



Office of Purchasing
10910 Clarksville Pike
Ellicott City, Maryland 21042-6198
(410) 313-6644, fax (410) 313-6789

INVITATION TO BID

**ELECTRICAL AND LIGHTING SUPPLIES
BID #059.23.B7**

To All Interested Bidders:

Re: NOTICE TO BIDDERS
Bid #059.23.B7, Electrical and Lighting Supplies

The Howard County Board of Education invites your participation in a bid for Electrical and Lighting Supplies. The work includes, but is not limited to, selecting experienced contractor(s) to provide electrical and lighting supplies to facilities within the Howard County Public School System. The awarded Bidder(s) shall provide (furnish and install) all supervision, tools, materials, parts, equipment, and labor necessary to complete each project.

Bid documents may be obtained on **Tuesday, January 31, 2023**, at the Howard County Department of Education, Purchasing Office website <https://purchasing.hcpss.org/business-opportunities>.

The Purchasing Office's contact for this project is Mr. Stuart Feldman, stuart_feldman@hcpss.org, (410) 313-1568.

Bids shall be submitted electronically via email in their entirety (all pages) in PDF format no later than Thursday, March 2, 2023 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, 044.23.B7 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.

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

All questions shall be directed, in writing, no later than 12:00 P.M., Monday, February 13, 2023, to Mr. Stuart Feldman, Procurement Specialist, stuart_feldman@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.

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.

Please return the attached NO BID REPLY FORM if your firm does not bid this project. This form may be faxed to (410) 313-6789.

Stuart Feldman
Procurement Specialist



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

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

NO BID REPLY FORM

Sealed Bid for: **ELECTRICAL AND LIGHTING SUPPLIES**

Bid Number: **Bid #059.23.B7**

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: _____

January 31, 2023
Issue Date

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

SEALED BID FOR:	Electrical and Lighting Supplies
BID NUMBER:	059.23.B7
PRE-BID DATE:	N/A
PRE-BID TIME:	N/A
PRE-BID LOCATION:	N/A
LAST DATE & TIME FOR QUESTIONS:	February 13, 2023 , at 12:00 PM in writing Submit To: Stuart Feldman at stuart_feldman@hcpss.org
BID DUE DATE:	Thursday, March 2, 2023
BID DUE TIME:	10:00 AM
PROCUREMENT SPECIALIST:	Stuart Feldman, phone: 410-313-1568, fax: 410-313-6789 Email: stuart_feldman@hcpss.org

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

ELECTRICAL SUPPLIES
BID #059.23.B7

I. INSTRUCTION TO BIDDERS

A. BID PREPARATION

1. One (1) complete set of Invitation for Bid, consisting of: (1) Instructions to Bidders (2) Terms and Conditions; (3) the Specifications; (4) any plans or drawings made part of the Invitation for Bid; (5) any addenda, shall be provided to each prospective bidder. The original Bid Price Sheet/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 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. To determine timeliness, the time "received" by HCPSS will be verified by the time stamp on HCPSS's email server. Bids arriving after the due date and time will not be accepted. Bidders will be notified by email.
2. The remaining documents consisting of all pages of the Invitation for Bid, the Instruction to Bidders, Terms and Conditions, any plans, drawings, or extraneous matter, are to be retained by the bidder and will form part of the contract resulting from the Invitation for Bid.
3. It is the Bidder's responsibility to examine and understand all parts of the Invitation for Bid including all parts of the bidding documents, any addenda, drawings, or reference matter.
4. Any clarification or explanation desired by the Bidder, regarding the meaning or interpretation of the Invitation for Bid, or any part thereof, must be made in writing to the Purchasing Office of The Howard County Public School System, 10910 Clarksville Pike, Ellicott City, Maryland 21042, allowing sufficient time for a reply to reach all prospective bidders for the time and date scheduled for the return of the bid.

B. OBJECTIVES

1. The objective of this bid is for The Board of Education of Howard County Schools (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 a qualified contractor(s) to provide electrical and lighting supplies for the Howard County Public School Systems, Building Services department in accordance with these bid documents.
2. All work performed under this contract shall be in accordance with the 100% bid documents, procurement specifications, any applicable drawings and addenda issued and shall minimally follow current OSHA regulations.

C. CONTRACT DOCUMENTS

1. Contract Documents consist of the Bid Documents, the Procurement Specifications, and any applicable drawings and addenda issued.
2. 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. ISSUING OFFICE

a) The Issuing Office is:

The Howard County Public School System
Purchasing Office
10910 Clarksville Pike
Ellicott City, Maryland 21042
Attn: Stuart Feldman
(410) 313-1568
stuart_feldman@hcpss.org
<https://purchasing.hcpss.org/business-opportunities>

b) The Issuing Office shall be the sole point of contact with HCPSS for purposes of preparation and submittal of the Technical Offer and Bid Price.

E. QUESTIONS AND INQUIRIES

1. For purposes of preparation and submittal of bid, contact, Mr. Stuart Feldman, 410-313-1568, stuart_feldman@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.

F. DUE DATE AND TIME

1. **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. 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, 059.23.B7 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. **Bids arriving after the due date and time will not be accepted. Bidders will be notified by email.**

G. BASIS FOR AWARDING BIDS

1. The basis of award will be to the Bidder(s) with the lowest responsive and responsible price submitted in accordance with these bid documents including an evaluation of the technical portion of the bid documents.
2. It is the school system's intent to award one (1) 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. In the event of tie bids where all factors are equal, award shall be made to the Howard County bidder, the out of county bidder but incorporated in Maryland, and the bidder not incorporated in the state of Maryland, in that order of preference. If bidders within one of these geographical designations are equal as to all factors of consideration, the award shall be made by the toss of a coin.

5. The Board of Education of Howard County reserves the right to reject any or all bids, in whole or in part, to make partial awards, to waive any irregularity, to increase or decrease quantities where quantities are shown and may reject any bid which indicates any omission, contains alteration of form or additions, or imposes conditions or offers alternate items and may make any award which is deemed in the best interest of The Howard County Public School System.
- H. **BID BOND**
 1. A Bid Bond is not required for this bid.
- I. **ESTIMATED QUANTITIES**
 1. Quantities indicated are estimated and are not to be construed as actual quantities to be ordered. The Howard County Department of Education reserves the right to increase or decrease quantities as it may deem necessary relative to need and/or the availability of appropriated funds.
- J. **SITE INVESTIGATION**
 1. By submitting a bid, the Contractor acknowledges that they have investigated and satisfied themselves as to the conditions affecting the work, including, but not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, and electric power. Any failure by the contractor to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the cost of successfully performing the work. HCPSS shall not be responsible for any conclusions or interpretations made by the contractor of the information made available by HCPSS.
- K. **RIGHT TO REJECT BIDS AND WAIVE INFORMALITIES**
 1. The Howard County Public School System reserves the right to waive any technicality or minor irregularity in a bid in the interest of the Board.
- L. **BIDS FIRM FOR 120 DAYS**
 1. Bid prices shall remain firm for one hundred twenty (120) calendar days from the date of opening.
- M. **LICENSES AND QUALIFICATIONS**
 1. Bidders may be required to furnish satisfactory evidence that they are qualified dealers or manufacturers of the items listed, or regularly engaged in performing the services on which they are bidding, and in both cases maintain a regularly established place of business. An authorized representative of The Howard County Public School System may visit any prospective contractor's place of business to determine his ability, capacity, reliability, financial stability, and other factors necessary to perform the contract.
 2. Bidders must be authorized distributors for items listed in this bid. The Howard County Public School System reserves the right, before awarding the contract, to require Bidders to submit evidence of qualification as it may deem necessary, in order to determine the Bidder's qualifications and abilities.
 3. Bidder shall have a minimum of 5 years of experience as a electrical and lighting distributor under the same company name and maintain an office within a 50-mile radius of the HCPSS.
- N. **CLARIFICATIONS AND ADDENDA**
 1. Should a Bidder find discrepancies in the bid documents, or should they be in doubt as to the meaning or intent of any part thereof, they must, not later than seven (7) days (Saturdays, Sundays and Holidays excluded) prior to the bid due date, request clarification in writing from the issuing office, who will issue a written Addendum to the contract. Failure to request such clarification is a waiver to any claim by the bidder for expense made necessary by reason of later interpretation

- of the bid documents by the HCPSS. Requests shall include the bid number and name.
2. Oral explanations or instructions will not be binding; only written addenda will be binding. Any addenda resulting from these requests will be 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.
 3. HCPSS reserves the right to change the contents of this solicitation. Changes will be made in the form of written addenda and posted to the HCPSS Purchasing web site at www.hcpss.org/about-us/purchasing/current-bids/.
 4. It is the Bidder's sole responsibility to monitor the Purchasing web site prior to submitting their bid and acknowledge receipt of all addenda on the proper bid form. Failure to do so may result in non-receipt of important information and may not relieve such bidder from any obligation under his/her bid submittal.
- O. CANCELLATION OF THE BID
1. HCPSS may cancel this Bid, in whole or in part, at any time before the opening of the Bids.
- P. BID ACCEPTANCE
1. The Howard County Public School System reserves the right to accept or reject any and all bids, in whole or in part, received as a result of this bid or to waive minor irregularities, in any manner necessary, to serve the interest of The Board of Education. HCPSS further reserves the right to award in full, make multiple awards, partial awards, or to make no award at all.
- Q. 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 bid shall be withdrawn after the scheduled closing time for opening bids.
- R. MULTIPLE/ALTERNATIVE BIDS
1. Bidders may not submit more than one (1) bid nor may bidders submit an alternate to this bid.
- S. 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.
- T. 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.

U. 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.
2. After bid opening and bid review, but prior to bid award, if a bidder's entire bid is declared to be non-responsive and/or non-responsible, the bidder will be notified as to the reason(s) for rejection.
3. Protests shall be filed in writing to the purchasing office within two days after notification.
4. Protests shall include the basis for the protest or appeal, complete in all respects, with relief sought, and whether the protester wishes to have a hearing with respect to the protest or appeal.

Protests shall be submitted electronically via email in PDF format to Attn: Stuart Feldman, stuart.feldman@hcpss.org labeled "Protest" and "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).

V. ETHICS RESERVATIONS

1. The Board of Education of Howard County has adopted an Ethics Regulation policy. Required by the Annotated Code of Maryland, these ethics regulations cover members of the Board of Education, the Superintendent, and all employees; and it specifies limits of participation of these individuals with entities doing business with The Howard County Public School System. For a copy of the regulations, please contact the purchasing Office, Howard County Department of Education (410) 313-6644.

II. TECHNICAL EVALUATION AND FORMS

A. SIGNING OF FORMS

1. The Bid Affidavit & Bid Price Sheet, 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. TECHNICAL OFFER CRITERIA

1. The following information (**items 3 through 6**) must be furnished in the technical offer portion of the 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 information 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 bid. Substitute forms and/or data may not be considered.

3. **BID PROPOSAL AFFIDAVIT:** The Bid/Proposal Affidavit enclosed in this document must be executed by each responding bidder and submitted with their bid.
 4. **PROFILE OF COMPANY FORM:** Complete the enclosed Profile of Company Form included with this bid package. Please be sure to include a brief, but informative history of your firm including its bonding capacity. It is required that your firm have a least five (5) years of providing electrical and lighting supplies experience under the same company name and 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.
 5. Copy of Contractor's Business License
 6. Specimen copy of Certificate of Insurance
- C. **EVALUATION PROCEDURE**
1. Each Technical portion of the bid will be evaluated by a HCPSS evaluation committee along with the bid prices. Those bidders not demonstrating prior experience with providing electrical and lighting supplies along with the bid price will not be considered for award.
 2. The basis of award will be to the Bidder(s) with the lowest responsive and responsible price submitted in accordance with these bid documents including an evaluation of the technical portion of the bid documents.

III. **IMPLEMENTATION OF ON CALL CONTRACTING**

- A. It is the HCPSS intent to award to a minimum of one (1) or more contractor(s).
- a) 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 who's not-to-exceed price and/or time frame best serves the school system's interest.
 2. 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.
 3. 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.

IV. **RATES AND MARKUPS**

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.

V. **TERMS AND CONDITIONS**

A. **CONTRACT**

1. If this bid is accepted and awarded, it shall become the contract document that governs the administration of the contract. All portions of this bid, including the bid documents, the procurement specification, drawings, any addenda, amendments, modifications, or any other extraneous matter incorporated shall be applicable as a result of this invitation to bid.

B. CONTRACT PERIOD

1. Any resulting contract(s) shall commence upon award. The Contract(s) is to be for one (1) year with the option to renew for five (5) additional one-year periods at the sole option of the school system pending successful performance and availability of funding.

C. 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.

D. 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.

E. PRICE ADJUSTMENTS

1. The Howard County Public School System will only consider adjustments prices based upon federal minimum 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.
5. Any delays to product delivery must be communicated to the Contract Manager immediately.

F. 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.

G. 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) Total due

H. DELIVERY

1. All orders shall be delivered FOB destination to the Howard County Public School System, Building Services Department, 9020 Mendenhall Court, Columbia, MD 21044, (410) 313-7084, between 9:00 A.M. and 2:00 P.M, Monday through Friday, except holidays. The Delivery Supervisor, Tom Noyes, 410-313-7084 shall be contacted 24 hours prior to delivery.
2. School based orders shall be delivered to the school location between 9:00 a.m. and 2:00 p.m., Monday through Friday, except holidays (see school list). The school contact person shall be contacted 24 hours prior to delivery.
3. Prices shall include freight, delivery, fuel surcharge, set up and disposal fees to the Howard County Public School System.
4. **All orders must be delivered in full within five (5) business days from receipt of order unless stated otherwise on the purchase order.** Orders not completed within the specified time period will be subject to cancellation at the sole option of the Howard County Public School System.
5. The Howard County Public School System reserves the right to order awarded items as needed throughout the contract year at no additional charge to the school, system.
6. It is the responsibility of the awarded Contractor's delivery personnel to unload all deliveries inside each location without assistance from school personnel. The Howard County Public School System will not sign for, or assume responsibility of deliveries until they have been properly unloaded by the Contractor's delivery personnel at the school/office location.
7. If there are extenuating circumstances out of the control of the awarded bidder that would extend the delivery past the agreed upon time, the awarded bidder shall notify HCPSS immediately of the circumstances and advise when the delivery will be made.

I. FUNDING

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

J. 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.

K. 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.

L. INSURANCE

1. See ATTACHMENT A, INSURANCE REQUIREMENTS

M. SAFETY DATA SHEETS

1. Pursuant to Occupational Safety and Health Act (OSHA) 29CFR1910, where applicable, SDS for the products supplied or used as a result of this contract must be attached to each shipment of product as well as mailed to:

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

2. SDS must show the contract number under which the products were supplied or used and certify that no asbestos containing products have been installed.
3. The contractor must supply Safety Data Sheets (SDS) to the HCPSS Contract Manager, for all chemicals, finishes, paint, etc. as appropriate, prior to use on projects.

N. 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.

O. SUBCONTRACTORS

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

P. TOBACCO/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.

Q. 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 are 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.

R. 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 workforces 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.

S. 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.

T. MINORITY BUSINESS ENTERPRISE PARTICIPATION

1. Certified Minority Business Enterprises are encouraged to respond to this solicitation notice. Minority Business Enterprise participation shall be as defined by the procedures established for State of Maryland funded public school construction projects.
2. The contractor or supplier who provides materials, supplies, equipment, and/or services shall attempt to achieve the established goals determined for each project from certified minority business enterprises. The bidder or offeror agrees to make a good faith effort to achieve the established goals when applicable.
3. The Howard County Public School system may request Minority Business Enterprise (MBE) participation on future projects that may be funded by State of Maryland and/or Federal 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.

U. WARRANTY

1. All products shall minimally carry a standard factory warranty against defects in parts and workmanship for the period stated in the manufacturer's specifications and/or for a minimum of one year.

V. CONTRACTOR PERFORMANCE/EVALUATION SCORECARD

1. Upon completion of a project/service or at any time during the project/service, the awarded contractor shall receive a performance evaluation scorecard rating the contractor's performance on the project/service. The evaluation scorecard will become part of the contractor's permanent file. A sample Contractor Performance/Evaluation Scorecard is included with the bid documents.
2. The evaluation scorecard shall include the following performance indicators, Quality of Work, Responsiveness, Professionalism, Resources, Schedule Management, Quality Control, Deficiency Resolution, Submittal Management, Training, Appearance, Security, Safety, Utility Conservation, Disruptions, Quality of Materials, Emergency Response, Hazardous Materials, Innovation, Teamwork, Cost Management, Billing, Compliance.
3. A contractor shall have up to 3 weeks after notification to appeal, challenge or otherwise dispute the scorecard results. After the 3-week period, the scorecard shall be considered final and accepted by the contractor.
4. A contractor receiving a 70% or less overall evaluation scorecard rating for a project/service may be disqualified for bidding on any future project/service with the HCPSS for a period of three (3) years and/or for the remaining contract term including renewal options.

VI. GENERAL SPECIFICATIONS

A. BID PRICE SHEET INSTRUCTIONS

1. The HCPSS is requesting the ability to access the bidder's website for all products and manufacturers offered by the bidder via the bidder's website/catalog or electronic copy for all electrical supplies offered.
2. The bid asks for a discount "Off" the List price. It is up to the bidder to decide which manufacturers and products will be offered to the school system that apply to the discount(s) offered by the bidder.
3. The HCPSS is requesting a percentage discount off the list price to apply to the bidders most recently published standard website/catalog available to all, to cover all supplies offered by the bidder. The bidder may provide a single discount, a discount range, or "No" Discount. The discount offered shall be reflected on the bidders list price. (See Examples 1, 2, 3 below).

EXAMPLE #1: (of a "Single Discount" off list pricing)

The Howard County Public School System may take **50%** from the list price.

A single discount will apply to all manufacturers and products offered by the bidder. The list price shall reflect a single discount offered for all manufacturers and products.

EXAMPLE #2: (of a "Discount Range" off list pricing)

The Howard County Public School System may take **10% to 50%** from the list price.

A discount range is intended to cover multiple manufacturers and products offered by the bidder. The list price shall reflect multiple discounts and products.

EXAMPLE #3: (of "No Discount" off list pricing)

The Howard County Public School System may take **0%** from the list price.

No Discount offered by the bidder is intended to cover multiple manufactures and products offered by the bidders. The list price shall reflect the final price to the HCPSS.

4. Bidders shall include an explanation when offering a range of discounts so the HCPSS can clearly determine how the discount range applies to the manufacturers and products offered. Failure to provide an explanation on how a discount range applies to the manufacturers and products offered may result in the rejection of the bid.
5. The percentage discount "Off" list pricing provided by the bidder shall be for any quantity. No minimum quantity orders and/or shipments shall be guaranteed.
6. All bids shall be submitted on the Bid Price Sheet provided in these bid documents. All blank spaces shall be filled in, in ink, and properly signed. Failure to complete all sections of the Bid Price Sheet may result in the rejection of the bid.

B. CATALOG/WEBSITE/USB FLASH DRIVE

1. Bidders shall provide information on the Bid Price Sheet (page 1) regarding the most recently published product catalog/price list (if applicable) and/or the name of the company website where product information and list pricing can be accessed.
2. The Bidders company website information shall be provided if the most recently published product catalog/price list is unavailable.
3. Bidders shall provide catalog(s)/USB flash drive **upon request** if applicable.

VII. PREFERRED SPECIFICATIONS

A. PRODUCT CATEGORIES

1. Products to include but not be limited to the following categories:

- a. Conduit, Duct, and Raceway: EMT, Rigid, PVC, Cable Tray, Duct, Wireway
- b. Boxes & Enclosures: Panels, Floor Boxes, Industrial, Commercial
- c. Lamps, Bulbs, and Ballasts: LED, Fluorescent, Halogen, HID, LED Drivers
- d. Lighting & Lighting Controls: Fixtures, Dimmers, Sensors, Timers, Exit Signs
- e. Connectors, Crimps, & Termination: Lugs, Terminal Blocks, Grounding
- f. Fasteners: Cable Ties, Electrical Tape
- g. Data, Video, & Audio: Patch Panels, Cat 5-6, Network Devices
- h. Fittings: Cord Grips, Liquidtight, Flex/MC/AC, Condulets
- i. Motors: Electric Motors, Capacitors
- j. Power Distribution: Breakers, Transformers, Fuses, Safety Switches
- k. Wiring Devices: Switches, Receptacles, GFCI, Wallplates, Extension Cords
- l. Wire, Cable, & Cord: Armored, Bare, Low Voltage
- m. Tools, Testing, & Meters: Safety, PPE, Batteries, Power, Thermography

Note: Bidder(s) may provide discounts for additional manufacturers or categories they provide. Bidder(s) do not have to provide products for all categories listed above.

B. PREFERRED MANUFACTURERS

1. Manufacturers to include, but not be limited to, the following:

Bussmann, Littelfuse, Wiremold, Thomas & Betts, Panduit, Square D, Eaton, Cooper, Siemens, Philips, Advance, MaxLite, Watt Stopper, Southwire, Lithonia, Lutron, Hubbell, Baldor, Marathon, Allen-Bradley, Klein, 3M, Fluke.

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 Procurement Specialist. 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 Procurement Specialist 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.

D. PRODUCT REBATES

1. Bidder(s) must be eligible to process energy rebates for lighting.
- a. Point of sale (POS), instant.
 - b. Prescriptive, based upon set parameters.
 - c. Custom, coordination with utility company.

E. PRODUCT ADJUSTMENTS

1. Information on product upgrades/updates and/or discontinued product shall be forwarded via email or mail to the Building Services Department, 9020 Mendenhall Court, Columbia, MD 21045.

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.

2.1.5 - Aircraft liability including coverage for any owned, hired or non-owned aircraft utilized in the project (e.g. installation of HVAC unit on school roof) with a minimum limit of \$ NA per occurrence applicable to aircraft while in flight or in motion. A higher limit may be required by the Board of Education of Howard County Maryland upon exposure review.

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

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

- i. Agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment for the contract. Such certificates shall evidence a retroactive date, no later than the beginning of the Contractors' or Subcontractors' Work under this contract, or
- ii. Purchase an extended (minimum two years) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

CONTRACTOR PERFORMANCE/EVALUATION SCORECARD

Upon completion of a project or at any time during the project, 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.

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 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.

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. There are no right or wrong answers; just tell us how you feel.

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. The contractor shall be notified of their performance status after each project.

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

CONTRACTOR PERFORMANCE/EVALUATION SCORECARD

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

CONTRACTOR PERFORMANCE/EVALUATION SCORECARD

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

SAMPLE

Please return the completed survey by email to: stuart_feldman@hcpss.org or fax (410) 313-6789

Thank you for your prompt assistance.

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

**ELECTRICAL AND LIGHTING SUPPLIES
BID #059.23.B7**

BID PRICE SHEET

Date: _____

Bidder: _____

Mr. Stuart Feldman
Howard County Public School System, Purchasing
10910 Clarksville Pike
Ellicott City, MD 21042

The undersigned hereby submits a bid price to provide supplies and materials as set forth in Bid #059.23.B7. The entire bid document including the General Provisions, Terms and Conditions, Specifications, any addenda and the Bid Price Sheet will be part of any resulting contract.

I. PRICE

The Howard County Public School System may take _____ % from List Price.

The discount that a bidder states in the Bid Price Sheet may be utilized for items represented in their catalog, website or electronic copy, whichever is lowest.

Discount applied to, (Catalog Name, Date): _____

Discount applied to, (Website Address): _____

Check ☐ Box below if applicable:

☐ I/we have submitted an electronic copy on USB Flash Drive containing the discount(s) offered above that includes the pricing for all manufactured products offered by the bidder.

☐ I/we have submitted additional information regarding discounts, pricing, manufacturers, etc. along with the Bid Price Sheet. The information consists of _____ additional pages.
(number of pages)

Prices are to include all freight, delivery, fuel surcharges and administrative charges of any type.

II. COMPANY INFORMATION

Name of company

years in business

Street Address

City

State

Zip

Telephone#

Fax #

Web Page

III. CONTACT FOR INSIDE CONTRACT ADMINISTRATION

In the event your firm receives a contract as a result of this Invitation for Bid, please designate an inside person whom we may contact during the period of the contract for prompt contract administration showing:

Name _____

Title _____

Address _____

Phone _____

Fax _____

e-mail _____

Cell _____

IV. RECEIPT OF ADDENDA

Addendum: ____ Dated: _____

Received: ☐

Addendum: ____ Dated: _____

Received: ☐

Addendum: ____ Dated: _____

Received: ☐

REFERENCES

Bidders are hereby required to list three references for whom similar work has previously been performed within the last twelve (12) months.

Name: _____

Address of Site: _____

Nature of Job: _____

Person to contact: _____

Telephone: _____

Name: _____

Address of Site: _____

Nature of Job: _____

Person to contact: _____

Telephone: _____

Name: _____

Address of Site: _____

Nature of Job: _____

Person to contact: _____

Telephone: _____

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

BID SIGNATURE SHEET

A. Bidder's Certification

1. I/we hereby propose to furnish and deliver supplies, equipment, or services, in accordance with specifications and stipulations contained herein, and at the prices quoted. I/we certify that this bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same supplies, materials, or equipment and is in all respects fair and without collusion or fraud.
2. I/we certify that this bid is made without having contacted any employee within The Howard County Public School System unless such contacts were previously authorized by the Purchasing Officer.
3. I/we certify that this bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived and agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the bid prices of the affidavit or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any bidder, or to secure any advantage against the Board of Education of Howard County or any other person interested in the proposed contract; and that all statements in said proposal or bid are true.
4. I/we affirm that this firm will not knowingly employ an individual to work at a school if the individual is a Registered Sexual Offender, pursuant to section 11-722 (C) of the Criminal Procedure Article of the Annotate Code of Maryland. A firm or person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 5 years or a fine not exceeding \$5,000 or both.
5. I hereby certify that I am authorized to sign for the bidder.

B. Vendor/Contractor Disqualification - Bribery

A person convicted for bribery, attempted bribery, or conspiracy to bribe shall be disqualified from entering into a contract with any county or other subdivision of the state. Every business entity upon submitting a bid or otherwise applying for a contract shall submit an affidavit stating whether it, its officers, directors, or partners, or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government.

Submitted by:

(company name)

(street address)

(city, state and zip)

(telephone number)

(person authorized to sign bids)

(title of authorized representative)

(signature of authorized representative)

(date)

BID/PROPOSAL AFFIDAVIT
ELECTRICAL AND LIGHTING SUPPLIES
BID #059.23.B7

Date: _____

Bidder: _____

ADDENDA

Receipt of the following Addenda is acknowledged:

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

AFFIDAVIT

Special Instructions: An authorized representative of the bidder shall complete the following affidavit in accordance with these bid documents and insert an answer to paragraphs 1 and 3.

Statutory Affidavit and Non-Collusion Certification

I, _____, being duly sworn, depose and state:

1. I am the _____ (officer) and duly authorized representative of the organization named _____ whose address is _____ and that I possess the authority to make this affidavit and certification on behalf of myself and the firm for which I am acting.
2. Except as described in Paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, or any of its employees who are directly involved in obtaining or performing contracts with any public bodies has:
 - (a.) Been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state of the federal government;
 - (b.) Been convicted under the laws of the state, another state, or the United States of: a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or fraud, embezzlement, theft, forgery, falsification, or destruction of records, or receiving stolen property;
 - (c.) Been convicted of a criminal violation of an antitrust statute of the State of Maryland, another state, or the United States;
 - (d.) Been convicted of a violation of the Racketeer Influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract;
 - (e.) Been convicted of any felony offenses connected with obtaining, holding, or maintaining a minority business enterprise certification, as prohibited by Section 14-308 of the State Finance and Procurement Article;
 - (f.) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described in Paragraph (a) through (e) above; or
 - (g.) Been found civilly liable under an antitrust statute of this State, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.
3. The only conviction, plea, or admission by any officer, director, partner, or employee of this firm to involvement in any of the conduct described in Paragraph 2 above is as follows:

If none, write "None" below. If involvement, list the date, count, or charge, official or administrative body, the individuals, their position with the firm, and the sentence or disposition of the charge.

(you may attach an explanation as necessary)

4. I affirm that this firm will not knowingly enter into a contract with a public body under which a person or business debarred or suspended under Maryland State Finance and Procurement Title 16, subtitle 3, Annotated Code of Maryland, as amended, will provide, directly or indirectly, supplies, services, architectural services, construction-related services, leases of real property, or construction.
5. I affirm that this proposal or bid to the Board of Education of Howard County Maryland is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived and agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the bid prices of the affidavit or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that if any bidder, or to secure an advantage against the Board of Education of Howard County Maryland or any other person interested in the proposed contract; and that all statements in the proposal or bid are true. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Board of Education of Howard County Maryland may terminate any contract awarded and take any other appropriate action.
6. I affirm that this firm will not knowingly employ an individual to work at a school if the individual is a Registered Sexual Offender, pursuant to section 11-722 (C) of the Criminal Procedure Article of the Annotate Code of Maryland. A firm or person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 5 years or a fine not exceeding \$5,000 or both.

The statements contained in this affidavit shall be incorporated into the awarded contract as material provisions and shall be effective throughout the life of the contract. The firm has a continuing obligation through the life of the contract to submit a revised affidavit should the firm discover information, or events occur, which render the contents of this affidavit erroneous or incomplete or which would result in the firm providing a different response. The firm's failure to submit a revised affidavit within three (3) working days of either its awareness of any error, change of circumstances, incompleteness, etc., or request by the owner shall constitute breach of contract. Upon submission of a revised affidavit, the owner has the right to take such actions as may be necessary, in the judgement of the owner, to maintain and enforce the provisions of the affidavit, including termination of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM under the penalties of perjury that the contents of these affidavits (Statutory and Non-Collusion) are true and correct, that I am executing this Affidavit in compliance with Section 16-311 of the State Finance and Procurement Article, Annotated Code of Maryland, and the Non-Collusion Certification in compliance with requirements of the Board of Education of Howard County Maryland, and that I am executing and submitting this Proposal of Form on behalf of and as authorized by the bidder named below.

(Signature of Bidder)

(Date)

(Title of Bidder)

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 2020.

NOTARY PUBLIC

Name_____

Seal:

My Commission Expires_____

(Legal Name of Company)

(Address)

(City)

(State)

(Zip)

(Telephone)

(Fax)

(E-mail address)

Contractor's License Number # _____

We are/I am licensed to do business in the State of Maryland as a:

() Corporation

() Partnership

() Individual

() Other

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: _____
_____ 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 (new installation)	_____ %
	_____	Services (upgrades)	_____ %
	_____	Services (maintenance)	_____ %
	_____	other service	_____ %

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

History of Firm: _____

Total Number of Employees: _____	Number of Office Personnel: _____
Number of Field Technicians: _____	Number of Installers: _____

Bonding Capacity: _____

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

If Yes, Explain: _____

Total Company Annual Dollar Volume for all Security System Contractor work:

2022 \$ _____ 2021 \$ _____ 2020 \$ _____

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM
ELECTRICAL AND LIGHTING SUPPLIES
BID # 059.23.B7

BID PRICE SHEET

Bidder: _____

Date: _____

Mr. Stuart Feldman
Purchasing Office
Howard County Public School System
10910 Clarksville Pike
Ellicott City, MD 21042

The undersigned hereby submits a bid price to provide all labor, material, equipment, and supervision to complete the services as set forth in Bid #059.23.B7. The entire bid document including The General Provisions, Terms and Conditions, Specifications, any addenda, drawings, and the bid price will be part of any resulting contract.

I. PRICE

The Howard County Public School System may take _____% from List Price.

The discount that a bidder states in the Bid Price Sheet may be utilized for items represented in their catalog, website, or electronic copy, whichever is lowest.

Discount applied to, (Catalog Name, Date): _____

Discount applied to, (Website Address): _____

Check ☐ Box below if applicable:

☐ I/we have submitted an electronic copy on USB Flash Drive containing the discount(s) offered above that includes the pricing for all manufactured products offered by the bidder.

☐ I/we have submitted additional information regarding discounts, pricing, manufacturers, etc. along with the Bid Price Sheet. The information consists of _____ additional pages.
(number of pages)

Prices are to include all freight, delivery, fuel surcharges and administrative charges of any type.

III. COMPANY INFORMATION

Name of company years in business

Street Address

City State Zip

Telephone# Fax # Web Page

IV. CONTACT FOR INSIDE CONTRACT ADMINISTRATION

In the event your firm receives a contract as a result of this Invitation for Bid, please designate an inside person whom we may contact during the period of the contract for prompt contract administration showing:

Name _____ Title _____

Address _____ Phone _____

Fax _____

e-mail _____ Cell _____

V. RECEIPT OF ADDENDA

Addendum: _____ Dated: _____ Received: ☐

Addendum: _____ Dated: _____ Received: ☐

Addendum: _____ Dated: _____ Received: ☐

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

I. BID SIGNATURE SHEET

A. Bidder's Certification

1. I/we hereby propose to furnish and deliver supplies, equipment, or services, in accordance with specifications and stipulations contained herein, and at the prices quoted. I/we certify that this bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same supplies, materials, or equipment and is in all respects fair and without collusion or fraud.
2. I/we certify that this bid is made without having contacted any employee within The Howard County Public School System unless such contacts were previously authorized by the Purchasing Officer.
3. I/we certify that this bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived and agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the bid prices of the affidavit or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any bidder, or to secure any advantage against the Board of Education of Howard County or any other person interested in the proposed contract; and that all statements in said proposal or bid are true.
4. I/we affirm that this firm will not knowingly employ an individual to work at a school if the individual is a Registered Sexual Offender, pursuant to section 11-722 (C) of the Criminal Procedure Article of the Annotate Code of Maryland. A firm or person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 5 years or a fine not exceeding \$5,000 or both.
5. I hereby certify that I am authorized to sign for the bidder.

B. Vendor/Contractor Disqualification - Bribery

A person convicted for bribery, attempted bribery, or conspiracy to bribe shall be disqualified from entering into a contract with any county or other subdivision of the state. Every business entity upon submitting a bid or otherwise applying for a contract shall submit an affidavit stating whether it, its officers, directors, or partners, or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government.

Submitted by:

(Company Name)

(Person Authorized to Sign Bids)

(Title of Authorized Representative)

(Signature of Authorized Representative)

(Date)

(eMaryland Marketplace Advantage (eMMA) Vendor ID No.

CHECKLIST

TECHNICAL INFORMATION

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

yes	no	
<input type="checkbox"/>	<input type="checkbox"/>	Bid Proposal Affidavit
<input type="checkbox"/>	<input type="checkbox"/>	Experience/Reference Form (3 recent projects)
<input type="checkbox"/>	<input type="checkbox"/>	Profile of Company Form
<input type="checkbox"/>	<input type="checkbox"/>	Copy Contractor's 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"/>	Bid Price Sheet