

SPECIAL TERMS AND CONDITIONS

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

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

6.2 BARRICADES AND WARNING SIGNS

The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Effective barricades shall protect all highways and other department facilities closed to vehicular traffic, and obstructions shall be illuminated during hours of darkness with electric lights.

6.3 PRESERVATION AND RESTORATION OF PROPERTY

The Contractor shall be responsible for all damage or injury to property or any character during the execution of the work, resulting from any act, omission, neglect or misconduct in his manner or method of executing said work satisfactorily, or due to his non-execution of said work, or at any time due to defective work or materials; and said responsibility shall not be released until the work has been completed and accepted. When or where any direct or indirect damage or injury is done

to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work or in consequence of the non-execution thereof on the part of the Contractor, he shall restore, at his own expense, such property to a condition similar to, or equal to, that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner. In case of the failure to make good such damage or injury, the Board of Education may, upon 48 hours' notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed from any monies due to which may become due the Contractor under this contract.

Further deterioration of the property site, over and above the estimated repair cost, as a result of weather, vandalism, etc. shall be negotiated for repair using a square foot, lineal foot, or square yard basis.

Contractor is responsible for seeding and strawing all disturbed areas. Seed mix MUST be certified seed approved by the contract manager prior to application.

6.4 FINAL CLEANING

Upon completion of the work specified in the contract and before final payment will be made, the work area and all other adjoining areas occupied by the Contractor during the performance of said contract shall be cleaned of all surplus and discarded materials, spilled materials, and excess materials left from the permanent work as a result of the Contractor's operations. The areas mentioned above will be restored, as they existed prior to work.

6.5 DEMONSTRATION

Should any using school or office require a demonstration of equipment furnished by a Contractor, the supplying Contractor shall be obligated to provide such demonstration and use instruction to the requesting school or office at no additional cost. The use demonstration shall be accomplished at the school or office location.

6.6 BUY AMERICAN

HCPSS Food and Nutrition Services will adhere to "Buy American" for the food service program. Therefore Food Service is required to purchase, to the maximum extent possible, domestic products for use in meals served in our Child Nutrition Program. However, Exceptions are allowed when:

- a. Food preferences can only be met with foreign goods
- b. Insufficient quantity and/or quality is available in the USA
- c. Domestic cost is significantly higher

6.7 SHORTAGES

The HCPSS Food and Nutrition Services Office shall receive credit for short-weighted or short-counted items. If it is determined that short weighted or short counted items are received in as many as four locations, and the item was consumed by necessity as part or in conjunction with the menu, the shortage will be considered to be system-wide, and reimbursement will be based on the total delivery quantity. The credit may extend over several deliveries if deemed appropriate by the Contract Manager.

The HCPSS Food and Nutrition Services Office reserves the right to return any damaged or spoiled, out-dated or out-of-code items and receive credit for the same. A signed delivery ticket shall not imply the items received were in good condition, only that they were received.

6.8 USAGE DATA

The Contractor will be required to furnish, to the Contract Manager, monthly usage data by delivery location not later than the 10th of the succeeding month. The data furnished must indicate all items, quantities, and locations purchased during the month period.

A written cumulative year-to-date summary of items purchased shall be provided to the Contract Manager with the monthly usage data, listing each item and the quantity purchased during the contract period.

6.9 SUBSTITUTIONS FOR DELIVERED PRODUCT

Substitutions ARE NOT to be made, either by brand or type. The successful Contractor shall provide the brand initially offered and awarded. The successful Contractor acknowledges and agrees that the only party that may agree to a substitution of products, materials, equipment, and/or supplies is the HCPSS Contract Manager.

6.10 STANDARDS

All items listed herein shall be processed, packaged, and delivered in a manner so as to meet with the regulations of the Maryland Health Department, United States Department of Agriculture, Howard County Health Department, the Federal Food, Drug, and Cosmetic Act, and any other applicable laws.

6.11 INSPECTION OF PREMISES

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 due to 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.

6.12 ASBESTOS, HAZARDOUS OR TOXIC SUBSTANCES

No products shall contain asbestos, hazardous, or toxic materials. Any products from Vendor/supplier found to be containing asbestos, hazardous, or toxic materials shall be promptly removed from HCPSS property at the expense of the Vendor/Supplier.

Vendor/Supplier may be required to submit documentation stating that the products bid do not contain asbestos, hazardous, or toxic materials.

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.

Should the Award Bidder become aware of or suspect the presence of asbestos, hazardous, or toxic materials, other than those already disclosed by HCPSS, the Award Bidder shall immediately stop work in the affected area and notify HCPSS. HCPSS will be responsible for taking any and all actions necessary to correct the condition in accordance with all applicable laws and regulations. The existence or location of any hazardous materials that have been disclosed by HCPSS to the Award Bidder, or that were otherwise identified in the specifications, shall be the exclusive responsibility of the Award Bidder.

6.13 PRODUCT TESTING DURING TERM OF CONTRACT

Goods delivered under any contract resulting from this solicitation may be tested for compliance with specifications stipulated herein. Any shipment failing to meet or comply fully with the specification requirements will be rejected. The cost of testing a representative sample of an order or shipment for acceptance shall be borne by the HCPSS unless the order is rejected for failure to meet specifications or purchase description. In such cases of rejection, the cost of testing will be charged back to the Contractor.

6.14 PERFORMANCE REQUIREMENTS

All items are to be UL tested.

The descriptions and standards identified for each item are minimally acceptable performance criteria as determined by HCPSS. HCPSS shall be the sole determinant as to whether products meet or exceed criteria. HCPSS shall have the right to reject any items which, in its 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.

6.15 BUILDING/SITE OCCUPANCY

Under no circumstances shall any driveway, access road or walkway be blocked by the Contractor's vehicles to prohibit use of, or disruption to pedestrian or vehicular traffic to the buildings or site.

6.16 LOCAL OFFICE

The Contractor shall maintain a local office with telephone available for receiving and make calls throughout the working day and shall have available locally sufficient storage space for materials and equipment located within 150 miles of the School System.

6.17 MAINTENANCE OF MANPOWER

Any staff changes of a proposed team for this contract must be reported to the HCPSS contract manager and reviewed and approved by HCPSS prior to any reassignments being made.

6.18 SIGN-IN REQUIRED - OCCUPIED BUILDINGS

Contractors will be required to sign-in and sign-out with the Front Office at each site on a daily basis during the course of each project.

Work under this contract and any resulting contract or sub-contract may at times take place while school facilities are occupied by staff and often also by students and visitors. Every precaution shall be exercised to protect people from injury and to minimize disruption of activity. As well, contract employees shall conduct themselves in a professional manner while on the HCPSS premises. Any Contractor employee found to disregard the nature of the School System's surroundings, policies, procedures or protocols shall be removed from the premises and may be prohibited from further servicing the HCPSS contract.

6.19 BUILDING/SITE OCCUPANCY

Under no circumstances shall any driveway, access road or walkway be blocked by the contractor's vehicles to prohibit use of, or disruption to pedestrian or vehicular traffic to the buildings or site.

6.20 WORKING HOURS

Normal hours of work will be from 6:30 am to 6:30 pm Monday through Friday. Premium hours will be all other times. Overtime will be approved for payment only if the School System's Contract Manager authorizes the overtime in writing. Overtime (Premium Rate) shall be as shown in the proposal for change order work. Work may be performed while school is in session with minimal disruption of school activities.

If there is any off-site work such as shop fabrication, the School System shall be notified at the time the not-to-exceed price is provided by the Contractor. The School System reserves the right to inspect such off-site work, including the manufacturer's premises at any time.

6.21 CONTRACTOR'S COORDINATOR

The Contractor shall provide, at least one person who shall be designated as the Project Manager and have one (1) 100% on-site Supervisor. The Project Manager shall be the Contractor's agent for reviewing the project in the field when required with the School System's representatives and shall be the channel for all inquiries concerning work in progress or work to be started under this Contract. The Supervisor shall manage the job on-site and supervise all on-site personnel.

The Project Manager should be readily available to review all phases of the project when requested by the School System. The Contractor shall notify the School System for their approval of any changes in personnel designated as Project Manager.

6.22 PRIME CONTRACTOR SUPERVISORY RESPONSIBILITIES

The Contractor shall be responsible for supervising and directing the work under this contract and all Subcontractors that they may utilize, using their best skill and attention. Subcontractors who perform work under this contract shall be responsible for the acts and omissions of its Subcontractors and of persons employed by them. The Contractor will be responsible for ensuring that the supervisor or lead worker, including subcontractors, can communicate with School System's staff in English in fulfilling the terms of the contract.

6.23 PROTECTION OF ADJACENT FACILITIES AND PROPERTY

The Contractor shall continuously maintain adequate protection of all his work from damage, and shall protect HCPSS property from damage or loss arising in connection with this contract. He shall make good any damages, injury, or loss, except such as may be directly due to or caused by agents or employees of HCPSS. He shall adequately protect adjacent property as provided by law and the contract documents.

If deemed necessary, the Contractor shall box trees along the way of access, also all trees and shrubbery surrounding the building which are liable to injury by the moving, storing, and working up of materials. The Contractor shall not use permanent tree(s) for attachment for any ropes or derricks. The Contractor shall replace and put in good condition every public way and private way, catch basin, conduit, trees, fence or things injured in carrying out this contract, unless the same shall be permanently done away with under the direction of HCPSS.

The Contractor shall erect and properly maintain at all times, as required by the condition and progress of the work, all necessary safeguards for the protection of workmen and the public, and shall post danger signs warning against the hazards created by such features of construction such as, but not limited to, protruding nails, overhead hoists, well holes, elevator hatchways, scaffolding, window openings, stairways, falling materials and overhead work.

In any emergency affecting the safety of life, or of the work, or of the adjoining property, the Contractor, without special instruction or authorization, is hereby permitted to act, at its discretion, to prevent such threatened loss or injury. However, if the Contractor is specifically instructed by proper authority, they shall so act without appeal. Any compensation claimed by the Contractor on account of emergency work shall be only authorized by HCPSS.

6.24 CARE OF PREMISES

Precautions taken for safety and protection shall be in accordance with the mandatory requirements of the safety codes prevailing within the jurisdiction in which the work is to be performed. During the performance of the Contract, the Contractor shall take the necessary precautions to protect all areas upon which, or adjacent to which, work is performed as a part of this Contract. Any damage caused as a result of Contractor's neglect, directly or indirectly, shall be repaired to HCPSS's satisfaction at the Contractor's expense. If the Contractor fails or refuses to make such repair or replacement, HCPSS will determine a cost and the Contractor shall be liable for the cost thereof, which may be charged or deducted from the Contractor price.

6.25 PATENTS/COPYRIGHTS

Contractor guarantees that the sale and/or use of the goods offered will not infringe upon any U.S. or foreign patent or copyrights. Contractor will at his/her own expense, indemnify, protect and save harmless HCPSS, its Board, trustees, agents, employees and students from any claim, action, cost of judgment or liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the contract or arising out of the purchase or use of goods for which the Contractor is not the patentee, assignee, licensee or owner.

6.26 SAMPLES

When requested, samples shall be provided at no cost to HCPSS Office of Purchasing 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.

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.

In the event a sample is consumed or destroyed in the evaluation process, HCPSS shall be held harmless and not liable for any cost of sample(s).

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 HCPSS.

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.

6.27 MATERIAL SAFETY DATA SHEETS

Pursuant to Occupational Safety and Health Act (OSHA) 29CFR1910, where applicable, the Contractor shall submit Material Safety Data Sheets (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:

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

MSDS must show the contract number under which the products were supplied or used. Failure on the part of the Contractor to furnish necessary MSDS will result in the withholding of final payment.

Bidder shall provide HCPSS with a MSDS or in the case of a controlled hazardous waste substance, a hazardous waste manifest for all hazardous chemicals listed or subsequently added to the Chemical Information List in compliance with applicable laws, ordinances and regulations.