



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

INVITATION TO BID

Weight Room Equipment and Supplies for The Hammond High School
BID #104.23.B4

To All Interested Bidders:

Re: NOTICE TO BIDDERS
Weight Room Equipment and Supplies for The Hammond High School - BID #104.23.B4

The Howard County Public School System (HCPSS) requests your bid for Weight room equipment and supplies.

The Bid documents may be obtained on **April 27, 2023** at the Howard County Department of Education, Purchasing Office, 10910 Rt. 108, Ellicott City, MD 21042 or online at www.hcpss.org/about-us/purchasing/current-bids/.

All questions shall be directed, **in writing**, no later than **2:00 PM May 12, 2023** to the Purchasing Specialist, Robert Gill, robert_gill@hcpss.org. Howard County Public Schools is under no obligation to respond to any questions that are received after the cutoff date and time. Only answers provided via an addendum issued by 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.**

It is the potential bidder's sole responsibility to regularly visit the HCPSS Purchasing web site 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.

Bids shall be submitted electronically via email clearly marked "Bid", "Weight Room Equipment and Supplies for the Hammond High School "Bid #104.23.B4.

Bid must be in their entirety (all pages), in PDF format no later **May 25, 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 exceeds 75MB, it is recommended that bidders submit separate emails labeled No.1, No.2, etc. Please note that the Bids and Proposal e-mail address above should not be used for any other purpose other than to forward your proposals on the day that the bids are due. This is not to be used for questions or other communication purposes. If you have questions or need to communicate with the Purchasing Specialist, please contact Robert Gill at robert_gill@hcpss.org. **Do not copy the Purchasing Specialist with your proposals. Proposals must only be sent to the Bids and Proposals e-mail address listed above. Mailed, hand delivered, or facsimile bids will not be accepted.**

Late submittals will not be considered. It is the responsibility of each bidder to ensure that its submittal is delivered to the proper place prior to the scheduled closing date and time.

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

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

Please return the attached **NO BID REPLY FORM** if your firm does not bid this project. This form may be Mailed or e-mailed to the buyer named above.

Robert Gill, CPPO, CPPB
Purchasing Specialist

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(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: **Weight Room Equipment and Supplies for the Hammond High School**

Bid Number: **104.23.B4**

Bidder: _____

To assist us in obtaining good competition on our Request for Bids, we ask that each firm that has received an invitation, but does not wish to bid, state their reason(s) below. This information will not preclude receipt of future invitations unless you request removal from the Bidders' List by so indicating below. This form may be emailed to the Purchasing representative noted in this solicitation or faxed to (410) 313-6789.

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 can not submit a bid because of the marketing or franchising policies of the manufacturing company.

_____ 4. We do not wish to do business with 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: _____

April 27, 2023

Issue Date

**THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM
10910 Route 108
Ellicott City, Maryland 21042**

SEALED BID FOR:	<u>Weight Room Equipment and Supplies for Hammond High School</u>
BID NUMBER:	<u>104.23.B4</u>
PRE-BID DATE:	<u>N/A</u>
PRE-BID TIME:	<u>N/A</u>
PRE-BID LOCATION:	<u>N/A</u>
QUESTIONS DUE & TO WHOM:	<u>May 12, 2023 at 2:00 PM, in writing Submit To: Robert Gill at robert_gill@hcpss.org ** As necessary an addendum will be issued after the due date above to address any questions.</u>
BID OPENING DATE:	<u>May 25, 2023</u>
BID OPENING TIME:	<u>10:00 AM</u>
BUYER:	<u>Robert Gill, email: robert_gill@hcpss.org</u>
	<u></u>

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

Weight Room Equipment and Supplies for The Hammond High School BID #104.23.B4

I. INSTRUCTIONS TO BIDDERS

A. 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. 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 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.

B. DUE DATE AND TIME

1. One Original Bid must be submitted electronically via e-mail per the instructions by the time, date and location specified in the Invitation to Bid in order to be considered for this project. If a Bidder includes supplemental documents such as brochures, they must attach a copy of all the supplemental materials to the Original Bid and be include as part of one e-mail for the proposal. Separate e-mails for pieces of the proposal document should not be used.
2. 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 cannot accept the delivery of proposals 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.

C. 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.

D. SIGNING OF FORMS

1. The Bid, 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.

E. ISSUING OFFICE

- a) The Issuing Office is:

The Howard County Public School System
Purchasing Office
10910 Clarksville Pike
Ellicott City, Maryland 21042
Attn: Robert B. Gill
(410) 313-4584
robert_gill@hcpss.org

- b) The Issuing Office Purchasing Representative above shall be the sole point of contact with HCPSS for purposes of preparation and submittal of Offer.

F. QUESTIONS AND INQUIRIES

1. For purposes of preparation and submittal of the Bid, please direct all questions in writing to Mr. Robert Gill, robert_gill@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.
3. Under no circumstances are Vendors, including third party vendors or their staff, to contact any other Howard County Public Schools staff or related constituency for purposes associated with this solicitation, including but not limited to obtaining or providing information. Vendors failing to comply with this requirement may be disqualified.

G. 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 request clarification in writing from the Issuing Office Representative, no later than the last day for questions specified in the bidding document, and the Purchasing Representative for the solicitation will respond by issuing 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. HCPSS reserves the right to amend or modify 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/.

3. It is the bidder's sole responsibility to monitor the Purchasing web site prior to submitting their bid and acknowledge receipt of said 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.
4. The Bidder shall acknowledge the receipt of all addenda on the Bid Price Sheet.

H. 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.

I. MULTIPLE/ALTERNATIVE BIDS

1. Bidders may not submit more than one (1) bid nor may bidders submit multiple alternates for each item in this bid. Bidders must determine for them selves which single alternative to offer that they think best meets the needs in accordance to the specifications and products/models that have referenced in the bid document.

J. CONFIDENTIALITY

1. Bidders should give specific attention to the identification of those portions of their Bid 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.

K. CANCELLATION OF THE BID

1. HCPSS reserves the right to cancel this Bid Solicitation, in whole or in part at the sole discretion of the Purchasing Representative if they determine it is in the best interest of HCPSS.

L. 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.

O. 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 non-responsive.

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

GENERAL TERMS AND CONDITIONS

A. AWARD

1. It is the intention of the school system to award all of the equipment in aggregate to one Bidder so that one vendor is responsible for the complete weight room install, but Howard County Public School System retains the right to award item-by-item, group-by-group, in full or in part, make multiple awards, partial awards, 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 or to make no award at all at its sole discretion.
2. The Howard County Department of Education shall be the sole authority as to whether Bidders offer meets 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. HCPSS further reserves the right to consider information other than price when evaluating bids. A contract may be awarded to the provider(s) whose proposal best meets HCPSS requirements and needs at the time of award and whose fee structure is in the best interest of HCPSS.
3. HCPSS reserves the right to make an award with or without negotiations or to request best and final offers or to make award with or without further review.
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.

B. COMPLIANCE

1. This Solicitation is issued in compliance with Section 5-112 of the Annotated Code of Maryland.

C. 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.

D. CONDITIONAL BIDS

1. No conditional bids will be accepted, which contain item such as, but not limited to an escalator clause, minimum delivery amounts other than that indicated, packaging or delivery charges, or any add-on or irregular figures. The prices offered shall be the final cost to The Howard County Public School System.

E. CANCELLATION OF 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

Purchasing if he/she determines that it is fiscally advantageous or in the best interest of HCPSS to cancel the bid.

F. BID ACCEPTANCE

1. Unless otherwise stated by the Bidder in his bid, prices offered will be considered to allow (120) days for acceptance. At the end of the (120) days, the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

G. 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.

H. 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.

I. PRICE

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

J. 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.

K. TAXES

1. The Howard County Public School System (HCPSS) is a Public School System in the State of Maryland and is tax exempt. The price quoted shall not include federal excise taxes, state or local taxes, or use taxes.

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

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.

Provider shall be responsible for any employment taxes payable with respect to the compensation of the personnel it provides to HCPSS under any contract agreement.

L. TRADE DISCOUNTS

1. All prices offered must be the lowest net price after trade discounts have been considered. Bids offering a percentage off list prices will not be accepted unless: (1) specifically requested in that manner; (2) two copies of the referenced price list accompany the bid.

M. TIME DISCOUNTS

1. Prompt payment discounts are solicited and will be treated as follows:
2. Discounts offered which allow a minimum of twenty (20) days to qualify will be deducted from prices offered in the bid for the purpose of determining the lowest price offered.
3. Discounts offering less than twenty (20) calendar days will not be deducted from price offered for the purpose of determining the lowest price, but will be taken if payment is made within the discount period.
4. In computing prompt payment discounts the date of delivery of the supplies or completion of services or receipt of correct invoices in the offices specified will be considered and the later date prevail.

N. PRICE ADJUSTMENTS

1. Contract Prices are to remain fixed for the first year. Request for Price increases for the remainder of the contract period will be considered, but must be submitted in writing to the Purchasing Director at least sixty (60) days prior to contract expiration for approval. The Howard County Public School System will consider adjustments based on the following conditions:
2. Request must be accompanied by supporting documents sufficient to justify the requested increase (e.g., letters from suppliers regarding price increase in raw materials).
3. Labor rates based upon federal minimum wage increases and decreases in the Consumer Price Index (CPI-W), Baltimore Region, as published by the Bureau of Labor Standards (increases above a 10% cap will not be considered). Adjustments will be calculated by comparing the current index with the previous index available when contract was established 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.
4. Price increases outside of the control of the Vendor awarded the contract during the term of the contract. However, such increases will be a "pass through" to the Howard County Public School System with no mark-up by the vendor allowed. For such price increases to be considered, documentation from the manufacturer applying the price increase must accompany a written request from the Vendor.
5. Price increase requests will not be considered if not accompanied with the proper information and documentation to support the request.

O. BIDDER'S QUALIFICATIONS

1. Bidders may be required to furnish satisfactory evidence that they are qualified dealers, Installers 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. Howard County Public Schools reserves the right to make such reasonable investigations and/or inspection of any bidder's place of business/facilities prior to award of the contract to satisfy questions regarding the bidder's capabilities and responsibility.

P. SAMPLES

1. When requested, samples shall be provided at no cost to the Howard County Department of Education Purchasing Department no later than the scheduled bid opening date and time. All sample packages shall be marked "Sample" with a label that indicates the full Bid Title, Bid Number, Opening date and time, Name and Address of Bidder, and item number. All samples must be properly tagged or labeled and clearly identified. Samples are not required when none are requested.

2. In the event the Purchasing Office requests a sample after the bid opening, the sample shall be delivered within ten (10) days of request for award consideration. Delivery of samples shall be to: The Howard County Public School System, Attn: Purchasing, 10910 Clarksville Pike, Ellicott City, Maryland 21042.
3. In the event a sample is consumed or destroyed in the evaluation process, The Howard County Public School System shall be held harmless and not liable for any cost of sample(s).
4. Samples must be picked up within ten (10) days after contract award, after which samples will be considered abandoned and will become the property of the Board of Education.
5. Samples from the successful Bidder may be held during the contract performance period as a standard of quality and will be available for return upon contract completion.

Q. SPECIFICATIONS AND SCOPE OF WORK

1. The specifications listed herein may or may not specify all technical requirements which are needed to achieve the end result. When accepting the award, the bidder assumes the responsibility of accomplishing the task requested in this document. Any omission of parts, products, processes, etc. in the specifications are the responsibility of the bidder and HCPSS will not bear the responsibility of their omission. If omissions in the specifications are discovered and these omissions will impact the contract price then it is the responsibility of the bidder to note these omissions in writing to the purchasing representative, prior to accepting the award. If these omissions are not properly noted in writing prior to award then the bidder's silence is deemed as full and complete acceptance and any additional costs will be borne by the bidder.

R. INSPECTION OF PREMISES

1. If a site visit is recommended or required, each bidder is responsible for requesting access to the site(s) prior to submitting a bid in order to observe the existing conditions affecting the work, and to obtain such details as, but not limited to the availability of utilities or the precise dimensions of the area(s) involved. No allowance will be made to the successful bidder, at a later date for additional work cost required because of his/her failure to visit the site and to acquaint themselves with all the requirements and conditions for properly estimating the cost of successfully performing the work.

S. INDEPENDENT CONTRACTORS

1. The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of HCPSS.

T. ETHICS REGULATIONS

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.

U. REFERENCES

1. The Howard County Public School System reserves the right to contact any references available in order to evaluate product/service. Cited references must be able to confirm, without reservation, your company's ability to provide the level of service/product mandated in this solicitation. References from other public school systems or governmental agencies are preferred. Howard County Board of Education also reserves the right to request additional references as needed and to reject any bid based on an unsatisfactory reference.

V. 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 resulting from this bid without a purchase order.

W. 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. 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.

X. INVOICE AND PAYMENT

1. The Contractor shall submit invoices in triplicate to the Howard County Department of Education, 10910 Clarksville Pike (Route 108), Ellicott City, MD 21042-6198, Attn: (Name of ordering contact person), 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) Total due

Y. DELIVERY

1. All orders and shipments must be prepaid. Shipped by truck or Parcel Post to the designated School(s)/Office(s) location(s), as specified on the Purchase Order. If Prices do not include delivery charges, please prepay and add to invoice.
2. Deliveries shall be made between 8:30 a.m. - 3:00 p.m., Monday through Friday, except holidays. Delivery time and location shall be as specified on the purchase order. Twenty-four hour notice prior to delivery is required. Orders not completed within the specified time period will be subject to cancellation without penalty and at the sole option of Howard County Public School System.
3. All products delivered under this contract shall be packed in accordance with accepted trade practices and no charge may be made over and above the bid price for packaging, or for deposits or containers unless specified in the bid.
4. Upon delivery, personnel may reject any items that, in their opinion, are damaged. Rejection may be at the time of, or after, delivery. Items rejected are to be returned and reshipped at no cost to The Howard County Public School System. HCPSS will attempt to inspect deliveries as promptly as possible, but failure to inspect and accept or reject shall not impose a liability on HCPSS for such items that are damaged or not in accordance with the specifications.

5. Prices are to include all freight and delivery charges.
6. 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.
7. Orders are to be delivered in full within the time set in the specifications unless stated otherwise on the purchase order.
8. 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.

Z. LABELING

1. Purchase order number, description of material, and quantities must be identified on all tickets for items delivered.

AA. DAMAGE

1. During the performance of the contract, the awarded bidder shall take the necessary precautions for the safety and protection of all areas upon which, or adjacent to which, work is performed as part of the contract.
2. Successful Bidders will be held responsible for, and be required to make good at their own expense, any and all damage done directly or indirectly by a bidders employee or subcontractors while executing the contract.
3. If the awarded bidder fails or refuses to make satisfactory repairs or replacement, HCPSS will determine a cost and the bidder will be liable for the cost thereof, which may be charged or deducted from the final payment.

BB. ASBESTOS, HAZARDOUS OR TOXIC SUBSTANCES

1. No products shall contain asbestos materials. Any products from Vendor/supplier found to be containing asbestos materials shall be promptly removed from HCPSS property at the expense of the Vendor/Supplier.
2. Vendor/Supplier may be required to submit documentation stating that the products bid do not contain asbestos materials.
3. Bidders must comply with all applicable Federal, State, and County laws, ordinances and regulations pertaining to shipping, handling, distribution and access to information about hazardous and toxic substance and as amended from time to time.

CC. MATERIAL SAFETY DATA SHEETS

1. Pursuant to Occupational Safety and Health Act (OSHA) 29CFR1910, 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
Insurance & Safety
10910 Clarksville Pike
Ellicott City, MD 21042

2. MSDS must show the contract number under which the products were supplied or used.

DD. PERFORMANCE REQUIREMENTS

1. All items are to be UL tested.
2. The descriptions and standards identified for each item are minimally acceptable performance criteria as determined by the Board of Education. The Board of Education shall be the sole determinant as to whether products meet or exceed criteria. The owner's personnel shall have the right to reject any items which, in their opinion, do not conform to standards. Rejection may be at time of, or after, delivery. The Contractor shall be required to remove rejected items within 72 hours of notification.

EE. 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.
2. 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.
3. Minority Business Enterprise participation shall be as defined by the procedures established for State of Maryland funded public school construction projects.

FF. USE AND OWNERSHIP

1. All documents, materials or data developed as a result of this contract shall be the property of HCPSS. Therefore HCPSS has the right to use and reproduce any documents, materials, and data, including confidential information, used in or developed as a result of this contract. HCPSS may use this information for its own purposes, or use it for reporting to state or federal agencies. The contractor must keep confidential and warrants that it has title to or right of use of all documents, material, or data used or developed in connection with this contract.

GG. WARRANTY

1. The Vendor agrees that the equipment or supplies furnished under this award and or contract shall be covered by the most favorable commercial warranties the vendor gives to any customer for such equipment or supplies 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.
2. All equipment shall in the very least carry a standard factory warranty against defects in parts and workmanship for the time period stated in the product warranty specifications and/or for one (1) year from date of acceptance.
3. The vendor expressly warrants that all articles, material and work offered shall conform to each and every specification, drawing, sample or other description which is furnished to or adopted by the HCPSS and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. The awarded vendor shall be responsible for handling all warranty issues directly with the manufacturer and agrees to any repairs, labor, replacements, or necessary adjustments because of such defects

to be made promptly by him/her and without cost to and the satisfaction of HCPSS.

HH. 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.

II. 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:
 - General Terms and Conditions
 - Special Terms and Conditions (if any)
 - The Specifications
 - Drawings or other Addenda

JJ. 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.

KK. TERMINATION FOR DEFAULT

1. When the Contractor fails to meet deadlines, 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. In the event of default of contract as determined by The Howard County Public School System, the Contract Manager may procure contract items from other sources. The Contractor found in default will be held responsible for all costs incurred.

LL. 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 the contract that the Contractor has incurred up to the date of termination and 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.

MM. 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 to those requested in this solicitation. HCPSS may cancel this solicitation in whole or in part, at its sole discretion.

NN. VENDOR CONTRACT ADMINISTRATION

1. Bidders shall designate internal and external contract administrators to administer the contract. Bidders are to list the names and telephone numbers in the appropriate space on the CONTRACTOR INFORMATION sheet for these individuals.

OO. 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

PP. TOBACCO FREE AND ALCOHOL/DRUG FREE ENVIRONMENT

1. The Howard County Public School System 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.

QQ. ASSIGNMENT OF CONTRACT

1. It is mutually understood and agreed that awarded contractor shall not assign, transfer, convey, sublet, or otherwise dispose of their contract or their rights, title or interest, therein, or their power to execute such contract in whole or in part to any other person, firm, or corporation, without the previous written consent of the Howard County Public Schools Purchasing Director, but in no case shall such consent relieve the contractor from their obligation, or change the terms of the contract or purchase order.

RR. NON-DISCRIMINATION IN EMPLOYMENT

1. HCPSS is committed to a policy of non-discrimination and equal opportunity. The Awarded vendor shall agree to follow Article 49B of the annotated Code of Maryland

which prohibits employment discrimination on the basis of age, sex, color, marital status, physical or mental handicap, national origin, race, or religion.

SS. IDENTIFICATION

1. All contractor personnel, working in or around buildings designated under this contract shall at all-time wear distinctive uniform clothing; display a visible photo-ID card with them while on the school system's premises. 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.

TT. SIGN-IN REQUIRED AT HCPSS BUILDINGS

1. Contractors will be required to sign-in and sign-out with the Front Office at each Site upon arrival for assigned games. 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.

UU. CHILD SEX OFFENDER NOTIFICATION

1. Maryland law requires certain child sex offenders to register with the local law enforcement agency. One of the purposes of this law, found in Article 27§ 792, is to inform school systems when a child sex offender is residing or working in the area. When the child 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 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 Procurement 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.

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.

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 employee complies with the requirements.

VV. 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.

WW. PROPRIETARY OR CONFIDENTIAL INFORMATION

1. Bidders must specifically identify those portions of their proposal, if any, which they deem to contain confidential or proprietary information of trade secrets and must provide justification to be considered by HCPSS in determining whether such material, upon request, should not be disclosed. All requests for information shall be handled in accordance with the freedom of Information Act.

XX. SUBCONTRACTOR/SUBCONSULTANTS

1. The bidder shall identify all proposed subcontractor/sub-consultant who will be furnishing services under the terms of this solicitation. Subcontractor/sub-consultants 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.

YY. 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, Terms and Conditions, and Technical Specifications.
2. After bid opening and bid review, but prior to bid award, if a Bidders 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. 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.

4. Protests shall be addressed to Howard County Department of Education, Purchasing Department, 10910 Clarksville Pike, Ellicott City, MD 21042, to the attention of the buyer, and labeled "Protest". The written protest shall include as a minimum the following:
 - a) Name, address, e-mail of the protester
 - b) Appropriate identification of the bid Number and Title
 - c) Supporting exhibits, evidence, and/or documents to substantiate any claims.
 - d) Suggested remedy(ies).

ZZ. 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 Contract Manager), at the completion of each job. Invoices must contain the following information:
 - f) Purchase Order Number
 - g) Name of school service was provided
 - h) Description of the services
 - i) Service date(s)
 - j) Total Due

AAA. 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).

BBB. PERMITS, CODES, AND LAWS

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 contract. All costs to comply with these requirements shall be paid by the contractor and included in the contractors Bid price.

CCC. BEHAVIOR OF CONTRACTOR EMPLOYEES

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 Contractors 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.

DDD. NON-COLLUSION

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.

EEE. LICENSES AND QUALIFICATIONS

1. Bidders must be licensed to do business in the State of Maryland and shall submit proof upon request.
2. HCPSS reserves the right to require that the contractor demonstrate that it has the skills, equipment and other resources to satisfactorily perform the nature and magnitude of work necessary to complete the Service or project within the proposed contract schedule.

FFF. 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.

GGG. MARYLAND LAW PREVAILS

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

HHH. MARYLAND MARKETPLACE (eMMA) REQUIREMENT

1. Contractors are required by Maryland State law 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.
2. 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.
3. If you are not already registered with eMMA please do so prior to submitting your bid. It is required that you provide your eMMA contractor number on the price page form when you submit your proposal. Registration with eMMA is free. If you have any questions or need assistance, contact their help desk at emma.helpdesk@maryland.gov or call (410)767-1492. Failure to comply with this requirement may be considered grounds for default.

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

Weight Room Equipment and Supplies for Hammond High School
BID #104.23.B4

I. PRODUCT SPECIFICATIONS

A. PRODUCTS (all products shall be new and unused)

1. Combo Rack/Double Sided – 8 Stations (Qty 4) – OR approved equal

- Model: Hammer Strength – Combo Rack / HDT-HRHR
- 10 feet wide
- Maroon/Vegas Gold or Black
- Double sided racks. Each side of the rack should have a storage area for 2 extra barbells.
- Each Rack should have a place to store weight plates. This can be one place in the middle of both sides.
- The pull up bars can be either straight bars or handles.
- The racks need to be able to be used for both squats and bench press.

2. Rig Bar Storage (Qty 8) - OR approved equal

- Model: Hammer Strength – Rig Bar Storage/HDT-BS
- Maroon/Vegas or Black
- This is the Bar storage for the double-sided racks.

3. Three Tier Dumbbell Rack (Qty 3) - OR approved equal.

- Model: Life Fitness – 3 Tier Dumbbell Rack (5-75 Saddle) OP-DB3LS – OSDB3
- 54X29X38
- Maroon/Vegas or Black

4. Glute Hamstring Developer/Machine (Qty 1) - OR approved equal

- Model: Hammer Strength – Fixed Pad Glute/Ham/BW-GHF
- Maroon/Vegas or Black
- 72X32X50

5. Lat Pull Down Machine & Grips (Qty 1) - OR approved equal

- Model: Hammer Strength LAT PULLDOWN / HS-PD
- Maroon/Vegas or Black
- 54X33X89

6. Seated Cable Row Machine (Qty 1) - OR approved equal

- Model: Hammer Strength Seated Row / HS-RW
- Maroon/Vegas or Black
- 52X34X71

7. Seated Cable Shoulder Press Machine (Qty 1) - OR approved equal

- Model: Hammer Strength Shoulder Press / HS-SP
- Maroon/Vegas or Black
- 60X56X64

8. Seated Cable Chest Press Machine (Qty 1) - OR approved equal

- Model: Hammer Strength Chest Press / HS-CP
- Maroon/Vegas or Black
- 41X57X64

9. Seated Cable Leg Curl Machine (Qty 1) - OR approved equal

- Model: Hammer Strength Seated Leg Curl / HS-SLC
- Maroon/Vegas or Black
- 55X34X55

10. Seated Cable Leg Extension Machine (Qty 1) - OR approved equal

- Model: Hammer Strength Leg Extension / HS-LE
- Maroon/Vegas or Black
- 47X41X64

11. Seated Leg Press Machine (Qty 1) - OR approved equal

- Model: Hammer Strength Seated Leg Press / HS-SLP
- Maroon/Vegas or Black
- 79X40X71

12. Dual Adjustable Pully (Qty 1) - OR approved equal

- Model: Life Fitness Dual Adjustable Pulley / CMDAP
- Maroon/Vegas or Black
- 44X62X95

13. Adjustable Bench (Qty 14) - OR approved equal

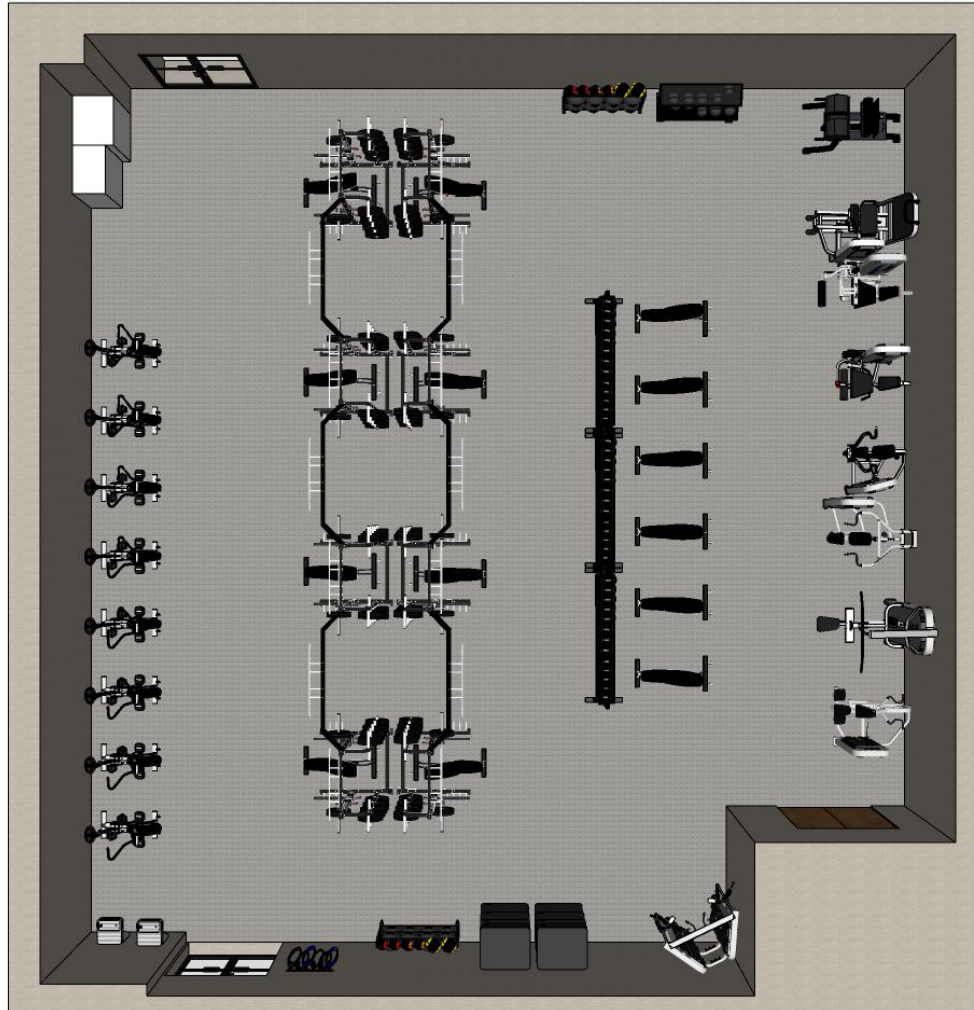
- Model: Hammer Strength Adjustable Bench / FWMAB
- Maroon/Vegas or Black

14. Fan Bikes (Qty 8) - OR approved equal

- Model: Rogue Fitness Echo Bike
- 55X29.5X52.25

B. ESTIMATED DATE FOR DELIVERY AND INSTALL

1. Pricing shall include delivery and all Installation charges to Hammond High School 3 located at 8800 Guilford Rd, Columbia MD, 21046. The estimated delivery and install time frame is After August 1st. All of the equipment must be installed and in place for the opening of the school. Upon award any questions regarding delivery or installation should be directed to Mr. Eric Bishop, Coordinator of Health and Physical Education for Howard County Public Schools at (410) 313-7150 or ebishop@hcpss.org.
2. Mr. Bishop will request a P.O. to be issued to the awarded company for the purchase of the awarded equipment and request a meeting with your companies contact person to discuss the coordination of the delivery and installation.

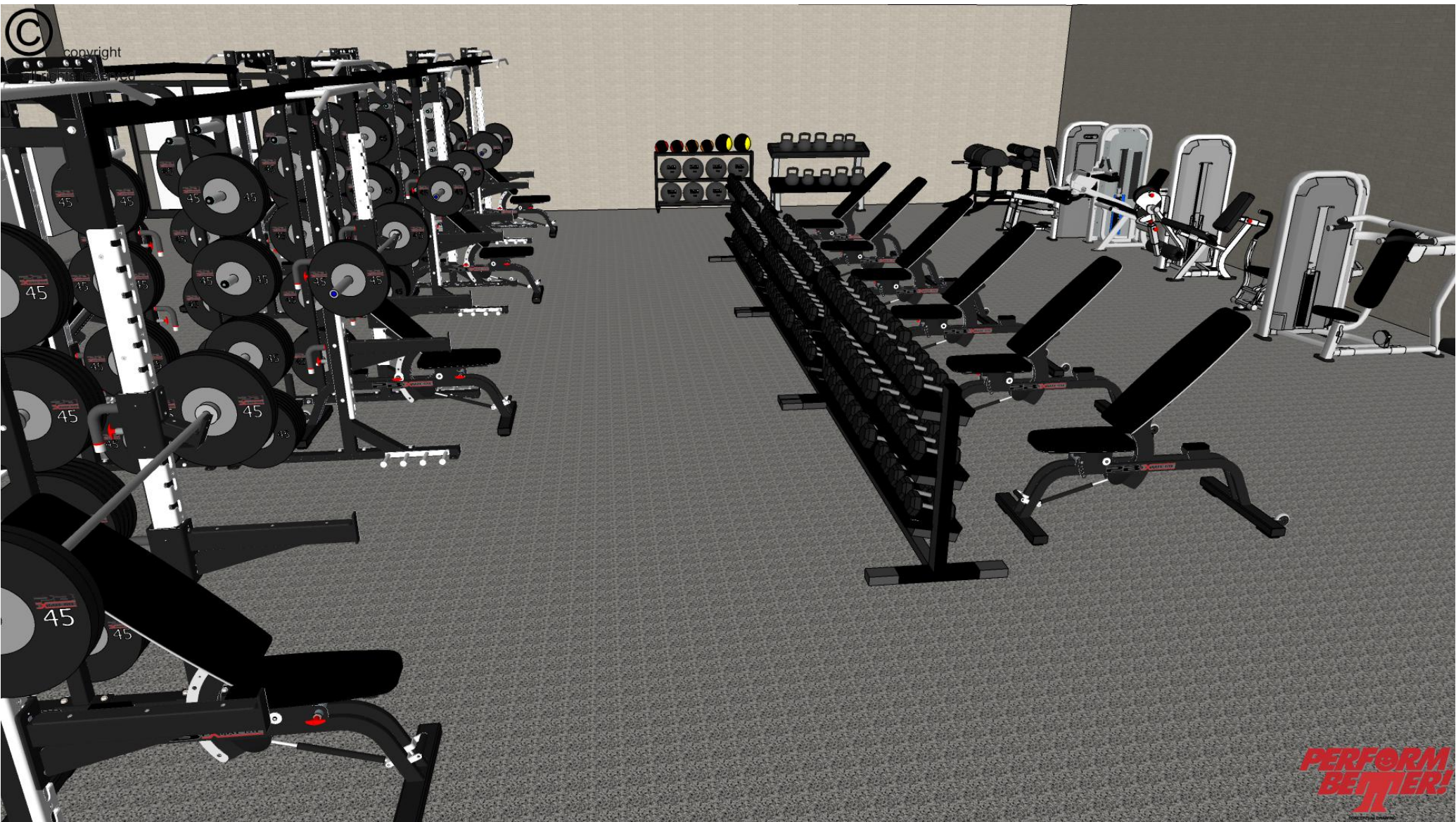




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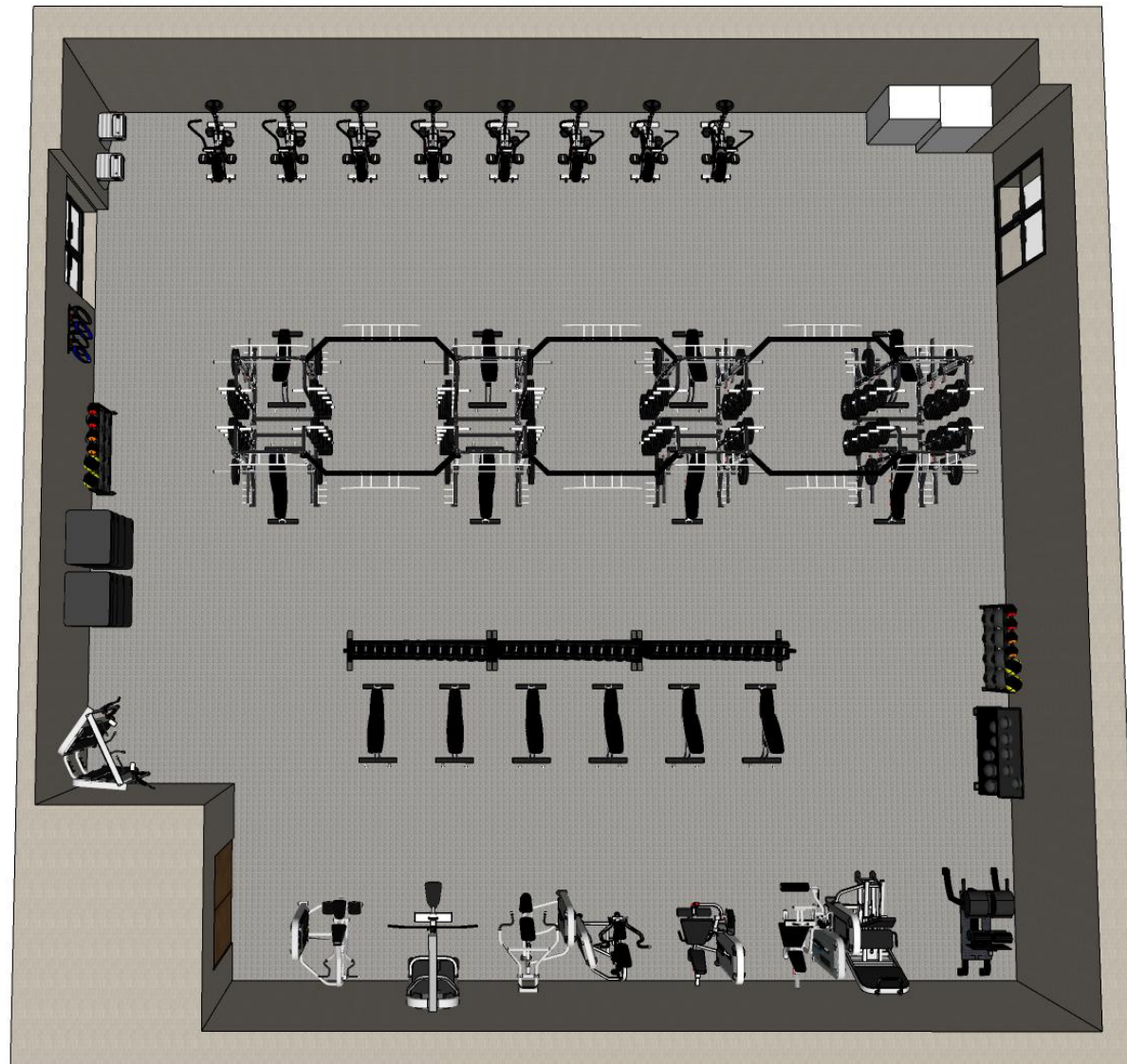


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CONCEPTUAL DRAWING

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

Weight Room Equipment and Supplies for The Hammond High School

BID #104.23.B4

BID PRICE SHEET

Bidder: _____

Date: _____

It is the intention of the school system to award all of the equipment in aggregate to one Bidder so that one vendor is responsible for the complete weight room install, but Howard County Public School System retains the right to award item-by-item, group-by-group, in full or in part, make multiple awards, partial awards, 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 or to make no award at all at its sole discretion.

The undersigned hereby submits a bid price to furnish, deliver, and install the items as set forth in Bid #104.23.B4. The entire bid document including The General Terms and Conditions, Specifications, any addenda, drawings, and the bid price will be part of any resulting contract.

I. PRICE

Having received clarification on all matters upon which any doubt arose, the undersigned proposes to furnish, deliver, and install the requested items for the guaranteed pricing noted below:

1. **Combo Rack/Double Sided – 8 Stations – OR approved equal** \$ _____ (Each) X 4 = \$ _____ (Total)

- Model: Hammer Strength – Combo Rack / HDT-HRHR
- 10 feet wide
- Maroon/Vegas Gold or Black
- Double sided racks. Each side of the rack should have a storage area for 2 extra barbells.
- Each Rack should have a place to store weight plates. This can be one place in the middle of both sides.
- The pull up bars can be either straight bars or handles.
- The racks need to be able to be used for both squats and bench press.

2. **Rig Bar Storage - OR approved equal** \$ _____ (Each) X 8 = \$ _____ (Total)

- Model: Hammer Strength – Rig Bar Storage/HDT-BS
- Maroon/Vegas Gold or Black
- This is the Bar storage for the double-sided racks.

3. **Three Tier Dumbbell Rack - OR approved equal** \$ _____ (Each) X 3 = \$ _____ (Total)

- Model: Life Fitness – 3 Tier Dumbbell Rack (5-75 Saddle) OP-DB3LS – OSDB3
- 54X29X38
- Maroon/Vegas Gold or Black

4. **Glute Hamstring Developer/Machine - OR approved equal** \$ _____ (Each) X 1 = \$ _____ (Total)

- Model: Hammer Strength – Fixed Pad Glute/Ham/BW-GHF
- Maroon/Vegas Gold or Black
- 72X32X50

Form Continues on Next Page

5. **Lat Pull Down Machine & Grips - OR approved equal** \$ _____ (Each) X 1 = \$ _____ (Total)
- Model: Hammer Strength LAT PULLDOWN / HS-PD
 - Maroon/Vegas Gold or Black
 - 54X33X89
6. **Seated Cable Row Machine - OR approved equal** \$ _____ (Each) X 1 = \$ _____ (Total)
- Model: Hammer Strength Seated Row / HS-RW
 - Maroon/Vegas Gold or Black
 - 52X34X71
7. **Seated Cable Shoulder Press Machine - OR approved equal** \$ _____ (Each) X 1 = \$ _____ (Total)
- Model: Hammer Strength Shoulder Press / HS-SP
 - Maroon/ Vegas Gold Black
 - 60X56X64
8. **Seated Cable Chest Press Machine - OR approved equal** \$ _____ (Each) X 1 = \$ _____ (Total)
- Model: Hammer Strength Chest Press / HS-CP
 - Maroon/Vegas Gold or Black
 - 41X57X64
9. **Seated Cable Leg Curl Machine - OR approved equal** \$ _____ (Each) X 1 = \$ _____ (Total)
- Model: Hammer Strength Seated Leg Curl / HS-SLC
 - Maroon/Vegas Gold or Black
 - 55X34X55
10. **Seated Cable Leg Extension Machine - OR approved equal** \$ _____ (Each) X 1 = \$ _____ (Total)
- Model: Hammer Strength Leg Extension / HS-LE
 - Maroon/Vegas Gold or Black
 - 47X41X64
11. **Seated Leg Press Machine - OR approved equal** \$ _____ (Each) X 1 = \$ _____ (Total)
- Model: Hammer Strength Seated Leg Press / HS-SLP
 - Maroon/Vegas Gold or Black
 - 79X40X71
12. **Dual Adjustable Pulley - OR approved equal** \$ _____ (Each) X 1 = \$ _____ (Total)
- Model: Life Fitness Dual Adjustable Pulley / CMDAP
 - Maroon/Vegas Gold or Black
 - 44X62X95

13. **Adjustable Bench - OR approved equal** \$ _____ (Each) X 14 = \$ _____ (Total)

- Model: Hammer Strength Adjustable Bench / FWMAB
- Maroon/Vegas Gold or Black

14. **Fan Bikes - OR approved equal** \$ _____ (Each) X 8 = \$ _____ (Total)

- Model: Rogue Fitness Echo Bike
- 55 X 29.5 X 52.25

Total Aggregate Price of Items #1 thru #14 = \$ _____ (Total)

Form Continues on Next Page

II. PRODUCT SUBSTITUTION

Bidder(s) shall list the name of the Manufacturer and Model number for each product listed below. Bidder(s) shall note "YES" or "NO" in the space provided to determine if the product bid is a substitute for the specifications listed for each product. **Manufacturer's literature must accompany the bid for any substitute products. See the General Terms and Conditions - Section "H" Brand Name or Equal Substitutions. Failure to complete this section may result in rejection of bid.**

	Product	Name of Manufacturer	Model Number	Substitute Product YES/NO
1.	Combo Rack/Double Sided – 8 Stations			
2.	Rig Bar Storage			
3.	Three Tier Dumbbell Rack			
4.	Glute Hamstring Developer/Machine			
5.	Lat Pull Down Machine & Grips			
6.	Seated Cable Row Machine			
7.	Seated Cable Shoulder Press Machine			
8.	Seated Cable Chest Press Machine			
9.	Seated Cable Leg Curl Machine			
10.	Seated Cable Leg Extension Machine			
11.	Seated Leg Press Machine			

12.	Dual Adjustable Pully			
13.	Adjustable Benches			
14.	Fan Bikes			

III. COMPANY INFORMATION

Name of company _____ years in business _____
 Street Address _____
 City _____ State _____ Zip _____
 Telephone# _____ Fax # _____ Web Page _____
 Federal ID or Social Security # _____ MD Dept. of Assess. Taxation Number _____
 eMaryland Marketplace (emma #) _____ ** Please Include a copy of your W-9

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 _____
 Contact Persons e-mail: _____ Cellular _____

V. RECEIPT OF ADDENDA

Addendum: _____	Dated: _____	Received: <input type="checkbox"/>
Addendum: _____	Dated: _____	Received: <input type="checkbox"/>
Addendum: _____	Dated: _____	Received: <input type="checkbox"/>
Addendum: _____	Dated: _____	Received: <input type="checkbox"/>
Addendum: _____	Dated: _____	Received: <input type="checkbox"/>

FORM CONTINUES ON NEXT PAGE

VI. SURVEY

For information purposes, please advise by what methods you were informed of this solicitation. Your response would be very much appreciated.

E- Maryland Marketplace (Y/N)_____

Contractor:_____

Ad House: Name of Ad House _____

Other:_____

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

BID SIGNATURE SHEET

A. Bidder's Certification

1. I/we hereby propose to furnish and deliver supplies and 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 Lumber 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 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.

FORM CONTINUES ON NEXT PAGE

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)

(E-mail Address for authorized representative)

(Date)

END OF FORM

APPENDIX E

AFFIDAVIT

Special Instructions: An authorized representative of the offeror needs to complete the following affidavit 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 firm (the "Firm") _____ 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 or 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 ~ 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 involved, their position with the firm, and the sentence or disposition of the charge.

(You may attach any explanation 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 is genuine and not collusive or a sham; that said offeror has not colluded, conspired, connived and agreed, directly or indirectly, with any bidder or person to put in a sham bid or proposal or to refrain from bidding or making a proposal and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the prices of the affidavit or any other person, or to fix any overhead, profit or cost element of said price, or that if any person, or to secure an advantage against the Board of Education of Howard County 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 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 judgment 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 Howard County Board of Education, and that I am executing and submitting this Form of Proposal on behalf of and as authorized by the bidder named below.

(Legal Name of Company)

(Address)

(City)

(State)

(Zip)

(Telephone)

(Fax)

Contractor's No. _____

(Signature)

(Title)

(Date)

(Printed)

In the presence of _____
(Witness) (Date)

OR:

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

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

☐ Corporation

☐ Partnership

☐ Individual

☐ Other

CHECK LIST FOR BID SUBMISSION

- _____ Bid Price Sheet and Signature Page
Including:
- Federal ID or Social Security #
 - MD Dept of Assess Taxation Number
 - eMaryland Marketplace (eMMA #)
- _____ Copy of your W-9
- _____ Affidavit (Appendix E) - Signed
- _____ Substitute Product Information if needed (see General Terms and Conditions Section "H" Brand Name or Equal Substitutions.

BID ELECTRONIC SUBMISSION PREPARATION

1. Bidders shall supply all data required on the enclosed bid forms. Firms are hereby advised that failure to use or fully complete the Howard County Public Schools Bid Forms as defined herein for the submission of Bids may result in their submittal being determined to be technically non-responsive.
- 2 Bid proposals must be submitted separately via e-mail in accordance with the instructions on the Invitation to Bid page.
- 3 Proposals must be neat, legible, and signed by an authorized officer of the company. The person signing the bid must initial erasures or changes to the forms. Blank spaces must be filled in either ink or typewritten. Lines left blank will be considered a zero cost.
- 4 Any bid proposal received after the time and date specified, or at a different location or method of delivery than specified in this document, will not be opened, or given any consideration.

END OF FORM