

Office of Purchasing 10910 Clarksville Pike Ellicott City, Maryland 21042-6198 (410) 313-6723, fax (410) 313-6789

INVITATION TO BID

FIRE SPRINKLER INSPECTION, INSTALLATION, MAINTENANCE & REPAIR SERVICE BID #001.22.B3 (Multi-Step Bid)

To All Interested Bidders:

Re: NOTICE TO BIDDERS Bid #001.22.B3, Fire Sprinkler Inspection, Installation, Maintenance & Repair Service. (Multi-Step Bid)

The Howard County Board of Education invites your participation in a <u>Multi-Step Bid</u> for On Call Fire Sprinkler Inspection, Installation, Maintenance & Repair Service. The work includes, but is not limited to, establishing a pool of skilled, experienced fire sprinkler contractors to provide fire sprinkler inspections, installations, maintenance and repair services at various school and office building locations within the Howard County Public School System. The awarded Bidder(s) shall provide all supervision, tools, consumable materials, parts, equipment, and labor necessary to complete each project.

The technical package documents may be obtained on **Thursday, August 26, 2021** at the Howard County Department of Education, Purchasing Office website, <u>https://purchasing.hcpss.org/business-opportunities.</u>

To be considered for these projects, Technical Offers shall be submitted electronically via email in their entirety (all pages) in PDF format no later than Friday, September 17, 2021 at 10:00 A.M. to <u>BidsandProposals@hcpss.org</u>. Bids that contain either more than one file, or files larger than 75MB, shall be inserted into an e-folder and compressed in a .zip file. To ensure delivery, if file size cumulatively exceed 75MB, it is recommended that bidders submit separate emails labeled No.1, No.2, etc.

Email subject lines, Folder names and File names shall include: "Bid Number, 001.22.B3 and Company Name". In the body of the email please include Bidder's contact person's email and cell phone number for contacting purposes if/when necessary.

The 100% bid documents, inclusive of the Bid Price Sheet/Form of Proposal, will be issued by an addendum to those bidders who achieve the required minimum (70%) or better technical score. A bid price sheet will be included in the addendum along with a due date and time.

It is the bidder's sole responsibility to regularly visit the HCPSS Purchasing web site listed above to download and acknowledge receipt of all Addenda. It is highly recommended that bidders ascertain if they have received all the addenda issued prior to submitting their proposal. Failure of any bidder to receive any such Addenda or interpretation may not relieve such bidder from obligation under his/her proposal as submitted.

All questions shall be directed, in writing, no later than 12:00 P.M., Wednesday, September 8, 2021 to Mr. Robert Gill, Procurement Specialist, <u>Robert_Gill@hcpss.org.</u> The Howard County Public School System is under no obligation to respond to any questions that are received after the cutoff date and time. Only answers provided via addenda issued by the HCPSS will be binding. Under no circumstances are bidders, including third party vendors or their staff, to contact any other HCPSS Staff, employees or any related constituency for purposes associated with this solicitation, including but not limited to, obtaining or providing information. Bidders failing to comply with this requirement may be disgualified.

The Board reserves the right to waive any informalities in, or to reject any or all bids.

Howard County Public School System shall not be responsible for errors or omissions made by the printer or advertising houses which prepare bid documents, addenda, or advertising services.

Instructions pertaining to the Bid Bond, Surety Checks, Performance and Materials Payment Bond requirements are contained in the bid documents.

Certified Minority Business Enterprises are encouraged to respond to this solicitation notice.

Joe Veslany Procurement Specialist



Office of Purchasing 10910 Clarksville Pike Ellicott City, Maryland 21042-6198 (410) 313-6723, fax (410) 313-6789

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM 10910 Clarksville Pike Ellicott City, Maryland 21042

NO BID REPLY FORM

Sealed Bid for:	Fire Sprinkler Inspection, Installation, Maintenance & Repair Service
Bid Number:	Bid #001.22.B3
Bidder:	
	btaining good competition on our request for bids, we ask that each firm that has received an es not wish to bid, state their reason(s) below.
Unfortunately, w	e must offer a "No Bid" at this time because:
1.	We do not wish to bid under the terms and conditions of the Bid document. Our objections are:
2.	We do not feel we can be competitive.
3.	We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.
4.	We do not wish to sell to The Howard County Public School System. Our objections are:
5.	We do not sell the item(s)/service(s) requested in the specific specifications.
6.	Other:

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM 10910 Clarksville Pike Ellicott City, Maryland 21042

SEALED BID FOR:	Fire Sprinkler Inspection, Installation, Maintenance & Repair Service (Multi-Step Bid)			
BID NUMBER:	001.22.B3			
PRE-BID DATE:	<u>N/A</u>			
PRE-BID TIME:	N/A			
PRE-BID LOCATION:	N/A			
LAST DATE & TIME FOR	September 8, 2021 at 12:00 PM in writing			
QUESTIONS:	Submit To: Robert Gill at Robert_Gill@hcpss.org			
SUBMITTAL DUE DATE:	Friday, September 17, 2021			
SUBMITTAL DUE TIME:	10:00 AM			
PROCUREMENT SPECIALIST:	Joe Veslany, phone: 410-313-6723, fax: 410-313-6789			
	email: jveslany@hcpss.org			

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

FIRE SPRINKLER INSPECTION, INSTALLATION, MAINTENANCE & REPAIR SERVICE BID #001.22.B3

I. INSTRUCTION TO BIDDERS

A. OBJECTIVES

- 1. The objective of this request for Multi Step Bid process is for The Board of Education of the Howard County Public School System (herein referred to as "the Board"), administrated by the Howard County Public School System (herein referred to as "HCPSS" or "the school system") to select one or more qualified contractor(s) to perform On Call Fire Sprinkler Inspection, Installation, Maintenance and Repair Services for The Howard County Public School System in accordance with these bid documents. Bidders are to submit only a technical offer at this time.
- 2. The work includes, but is not limited to, On Call Fire Sprinkler Inspection, Installation, Maintenance and Repair Service at HCPSS facilities as required.
- 3. All work performed under this contract shall be in accordance with the 100% bid documents, procurement specifications, any applicable drawings and addenda issued and shall minimally follow current OSHA regulations.

B. CONTRACT DOCUMENTS

- 1. Contract Documents consist of the 100% bid documents, procurement specifications and any applicable drawings and addenda issued.
- 2. The Bid Price Sheet will be issued by an addendum to those bidders who achieve the required minimum (70%) or better technical score. It is anticipated that the Bid Price Sheet will be available on or about September 2021. Upon completion of the Technical Evaluation, respondents will be notified regarding the issuance of these documents.
- 3. All of these materials will be included in the contract which The Board of Education awards as a result of this solicitation and will be among the contract documents. The bidder, by submitting its bid, agrees that if awarded the contract that it will be bound under the contract to all the terms and conditions of the contract.

C. INSTRUCTIONS FOR SUBMITTAL OF MULTI STEP BIDS

- 1. For detailed information on preparation and submittal of Multi Step Bid, see Section II. Multi Step Bids, Forms and Evaluation.
- D. ISSUING OFFICE
 - a) The Issuing Office is:

The Howard County Public School System Purchasing Office 10910 Clarksville Pike Ellicott City, Maryland 21042 Attn: Joe Veslany (410) 313-6723 jveslany@hcpss.org

https://purchasing.hcpss.org/business-opportunities

b) The issuing office shall be the sole point of contact with HCPSS for purposes of preparation and submittal of the technical offer and bid price.

E. QUESTIONS AND INQUIRIES

- 1. For purposes of preparation and submittal of the Technical Offer contact, Mr. Robert Gill, 410-313-4854, <u>Robert_Gill@hcpss.org</u> of the issuing office.
- 2. For purposes of preparation and submittal of the Bid Price Sheet contact, Mr. Joe Veslany, 410-313-6723, jveslany@hcpss.org of the issuing office.
- 3. Items affecting the scope of work or conditions of the contract shall be subject to the conditions of addenda.
- F. DUE DATE AND TIME
 - 1. Technical Offers and/or Bids shall be submitted electronically via email in their entirety (all pages) in PDF format no later than the time and date specified in the Invitation to Bid to <u>BidsandProposals@hcpss.org</u> in order to be considered for this project/service. Technical Offers and/or Bids that contain either more than one file, or files larger than 75MB, shall be inserted into an e-folder and compressed in a .zip file.
 - 2. Email subject lines, Folder names and File names shall include: "Bid Number, 001.22.B3 and Company Name". In the body of the email please include Bidder's contact person's email and cell phone number for contacting purposes if/when necessary.
 - 3. Electronic signatures, scanned or e-signature, will be accepted. By providing bids electronically to HCPSS, Bidders grant HCPSS an unlimited right to generate additional electronic and/or paper copies for distribution solely for the purpose of evaluation and review.
 - 4. To determine timeliness, the time "received" by HCPSS will be verified by the time stamp on HCPSS's email server. **Technical Offers and/or Bids arriving after the due date and time will not be accepted. Bidders will be notified by email.**
- G. BASIS FOR AWARDING BIDS
 - 1. In accordance with the 100% bid documents, the bid will be awarded to the lowest responsive and responsible bidder(s) for this service and will be evaluated against sample projects and requirements selected by the school system.
 - 2. It is the HCPSS intent to award to one (1) or more contractors for this service.
 - 3. The Howard County Public School System reserves the right to make an award of the bid for all items, or any parts, thereof, to one or more bidders, as set forth in detail under the information furnished in this document. The owner further reserves the right to consider information other than price when evaluating bids.
 - 4. Bidders shall submit prices for <u>all line items</u> in the Bid Price Form in order to be considered responsive.
- H. PERFORMANCE AND LABOR AND MATERIALS BONDS
 - 1. This paragraph only applies to the contractor(s) selected as a result of this procurement. Awarded contractor(s) shall furnish a 100% Performance and Labor

and Materials Bond for any projects during the term of the contract that exceed \$50,000 to cover the work performed.

- 2. Bonds shall be written by a bonding company, licensed to do business in the state of Maryland and otherwise acceptable to The Howard County Public School System. Bonds shall be executed on AIA Document A312, or a bonding form approved by the HCPSS.
- 3. Bidders shall enclose a letter from its bonding company stating its willingness to provide the bidder with Performance, and Labor and Materials bonds.

I. ESTIMATED QUANTITIES

- 1. Estimated dollar volume for Fire Sprinkler Contractor Services may range from \$250,000 to \$750,000 annually depending on project needs and availability of funding for each fiscal school year. All bidders are advised that such dollar volumes are estimates only and further understand and agree that in providing such estimates, the school system makes no guarantee that any or all of the estimated work will be assigned to the selected On Call Contractor(s).
- J. SITE INVESTIGATION
 - 1. By submitting a bid the contractor acknowledges that they have investigated and satisfied themselves as to the conditions affecting the work, including, but not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, and electric power. Any failure by the contractor to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the cost of successfully performing the work. HCPSS shall not be responsible for any conclusions or interpretations made by the contractor of the information made available by HCPSS.

K. RIGHT TO REJECT BIDS AND WAIVE INFORMALITIES

- 1. The Howard County Public School System reserves the right to waive any technicality or minor irregularity in a Multi Step Bid in the interest of the Board.
- L. BIDS FIRM FOR 120 DAYS
 - 1. Bid prices shall remain firm for one hundred twenty (120) calendar days from the date of opening.
- M. LICENSES AND QUALIFICATIONS
 - 1. Bidders must be licensed to do business in the State of Maryland and possess a Class IIIc Fire Sprinkler Contractor License. Bidders shall submit proof of current licensing with their technical package.
 - Bidder shall employ at least one (1) qualified individual who possesses and maintains a NICET Engineering Technician Level III or higher certification or equivalent in the field of fire protection and automatic sprinkler system layout.
 Bidder shall provide a copy of NICET certification with their technical package.
 - 3. Bidders shall have a minimum of 5 years experience under the same company name in the inspection, installation, repair and layout of commercial or residential fire sprinkler systems.
 - 4. Bidders shall maintain an office within a 50 mile radius of the Howard County School System.

N. CLARIFICATIONS AND ADDENDA

- 1. Should a bidder find discrepancies in the bid documents, or should they be in doubt as to the meaning or intent of any part thereof, they must, not later than seven (7) days (Saturdays, Sundays and Holidays excluded) prior to the bid due date, request clarification in writing from the issuing office, who will issue a written addendum to the contract. Failure to request such clarification is a waiver to any claim by the bidder for expense made necessary by reason of later interpretation of the bid documents by the HCPSS. Requests shall include the bid number and name.
- 2. Oral explanations or instructions will not be binding; only written addenda will be binding. Any addenda resulting from these requests will be mailed or faxed to all listed holders of the bidding documents no later than two days prior to the bid due date. The bidder shall acknowledge the receipt of all addenda on the Bid Price Sheet.
- O. CANCELLATION OF THE BID
 - 1. HCPSS may cancel this Multi Step Bid, in whole or in part, at any time before the opening of the Multi Step Bids.
- P. BID ACCEPTANCE
 - 1. The Howard County Public School System reserves the right to accept or reject any and all bids, in whole or in part, received as a result of this bid or to waive minor irregularities, in any manner necessary, to serve the interest of The Board of Education. HCPSS further reserves the right to award in full, make multiple awards, partial awards, or to make no award at all.
- Q. ORAL PRESENTATION
 - 1. Bidders who submitted technical offers may be required to make individual presentations to HCPSS representatives in order to clarify their proposals.

R. MODIFICATIONS AND WITHDRAWAL OF BIDS

- 1. Withdrawal of, or modifications to bids are effective only if written notice thereof is filed to the purchasing office prior to the time bids are due. A notice of withdrawal or modification to a bid must be signed by an officer with the authority to commit the company.
- 2. No withdrawal or modifications will be accepted after the time bids are due.

S. MULTIPLE/ALTERNATIVE BIDS

- 1. Bidders may not submit more than one (1) bid nor may bidders submit an alternate to this bid.
- T. CONFIDENTIALITY
 - 1. Bidders should give specific attention to the identification of those portions of their Technical Offers which they deem to be confidential, proprietary information or trade secrets, and provide any justification of why such materials, upon request, should not be disclosed by HCPSS under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6 of the Annotated Code of Maryland. Contractors must clearly indicate each and every section that is deemed to be confidential, proprietary, or a trade secret. It is not sufficient to preface your technical offer with a proprietary statement. Bid prices will be opened publicly.
- U. TERMS OF CONTRACT

- 1. By submitting a response to this solicitation, a firm affirms acceptance of all terms and conditions contained in the conditions of the contract, the 100% bid documents, drawings, specifications, and any addenda.
- V. RESOLUTION OF DISPUTES
 - 1. Bid rejection for non-responsiveness and/or non-responsibility shall be made using the criteria guidelines as stated in the Instruction to Bidders, Terms and Conditions, and Technical Specifications.
 - 2. After bid opening and bid review, but prior to bid award, if a bidder's entire bid is declared to be non-responsive and/or non-responsible, the bidder will be notified as to the reason(s) for rejection.
 - 3. Protests shall be filed in writing to the purchasing office within two days after notification.
 - 4. Protests shall include the basis for the protest or appeal, complete in all respects, with relief sought, and whether the protester wishes to have a hearing with respect to the protest or appeal.
 - 5. Protests shall be submitted electronically via email in PDF format to Attn: Joe Veslany, <u>jveslany@hcpss.org</u> labeled "Protest" and "Bid Number" The written protest shall include as a minimum the following:

II. MULTI STEP BIDS, FORMS AND EVALUATION

- A. SIGNING OF FORMS
 - 1. The Technical Offer & Bid Price, if submitted by an individual, shall be signed by the individual; if submitted by a partnership, they shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation, they shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary. If not signed by an officer there must be attached a copy of that portion of the by-laws or a copy of a board resolution, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation. Signatures shall be under seal, i.e.: indicated by the word "(Seal)" following signature of individual and partner bidders, and indicated by affixing the Corporate Seal at corporate signatures.
- B. TWO VOLUME SUBMITTAL

The selection procedure for procurement of this contract requires that an Evaluation and Selection Committee, prior to the request of prices, conduct a review of the technical offers submitted by the bidders. The form(s) shall be filled in ink or typed. Any erasures and/or alternations shall be initialed in ink by the signer. Loose blank forms for each of the items required are furnished with this bid package along with a checklist that lists all documents/responses to be submitted in your technical offer. Substitute forms and/or data may not be considered.

- 1. TECHNICAL OFFER VOLUME ONE
 - a) This volume should be prepared in a clear and precise manner. All appropriate points of the Multi Step Bid solicitation must be addressed.
 - b) Only the Contractor(s) whose technical offer has achieved the required (70%) minimum or better technical score will be requested to submit a bid price. An addendum containing the Bid Price Sheet will

be issued to those contractors who achieve the minimum or better technical score.

- c) The Technical Offer shall be submitted electronically via email in their entirety (all pages) in PDF format no later than the time and date specified in the Invitation to Bid to <u>BidsandProposals@hcpss.org</u> in order to be considered for this project/service. Bids that contain either more than one file, or files larger than 75MB, shall be inserted into an efolder and compressed in a .zip file.
- e) Bidders shall use the forms as provided. <u>Substitute forms and/or</u> <u>data may not be considered.</u>
- f) Detailed responses to the Technical Criteria listed in paragraph II. C. Technical Offer Criteria
- 2. BID PRICE VOLUME TWO
 - a) No bid prices are requested at this time. The Bid Price Sheet will be issued to those contractors who achieve the minimum or better required technical score. Bid prices are to be submitted only by those firms who achieve the minimum or better technical score. Bid prices from these firms will not be required until the technical evaluation is complete, and the addendum is issued with the bid price due date noted.
 - b) The Bid Price Sheet shall be submitted electronically via email in their entirety (all pages) in PDF format no later than the time and date specified in the Invitation to Bid to <u>BidsandProposals@hcpss.org</u> in order to be considered for this project/service. Bids that contain either more than one file, or files larger than 75MB, shall be inserted into an efolder and compressed in a .zip file.
- C. TECHNICAL OFFER CRITERIA
 - 1. The following information (items 3 through 11) must be furnished in the technical offer portion of the Multi Step Bid. Failure to include any of the items below in your response may result in the Bid being considered non-responsive. The criteria are listed in the order of importance. Bidders are to compile their technical offer in this same order.
 - 2. Loose blank forms for each of the items required are furnished with this bid package along with a checklist that lists all documents/responses to be submitted in your technical offer. <u>Substitute forms and/or data may not be considered.</u>
 - 3. **TRANSMITTAL LETTER:** A transmittal letter prepared on the bidder's business stationery should accompany the technical offer. The purpose of this letter is to transmit the technical offer; therefore, it should be brief, but shall list all items contained within each volume as defined below. The letter must be signed by an individual who is authorized to bind the firm to all statements contained in the technical offer.
 - 4. **EXPERIENCE REFERENCE FORM**: Complete the enclosed Experience Reference Form for three (3) recent projects, within the past three years, which demonstrate your firm's experience with Fire Sprinkler Inspection, Installation, Service and Repair contractor services. Higher consideration will be given to those jobs that were done on an On-Call or Time & Material basis and to those jobs that

d)

demonstrate your firm's experience at working on public school buildings under accelerated schedules.

- a) As indicated on the form, the following information is to be provided for each project:
 - (1) Customer/Owner's name, address, contacts names and telephone number;
 - (2) A brief description of the project including:
 - (a) Type of Fire Sprinkler service performed (installation, replacement, repair, etc.);
 - (b) Setting (school building, etc.);
 - (c) Name of your firm's onsite Project Manager;
 - (d) Dollar amount of the contract;
 - (e) Type of contract: (On-Call, Time & Material, Lump Sum, etc.)
 - (f) Official start date and completion date, and;
 - (g) List all similarities of your projects to the sample projects provided and requirements of the HCPSS.
- b) NOTE: Experience noted must demonstrate the bidder's knowledge and ability to perform similar fire sprinkler contractor work for a public school system. The bidder should place emphasis on the scope of work required, product manufacturer utilized, the time to complete, their ability to perform satisfactorily and their competency and responsibility to perform within limited time frames.
- c) The references listed on the contractor's "Experience/Reference Form" will be checked by HCPSS. All references must include a contact person and telephone number who can comment on the firm's ability to do a project of this type. It is imperative that contact names and phone numbers given for the projects listed be accurate.
- d) The school system reserves the right to check other sources available. References will be held in the strictest of confidence by the school system.
- 5. KEY PERSONNEL FORM: Complete the enclosed "Key Personnel Form", for one (1) Engineering Technician and two (2) Sprinkler Fitters to be assigned to this contract if awarded. Provide the name of the individual that will be 100% on site supervisor with authority to act on behalf of the firm and a complete "Key Personnel Form" for these people inclusive of the following:
 - (1) Technical Training/Educational background;
 - (2) Direct work experience with the bidding firm;
 - (3) Work experience with other employers, duration of employment and position(s) held;
 - (4) Specific project experience similar to the fire sprinkler contractor work described herein. Include:
 - (5) Individual's role on each project;
 - (6) A brief description of the project including the type of fire sprinkler contractor service, the dollar volume of project and the start and completion dates;
 - (7) Personnel References: Provide two (2) project references for the Engineering Technician and two (2) Sprinkler Fitters in the space provided on the Key Personnel Form. All references must include a contact person and telephone number who can comment on the

individual's ability to manage a project of this type. It is imperative that contact names and phone numbers given for the projects listed be accurate. All references will be held in the strictest of confidence.

- b) **NOTE:** Personnel Commitment: By submitting these names for consideration, the bidder is committing these people to HCPSS for any resulting contract's duration. Personnel changes will not be permitted without written authorization from HCPSS.
- c) NOTE: Higher consideration will be given in the evaluation process if the Sprinkler Fitters and Engineering Technician have worked together on previous successful projects and have demonstrated experience on projects similar in scope to the school system's projects.
- 6. **PROFILE OF COMPANY FORM**: Complete the enclosed "Profile of Company Form" included with this bid package. It is required that your firm have a minimum of five (5) years fire sprinkler contractor experience with three (3) year's experience in a school system preferred. The contractor must maintain an office within a 50 mile radius of the Howard County Public School System. Include the following forms/copies with your submittal. Failure to provide copies of the following forms may result in your submittal being rejected.
- 7. Copy of Class IIIc Fire Sprinkler Contractor License
- 8. Copy of NICET Level III or higher Certification.
- 9. **Copy of Certificate of Insurance.**
- 10. Number of incidents cited for non-compliance by MOSH/OSHA/ MDE/EPA or letter stating no incidents on company letterhead.
- 11. Enclose a letter from your bonding company stating its willingness to provide your firm with Performance bonds for the projects over \$50,000.

D. EVALUATION PROCEDURE FOR TECHNICAL OFFERS IN MULTI STEP BIDS

- 1. Each Technical Offer will be evaluated by a HCPSS Evaluation Committee before bid prices are requested. Those bidders not achieving at least 70% of the available technical points will not be considered further.
- 2. Once the technical scores have been tabulated, all bidders will be notified as to the results of their firm's technical offer. Those bidders who achieve at least 70% of the available technical points will be issued by addendum the Bid Price Form. The bid prices of those responsive bidders will be opened at a date and time specified by HCPSS. Bids shall only be accepted from approved bidders.
- 3. The basis of award will be to the lowest responsive and responsible price submitted in accordance with these bid documents, (Technical Submittals, Bid Pricing).
- 4. Debriefing of unsuccessful bidders shall be conducted upon written request submitted to the Purchasing Office within a reasonable time. A debriefing shall be scheduled at the earliest feasible time AFTER CONTRACT AWARD by the Board of Education. The debriefing shall be limited to a discussion of the unsuccessful

bidder's technical offer only and shall provide information on areas in which it was deemed weak or deficient.

III. IMPLEMENTATION OF CONTRACTED SERVICES

- A. It is the HCPSS intent to award to a minimum of one (1) or more contractor(s). The successful contractor(s) shall follow the procedure, as outlined below, when work is required.
 - 1. For each job the school system's Contract Manager will contact the selected contractor(s) and initiate a site visit. A scope of work will be defined inclusive of project schedule.
 - a) For jobs estimated at <u>under</u> **\$5,000.00**, the school system will alternate contractors. Selection of the contractor to be utilized will be on a rotating basis; although schedule, availability and/or price may be considered.
 - b) For jobs estimated at <u>over</u> \$5,000.00, the contractors will be asked to submit written not-to-exceed costs for the scope of work, based on rates offered in the bid price. HCPSS will select from among the contractors the contractor whose not-to-exceed price and/or time frame best serves the school system's interest.
 - 2. The contractor, after initial contact, must be available within two (2) working days to measure the area and review the site conditions. For emergency projects, "same-day" commencement of work may be required. No additional costs, outside the terms of this contract, may be applied by the contractor for "same-day" work.
 - 3. A written quotation (See Sample Project) showing itemized costs and a total notto-exceed cost. A brief descriptive plan of action and a schedule of work shall be submitted to the Contract Manager for approval within two (2) working days after site visit.
 - 4. After approval of the submittal by the Contract Manager, a purchase order will be issued by the school system's Purchasing Office to the selected contractor. This purchase order will confirm the scope of work, commencement date, time frame and price.
 - 5. The contractor shall carefully field check all dimensions and other conditions affecting the work. HCPSS assumes no responsibility of errors made by the contractor when measuring and reviewing site conditions.

IV. RATES AND MARK-UPS

- A. CONTRACTOR'S LABOR AND MATERIAL RATES
 - 1. It is understood and agreed that the cost of all labor, material, equipment, supervision, mileage, waste disposal, overhead, and profit is included in the itemized Bid Prices stated in the response to this bid. Travel time shall be borne by the contractor.
 - 2. The school system will not recognize any premium or incentive pay and no work shall be performed on an overtime basis or shift differential and no overtime pay or shift differential shall be included as a "job cost" unless the performance of such overtime or shift differential has been authorized by the issuance of an additional

change order to the purchase order on a particular project or as agreed to in the submitted not-to-exceed price by the contractor or as required in the scope of work issued by the school system.

- 3. In the event an emergency exists which would require immediate overtime work, the school system's Contract Manger shall be verbally notified by the contractor immediately and if permission to perform this work is granted verbally, it shall be confirmed in writing by the school system within twenty-four (24) hours of such work with a change order amendment to be issued within one (1) week of such work.
- 4. In the event that overtime work is required by the school system it will be recognized as a "job cost" only if a change order amendment has been issued to the contractor's not to exceed price. The overtime work shall be limited to the work and time approved in advance of its performance and paid at the recognized premium rate.
- 5. Incentive payments or premium payments made to any employees by the contractor either as permanent employee pay, subsistence or other pay in excess of the wage shall be at the expense of the contractor and must be included as part of the quoted rates shown on the bid price.
- 6. Invoices may be requested from the contractor to demonstrate the percentage cost over invoice submitted for time and material rates for materials, equipment rental and subcontractors.

V. TERMS AND CONDITIONS

- A. CONTRACT
 - 1. If this bid is accepted and awarded, it shall become the contract document that governs the administration of the contract. All portions of this bid, including the 100% bid documents, the procurement specification, drawings, any addenda, amendments, modifications, or any other extraneous matter incorporated shall be applicable as a result of this invitation to bid.
- B. CONTRACT PERIOD
 - 1. Any resulting contract(s) shall commence upon expiration of the current contact on November 5, 2021 or the date of school board approval. The Contract(s) is to be for one (1) year with the option to renew for five (5) additional one-year periods at the sole option of the school system pending successful performance and availability of funding.

C. CONTRACT MANAGER

1. The Howard County Public School System's Contract Manager(s) from Building Maintenance and School Construction departments shall be responsible for the day-to-day administration of the contract upon award by the Howard County Public School System. The HCPSS Contract Managers contact information will be made available upon award. All communications on projects are to be directed to the Contract Manager(s) only. No instructions, directions, and information are to be given to the Contractor by any other HCPSS personnel. Any change order work shall not proceed until a change order to the purchase order has been issued by the Purchasing Office confirming this additional work and the applicable additional cost.

D. TERMINATION FOR DEFAULT

1. When the contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of The Howard County Public School System. Failure on the part of the contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the contractor is not entitled to recover any costs incurred by the contractor up to the date of termination. Notification shall be in writing and shall be issued 30 days prior to termination date. In the event of default of contract The Howard County Public School System may procure services from other sources. The contractor found in default will be held responsible for all costs incurred.

E. TERMINATION FOR CONVENIENCE

- 1. The Howard County Public School System may terminate this contract, in whole or in part, without showing just cause upon giving written notice to the contractor. The Howard County Public School System shall pay all reasonable costs associated with termination of the contract. However, the contractor shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.
- F. PRICE ADJUSTMENTS
 - 1. The Howard County Public School System will only consider adjustments on labor rates based only upon federal minimum wage increases and decreases in the Consumer Price Index (CPI-W), Baltimore Region, as published by the Bureau of Labor Standards. Requested increases above a 10% cap will not be considered. In order to receive consideration for a price increase, the contractor must submit to The Howard County Public School System, sixty (60) days prior to the contract expiration date, a statement of any change in the hourly rate wage actually to be paid to its employees during the renewal term. Adjustments will be calculated by comparing the current index with the previous year's index so as to determine the change in index points. The point change will then be divided by the price index to obtain the percentage of change. The percentage of change will then be multiplied by .75 to obtain the adjustment to be applied to the current prices.
 - 2. The Howard County Public School System will also consider adjustments based on fees outside of the control of the contractor, such as manufacturer price increases. However, such increases will be a "pass through" to the Howard County Public School System with no mark-up allowed. For such changes to be considered by the Howard County Public School System, documentation from the manufacturer (or any other applicable party) assessing a cost increase must accompany a written request from the contractor.
 - 3. The Howard County Public School System will then review the request and advise the contractor of approval or disapproval of the price change request.
 - 4. Price increase requests will not be considered if not accompanied with the proper information.
- G. LIQUIDATED DAMAGES
 - 1. Liquidated damages shall be assessed at the rate of **five hundred dollars** (\$500.00) per calendar day beyond the completion date indicated in the scope of work for each project and/or listed on the purchase order for work not 100% complete.
 - 2. The contractor agrees that the sum specified for liquidated damages for delay by the contractor is not a penalty and is liquidated damages, that the damages

resulting to the owner for delay in completion by the contractor are difficult of ascertainment and that the amount specified is not grossly excessive and it is not out of proportion to the damages that might readily be expected to result from delay caused by the contractor. Excluded from the liquidated damage provision, however, are any damages for loss of use of any facility of the owner that arises from a delay and the owner expressly reserves the right to claim damages for such loss of use. The contractor agrees that it has freely bid on this contract with the full and complete knowledge of the provisions for liquidated damages and waives all objections to such provisions as a penalty.

- 3. In addition, the owner shall assess and deduct from the contract sum any and all extra costs associated with maintaining the project (e.g. engineering fees, owner's overtime, etc.) for each calendar day of delay that the contractor extends substantial completion of the entire work beyond the completion date or time stipulated in the contract documents.
- 4. Any delays to projects must be communicated to the Contract Manager immediately.
- H. TAXES
 - 1. The Howard County Public School System is tax exempt, and the price quoted shall not include federal excise taxes, state or local taxes, or use taxes.
 - 2. The bidder is responsible for all taxes, including but not limited to sales and use taxes on the purchase of the bidder's equipment and materials, or any equipment and materials supplied to the Board of Education on the project.
- I. BILLING AND PAYMENT
 - 1. The contractor shall submit invoices to the Howard County Department of Education, (Name of Department), 10910 Clarksville Pike, Ellicott City, MD 21042, Attn: (Name of Contact), at the completion of each job. Invoices must contain the following information:
 - a) Purchase Order Number
 - b) Name of school
 - c) Description of work along with quantities
 - d) Start date and completion date
 - e) Itemized breakdown of project costs to include labor and materials.
 - f) Total due
- J. FUNDING
 - 1. The contractual obligation of the Board of Education under any resulting contract is contingent upon the availability of appropriated funds.
- K. ORDERS
 - 1. Orders shall be in the form of an official Howard County Public School System Purchase Order. No deliveries are to be made under any contract(s) resulting from this bid without a purchase order.
- L. PROCUREMENT CARD
 - 1. The Howard County Public School System utilizes a Purchasing Card Program. Purchases resulting from this solicitation may be made through a Visa/Mastercard credit card.

- 2. Bidders are prohibited from charging any additional costs/fees above and beyond the established contract prices to process such orders. Bidders lacking Visa/Mastercard capability should contact the Purchasing Office.
- M. INSURANCE
 - 1. See ATTACHMENT A, INSURANCE REQUIREMENTS.
- N. MATERIAL SAFETY DATA SHEETS
 - 1. Pursuant to Occupational Safety and Health Act (OSHA) 29CFR1910, where applicable, SDS for the products supplied or used as a result of this contract must be attached to each shipment of product as well as mailed to:

The Howard County Public School System Safety, Environment and Risk Management 10910 Clarksville Pike Ellicott City, MD 21042

2. SDS must show the contract number under which the products were supplied or used and certify that no asbestos containing products have been installed.

O. ASSIGNMENTS

1. The contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Howard County Public School System. Unless the performance is expressly waived in writing by the Howard County Public School System, an assignment does not release the contractor from responsibility for performance of this contract. Assignment or subcontracting without the written approval of the Howard County Public School System will be cause for termination.

P. SUBCONTRACTORS

- 1. Subcontractors may not be employed to perform any work under any resulting contract(s) unless specifically approved by the Contract Manager.
- 2. Nothing contained in these contract documents shall create any contractual relation between any subcontractor and the Howard County Public School System.

Q. TOBACCO FREE AND ALCOHOL/DRUG FREE ENVIRONMENT

1. The Board of Education of Howard County maintains a tobacco, alcohol/drug free environment. The sale or use of tobacco, alcohol or drugs, in any form, or related product, is prohibited in school buildings and grounds at all times. Persons found violating this policy will be requested to remove the product and themselves from school premises.

R. CRIMINAL HISTORY BACKGROUND CHECKS

1. All employees, agents, or representatives of the awarded contractor who will be performing work on any phase of the contract arising out of this bid may be subject to a criminal history background check by the school system. Such persons, if requested by the school system, must provide fingerprints and other required information to facilitate such a check, as well as the necessary fees to obtain such a check from the federal or state government. At the completion of a background check, the school system may, at its sole discretion, decide that a particular employee, agent, or representative of the contractor be barred from school system property.

S. CHILD SEX OFFENDER NOTIFICATION

- 1. Sex Offender Requirement: Maryland law requires certain sex offenders to register with the local law enforcement agency; See Maryland Annotated Code, Criminal Procedure Article, §11-704. One of the purposes of this law, is to inform school systems when a Registered Sex Offender is residing or working in the area. When the sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.
- 2. As a contractor working for Howard County Public School System (HCPSS), we require that you do not employ Registered Sex Offenders to work on projects for our school system if they, as a result, are required to perform delivery, installation, repair, construction or any other kind of services on HCPSS property. Further, Maryland Law that became effective June 22, 2006, requires that any person who enters a contract with a county board of education or a non-public school "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender; See §11-722 Criminal Procedure Article. An employer who violates this requirement is guilty of a misdemeanor and if convicted may be subject to up to five years imprisonment and/or a \$5,000 fine.
- 3. Each contractor shall screen their work-forces to ensure that a Registered Sex Offender does not perform work at a county public school and also ensure that a subcontractor and independent contractor conducts screening of its personnel who may work at a school. The term "work force" is intended to refer to all of the contractor's direct employees and subcontractors and/or independent contractors it uses to perform the work. Violations of this provision may cause HCPSS to take action against the contractor up to and including termination of the contract.
- 4. Effective July 1, 2015, amendments to § 6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system may not knowingly assign an employee to work on school property with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving a sexual offense, child sexual abuse and crimes of violence.
- 5. The Contractor shall submit to HCPSS a listing of any employees assigned to perform under this agreement and certify that the necessary criminal history records checks have been conducted and that each employee complies with the requirements.

T. MULTI-AGENCY PARTICIPATION

1. Under §5-112, Paragraph (3) of the Education Article of the Annotated Code of Maryland HCPSS may with Board of Education approval participate in contracts for goods or commodities that are awarded by other public agencies or by intergovernmental purchasing organizations if the lead agency for the contract follows the public bidding procedures. HCPSS therefore reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and it's territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.

2. Each participating jurisdiction or agency shall enter into its own contract with the Award Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the award.

U. MINORITY BUSINESS ENTERPRISE PARTICIPATION

- 1. It is the goal of The Howard County Public School System that Maryland Department of Transportation certified minority business enterprise firms are encouraged to participate on this procurement. The contractor or supplier who provides materials, supplies, equipment, and/or services shall attempt to achieve the goals established for each project directly or indirectly from certified minority business enterprises. The bidder or offeror agrees to make a good faith effort to achieve this goal with certified minority business enterprises.
- 2. Minority Business Enterprise participation shall be as defined by the procedures established for State of Maryland funded public school construction projects.
- 3. The Howard County Public School system may request Minority Business Enterprise (MBE) participation on future projects that may be funded by Federal and/or State of Maryland agencies. The awarded contractor(s) may be required to submit along with their pricing proposals on future projects (MBE) documentation (Section 00730, Attachments A, B, C, D, E, F & G) if applicable, at the request of the HCPSS.
- V. BUILDING/SITE OCCUPANCY
 - 1. Under no circumstances shall any driveway, access road or walkway be blocked by the contractor's vehicles to prohibit use of, or disruption to pedestrian or vehicular traffic to the buildings or site.

W. OCCUPIED BUILDINGS – SIGN IN PROCEDURES

- 1. Work under this contract and any resulting contract or sub-contract will take place while school facilities are occupied by staff and often also by students and visitors. Every precaution shall be exercised to protect people from injury and to minimize disruption of activity. As well, contract employees shall conduct themselves in a professional manner while on The Howard County Public School System's premises. Any employee found to disregard the nature of the school system's surroundings shall be removed from the premises and may be prohibited from further servicing the HCPSS contract.
- X. IDENTIFICATION
 - 1. All contractor personnel, working in or around buildings designated under this contract, shall have a valid driver's license or photo ID in their possession at all times and wear distinctive uniform clothing while on the school system's premises.
 - 2. Contractors will be required to provide identification and sign-in and sign-out at the front office at each site on a daily basis during the course of each project.
 - 3. The contractor shall determine and provide additional personal protective equipment required for the safe performance of work. Protective clothing, equipment, and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used. Vehicles

used by the contractor must be identified in accordance with state and local regulations and, if applicable, be labeled with an appropriate license number identifying the company's business license.

- Y. PROJECT SCHEDULE
 - 1. The majority of sprinkler contractor work will take place throughout the school year, spring breaks, summers and occasional weekends. Most projects are planned in advance. Some projects may be performed in conjunction with renovations. Selected contractors are to expect time constraints for any given project.
 - 2. A school calendar for the 2021/2022 school year is available at the hcpss.org website.
 - 3. By submission of a bid, the bidder agrees that once work commences, it shall be pursued on a daily basis until completed. Schedules will vary from project to project. Specific schedules will be given for each project and will be identified in the scope of work and/or on the purchase order.
- Z. LOCAL OFFICE
 - 1. The contractor shall maintain a local office with telephone available for receiving and making calls throughout the working day and shall have available locally sufficient storage space for materials and equipment located within **50 miles** of the school system.
 - 2. Office must be capable of communicating via email including the transfer of large drawing files and photos.
 - 3. Bid documents may be distributed electronically by the HCPSS and the contractor will be responsible for printing drawings to scale at the contractors expense. Reproduction of drawings is also the responsibility of contractor.
 - 4. For projects that do not include architect or engineered drawings, it will be the responsibility of the contractor to provide drawings suitable for obtaining permit, as well as, providing as-built drawings upon completion of project.

AA. CONTRACTOR'S COORDINATOR/PROJECT MANAGER

- 1. The contractor shall provide, at least one person who shall be designated as the Project Manager. The Project Manager shall be the contractor's agent for reviewing the project in the field when required with the school system's representatives and shall be the channel for all inquiries concerning work in progress or work to be started under this contract.
- 2. The Project Manager should be readily available to review all phases of the project when requested by the school system. The contractor shall notify the school system for his approval of any changes in persons designated as Project Manager.
- 3. The Contractors Project Manager shall provide the HCPSS with a project schedule and updates as required reflecting any and all changes.
- BB. WORKING HOURS
 - Normal working hours are defined as follows:
 - a) <u>School in Session</u>- 6:30 AM to 11:00 PM, Monday through Friday (excluding school board approved holidays).

- b) Saturdays between the hours of 6:30 AM and 6:00 PM.
- c) Summer Break 6:30 AM to 4:00 PM, Monday through Friday
- 2. The work shall be carried forward during normal work hours unless the contractor elects on his own volition to extend operations beyond regular hours. Overtime will be approved for payment only if the school system's Contract Manager authorizes the overtime in writing. Overtime (Premium Rate) shall be as shown in the proposal for change order work.
- 3. The contractor shall perform the work under this contract on the job site in the presence of HCPSS employees. If there is any off-site work such as shop fabrication, the school system shall be so notified at the time the not-to-exceed price is provided by the contractor. The school system reserves the right to inspect such off-site work, including the contractor's premises at any time.

CC. MAINTENANCE OF MANPOWER

- 1. Any staff changes by the selected contractor(s) must be reviewed and approved by HCPSS prior to any reassignments being made.
- DD. RIGHT TO ASSIGN WORK
 - 1. The school system reserves the right to complete particular projects through this contract through the use of HCPSS employees or to obtain separate contracts through its normal procurement process according to the best interests of the school system.

EE. RESPONSIBILITY OF BIDDERS

- 1. The contractor is assumed to be skilled in his trade, and is solely responsible for compliance with health and safety regulations, performing the work in a safe and competent manner, and in installation procedures required for the work as outlined in these Documents.
- FF. PERMITS, CODES, AND LAWS
 - 1. All work shall be in accordance with the following rules and regulations and any applicable laws:

National Fire Protection Association (NFPA) Basic National Building Code (BOCA) International Building Code (IBC) State Building Code (SBC) Local Building Codes (LBC) National Electrical Code (NEC)

- 2. Where any of the above is at variance with the drawings and specifications, the code requirements shall take precedence and any cost necessary to meet these shall be included in the contract.
- 3. All supervision assigned to this project shall be experienced in this type of work. The Contractor's Project Manager shall be designated as the "safety inspector," unless the contractor appoints another.
- 4. Contractor shall apply for and pay for all permits required to perform this work. These costs are to be included in contractor's bid price.
- 5. For projects that do not include architect or engineered drawings, it will be the responsibility of the contractor to provide drawings suitable for obtaining permit.

GG. ASBESTOS MATERIALS

- 1. No products shall contain asbestos.
- 2. Bidders/Contractor may be required to submit documentation stating that the products ordered, provided or supplied under this contract do not contain asbestos.
- 3. Any products from the bidder/contractor found to be containing asbestos shall be promptly removed from HCPSS property at the expense of the bidder/contractor. Credit for the product removed will be issued at the price paid. Bidder/Contractor shall be responsible for any disposal and removal costs.

HH. SITE WORK REQUIREMENTS

- 1. Contractor is responsible to work in a neat and orderly fashion, such as to minimize disruption of owner's employees. Job site shall be kept clean and free of debris.
- 2. Contractor shall work between the hours affirmed by the school system's Contract Manager. The HCPSS Contract Manager must approve any work performed outside of these hours.
- 3. Contractor shall provide storage for their tools, equipment, and materials. Owner does not assume responsibility for the security of these items.

II. PROTECTION OF ADJACENT FACILITIES AND PROPERTY

- 1. The contractor shall continuously maintain adequate protection of all his work from damage, and shall protect the Howard County Public School System property from injury or loss arising in connection with this contract. He shall make good any damages, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the Howard County Public School System. He shall adequately protect adjacent property as provided by law and the contract documents.
- 2. If deemed necessary, box trees along the way of access, also all trees and shrubbery surrounding the building which are liable to injury by the moving, storing, and working up of materials. Use no permanent tree for attachment for any ropes or derricks. Replace and put in good condition every public way and private way, catch basin, conduit, trees, fence or things injured in carrying out this contract, unless the same shall be permanently done away with by order of the Howard County Public School System.
- 3. The contractor shall erect and properly maintain at all times, as required by the condition and progress of the work, all necessary safeguards for the protection of workmen and the public, and shall post danger signs warning against the hazards created by such features of construction as protruding nails, overhead hoists, well holes, elevator hatchways, scaffolding, window openings, stairways, falling materials and overhead work.
- 4. In any emergency affecting the safety of life, or of the work, or of the adjoining property, the contractor, without special instruction or authorization, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury. However, if he is specifically instructed by proper authority, he shall so act without appeal. Any compensation claimed by the contractor on account of emergency work shall be only authorized by the Howard County Public School System.

- 5. Roof Membranes: protect from damage with OSB and insulation. Any damage caused by contractor shall be repaired by certified roofing company approved by HCPSS. Any roof penetrations required for project shall be performed by certified roofing company also approved by HCPSS.
- 6. Wall Penetrations: exterior wall penetrations shall be sealed and made water tight. Interior penetrations shall be sleeved and properly sealed with approved fire stopping sealant.
- 7. Gymnasium Floors: protect from damage with ³/₄-inch plywood sheets when using lift for obtaining access to high ceilings.
- JJ. FINAL CLEANING
 - 1. Upon completion of the work specified in the contract and before final payment will be made, the construction area and all other adjoining areas occupied by the contractor during the construction of said contract shall be cleaned of all surplus and discarded materials, spilled materials, and excess materials left from the permanent work as a result of the contractor's operations. The adjoining areas mentioned above will be reshaped, seeded, and mulched, or otherwise restored, as they existed prior to work.
 - 2. HCPSS office of Custodial Services shall give final approval of all cleaned areas. Contractor shall be fully responsible for correcting deficiencies in cleanliness at no additional cost to the HCPSS including but not limited to providing labor, equipment, supervision and cleaning services.
- KK. LEFTOVER PRODUCT
 - 1. Any remaining product from projects will be considered the property of HCPSS, unless otherwise specified. It shall be the responsibility of the contractor to deliver all remaining product to a location within Howard County as specified by the Contract Manager before project completion.
- LL. WARRANTY
 - 1. All products shall minimally carry a standard factory warranty against defects in parts and workmanship for the period stated in the manufacturer's specifications and/or for a minimum of one year.
 - 2. All labor shall minimally carry a warranty against workmanship for a minimum of one year.
- MM. DEMONSTRATION
 - 1. Should any using school or office require a demonstration of equipment furnished by a contractor, the supplying contractor shall be obligated to provide such demonstration and use instruction to the requesting school or office at no additional cost. The use demonstration shall be accomplished at the school or office location.
- NN. ACCEPTANCE & INSPECTION
 - 1. All work shall be subject to the inspection and approval of Howard County Public School System's Contract Manager during construction and before final payment is made.
- OO. CONTRACTOR PERFORMANCE/EVALUATION SCORECARD
 - 1. Upon completion of a project/service or at any time during the project/service, the awarded contractor shall receive a performance evaluation scorecard rating the contractor's performance on the project/service. The evaluation scorecard will

become part of the contractor's permanent file. A sample Contractor Performance/Evaluation Scorecard is included with the bid documents.

- 2. The evaluation scorecard shall include the following performance indicators; Quality of Work, Responsiveness, Professionalism, Resources, Schedule Management, Quality Control, Deficiency Resolution, Submittal Management, Training, Appearance, Security, Safety, Utility Conservation, Disruptions, Quality of Materials, Emergency Response, Hazardous Materials, Innovation, Teamwork, Cost Management, Billing, Compliance.
- 3. A contractor shall have up to 3 weeks after notification to appeal, challenge or otherwise dispute the scorecard results. After the 3-week period, the scorecard shall be considered final and accepted by the contractor.
- 4. A contractor receiving a 70% or less overall evaluation scorecard rating for a project/service may be disqualified for bidding on any future projects with the HCPSS for a period of three (3) years and/or for the remaining contract term including renewal options.

VI. SCOPE OF WORK

- A. GENERAL
 - 1. Provide all necessary labor, equipment, materials, supervision, and tools to inspect, install, maintain, repair, and/or upgrade fire sprinkler systems at various locations within the school system.
 - 2. Fire Sprinkler services may be required at any one HCPSS facility, or at multiple facilities, at any given time.
 - 3. Fire Sprinkler Inspection Services shall be required for three (3) quarterly inspections, one (1) annual inspection, and a five year inspection for each facility.
 - 4. Bidders shall provide price quotes for quarterly, annual, and five-year inspection and testing services. **See School List for locations.** The HCPSS has the right to add/deduct locations as needed throughout the term of the contract for new construction and property acquisitions at the current individual inspection price for each location.

B. PROJECT SUBMITTALS

1. Certain submittal information will be mandatory while others may be required upon request. Submittals that are mandatory shall be submitted annually or when there is a change in relationship to the submittal (i.e. change in products use, MSDS updated, etc.).

C. SERVICE REPORTING SYSTEM REQUIREMENT (SCHOOLDUDE)

- 1. The HCPSS facilities departments currently utilize School Dude to monitor and report all maintenance requests and repair service history. The awarded Contractor shall provide at no additional cost to owner, a summary of all work associated with this contract into the HCPSS automated preventive maintenance work order system (School Dude).
- 2. Owner will assign an electronic work order (web-based), for each sprinkler inspection, etc., to the contractor's email address once per quarter. Upon completion of the inspection, testing, the sprinkler technician shall log into the

work order and enter a summary of action taken and date completed. Training will be provided by HCPSS as required.

	Activity	Frequency	Testing Procedures
Gauges (wet pipe systems)	Inspect	Quarterly	Inspect gauges to ensure that normal water supply pressure is being maintained.
Gauges (dry, pre- action and deluge systems)	Inspect	Quarterly	Inspect gauges to ensure that normal air and water pressures are being maintained.
Hydraulic nameplate	Inspect	Quarterly	Inspect hydraulic nameplate to verify that it is attached securely to the sprinkler riser and is legible.
Fire Department Connections	Inspect	Quarterly	Verify FDC: is visible and accessible; couplings/swivels not damaged and rotate smoothly; plugs/caps in place and undamaged; gaskets in place and in good condition; identification signs in place; check valve not leaking; automatic drain valve in place and operating properly; clapper(s) in place and operating properly.
Main Drain	Test	Annually/ Quarterly	Test to determine whether there has been a change in condition of water supply piping and control valves. Test quarterly where system's sole source of water is through a backflow assembly or PRV.
Control Valves	Inspect	Quarterly	Test valve supervisory switches to ensure signal is indicated when moved from the valve's normal position.
	Test	Annually	Operate each control valve through its full range and return to its normal position.
Alarm Valves	Inspect	Quarterly	Inspect valve externally to verify: gauges indicate normal supply water pressure being maintained; no physical damage; valves in appropriate open/closed position; retarding chamber/alarm drains not leaking.
Dry Pipe Valves	Inspect	Quarterly	Inspect valve externally to verify: valve is free of physical damage; all trim valves are in appropriate open or closed position; intermediate chamber is not leaking.
Priming water	Test	Quarterly	Test water level for compliance with manufacturer's instructions.
Low air pressure alarms	Test	Quarterly	Test in accordance with manufacturer's instructions.
Quick-opening devices	Test	Quarterly	Test in accordance with manufacturer's instructions.
Backflow Preventers	Inspect	Quarterly	Inspect in accordance with manufacturer's instructions.
	Test	Annually	Test in accordance with manufacturer's instructions.
Main Drain	Test	Annually/ Quarterly	Test to determine whether there has been a change in condition of water supply piping and control valves Test quarterly where system's sole source of water is through a backflow assembly or PRV.
Hangers/Seismic bracing	Inspect	Annually	Inspect sprinkler pipe hangers and seismic braces from floor level.

D. INSPECTION AND TESTING REQUIREMENTS, QUARTERLY, ANNUALLY, AND FIVE YEAR.

		A 11	
Sprinklers	Inspect	Annually	Inspect sprinklers from floor level.
Spare sprinklers	Inspect	Annually	Inspect supply of spare sprinklers to verify proper number and type of sprinklers and to check that sprinkler wrench for each type is supplied.
	—	. .	
Alarm devices (wet)	Test	Semiannua Ily	Test water-flow alarm on wet pipe systems by opening the inspector's test connection.
Alarm devices (dry, pre-action, deluge)	Test	Semiannua Ily	Test the water-flow alarm on dry pipe, pre-action, or deluge systems by using the bypass connection.
Fire Pump Inspection	n & Testing	Requirement	s
Fire pump system	Inspect	Quarterly	Verify that pump assembly appears to be in operating condition and is free from physical damage.
Pump operation	Inspect/ Test	Quarterly	Test by starting pump automatically. Record system suction and discharge pressure gauge readings. Check pump packing glands. Adjust gland nuts if necessary. Check for unusual noise or vibration. Check packing boxes, bearings, or pump casing for overheating. Record pump starting pressure.
Flow condition	Test	Annually	Test each pump assembly annually under minimum, rated, and peak flows by controlling quantity of water discharged through approved test devices.

FIVE-YEAR INSPECTIONS AND TESTING

Component	Activity	Frequency	Testing Procedures
System Valves	Inspect	Five-year	Internally inspect all deluge, dry and pre-action valves (where applicable) to verify proper operation of all components . Verify that all components move freely and are in good working order. Record year, make, model, and location of all equipment and trim. Note any abnormal findings and obtain photos as needed. Note any abnormal findings and obtain photos as needed. Place hang tag on each device providing evidence of work performed. Generate electronic report of all findings .
Check Valves	Inspect	Five-year	Internally inspect all accessible and testable check valves serving the fire protection system. Verify that all components operate correctly, move freely, and are in good working order. Internal inspection to be performed by removing device cap, couplings or associated piping. Replace all couplings with new if needed. Record location, type, style and size of all check va lves. Note any abnormal findings and obtain photos as needed. Place hang tag on each device providing evidence of work performed. Generate electronic report of all findings.

ATTACHMENT A

INSURANCE REQUIREMENTS

<u>1 - General Insurance Requirements:</u>

1.1 - The Contractor shall not commence Work until he has obtained at his own expense all of the insurance as required hereunder and such insurance has been approved by the Board of Education of Howard County Maryland; nor shall the Contractor allow any Subcontractor to commence Work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the Board of Education of Howard O of Howard County Maryland of original, signed certificates of insurance or, alternately, at the Board of Education of Howard County Maryland's request, certified copies of the required insurance policies.

1.2 - The Contractor shall require all Subcontractors to maintain during the term of this agreement, commercial general liability insurance, business automobile liability insurance, and Workers' Compensation and employers' liability insurance, in the same manner as specified for the Contractor. The Contractor shall furnish Subcontractors' certificates of insurance to the Board of Education of Howard County Maryland immediately upon request.

1.3 - All insurance required hereunder shall include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until sixty (60) days prior written notice has been given to the Board of Education of Howard County Maryland."

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.

1.4 - No acceptance and/or approval of any insurance by the Board of Education of Howard County Maryland shall be construed as relieving or excusing the Contractor, or the Surety, or his bonds, from any liability or obligation imposed upon either or both of them by the provisions of the Contract Documents.

1.5 - The Board of Education of Howard County Maryland and its elected or appointed officials, agents and employees are to be named as an additional insured under all coverages except Workers compensation and business automobile liability, and the certificate of insurance, or the certified policy, if requested, must so state this. Coverage afforded under this paragraph shall be primary as respects the Board of Education of Howard County Maryland, its agents and employees.

1.6 - The Contractor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the Work. The Contractor assumes all risk for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from the action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted Work, until final acceptance of the Work by the Board of Education of Howard County Maryland.

1.7 - Insurance coverage required in these specifications shall be in force throughout the contract term. Should the Contractor fail to provide acceptable evidence of current insurance within seven days of written notice at any time during the contract term, the Board of Education of Howard County Maryland shall have the absolute right to terminate the contract without any further obligation to the Contractor, and the Contractor shall be liable to the Board of Education of Howard for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the contract at time of termination.

1.8 - Contractual and other liability insurance provided under this contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the Board of Education of Howard County

Maryland from supervising or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the Subcontractors and any persons employed by the Subcontractor.

1.9 - Nothing contained in the specifications shall be construed as creating any contractual relationship between any Subcontractor and the Board of Education of Howard County Maryland. The Contractor shall be fully responsible to the Board of Education of Howard County Maryland for the acts and omissions of the Subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

1.10 - Precaution shall be exercised by the Contractor at all times for the protection of persons, (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor and its Subcontractors during the term of the contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its operation on the property.

1.11 - If the Contractor does not meet the insurance requirements of the specifications, alternate insurance coverage, satisfactory to the Board of Education of Howard County Maryland, may be considered. Written requests for consideration of alternate coverages must be received by the Board of Education of Howard County Maryland at least ten Working days prior to the date set for receipt of bids or proposals. If the Board of Education of Howard County Maryland county Maryland denies the request for alternate coverages, the specified coverages will be required to be submitted.

1.12 - All required insurance coverages must be acquired from insurers allowed to do business in the State of Maryland and acceptable to the Board of Education of Howard County Maryland. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports, unless the Board of Education of Howard County Maryland grants specific approval for an exception.

1.13 - The Board of Education of Howard County Maryland will consider any deductible amounts as part of its review of the financial stability the Contractor. Any deductibles shall be disclosed by the Contractor, and deductible amounts are the responsibility of the Contractor.

2 - Contractor's Liability Insurance - "Occurrence" Basis:

2.1 - The Contractor shall purchase the following insurance coverages:

2.1.1 - Commercial general liability with a minimum limit of \$1,000,000 per occurrence, \$1,000,000 annual aggregate including all of the following:

- i. General aggregate limit is to apply per project;
- ii. Premises/operations;
- iii. Actions of independent Contractors;
- iv. Products/completed operations to be maintained for two years after completion of the Work;
- v. Contractual liability including protection for the Contractor from claims arising out of liability assumed under this contract;
- vi. Personal injury liability including coverage for offenses related to employment;

vii. Explosion, collapse, or underground (XCU) hazards (confirmation of underground hazard coverage must be confirmed by either certificate of insurance or in writing by Contractor's agent, broker or insurer);

2.1.2 - Business automobile liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability with a limit of \$1,000,000 per accident; uninsured motorist coverage at minimum statutory limits.

2.1.3 - Workers compensation with statutory benefits as required by Maryland law or the U. S. Longshoremen's and Harbor Workers' Compensation Act, or other laws as required by labor union agreements, including standard other states coverage; employers' liability coverage with limits of \$100,000 per accident, \$100,000 per employee for disease, and a \$500,000 disease policy limit.

2.1.4 - Total limit requirements of 2.1.1, 2.1.2 and 2.1.3 may be met by a combination of primary and umbrella excess liability coverage.

3 - Commercial General or Other Required Liability Insurance - "Claims Made" Basis

3.1 - If commercial general or other liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions:

i. Agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment for the contract. Such certificates shall evidence a retroactive date, no later than the beginning of the Contractors' or Subcontractors' Work under this contract, or

ii. Purchase an extended (minimum two years) reporting period endorsement for the policy or policies in force during the term 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.

CONTRACTOR PERFORMANCE/EVALUATION SCORECARD

Upon completion of a project or at any time during the project/service, the awarded contractor shall receive a performance evaluation scorecard rating the contractor's performance on the project/service. The evaluation scorecard will become part of the contractor's permanent file. A sample Contractor Performance/Evaluation Scorecard is included with the bid documents.

The evaluation scorecard shall include the following performance indicators; Quality of Work, Responsiveness, Professionalism, Resources, Schedule Management, Quality Control, Deficiency Resolution, Submittal Management, Training, Appearance, Security, Safety, Utility Conservation, Disruptions, Quality of Materials, Emergency Response, Hazardous Materials, Innovation, Teamwork, Cost Management, Billing, Compliance.

A contractor shall have up to 3 weeks after notification to appeal, challenge or otherwise dispute the scorecard results. After the 3-week period, the scorecard shall be considered final and accepted by the contractor.

A contractor receiving a 70% or less overall evaluation scorecard rating for a project/service may be disqualified for bidding on any future project/service with the HCPSS for a period of three (3) years and/or for the remaining contract term including renewal options. The contractor shall be notified of their performance status after each project.

Name of Contractor:	
Name of Project:	Contract/Bid Number:
Reviewed by:	Department:

Please take a moment to tell us about this contractor's performance. We will summarize all the information we obtain about each contractor and provide it to them. Supporting documentation shall be required to support any scores noted on the performance evaluation scorecard.

HOW SATISFIED. Please tell us **how satisfied** you are with the **performance** of the contractor named above. Circle a 10 if you are highly satisfied with their performance on a measure. Circle a 1 if you are highly dissatisfied with their performance on a measure. Circle a 1 if you are highly dissatisfied with their performance on a measure. Circle a number in between to show different degrees of satisfaction. Circle N/A for any performance indicators that do not apply to the project/service. There are no right or wrong answers; just tell us how you feel.

Satisfaction with the contractor's performance:		igh iss		fie	d					ghly tisfi	
1. Quality of Work. The contractor's ability to do the job right the first time.	1	2	3	4	5	6	7	8	9	10	N/A
 Responsiveness. The contractor's ability to adapt to changes and meet unusual needs. 	1	2	3	4	5	6	7	8	9	10	N/A
3. Professionalism. The courtesy and standards of conduct maintained by the contractor and his or her employees.	1	2	3	4	5	6	7	8	9	10	N/A
 Resources. The contractor's ability to provide his or her employees with the tools, parts, and supplies needed to do the job. 	1	2	3	4	5	6	7	8	9	10	N/A
Schedule Management. The contractor's ability to show up when scheduled and complete the work on time.	1	2	3	4	5	6	7	8	9	10	N/A
 Quality Control. The contractor's ability to identify problems and deficiencies before you do. 	1	2	3	4	5	6	7	8	9	10	N/A
 Deficiency Resolution. The contractor's ability to rapidly correct deficiencies in his or her work. 	1	2	3	4	5	6	7	8	9	10	N/A

CONTRACTOR PERFORMANCE/EVALUATION SCORECARD

8.	Submittal Management. The contractor's ability to provide submittals In a timely and efficient manner.	1	2	3	4	5	6	7	8	9	10	N/A
9.	Training. The contractor's ability to provide employees well-trained in all aspects of their jobs.	1	2	3	4	5	6	7	8	9	10	N/A
10.	Appearance. The contractor's ability to keep uniforms, tools, and vehicles clean so as to portray a positive image.	1	2	3	4	5	6	7	8	9	10	N/A
11.	Security. The contractor's ability to safeguard your facilities and assets.	1	2	3	4	5	6	7	8	9	10	N/A
12.	Safety. The contractor's ability to keep the workplace safe and comply with OSHA requirements.	1	2	3	4	5	6	7	8	9	10	N/A
13.	Utility Conservation. The contractor's ability to use only the water, gas, electricity, and air conditioning needed to do the job.	1	2	3	4	5	6	7	8	9	10	N/A
14.	Disruptions. The contractor's ability to keep interruptions to the operations of your firm or agency to a minimum.	1	2	3	4	5	6	7	8	9	10	N/A
16.	Quality of Materials. The contractor's ability to use high quality parts and supplies.	1	2	3	4	5	6	7	8	9	10	N/A
17.	Emergency Response. The contractor's ability to rapidly restore normal operations after an emergency, power outage, or severe weather.	1	2	3	4	5	6	7	8	9	10	N/A
18.	Hazardous Materials. The contractor's ability to properly handle hazardous materials.	1	2	3	4	5	6	7	8	9	10	N/A
19.	Innovation. The contractor's ability to use new materials and adopt new methods to increase effectiveness.	1	2	3	4	5	6	7	8	9	10	N/A
20.	Teamwork. The contractor's ability to be a team player in order to assist in accomplishing the objectives of your firm or agency.	1	2	3	4	5	6	7	8	9	10	N/A
21.	Cost Management. The reasonableness of the contractor's costs, especially for contract changes.	1	2	3	4	5	6	7	8	9	10	N/A
22.	Billing. The contractor's ability to present correct and properly documented invoices.	1	2	3	4	5	6	7	8	9	10	N/A
23.	Compliance . The contractor complied with all rules, requests, regulations And requirements. This includes compliance with instructions Regarding interactions with students, staff and others.	1	2	3	4	5	6	7	8	9	10	N/A

CONTRACTOR PERFORMANCE/EVALUATION SCORECARD

Please summarize the contractor's overall performance based on the scores for the performance indicators noted above:

Please return the completed survey by email to: <u>iveslany@hcpss.org</u> or fax (410) 313-6789 Thank you for your prompt assistance.

EXPERIENCE/REFERENCE FORM

<u> </u>	
Customer Name:	
Customer Address:	
Contact Name and Title:	
Contact Phone #:	
Describe customer's facility:	
Describe service performed:	
Name your firm's Project Manager for service:	
Is this contract renewable? yes no	
If yes to the above, was the contract renewed?	And if not, why not?
Was service performed on an on-call basis?	Yes 🗌 No 🗌
Was this fixed price, T & M, lump sum, other:	
Annual Dollar amount of contract:	
Commencement Date:	Termination date:
List of all similarities to HCPSS requirements:	

3 years must be provided with the submittal of bid documents.

KEY PERSONNEL FORM

Bidder:	Phone #:
Engineering Tech:	Fax #:
Name)	
Cell#:	Email:
TECHNICAL TRAINING/EDUCATIONAL BAC	
Association/Institution Licenses/	<u>Certifications</u> <u>Date Earned</u>
Number of years with previous firm: Name of previous firm:	
Positions held for the	Positions held for the
past three years:	past three years:
List similar projects worked on and par Customer Name: Contact Name and Title: Address: Position held: Specific work performed:	rticular role this individual had during each project: Phone #:
List similar projects worked on and par Customer Name:	rticular role this individual had during each project:Phone #:
List similar projects worked on and par Customer Name:	rticular role this individual had during each project:Phone #: Phone #:
List similar projects worked on and par Customer Name:	rticular role this individual had during each project:Phone #:

It is imperative that accurate contact names and phone numbers be given for the references listed. All references are to include a contact person who can comment on the Engineering Technician ability to perform work such as specified in the bid documents.

KEY PERSONNEL FORM

STAFFING PLAN – Sprinkler Fitter

Bidder:	Phone #:
Sprinkler Fitter:	Fax #:
Cell#:	Email:
	KGROUND: /Certifications Date Earned
Number of years with previous firm: Name of previous firm:	
Positions held for the past three years:	Positions held for the past three years:
List similar projects worked on and pa	rticular role this individual had during each project:
 Address: Position held: Specific work performed: 	Phone #:
 Contact Name and Title: Address: Position held: 	Phone #:

It is imperative that accurate contact names and phone numbers be given for the references listed. All references are to include a contact person who can comment on the Sprinkler Fitters ability to perform work such as specified in the bid documents.

Note: this form shall be submitted for two (2) Sprinkler Fitters

PROFILE OF COMPANY FORM

Comprehensive Description of Organization

Complete for local office which will be per Print Name of inside contact person for t	erforming The Howard County Public School System work. this contract.
Company Name:	Phone #:
Company Address:	Fax #:
	E-mail:
(Print) Name of Contact:	Web Page:
Date of Incorporation:	State of Incorporation:
State of Maryland Business License nun	nber:
Number of Years in business under pres	sent name:
Other or former names under which you	r organization has operated:
	Services (Sprinkler Inspection) <u>%</u> Services (Sprinkler Installation) <u>%</u>
Name of Principal(s) and Title(s):	Maintenance & Repair Service <u>%</u>
History of Firm:	
Total Number of Employees: Number of Engineering Techs	Number of Office Personnel: Number of Sprinkler Fitters:
Bonding capacity: Has your firm, in the last five years, ever If Yes, Explain:	r had a contract terminated for any reason? Yes 🗌 No
Total Company Annual Dollar Volume fo	or all Fire Sprinkler work:

2020<u>\$</u>2019<u>\$</u>

CHECK LIST

TECHNICAL INFORMATION

The following forms must be included within the Technical offer portion of the Bid.

yes	no	
		Transmittal Letter
		Experience/Reference Form (3 copies)
		Key Personnel Form (Engineering Technician, (2) Sprinkler Fitters)
		Profile of Company Form
		Class IIIc Fire Sprinkler Contractor License
		NICET Level III Certification
		Specimen Copy of Certificate of Insurance
		MOSH/OSHA/MDE/EPA Letter
		Letter from Bonding Company