deliveries for the month are complete.

18.4 The Vendor shall keep an adequate supply of gasoline, diesel fuel, and heating oil available to fill requirements at all times.

18.5 Awarded Bidders will be required to provide HCPS with an e-mail address and a phone number of two (2) people each for scheduling service through a dispatch center during regular business hours (7:30 am – 4:00 pm local time, Monday through Friday) and for scheduling service through a dispatch center for emergencies (24 hours a day, 7 days a week, 365 days a year).
19 **PROCUREMENT ADMINISTRATOR**

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

All questions must be e-mailed and received no later than 2:30 pm local time on January 31, 2020 Questions will not be accepted by phone.

Questions that are deemed to be substantive in nature will be answered in writing, with both the question(s) and answer(s) being addressed in the form of an Addendum and posted on our website on or before **February 7, 2020** at www.hcps.org as well as eMaryland Marketplace Advantage.
THIS AGREEMENT, made this __________ day of _________________, 20___, by and between the Board of Education of Harford County, acting herein through its Superintendent, hereafter called “Owner” and __________________________, a corporation located at _______________________________, hereinafter called “Contractor”.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR, hereby agrees with the OWNER to commence and to furnish and deliver in accordance with the accompanying specifications, for the prices listed on the Bid Form.

The initial term of the Contract shall be for one (1) year and shall begin on or about March 1, 2020 and end February 28, 2021. HCPS reserves the right, if mutually agreed upon, to extend this Contract for up to four (4) additional, one (1) year periods.

Hereinafter called the contract, in the amount of _____________________________________________________ provided, and all related work in connection therewith, under the terms as stated in the General and Special Conditions of the Bid Document and all related documents; and at their own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in Bid #20-SHS-028, and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by the Board of Education of Harford County, and as enumerated in the General Conditions, all of which are made a part hereof and collectively evidence and constitute the Contract.

I/WE certify that this bid is made without any previous understanding, agreement, or connection with any other person, firm, or corporation making a bid for the same supplies, and, in all respects, is fair and without collusion or fraud.

In compliance with the above and subject to all terms and conditions thereof, the undersigned offers and agrees, if the bid be awarded, to furnish items at the prices indicated within the time specified.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in two (2) counterparts, each of which shall be deemed an original.
HARFORD COUNTY PUBLIC SCHOOLS
102 SOUTH HICKORY AVENUE
BEL AIR, MD 21014

CHECKLIST

BID # 20-SHS-028
On-Call and Automatic Fuel Delivery

☐ Signed and included all Addenda (if applicable)
☐ Reviewed Insurance Requirements and will comply with the coverage limits listed (include sample)
☐ Signed and Submitted Contract Page
☐ Completed and Submitted Bid Form
☐ Completed and Submitted Reference Form
☐ Signed and included State of Maryland Anti-Bribery
☐ Signed and included Debarment, Suspension, Ineligibility, and Voluntary Exclusion
☐ Signed and included Employment of Sex Offenders and Other Criminal Offenders Affidavit

Items that are indicated with an (*) must be submitted in proper form and content at the time of bid opening or the bid may be deemed non-responsive.

Acknowledgement of Addenda (if applicable)
I/We acknowledge receipt of the following Addenda:

No. __________, Dated __________
No. __________, Dated __________
No. __________, Dated __________
No. __________, Dated __________
No. __________, Dated __________
In compliance with the Invitation for Bid, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish all necessary permits, labor, equipment, materials, supervision, tools, insurance, services and all related incidentals required to provide On-Call and Automatic Fuel Delivery, in full compliance with the accompanying specifications in accordance with the price listed below.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>OPIS +/- Bid Factor</th>
<th>Extended Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Gasoline, 87 Octane, Tank Wagon</td>
<td>550</td>
<td>Gallon</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>Fuel, Diesel, Ultra Low Sulfur, Tank Wagon</td>
<td>2,000</td>
<td>Gallon</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td>Fuel, Diesel, Ultra Low Sulfur – Winter Blend (November 1st – April 1st), Tank Wagon</td>
<td>2,000</td>
<td>Gallon</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4</td>
<td>Fuel Oil No. 2, Tank Wagon</td>
<td>7,150</td>
<td>Gallon</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Basis of Award (Add Item #1 through Item #4) $   $

Although not a consideration in the evaluation responders are requested to provide the following questions:

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Answer</th>
<th>Unit</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Is there a fee for delivery outside of normal delivery hours (7:30 am and 4:00 pm, Monday through Friday)?</td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>6</td>
<td>Is there a fee for Split Load Delivery (transport loads to two (2) different locations)?</td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>7</td>
<td>Do you charge any demurrage fees?</td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>8</td>
<td>How much time is allotted for delivery before a demurrage fee is charged?</td>
<td></td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>
## ADDITIONAL INFORMATION:

### SERVICE CALL CONTACTS (section:)

<table>
<thead>
<tr>
<th>Regular Contact Name #1:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone Number:</td>
<td></td>
</tr>
<tr>
<td>E-Mail Address:</td>
<td></td>
</tr>
<tr>
<td>Regular Contact Name #2:</td>
<td></td>
</tr>
<tr>
<td>Phone Number:</td>
<td></td>
</tr>
<tr>
<td>E-Mail Address:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Deliveries Required Outside of Regular Business Hours Contact Name #1:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone Number:</td>
<td></td>
</tr>
<tr>
<td>E-Mail Address:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Deliveries Required Outside of Regular Business Hours Contact Name #2:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone Number:</td>
<td></td>
</tr>
<tr>
<td>E-Mail Address:</td>
<td></td>
</tr>
</tbody>
</table>

### FORM OF PAYMENT (mark those you will accept)*:

<table>
<thead>
<tr>
<th>Do you accept credit card?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is there a fee for using a credit card?</td>
</tr>
<tr>
<td>If yes, what is the fee amount?</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ACH Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conventional Check</td>
</tr>
</tbody>
</table>

*NOTE:* Must request changes to payment method or bank information in writing.
**CARRIER INFORMATION**

Do you own your own carrier equipment or do you plan to use contract carriers? (circle one)

Own Equipment / Contract Carriers

If you use a Contract Carrier(s), please provide all of their information below:

<table>
<thead>
<tr>
<th>Carrier</th>
<th>Phone Number</th>
<th>Address</th>
<th>Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

ANY EXCEPTIONS TO THE SPECIFICATIONS MUST BE CLEARLY INDICATED.

ANY ALTERATIONS ON THE PROPOSED COST DATA ON THE BID FORM MUST BE INITIALED IN SCRIPT, IN INK, BY THE PERSON SIGNING THE BID.

<table>
<thead>
<tr>
<th>COMPANY</th>
<th>NAME (TYPE OR PRINT)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ADDRESS</th>
<th>TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CITY, STATE and ZIP</th>
<th>AUTHORIZED REPRESENTATIVE SIGNATURE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TELEPHONE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FEDERAL TAX ID NUMBER</th>
<th>E-MAIL ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
List at least three (3) projects/contracts of similar size and scope within the past three (3) years. Attach additional pages if necessary.

<table>
<thead>
<tr>
<th>Name of Organization</th>
<th>Reference 1</th>
<th>Reference 2</th>
<th>Reference 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Description of Project or Services Provided</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dollar Amount</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Person</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone Number</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email Address</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
HARFORD COUNTY PUBLIC SCHOOLS
Sean W. Bulson, Ed.D., Superintendent
102 S. Hickory Ave, Bel Air, Maryland 21014

STATE OF MARYLAND 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 contendre 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, which constitute bribery, attempted bribery, or conspiracy to bribe
   under the provisions of Section 9-201 in the Criminal Law Article 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.

____________________________________                      ____________________________________
Signature       Witness

I acknowledge that this affidavit is to be furnished to the requesting agency, 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,
Harford County Public Schools may terminate any contract awarded and take any other appropriate
action. I further acknowledge that I am executing this affidavit in compliance with §16-203, S.F. of the
Annotated Code of Maryland, which provides that certain persons who have been convicted of or have
admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of
law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

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

____________________________________                      ____________________________________
Signature       Witness

Date
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.
HARFORD COUNTY PUBLIC SCHOOLS

EMPLOYMENT OF SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS AFFIDAVIT

I AFFIRM THAT:

I am aware of, and the business listed below will comply with, the following requirements of Section §11-722 of the Criminal Procedure Article, and Section §6-113 of the Education Article, Annotated Code of Maryland:

A. Maryland Law requires sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work, or attend school. An HCPS contractor agrees and acknowledges that it/he/she is prohibited from knowingly employing an individual to work at a school if the individual is registered as a sex offender pursuant to Section §11-704 of the Criminal Procedures Article of Maryland Code.

B. An HCPS contractor or subcontractor may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of:

1) Section §3-307 of the Criminal Law Article, Maryland Annotated Code, Sexual Offense in the Third Degree;
2) Section §3-308 of the Criminal Law Article, Maryland Annotated Code, Sexual Offense in the Fourth Degree;
3) An offense under the laws of another state that would constitute a violation of Sections §3-307 or §3-308 of the Criminal Law Article if committed in Maryland;
4) Child sexual abuse under Section §3-602 of the Criminal Law Article, Annotated Code of Maryland;
5) An offense under the laws of another state that would constitute child sexual abuse under Section §3-602 of the Criminal Law Article if committed in Maryland;
6) A crime of violence as defined in Section §14-101 of the Criminal Law Article, Annotated Code of Maryland;
or
7) An offense under the laws of another state that would constitute a crime of violence under Section §14-101 of the Criminal Law Article if committed in Maryland.
8) Contractors shall comply with the requirements of House Bill 486 passed by the General Assembly in 2019, regarding screening of applicants for employment.
   a. Effective July 1, 2019
   b. MSDE Guidance for House Bill 486 – Child Sexual and Sexual Misconduct Prevention) can be found online at www.marylandpublicschools.org.
   c. Submission of Section 000325 Contract Affidavit (HB 486/SB 541Compliance) is required to be submitted prior to award of contract.

See Section §6-113 of the Education Article, Annotated Code of Maryland

Violations of any of these provisions may result in Termination for Cause.

I AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: ___________________

By: ________________________________ (printed name of Authorized Representative and affiant)
______________________________ (signature of Authorized Representative and affiant)

______________________________ (Company Name)
## Attachment A: On-Call and Automatic Fuel Oil Delivery Locations

### On-Call Deliveries - #2 Heating Oil for Generators (Section 11.2)

<table>
<thead>
<tr>
<th>Location</th>
<th>Street Address</th>
<th>City, State Zip</th>
<th>Quantity</th>
<th>Gallons</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration Building</td>
<td>102 S. Hickory Avenue</td>
<td>Bel Air, MD 21014</td>
<td>1</td>
<td>600</td>
</tr>
<tr>
<td>Aberdeen High</td>
<td>251 Paradise Road</td>
<td>Aberdeen, MD 21001</td>
<td>1</td>
<td>200</td>
</tr>
<tr>
<td>Abingdon Elementary</td>
<td>399 Singer Road</td>
<td>Abingdon, MD 21009</td>
<td>1</td>
<td>2,000</td>
</tr>
<tr>
<td>Bel Air High</td>
<td>100 Heighe Street</td>
<td>Bel Air, MD 21014</td>
<td>1</td>
<td>250</td>
</tr>
<tr>
<td>C. Milton Wright High</td>
<td>1301 Fountain Green Road</td>
<td>Bel Air, MD 21015</td>
<td>1</td>
<td>225</td>
</tr>
<tr>
<td>Deerfield Elementary</td>
<td>2307 Willoughby Beach Road</td>
<td>Edgewood, MD 21040</td>
<td>1</td>
<td>500</td>
</tr>
<tr>
<td>Edgewood Elementary</td>
<td>2100 Cedar Drive</td>
<td>Edgewood, MD 21040</td>
<td>1</td>
<td>100</td>
</tr>
<tr>
<td>Edgewood Middle</td>
<td>2311 Willoughby Beach Road</td>
<td>Edgewood, MD 21040</td>
<td>1</td>
<td>225</td>
</tr>
<tr>
<td>Edgewood High</td>
<td>2415 Willoughby Beach Road</td>
<td>Edgewood, MD 21040</td>
<td>1</td>
<td>600</td>
</tr>
<tr>
<td>Emmorton Elementary</td>
<td>250 Tollgate Road</td>
<td>Bel Air, MD 21014</td>
<td>1</td>
<td>50</td>
</tr>
<tr>
<td>Fallston Middle</td>
<td>2303 Carrs Mill Road</td>
<td>Fallston, MD 21047</td>
<td>1</td>
<td>275</td>
</tr>
<tr>
<td>Fallston High</td>
<td>2301 Carrs Mill Road</td>
<td>Fallston, MD 21047</td>
<td>2</td>
<td>300</td>
</tr>
<tr>
<td>Forest Hill Elementary</td>
<td>2407 Rocks Road</td>
<td>Forest Hill, MD 21050</td>
<td>1</td>
<td>130</td>
</tr>
<tr>
<td>Forest Lakes Elementary</td>
<td>100 Osborne Parkway</td>
<td>Forest Hill, MD 21050</td>
<td>1</td>
<td>225</td>
</tr>
<tr>
<td>Harford Technical High</td>
<td>200 Thomas Run Road</td>
<td>Bel Air, MD 21015</td>
<td>1</td>
<td>250</td>
</tr>
<tr>
<td>Havre de Grace High</td>
<td>700 Congress Avenue</td>
<td>Havre de Grace, MD 21078</td>
<td>2</td>
<td>225</td>
</tr>
<tr>
<td>Joppatowne Elementary</td>
<td>407 Trimble Road</td>
<td>Joppa, MD 21085</td>
<td>1</td>
<td>225</td>
</tr>
<tr>
<td>Magnolia Middle</td>
<td>299 Fort Hoyle Road</td>
<td>Joppa, MD 21085</td>
<td>1</td>
<td>225</td>
</tr>
<tr>
<td>Meadowvale Elementary</td>
<td>910 Grace View Drive</td>
<td>Havre de Grace, MD 21078</td>
<td>1</td>
<td>100</td>
</tr>
<tr>
<td>North Bend Elementary</td>
<td>1445 North Bend Road</td>
<td>Jarrettsville, MD 21084</td>
<td>1</td>
<td>550</td>
</tr>
<tr>
<td>North Harford Elementary</td>
<td>120 Pylesville Road</td>
<td>Pylesville, MD 21132</td>
<td>1</td>
<td>250</td>
</tr>
<tr>
<td>North Harford Middle</td>
<td>112 Pylesville Road</td>
<td>Pylesville, MD 21132</td>
<td>1</td>
<td>225</td>
</tr>
<tr>
<td>North Harford High</td>
<td>211 Pylesville Road</td>
<td>Pylesville, MD 21132</td>
<td>1</td>
<td>925</td>
</tr>
<tr>
<td>Patterson Mill Middle/High</td>
<td>85 Patterson Mill Road</td>
<td>Bel Air, MD 21015</td>
<td>1</td>
<td>925</td>
</tr>
<tr>
<td>Red Pump Elementary</td>
<td>600 Red Pump Road</td>
<td>Bel Air, MD 21014</td>
<td>1</td>
<td>500</td>
</tr>
</tbody>
</table>

### Automatic Deliveries - #2 Heating Oil (Section 11.3)

<table>
<thead>
<tr>
<th>Location</th>
<th>Street Address</th>
<th>City, State Zip</th>
<th>Quantity</th>
<th>Gallons</th>
</tr>
</thead>
<tbody>
<tr>
<td>Harford Glen</td>
<td>502 West Wheel Road</td>
<td>Bel Air, MD 21015</td>
<td>1</td>
<td>275</td>
</tr>
<tr>
<td>Forest Hill Annex</td>
<td>101 Industry Lane</td>
<td>Forest Hill, MD 21050</td>
<td>1</td>
<td>950</td>
</tr>
<tr>
<td>Hickory Annex</td>
<td>2209 Conowingo Road</td>
<td>Bel Air, MD 21015</td>
<td>1</td>
<td>275</td>
</tr>
<tr>
<td>Hickory Annex – Rental</td>
<td>2217 Conowingo Road</td>
<td>Bel Air, MD 21015</td>
<td>1</td>
<td>275</td>
</tr>
</tbody>
</table>

### Deliveries That May Be Required Outside of Regular Business Hours – Ultra Low Sulfur Diesel (Section 11.4)

<table>
<thead>
<tr>
<th>Location</th>
<th>Street Address</th>
<th>City, State Zip</th>
<th>Quantity</th>
<th>Gallons</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hickory Annex</td>
<td>2209 Conowingo Road</td>
<td>Bel Air, MD 21015</td>
<td>1</td>
<td>2,000 – 3,000</td>
</tr>
<tr>
<td>Joppa Bus Lot</td>
<td>851 Pulaski Highway</td>
<td>Joppa, MD 21085</td>
<td>1</td>
<td>2,000 – 3,000</td>
</tr>
</tbody>
</table>