



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

INVITATION TO BID

**PAINTING CONTRACTOR SERVICES
BID #018.23.B3**

To All Interested Bidders:

Re: NOTICE TO BIDDERS
Bid #018.23.B3, Painting Contractor Services

The Howard County Board of Education invites your participation in a **Multi-Step Bid** for On Call Painting Contractor Services. The work includes, but is not limited to, painting services and related work 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, equipment, and labor necessary to complete each project.

The technical package documents may be obtained on **Thursday, October 27, 2022** at the Howard County Department of Education, Purchasing Office website, <https://purchasing.hcpss.org/business-opportunities>.

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 Wednesday, November 16, 2022 at 10:00 A.M. to BidsandProposals@hcpss.org. 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, 018.23.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 10:00 A.M., Tuesday, November 1, 2022 to Kristal Burgess, Procurement Specialist, Kristal.Burgess@hcpss.org. 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 disqualified.**

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.

Contractors are required to register on eMaryland Marketplace Advantage at [eMaryland Marketplace Advantage \(eMMA\)](#) within five days following notice of award. Maryland law requires local and state agencies to post award notices on eMaryland Marketplace Advantage This cannot be done without the contractor's self-registration in the system. Registration is free. Failure to comply with this requirement may be considered grounds for default. It is recommended that any interested bidder register with eMaryland Marketplace Advantage regardless of the award outcome for this procurement as it is a valuable resource for bid notification for municipalities throughout Maryland.

Kristal Burgess
Procurement Specialist



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

NO BID REPLY FORM

Sealed Bid for: **Painting Contractor Services**

Bid Number: **Bid #018.23.B3**

Bidder: _____

To assist us in obtaining good competition on our request for bids, we ask that each firm that has received an invitation, but does not wish to bid, state their reason(s) below.

Unfortunately, we 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: _____



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THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM
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- _____ 5. We do not sell the item(s)/service(s) requested in the specific specifications.
- _____ 6. Other: _____

**PAINTING CONTRACTOR SERVICES
Multi-Step BID #018.23.B3**

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

ISSUE DATE: **Thursday, October 27, 2022**

SEALED BID FOR: **Painting Contractor Services
Multi-Step Bid, Volume One, Technical Offers**

BID NUMBER: **Bid #018.23.B3**

PRE-BID DATE: **NA**

PRE-BID TIME: **NA**

PRE-BID LOCATION: **NA**

LAST DATE & TIME FOR
QUESTIONS: **Tuesday, November 1, 2022 at 10:00 AM in writing**
Submit To: Kristal Burgess at Kristal_Burgess@hcpss.org

**TECHNICAL OFFERS
DUE:** **Wednesday, November 16, 2022 at 10:00AM**

BID PRICE DUE: **Date and time to be announced via addendum**

PURCHASING
SPECIALIST: **Kristal Burgess**
phone: 410-313-6723
fax: 410-313-6789
email: Kristal_Burgess@hcpss.org

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

PAINTING CONTRACTOR SERVICES
BID # 018.23.B3

I. INSTRUCTIONS 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 painting 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, painting services and related work at HCPSS facilities as required.
3. All work performed under this contract shall be in accordance with The General Provisions, the Procurement Specifications, the 100% bid documents and any applicable drawings and addenda issued and shall minimally follow current OSHA 1926.1101 regulations.
4. Painting services may be required at any one HCPSS facility, or at multiple facilities, at any given time. Only one contractor will be selected for each project.

B. BID PREPARATION

1. One (1) complete set of Invitation for Bid, consisting of: (1) General Provisions; (2) Terms and Conditions; (3) the Specifications; (4) any plans or drawings made part of the Invitation for Bid; (5) any addenda, shall be acknowledged by each prospective Bidder on the form of a Bidder’s Technical Offer in this Multi Step Bid. The original Form of Proposal must be returned: (1) with all questions answered; (2) without alteration; (3) with the BID SIGNATURE SHEET or No Bid Reply form properly signed; (4) Bids are to be submitted electronically to BidsandProposals@hcpss.org via e-mail in accordance with the Instructions on the Invitation to Bid. Mailed, hand delivered, or facsimile bids will not be accepted.
2. The remaining documents consisting of all pages of the Invitation for Bid, the General Provisions, Terms and Conditions, any plans, drawings or extraneous matter, shall be retained by the Offeror and will form part of the contract resulting from the Invitation for Bid.
3. It is the Offeror’s responsibility to examine and understand all documents, addenda, drawings, or other information posted by the Purchasing Office in reference to this Bid.
4. It is highly recommended that individuals preparing bid submittals for this solicitation utilize the Bid Check List enclosed with this document to assure that they have included all of the required items. Failure to include items may cause your bid to be non-responsive.

C. 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 **November 21, 2022**. 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.

D. CONTRACT PERIOD

1. Any resulting contract(s) shall commence on January 1, 2023 through December 31, 2026, with the option to renew for two (2) additional one-year periods at the sole option of the school system pending successful performance and availability of funding.

E. INSTRUCTIONS FOR SUBMITTAL OF MULTI STEP BIDS

1. For detailed information on preparation and submittal of Multi Step Bid, see Section II. Multi Step Bid, Forms and Evaluation.

F. ISSUING OFFICE

- a) The Issuing Office is:

The Howard County Public School System
Purchasing Office
10910 Clarksville Pike
Ellicott City, Maryland 21042
Attn: Kristal Burgess
(410) 313-6723
Kristal_burgess@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.

G. QUESTIONS AND INQUIRIES

1. For purposes of preparation and submittal of the Technical Offer and Bid Price contact, Kristal Burgess, 410-313-6723, kristal_burgess@hcpss.org of the issuing office.
2. Items affecting the scope of work or conditions of the contract shall be subject to the conditions of addenda.

H. 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 BidsandProposals@hcpss.org 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, 018.23.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.
5. Late Bids cannot be accepted. Any bids received after the time and date specified, or by a different method or location will not be opened or given any consideration. HCPSS recommends against the delivery by hand, by mail or delivery services. Bids delivered to the central mailroom, front desk, or the purchasing Office will not be considered. All Bids must be submitted electronically in accordance with the instructions on the Invitation to Bid.

I. INCLEMENT WEATHER OR OTHER UNANTICIPATED HCPSS CLOSINGS

1. In the event that Howard County Public Schools are closed for students on the scheduled bid due date, but the Purchasing Office located in the Administrative/Central Offices are open then the bids will be due as specified in the original documents. In the event the Schools have a delayed opening on the date bids are due, the bid date and time will not change. In the event that the HCPSS Administrative/Central Offices are closed as the result of inclement weather or for other unanticipated reasons, Bids will be due on the next day that the Administrative/Central Office is officially open, at the same time specified. It is the bidder’s responsibility to check the closure announcements.

J. 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) and will be evaluated against sample projects and requirements selected by the school system.
2. It is the HCPSS intent to award to three (3) or more contractors.
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 **all line items** in the Bid Price Form in order to be considered responsive.

K. 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.

L. ESTIMATED QUANTITIES

1. Estimated dollar volume for painting services is \$350,000 annually. 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 contractor(s).

M. 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.

N. 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.

O. BIDS FIRM FOR 120 DAYS

1. Bid prices shall remain firm for one hundred twenty (120) calendar days from the date of opening.

P. LICENSES AND QUALIFICATIONS

1. Bidders must be licensed to do business in the State of Maryland. Bidders shall submit proof of current licensing with their technical package.
2. Shall be an EPA Certified Firm.
3. Shall have an employee with an EPA Renovator Certification.
4. Bidders shall have a minimum of five (5) years' experience under the same company name with painting services. Prior school system experience is preferred.
5. Bidders shall maintain an office within a 50 mile radius of the Howard County School System.

Q. 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 posted on the school system website 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.
- R. ERRORS IN BIDS
1. Failure of the bidder to thoroughly understand all aspects of the Invitation for Bid before submitting their bid will not act as an excuse to permit withdrawal of his bid nor secure relief or plea of error.
 2. Neither law nor regulation makes allowance for errors or omissions on the part of the bidders.
- S. CANCELLATION OF THE BID
1. Howard County Public Schools reserves the right to cancel this bid solicitation or to reject any or all bids in whole or in part at the sole discretion of the Director of Procurement if he/she determines that it is fiscally advantageous or in the best interest of HCPSS to cancel the bid.
- T. 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.
- U. ORAL PRESENTATION
1. Bidders who submitted technical offers may be required to make individual presentations to HCPSS representatives in order to clarify their proposals.
- V. 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.
- W. MULTIPLE/ALTERNATIVE BIDS
1. Bidders may not submit more than one (1) bid nor may bidders submit an alternate to this bid.
- X. 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.
- Y. OPENING PROCEDURES

1. Sealed bids will be opened at the Department of Education at the designated time and place.
2. During the period of evaluation, no bidder shall contact any member or employee of The Howard County Public School System concerning award. Such action may result in the bidder's offer being removed from evaluation and rendered nonresponsive.

Z. 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 (General, Supplementary, and other Conditions), Drawings, Specifications, and any addenda.

II. MULTI STEP BIDS, FORMS AND EVALUATION

A. SIGNING OF FORMS

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 BidsandProposals@hcpss.org 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 e-folder and compressed in a .zip file.**
- d) **Bidders shall use the forms as provided. Substitute forms and/or data may not be considered.**

- e) 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 BidsandProposals@hcpss.org 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 e-folder 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. **Substitute forms and/or data may not be considered.**
- 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 four (4) recent projects, within the past three years, which demonstrate your firm's experience with Painting 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 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 service performed, installation, replacement, repair, etc;
 - (b) Setting (school building, etc.);
 - (c) Name of your firm's Project Manager and Painters;
 - (d) Dollar amount of the contract;
 - (e) Type of contract: (On-Call, Time & Material, Lump Sum, etc.);
 - (f) Official start date and completion date;

- (g) List all similarities of your projects to this project and requirements of the HCPSS.
 - b) **NOTE:** Experience noted must demonstrate the Bidder's knowledge and ability to perform similar painting 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", provide the names of the Project Manager (100% on site supervisor with authority to act on behalf of the firm), and three (3) Painters, (a total of four (4) key personnel forms) to be assigned to this contract if awarded and a complete "Key Personnel Form" for these people inclusive of the following:
- Technical Training/Educational background, EPA Renovators Certification, etc.
 - Direct work experience with the bidding firm;
 - Work experience with other employers, duration of employment and position(s) held;
 - Specific project experience similar to the painting service and associated work described herein. Include:
 - (1) Individual's role on each project;
 - (2) A brief description of the project including the type of painting service, the dollar volume of project and the start and completion dates;
 - (3) Personnel References: Provide two (2) project references for the Project Manager and references for the three (3) Painters 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.
 - a) **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.
 - b) **NOTE:** Higher consideration will be given in the evaluation if the Project Manager and Painters 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 least five (5) years Painting Contractor experience with three (3) years 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 Maryland Contractors License.**
 8. **Copy of Certificate of Insurance.**
 9. **Number of incidents cited for non-compliance by MOSH/OSHA/ MDE/EPA or letter stating no incidents on company letterhead.**
 10. **Enclose a letter from your bonding company stating its willingness to provide your firm with Performance bonds for the projects over \$50,000.**
 11. **Copy of EPA Certification.**
 12. **Copy of EPA Renovator Certification.**
- 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 and 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 ON-CALL CONTRACTING

- A. It is the HCPSS intent to award to a minimum of three (3) 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 under \$10,000.00, 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 over \$10,000.00, 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 showing itemized costs and a total not-to-exceed cost to include the cost of bonds for projects over \$50,000. 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. UNIT COSTS

1. Unit Costs are to be all inclusive. The cost of all labor, material, equipment, supervision, travel time and mileage, waste disposal, overhead, and profit is to be included in the itemized Bid Prices stated in the response to this bid. The Bid Price Sheet will be issued by addendum with the 100% documents.

B. 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 will become the contract. By submitting a bid offer, the undersigned hereby agrees and understands that all parts of the bid document, attachments, Terms and Conditions, addendums and all associated documents or any other extraneous matter incorporated by reference will be applicable to any contract(s) awarded as the result of this invitation to bid.

B. 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.

C. INDEMNIFICATION

1. The Awarded Contractor shall be responsible for any loss, personal injury, expense, death and/or any other damage which may occur by reason of Contractors acts, negligence, willfulness or failure to perform any of its obligations under this agreement. Furthermore any acts on the part of any agent, director, partner, servant or employee of the Contractor are deemed to be the Contractors acts. Contractor agrees to indemnify and hold harmless the Howard County Public School System and its Board of Trustees, Employees, Agents and Students from any claim, damage, liability, expense, and/or loss, including defense costs and attorney fees, arising directly or indirectly out of the Contractor's performance under this agreement. The indemnification obligation of the successful Contractor shall include, but shall not be limited to injuries to individuals and property of individuals who are not parties to the contract. In addition the indemnification obligation of the successful Contractor shall cover the acts or omissions of any subcontractors hired by the successful Contractor. Furthermore, the

indemnification obligation of the successful Contractor shall survive termination of the contract for any reason.

D. ORDER OF PREFERENCE

1. In the event of an inconsistency among provisions of this Solicitation, the inconsistency shall be resolved by giving preference in the following order:
 - a) General Terms and Conditions
 - b) Special Terms and Conditions (if any)
 - c) The Specifications
 - d) Drawings or other Addenda

E. TERMINATION DUE TO FUNDING

1. The contractual obligation of the Board of Education under any resulting contract is contingent upon the availability of appropriated funds.

F. 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.

G. 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.

H. REJECTIONS AND CANCELATIONS OF BIDS

1. HCPSS reserves the right to accept or reject any or all bids in whole or in part for any reason. HCPSS further reserves the right to waive any informality and to make awards in the best interest of the School System. HCPSS also reserves the right to reject the bid of any bidders who has previously failed to perform adequately on a prior award for furnishing goods and/or services similar in nature Page 10 to those requested in this solicitation. HCPSS may cancel this solicitation in whole or in part, at its sole discretion.

I. DEBARMENT STATUS

1. By submitting their proposal, the bidder(s), certify that they are not currently debarred by the State of Maryland or another governmental entity from submitting bids or proposals on contracts for the type of products or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

J. BRAND NAME OR EQUAL SUBSTITUTIONS

1. Where a particular manufacturer's brands or models are referenced, it is to be interpreted as being descriptive and not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids will be considered on models or brands or products of manufacturers other than those cited if accompanied by specifications, catalogs, test reports, brochures, or other

descriptive literature and supporting data, sufficient in detail to permit evaluation and determination that the item offered fully meets the salient characteristics and is of equal type and equal or better quality without reservations or further reference. It is the responsibility of the Bidder to provide the foregoing documentation with the bid at the date and time set forth for submission. The burden of proof that proposed alternates are in fact equal or better falls on the Bidder and proof must be to the satisfaction of HCPSS. Bids received for proposed equal/substitute items without the required documentation to support the bidders claim will not be considered responsive. It is not the responsibility of HCPSS to locate or secure any further information regarding the proposed alternate product.

2. Howard County Public Schools reserves the right to request any proposed equipment or supplies free of charge for a reasonable testing period to determine its suitability to the School Systems needs and requirements.
3. The Howard County Public School System shall be the sole authority as to whether proposed substitute items meet specifications or are an approved equal and further reserves the right to reject any or all proposals or waive any informality which may appear to be in its best interest. The HCPSS decision of approving or disapproving of a proposed equal shall be final.
4. When only one manufacturer or model is referenced, the absence of anything to the contrary will be interpreted as a bid on the exact item specified. Bidders offering proposed equal/substitute items other than those specified must state the product name, model and manufacturer.
5. Where several manufacturers of models are referenced as being equally acceptable and the bidder does not indicate what particular model or brand he is bidding on, the Purchasing Office shall have the right to select the brand or model referenced.

K. PRICE

1. Prices shall be all inclusive and shall include all cost of every kind such as, but not limited to delivery and training costs to The Howard County Public School System.

L. MULTIPLE PRICES

1. No bidder will be allowed to offer more than one price on each item regardless of the availability of several items that they feel may perform the same function or meet the specification as the item(s) described in the solicitation. The bidder must determine for themselves which item to offer and submit one price only. If said bidder should submit more than one price on any item all prices for that item may be rejected at the discretion of HCPSS.

M. 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.

N. 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.

O. 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.

P. 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

Q. FUNDING

- 1. The contractual obligation of the Board of Education under any resulting contract is contingent upon the availability of appropriated funds.

R. 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.

S. 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.

T. INSURANCE

- 1. See ATTACHMENT A, INSURANCE REQUIREMENTS.

U. MATERIAL SAFETY DATA SHEETS

- 1. Pursuant to Occupational Safety and Health Act (OSHA) 29CFR1910, where applicable, MSDS 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. MSDS must show the contract number under which the products were supplied or used and certify that no asbestos containing products have been installed.

V. 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.

W. SUBCONTRACTORS/SUBCONSULTANTS

- 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.

3. The bidder shall identify all proposed subcontractor/sub-consultant who will be furnishing services under the terms of this solicitation. Subcontractor/subconsultants shall conform in all respects to the applicable provisions specified for the prime contractor and shall be subject to approval by HCPSS. If a subcontractor/sub-consultant is determined to be unacceptable by HCPSS, the contractor shall substitute an acceptable subcontractor/sub-consultant with no change in any contract unit prices or overall contract sum. If a firm fails, within a timely manner, to propose another subcontractor/sub-consultant to which HCPSS has no objection, HCPSS reserves the right to reject the proposal. The contractor will use only those subcontractor/sub-consultants approved by HCPSS. All subcontractor/sub-consultants shall comply with all federal and state laws and regulation which are applicable to the services covered by the subcontractor and shall include all terms and conditions set forth herein which apply with equal force to the subcontractor/sub-consultant, as if they were the contractor referred to herein. The contractor is responsible for the contract performance, whether or not subcontractor/sub-consultants are used.

X. 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.

Y. 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.

Z. 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.

AA. 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 its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. 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.

BB. BEHAVIOR OF CONTRACTOR EMPLOYEES

1. Howard County Public School System (HCPSS) is committed to providing a work and study environment that is free from discrimination and harassment on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, handicap, pregnancy, or status as a disabled veteran or veteran of the Vietnam era. Behavior contrary to this philosophy, which has the purpose or effect of creating an intimidating, hostile, or offensive environment, will not be tolerated by HCPSS, and it is the Contractor's responsibility to ensure that such behavior by its employees, agents, and subcontractors does not occur. The policy extends to maintaining an environment free from sexual harassment. Therefore, sexual advances or sexual remarks, requests for sexual favors, and other verbal or physical conduct of a sexual nature must not be condoned or permitted by the

Contractor. This prohibition extends to such harassment within the employment context as well as harassment of students, staff, and visitors to the HCPSS. It should be assumed that all sexual behavior by the Contractor's employees, agents, and subcontractors on any campus or facility of HCPSS, whether owned, operated, maintained or leased by the HCPSS, is improper and unwelcome. Contractor will also ensure that all or their representatives who work with HCPSS users exhibit a high degree of professionalism in their dealings with those users. The Contractor's employees and subcontractors shall be subject to and comply with all applicable HCPSS rules, regulations and policies which shall include those regulations relating to safety, security and campus parking. If deemed necessary, HCPSS reserves the right to demand the removal of any of the Contractor's employees/subcontractors from duty on its premises as a result of their violation of the standards set forth herein.

CC. NON-COLLUSION

1. By signing and submitting a Bid/Proposal under this solicitation, the offeror certifies that it has neither agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith; Bidder also certifies that it has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the Bidder or offeror herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the bid or offer is submitted.

DD. NON-DISCRIMINATION IN EMPLOYMENT

1. The HCPSS does not discriminate on the basis of race, color, creed, national origin, religion, physical or mental disability, age, gender, marital status, or sexual orientation in matters affecting employment or in providing access to programs. For more information, contact the Equity Assurance Office of the Howard County Public School System at 10910 Route 108, Ellicott City, MD 21042 or call 410- 313-6654.

EE. MARYLAND LAW PREVAILS

1. The provisions of this contract shall be governed by the laws of Maryland.

FF. RESOLUTION OF DISPUTES

1. Bid rejection for non-responsiveness and/or non-responsibility shall be made using the criteria guidelines as stated in the General Provisions of Bid Proposal, Terms and Conditions, and Technical Specifications if any.
2. After bid opening and bid review, but prior to bid award, if a Bidder's entire bid is declared to be nonresponsive 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 addressed to Howard County Department of Education, 10910 Clarksville Pike, Ellicott City, Maryland 21042, Attention: Buyers Name, labeled

"Protest" and the Bid Number. The written protest shall include as a minimum the following:

- a) Name and address of the protester
- b) Appropriate identification of the bid
- c) Supporting exhibits, evidence, and/or documents to substantiate any claims.
- d) Suggested remedy(ies).

GG. 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 participate in a minimum of zero (0%) percent of the total dollar value of this procurement. The contractor or supplier who provides materials, supplies, equipment, and/or services for this solicitation shall attempt to achieve the result that a minimum of zero (0%) percent of the total contract value is made 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.

HH. 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.

II. 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.

JJ. 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 administration 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.

KK. PROJECT SCHEDULE

1. The majority of painting 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 current 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.

LL. 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.

MM. CONTRACTOR'S PROJECT MANAGER/COORDINATOR

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.

NN. WORKING HOURS

1. Normal working hours are defined as follows:
 - a) School in Session- 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.

OO. 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.

PP. 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.

QQ. 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.

RR. PERMITS, CODES, AND LAWS

- 1. All work shall be in accordance with all State of Maryland, County, Federal, and Governmental rules, regulations and laws. The contractor is responsible for assuring that all of their employee and services provided under the contract follow and comply with any such requirements pertaining and applicable to the service being provided under this Page 14 contract. All costs to comply with these requirements shall be paid by the contractor and included in the contractors Bid price.

- 2. 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)

- 3. 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.

4. All supervision assigned to this project shall be experienced in this type of work. The contractor's onsite Supervisor shall be designated as the "safety inspector," unless the contractor appoints another.
5. 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.
6. 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.

SS. 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.

TT. LEAD PAINT: 40 CFR PART 745 RENOVATION, REPAIR, AND PAINTING RULE

1. Any contractor disturbing known lead-based paint surfaces of greater than 6 square feet (interior) and 20 square feet (exterior) in HCPSS facilities constructed prior to 1978 and within areas housing children under the age of 6 years shall comply with Environmental Protection Agency's (EPA) 40 CFR Part 745, herein known as the "Rule". The contractor shall be a certified firm, employ a certified renovator, and follow proper lead paint work practices.
2. A certified firm is a company who has successfully registered with the EPA. A certified renovator is an individual from the firm who successfully completed an accredited EPA 8-hour class per the Rule.
3. Examples of impacted areas may include kindergarten classrooms, early childhood classrooms, restrooms commonly used by children under 6 years of age, elementary cafeterias and gymnasiums, before and after care rooms, and high school teen's childcare environments. Exterior work is impacted by this Rule if within 10 feet of windows and/or doors to an interior classroom housing children under the age of 6 or an outdoor activity area, such a macadam or mulched play area.
4. HCPSS will identify the presence or absence of lead base paint within affected work areas and documentation will be made available upon request.
5. HCPSS will provide project notification and educational pamphlets as required per the Rule.
6. Contractor is to notify HCPSS Project Manager and/or Office of Safety, Environment, and Risk Management when work area is ready for a Cleaning Verification Procedure as defined by the Rule. HCPSS will provide a certified third party to perform dust sampling. EPA's visual verification card will not be accepted.
7. The contractor's Certified Renovator shall be present as per the Rule during posting of signs, work area setup, and work area clean-up. Upon a request, the Certified Renovator shall be able to physically respond on-site within two hours.

8. HCPSS project manager and/or Office of Safety, Environment, and Risk Management will sign related documents for the contractor as required per the Rule.

UU. 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.

VV. 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.

WW. 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.

XX. 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.

YY. 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 two years.
2. All labor shall minimally carry a warranty against workmanship for a minimum of two years.

ZZ. 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.

AAA. 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.

BBB. CONTRACTOR PERFORMANCE/EVALUATION SCORECARD

1. Upon completion of a project or at any time during the project, the awarded contractor shall receive a performance evaluation scorecard rating the contractor's performance on the project. 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 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. SERVICE

1. Painting service under this contract shall include, but not be limited to, painting services and associated work.
2. Painting services may be required at any one HCPSS facility, or at multiple facilities, at any given time. Only one contractor will be selected for each project.
3. The contractor's Project Manager shall have the ability (via, cellular phone, etc.) to reply to all calls within thirty (30) minutes after receipt of call. Service calls shall be considered "received" when received by any employee or answering service of the contractor.
4. Contractor's staff shall sign in at the school's administration office upon arrival and departure.

B. DISPOSAL

1. Contractors shall be responsible for proper disposal of debris. School dumpsters shall not be used for disposing of paint or painting supplies or any residual debris generated as a result of this contract.

C. MOVEMENT OF FURNITURE

1. The contractor shall be responsible for moving furniture, equipment and supplies required to permit access to all work areas. The contractor's moving costs shall be identified on the Bid Price Sheet.
2. The contractor shall obtain prior approval from the Contract Manager to utilize a Moving Subcontractor on a HCPSS project prior to submitting a proposal for the project.
3. The HCPSS will notify the contractor(s) prior to projects when the movement of furniture, equipment and supplies will be handled internally by the HCPSS.

D. 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.).

VII. GENERAL SPECIFICATIONS

A. REQUIREMENTS

1. Shall have an office within a 50 mile radius of the Howard County Public School System.
2. Shall have a minimum of five (5) years' experience as a painting service contractor.
3. Three (3) years' experience working within a School System preferred.

4. Shall have a State of Maryland Contractors License.
5. Shall be an EPA Certified Firm.
6. Shall have an employee with an EPA Renovator Certification.
7. Ability to complete projects within an accelerated project schedule.
8. Ability to perform painting services per the specifications and requirements of the Contract Manager
9. Ability to work on weekends and holidays if necessary.
10. Shall be able to perform work inside or outside of facilities.

B. PRODUCTS

1. Painting products and specifications will be provided by the Contract Manager for each project within the scope of work for each project.

C. PRODUCT CHANGES

1. After the award of the contract, questions regarding deviations from the specifications or terms and conditions shall be directed to the Buyer. If a need is found for an item through the development of new specifications, new products, or through the inadvertent omission of an item normally included in a bid of this type, the Buyer shall have the right to add the new item and negotiate with the contractor for a price consistent with the current market value of the item.

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

GENERAL PROVISIONS

1. THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM (HCPSS) IS A PUBLIC SCHOOL SYSTEM IN THE STATE OF MARYLAND.

FEDERAL TAX ID:	52-6000968
MARYLAND SALES TAX:	30001219
FEDERAL EXCISE TAX:	52-73-0257K

2. ALL SHIPMENTS MUST BE PREPAID. SHIP BY TRUCK OR PARCEL POST ONLY. IF PRICES DO NOT INCLUDE DELIVERY CHARGES, PLEASE PREPAY AND ADD TO INVOICE.
3. INVOICE IN TRIPLICATE TO THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM, ACCOUNTING SERVICES, 10910 ROUTE 108, ELLICOTT CITY, MARYLAND 21042-6198.
4. DELIVERY HOURS SHALL BE BETWEEN 8:30 A.M. TO 3:30 P.M. EXCEPT SATURDAY, SUNDAY AND HOLIDAYS.
5. THIS ORDER MAY BE CANCELLED WITHOUT PENALTY TO THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM IF DELIVERY IS NOT MADE WITHIN 60 DAYS.
6. ASSIGNMENTS AND SUBCONTRACTS THE CONTRACTOR MAY NOT ASSIGN OR TRANSFER THIS CONTRACT, ANY INTEREST HEREIN OR ANY CLAIM HEREUNDER. EXCEPT AS EXPRESSLY AUTHORIZED IN WRITING BY HCPSS.
7. DOCUMENTS, MATERIALS AND DATA: ALL DOCUMENTS, MATERIALS OR DATA DEVELOPED AS A RESULT OF THIS CONTRACT SHALL BE HCPSS'S PROPERTY. HCPSS HAS THE RIGHT TO USE AND REPRODUCE ANY DOCUMENTS, MATERIALS, AND DATA.
8. INDEMNIFICATION THE CONTRACTOR SHALL INDEMNIFY, SAVE HARMLESS, AND DEFEND THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM AND ALL OF ITS REPRESENTATIVES FROM ANY AND ALL SUITS, ACTIONS, DAMAGES, AND CLAIMS OF ANY CHARACTER BROUGHT ON ACCOUNT OF ANY INJURY OR DAMAGES SUSTAINED BY ANY PERSON OR PROPERTY IN CONSEQUENCE OF ANY PRODUCT, MATERIAL, EQUIPMENT, AND/OR WORK PERFORMED UNDER THIS CONTRACT, EITHER BY THE CONTRACTOR AND/OR SUBCONTRACTOR, THEIR AGENTS, EMPLOYEES OR REPRESENTATIVES.
9. INDEPENDENT CONTRACTOR: THE CONTRACTOR IS AN INDEPENDENT CONTRACTOR. THE CONTRACTOR AND THE CONTRACTOR'S EMPLOYEES OR AGENTS ARE NOT AGENTS OF HCPSS.
10. NONDISCRIMINATION IN EMPLOYMENT: ARTICLE 49B OF THE ANNOTATED CODE OF MARYLAND PROHIBITS EMPLOYMENT DISCRIMINATION ON THE BASIS OF AGE, SEX, COLOR, MARITAL STATUS, PHYSICAL OR MENTAL HANDICAP, NATIONAL ORIGIN, RACE, OR RELIGION.
11. ORDER OF PREFERENCE: IN THE EVENT OF AN INCONSISTENCY AMONG PROVISIONS OF THIS INVITATION FOR BID, THE INCONSISTENCY SHALL BE RESOLVED BY GIVING PREFERENCE IN THE FOLLOWING ORDER:
 - GENERAL PROVISIONS
 - TERMS AND CONDITIONS
 - THE SPECIFICATIONS
 - DRAWINGS OR OTHER ADDENDA
12. COMPLIANCE: THIS SOLICITATION IS ISSUED IN COMPLIANCE WITH SECTION 5-112 OF THE ANNOTATED CODE OF MARYLAND.
13. COMMERCIAL WARRANTY: THE CONTRACTOR AGREES THAT THE SUPPLIES OR SERVICES FURNISHED UNDER THE CONTRACT SHALL BE COVERED BY THE MOST FAVORABLE COMMERCIAL WARRANTIES THE CONTRACTOR GIVES TO ANY CUSTOMER FOR SUCH SUPPLIES OR SERVICES AND THAT THE RIGHT AND REMEDIES PROVIDED HEREIN ARE IN ADDITION TO AND DO NOT LIMIT ANY RIGHTS AFFORDED TO THE BOARD OF EDUCATION BY ANY OTHER CLAUSES OF THE CONTRACT.

ATTACHMENT A

INSURANCE REQUIREMENTS

1 - General Insurance Requirements:

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 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 County Maryland 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 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.

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 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:

	Highly Dissatisfied	Highly Satisfied
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
2. 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
4. 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
5. 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
6. 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
7. 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

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

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: kristal_burgess@hcpss.org or fax (410) 313-6789

Thank you for your prompt assistance.

KEY PERSONNEL FORM

STAFFING PLAN – Project Manager

Bidder: _____

Phone #: _____

Project Mgr: _____
(Name)

Fax #: _____

Cell#: _____

Email: _____

TECHNICAL TRAINING/EDUCATIONAL BACKGROUND:

Association/Institution

Licenses/Certifications

Date Earned

<u>Association/Institution</u>	<u>Licenses/Certifications</u>	<u>Date Earned</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Number of years with previous firm: _____

Number of years as a full-time employee

Name of previous firm: _____

with present firm: _____

Positions held for the
past three years: _____

Positions held for the
past three years: _____

List similar projects worked on and particular role this individual had during each project:

- Customer Name: _____
- Contact Name and Title: _____
- Address: _____ Phone #: _____
- Position held: _____ Email: _____
- Specific work performed: _____
- Brief description of project _____

- Customer Name: _____
- Contact Name and Title: _____
- Address: _____ Phone #: _____
- Position held: _____ Email: _____
- Specific work performed: _____
- Brief description of project _____

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 Project Managers ability to perform work such as is specified in the bid documents.

KEY PERSONNEL FORM

STAFFING PLAN – Painter

Bidder: _____

Phone #: _____

Installer: _____
(Name)

Fax #: _____

Cell#: _____

Email: _____

TECHNICAL TRAINING/EDUCATIONAL BACKGROUND:

Association/Institution

Licenses/Certifications

Date Earned

<u>Association/Institution</u>	<u>Licenses/Certifications</u>	<u>Date Earned</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Number of years with previous firm: _____

Number of years as a full-time employee

Name of previous firm: _____

with present firm: _____

Positions held for the
past three years: _____

Positions held for the
past three years: _____

List similar projects worked on and particular role this individual had during each project:

- Customer Name: _____
 - Contact Name and Title: _____
 - Address: _____ Phone #: _____
 - Position held: _____ Email: _____
 - Specific work performed: _____
 - Brief description of project _____
- _____

- Customer Name: _____
 - Contact Name and Title: _____
 - Address: _____ Phone #: _____
 - Position held: _____ Email: _____
 - Specific work performed: _____
 - Brief description of project _____
- _____

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 Installer's ability to perform work such as is specified in the bid documents.

Note: This form shall be completed for three (3) Painters.

PROFILE OF COMPANY FORM

Comprehensive Description of Organization

Complete for local office which will be performing The Howard County Public School System work.

Company Name: _____ Phone #: _____

Company Address: _____ Fax #: _____

_____ E-mail: _____

(Print) Name of Contact: _____ Web Page: _____

Date of Incorporation: _____ State of Incorporation: _____

State of Maryland Contractors License Number: _____

Number of Years in business under present name: _____

Other or former names under which your organization has operated: _____

Percent (%) of Work Performing:	_____	Services (interior painting)	_____ %
	_____	Services (exterior painting)	_____ %
	_____	other service	_____ %

Name of Principal(s) and Title(s):

History of Firm: _____

Total Number of Employees: _____ Number of Office Personnel: _____

Number of Field Employees: _____ Number of Other: _____

Bonding capacity: _____

Has your firm, in the last five years, ever had a contract terminated for any reason? Yes No

If Yes, Explain: _____

Total Company Annual Dollar Volume for all Painting work:

2019 \$ _____ 2020 \$ _____ 2021 \$ _____

CHECK LIST

TECHNICAL OFFERS

The following forms must be included within the Technical Offer.

- | yes | no | |
|--------------------------|--------------------------|--|
| | <input type="checkbox"/> | Transmittal Letter |
| | <input type="checkbox"/> | Experience/Reference Form (4 projects) |
| | <input type="checkbox"/> | Key Personnel Form (One (1) Project Manager, Three (3) Painters) |
| <input type="checkbox"/> | <input type="checkbox"/> | Profile of Company Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Contractors License |
| <input type="checkbox"/> | <input type="checkbox"/> | Specimen Copy of Certificate of Insurance |
| <input type="checkbox"/> | <input type="checkbox"/> | MOSH/OSHA/MDE/EPA Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Letter from Bonding Company |
| <input type="checkbox"/> | <input type="checkbox"/> | EPA Certification |
| <input type="checkbox"/> | <input type="checkbox"/> | EPA Renovator Certification |

eMaryland MARKETPLACE ADVANTAGE (eMMA)REGISTRATION

Contractors are required to register on eMaryland Marketplace Advantage at https://emma.maryland.gov/page.aspx/en/sup/registration_extranet_manage within five days following notice of award. Maryland law requires local and state agencies to post award notices on eMaryland Marketplace Advantage This cannot be done without the contractor's self-registration in the system. Registration is free. Failure to comply with this requirement may be considered grounds for default. It is recommended that any interested bidder register with eMaryland Marketplace Advantage regardless of the award outcome for this procurement as it is a valuable resource for bid notification for municipalities throughout Maryland.