



Office of Purchasing  
10910 Clarksville Pike, Ellicott City, Maryland 21042-6198  
(410) 313-6600, fax (410) 313-6789

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BID #021.18.B2

APPLIANCES & KITCHEN EQUIPMENT

INVITATION TO BID

To All Interested Bidders:

Re: NOTICE TO BIDDERS  
Appliances & Kitchen Equipment, Bid #021.18.B2

The Howard County Public School System requests your bid for Appliances and Kitchen Equipment.

Bid documents may be obtained on **Monday, November 20, 2017** at the Howard County Department of Education, Purchasing Office, 10910 Clarksville Pike, Ellicott City, MD 21042 or online at [www.hcpss.org/about-us/purchasing/current-bids](http://www.hcpss.org/about-us/purchasing/current-bids).

The Purchasing Office contact for this project is CeCe Clement, [cclement@hcpss.org](mailto:cclement@hcpss.org), (410) 313-6724.

Bids shall be submitted in a sealed envelope, clearly marked the "**BID #021.18.B2**", "**Appliances & Kitchen Equipment**", to the Howard County Department of Education, Purchasing Office, 10910 Clarksville Pike, Ellicott City, MD 21042, no later than **10:00 a.m. on Tuesday, December 5, 2017**. Late bids will not be accepted. It is the bidder's responsibility to insure that bids are delivered to the Purchasing Office prior to the scheduled opening time.

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 faxed to (410) 313-6789.

*cclement*

CeCe Clement, CPPO, CPPB  
Purchasing Manager

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

**NO BID REPLY FORM**

Sealed Bid For: Appliances & Kitchen Equipment

Bid Number: 0021.18.B2

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 faxed to (410) 313-6789.

Unfortunately, we must offer a "No Bid" at this time because:

- \_\_\_\_\_ 1. We do not wish to participate in the bid process.
- \_\_\_\_\_ 2. We do not wish to bid under the terms and conditions of the Request for  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 3. We do not feel we can be competitive.
- \_\_\_\_\_ 4. We can not submit a bid because of the marketing or franchising policies
- \_\_\_\_\_ 5. We do not wish to sell to The Howard County Public School System. Our  
\_\_\_\_\_
- \_\_\_\_\_ 6. We do not sell the item(s)/service(s) requested in the specific
- \_\_\_\_\_ 7. Other: \_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 8. We wish to remain on the Bidders' List.
- \_\_\_\_\_ 9. We wish to be removed from the Bidders' List for the above stated

November 20, 2017  
Issue Date

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

SEALED BID FOR: Appliances and Kitchen Equipment

BID NUMBER: 021.18.B2

PRE-BID DATE: N/A

PRE-BID TIME: N/A

PRE-BID LOCATION: N/A

BID OPENING DATE: December 5, 2017

BID OPENING TIME: 10:00 a.m.

BUYER: CeCe Clement, phone: 410-313-6724  
email: [cclement@hcpss.org](mailto:cclement@hcpss.org)

SPECIAL NOTICE

Bid Bond Due:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Supply Bond Due:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Performance Bond Due (for projects over \$25,000):	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Payment Bond Due (for projects over \$25,000):	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Samples Required:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Material Safety Data Sheets:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO

Company Name: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## SECTION 1. INSTRUCTIONS TO BIDDERS

### 1. INTRODUCTION AND BACKGROUND

a. Howard County, Maryland is a suburban community of over 304,580 situated midway along the Baltimore-Washington corridor. It is a county of contrasts - a blend of old and new, urban and rural, historical and progressive. The county's borders encompass Ellicott City, one of the country's oldest towns, and Columbia, a planned community conceived and designed 40 years ago by The Rouse Company. A great community deserves great schools, and the Howard County Public School System (HCPSS) is a recognized source of local pride. The school system consistently ranks among Maryland's top school districts based on student performance on the Maryland School Assessments. Howard County students score above the national averages on standardized tests and over 85% of graduates continue their education beyond high school.

b. The Howard County Public School System Tax Identification.

Federal Tax Id: 52-6000968  
Maryland Sales Tax: 30001219  
Federal Excise Tax: 52-73-0257k

c. Human Resources - HCPSS employs approximately 8,000 full and part-time regular employees in addition to a large number of temporary and seasonal employees. Approximately 400-500 employees (full-time and regular part-time) are hired each year with an average of 3,000 applications received. The Office of Human Resources is responsible for the recruitment and hiring of all staff in collaboration with other HCPSS offices.

d. Respondents to this solicitation are encouraged to review the data contained in HCPSS' website for a better understanding of HCPSS, its organization and management, and the services it provides. The website is <http://www.hcpss.org>.

### 2. ISSUING OFFICE

a. The Issuing Office is:

The Howard County Public School System  
Purchasing Office  
10910 Clarksville Pike  
Ellicott City, Maryland 21042  
Purchasing Representative: CeCe Clement  
(410) 313-6724  
[cclement@hcpss.org](mailto:cclement@hcpss.org)  
<http://www.hcpss.org/about-us/purchasing/>

b. The Issuing Office Purchasing Representative above shall be the sole point of contact with HCPSS for purposes of preparation and submittal of this solicitation. Under no circumstances shall proposers, including third party vendors or their staff, contact other Howard County Public Schools staff for purposes associated with this solicitation. Proposers failing to comply with this requirement may be disqualified.



2-3. INTENT

a. It is the intent of this bid/solicitation to establish a contract to furnish appliances and kitchen equipment \_\_\_\_\_ for The Howard County Public School System \_\_\_\_\_ in accordance with the bid/Proposal documents. While quantities to be ordered are unknown at this time, the budgeted amount for this award is approximately \$75,000.

a.b. Any new HCPSS school,s or additions to existing schools, during the contract period shall be added to the list of delivery locations and be subject to the terms and conditions of the contract.

CONTRACT PERIOD

The contract period will be for a period of one year from January 1, 2018 through December 31, 2018.

3-4. BID-PROPOSAL PREPARATION

a. One (1) complete set of Invitation for Bid/Solicitation, documents minimally consist consisting of: (1) a Cover Sheet, -Instructions to Bidder/Proposers, (2) General Terms and Conditions,; (3) Special Terms and Conditions, Scope of Work & Requirements; (4) the Specifications, and the Signature Sheet. ; Additional sections may be incorporated by the Purchasing Representative depending on the products and/or services required such as a Proposal Price Sheet, plans or drawings, Technical Proposal Requirements, Evaluation Process, Agreement For Professional Services, (5) any plans or drawings made part of the Invitation for Bid; (6) any addenda, and/or various other sections and attachments, ; shall be provided to each prospective Bidder.

b. Proposals shall be returned to the Issuing Office containing all The original Bid Price Sheet/Form of Proposal resulting documents generated by this solicitation, must be returned: (1) with all questions answered; Documents shall be unaltered, (2) without alteration; (3) with the properly signed, Bid Signature Sheet or No Bid Reply form properly signed; (4) sealed and enclosed and sealed in an envelopea packet/package; (5) to the Purchasing Office, The Howard County Public School System, 10910 Clarksville Pike, Ellicott City, Maryland 21042.

c. Unless otherwise noted in the solicitation, the Signature Sheet shall act as the fully executed Contract upon award by the Board of Education.

, either mailed or hand-carried before the time and date stated for return of bid. Telephone, facsimile, and/or electronically submitted bids will not be accepted. It is the bidder's responsibility to ensure that their bid is delivered to the Purchasing Office prior to the scheduled opening time.

It is the bidder's responsibility to examine and understand all parts of the bid documents, including any addenda, drawings, and/or reference matter.

a. Any clarification or explanation desired by the bidder, regarding the meaning or interpretation of the Invitation for Bid, or any part thereof, must be made in writing to the Purchasing Office of The Howard County Public School System, 10910 Clarksville Pike, Ellicott City, Maryland 21042, allowing sufficient time for a reply to

~~reach all prospective bidders for the time and date scheduled for the return of the bid.~~

- d. ~~It is highly recommended that individuals preparing bid-Proposal submittals for this solicitation utilize the bid-Proposal Check List enclosed within this document to assure that they have included all of the required items information is submitted. Failure to include items information as instructed may cause your bid-proposals to be to be deemed declared non-responsive.~~

~~e.~~

#### ~~ISSUING OFFICE~~

~~The Issuing Office is:~~

~~The Howard County Public School System  
Purchasing Office  
10910 Clarksville Pike  
Ellicott City, Maryland 21042  
Attn: Joe Veslany  
(410) 313-6723  
jveslany@hcpss.org  
<http://www.hcpss.org/about-us/purchasing/>~~

~~The Issuing Office Purchasing Representative above shall be the sole point of contact with HCPSS for purposes of preparation and submittal of Bid. Under no circumstances are vendors, including third party vendors or their staffs, to contact 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.~~

#### 4.5. DUE DATE AND TIME

- a. Original signed Bid-Proposal responses shall be submitted to the Howard County Department of Education, Purchasing Office, 10910 Clarksville Pike, Ellicott City, Maryland 21042 Issuing Office, no later than the time and date specified in the bid documents identified on the Solicitation Schedule on the cover of this solicitation. Proposal package/packet shall and contain the following information on its exterior on the bidders bid package:
- i. Bid-Bid Title
  - ii. Bid-Bid Number
  - iii. Due Date and Time
  - iv. Name and Address of Bidder/Supplier
- b. Additional copies of bids may be submitted either on paper, in digital format, or as otherwise directed by the Purchasing Representative. Digital copies shall be in PDF format (or as otherwise indicated) on a USB flash drive sealed in a mail packet. If Proposals contain more than one file all files are to be bundled and compressed in a .zip file identified with the Proposal Number and the Name of the Supplier. Hyperlinks that direct HCPSS evaluators to a web site to download a proposal may be rejected or considered non-responsive, i.e. a "Click-Through Agreement" required to be accepted by HCPSS in order to download the Proposal.



- c. By providing a Proposal to HCPSS, the Proposer grants HCPSS an unlimited right to generate additional electronic and/or paper copies for distribution solely for the purpose of evaluation and review.
- d. Any bids-proposal received after the time and date specified, or at a different location, will not be opened nor given any consideration. HCPSS recommends against use of mail or delivery services that will not guarantee delivery directly to the Purchasing Office. Bids-proposals delivered to the central mailroom or front desk will not be considered "received" until they arrive at the Purchasing Office. HCPSS will not waive delay in delivery resulting in delay on the part of a carrier.

6. INCURRED EXPENSES

- a. HCPSS is not responsible for any expenses that Suppliers may incur in preparing and submitting proposals.

7. INCLEMENT WEATHER OR OTHER UNANTICIPATED CLOSINGS

- a. In the event that Howard County Public Schools are closed for students on the scheduled Proposal due date, but the Purchasing Office located in the Administrative/Central Offices are open, then Bids shall be due as specified in the original documents. In the event that 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 Bidders' responsibility to check closure announcements.

8. ACCEPTANCE OF TERMS AND CONDITIONS

- a. By submitting a bid, a Bidder shall be deemed to have accepted the terms, conditions, and requirements set forth in this solicitation. The solicitation documents, including all addenda, shall be incorporated into the Contract by reference.
- b. Failure to thoroughly understand all aspects of this solicitation before submitting a Bid will not be an excuse to permit withdrawal of a Bid nor secure relief or plea of error.
- c. Neither law nor regulation makes allowance for errors or omissions on the part of no Proposers.

~~INCLEMENT WEATHER OR OTHER UNANTICIPATED CLOSINGS~~

~~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.~~

~~ERRORS IN BIDS~~



~~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 from the Purchasing Representative, no later than the last day for questions specified in the bidding documents.~~

~~Failure of the bidder to thoroughly understand all aspects of the Invitation for Bid before submitting his bid will not act as an excuse to permit withdrawal of his bid nor secure relief or plea of error.~~

~~Neither law nor regulation makes allowance for errors or omissions on the part of the bidders.~~

#### 17.9. ADDENDA AND CHANGES

a. HCPSS reserves the right to change the contents of this solicitation. Changes will be made in the form of written addenda and posted to the HCPSS Purchasing web site at [www.hcpss.org/about-us/purchasing/current-bidsbids](http://www.hcpss.org/about-us/purchasing/current-bidsbids)

b. Should discrepancies in this solicitation be discovered, or if any meaning or intent is unclear, proposers should request clarification from the Purchasing Representative no later than the last day for questions as identified on the Solicitation Schedule on the cover page of this solicitation.

~~a-c.~~ Oral explanations or instructions will not be binding; only written Addenda will be binding.

**d. It is the bidder's sole responsibility to monitor the Purchasing web site prior to submitting their bid and acknowledge receipt of said any addenda as indicated in this solicitation, on the proper bid form. Failure to do so may result in non-receipt of important information and may not relieve such bidders from any obligation under his/her bid identified in this submittal.**

#### 10. CONFIDENTIALITY

a. Bidders should give specific attention to the identification of those portions of the bid that the Offeror deems to be confidential, proprietary information, or trade secrets and provide any justification why such materials, upon request, should not be disclosed by HCPSS under the Freedom of Information Act (FOIA). Bidders are advised that, upon request for this information from a third party, the Purchasing Office is required to make an independent determination as to whether the information may or may not be disclosed to the requesting party. That decision will take into consideration the Offeror's position regarding its Proposal/Bid. A blanket statement by a Offeror that its entire Proposal/Bid is confidential or proprietary will not be considered.

#### 11. MULTIPLE PROPOSALS

a. Suppliers may not submit more than one bid.

#### 12. ALTERNATE SOLUTION PROPOSALS

a. Suppliers may submit alternate makes and models to ones listed on the bid documents.

13. MULTIPLE PRICES

- a. If there are multiple functionally similar items to those described in this solicitation available on the open market, suppliers must offer and submit pricing for only one item. If more than one price is submitted on any particular item that item may be rejected at the discretion of HCPSS.

~~WI~~

20. WITHDRAWAL OF BIDS

- ~~Bids may be withdrawn by written, or electronic notice if given prior to the bid opening time and date. Telephone calls for these purposes are not acceptable.~~

~~No bid shall be withdrawn after the scheduled closing time for opening bids.~~

25. SIGNATURE TO BID

- ~~The section titled "BID SIGNATURE SHEET" shall be completed to provide all the information requested and signed by the person or persons legally authorized to sign contracts.~~

14. THDRAWAL OF BIDS

- a. Bids may be withdrawn by written, or electronic notice if given prior to the Proposal opening time and date. Verbal requests via phone are not acceptable.

b. No bid shall be withdrawn after the scheduled due date and time.

15. RIGHT TO AMEND, MODIFY OR WITHDRAW

- a. HCPSS reserves the right, in their sole discretion, to amend, or modify any provisions of this solicitation, or to withdraw this solicitation at any time prior to the award of a Contract. The decision of HCPSS shall be administratively final in this regard.

16. SIGNATURE

- a. The section titled "Bid Signature Sheet" shall be completed and submitted with the Proposer's proposal. The Signature Sheet shall be signed by the person or persons legally authorized to sign contracts on behalf of the offering company.

b.

17. OPENING PROCEDURES

- a. Sealed bids will be opened at the Issuing Office at the time identified on the cover sheet of this solicitation. All final price proposals will be publicly opened and read aloud.

28.18. BASIS FOR AWARD

- a. It is the intent of The Howard County Public School System to award to the lowest responsive bidder(s) meeting specifications on an item-by-items basis. However, The Howard County Public School System retains the right to award item-by-item, group-by-group, in full, or in part, award to make multiple companies awards, or make no award at all, to increase or decrease quantities where quantities are shown or reject any and all bids and make no award at all at its sole discretion.



- ~~b. While the specifications are intended to describe the principal features of our requirements, bidders are notified that the proposed item shall be evaluated for other factors; acceptability may be determined on the basis of professional judgment and acceptance, rather than price alone~~
- ~~c.b. The Howard County Department of Education shall be the sole authority as to whether Bidders offer bids meets specifications or are an approved equal and further reserves the right to reject any or all proposals bids 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 proposals. 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.~~
- ~~c. HCPSS may reject any bid which indicates any omission, contains alteration of form or additions, or imposes conditions or offers offers alternate items that HCPSS feels is that are not in the best interest of School System.~~
- ~~d. In the event of a tie 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 Proposer not incorporated in the state of Maryland, in that order of preference. If proposers 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.~~
- ~~d. HCPSS reserves the right to make an award with or without negotiations, or to request best and final offers proposals, or to make an award with or without further review.~~
- ~~e.~~

#### ~~28. CONTRACT AWARD~~

- ~~d. Contract award will be made by the Board of Education to the lowest responsible Bidder(s) who conforms to the specifications with consideration given to quantities involved, time required for delivery, purpose for which required, competency and responsibility of the bidder, the ability of the bidder to perform satisfactory service, and the plan for utilization of minority contractors.~~
- ~~d. 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.~~

#### ~~28. OPENING PROCEDURES~~

- ~~d. Sealed bids will be opened at the Department of Education at the designated time and place. The Purchasing Officer for The Howard County Public School System shall designate the time and place on the bid forms for the opening of bids, and shall open the sealed bids and publicly read them aloud.~~
- ~~d. 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.~~

29.19. USE OF FORMS

- a. ~~Bidder~~Proposers shall supply all data required on the enclosed ~~bid~~Proposal forms. Modification of or additions to any portion of the ~~proposal~~the Proposal may be cause for rejection.
- b. ~~Bidders are hereby advised that F~~failure to use, or fully complete, and submit the Howard County Public Schools Bid Fforms as defined hereincontained within this solicitation for the submission of Bids may result in their submittal being determined to be technicallya proposal declared non-responsive.
- c. ~~Failure to submit a proposal on the bid forms provided may be a cause for rejection of the bid.~~
- c. Bid-Proposal forms submitted need to include one original and one copy of the required documents. If the ~~Bidder~~Proposer includes supplemental documents such as brochures they must attach a copy of all the supplemental materials to the Original and the copy.

20. ESTIMATED QUANTITIES

- a. Quantities listed are for bid purposes only and are not to be construed as actual quantities to be purchased.

## SECTION 2. TERMS AND CONDITIONS

### 1. USE AND OWNERSHIP

- a. All documents, materials, or data developed as a result of this Contract are Howard County Public Schools (HCPSS) property. HCPSS has the right to use and reproduce any documents, materials, and data, used in or developed as a result of this contract. HCPSS may use this information for its own purposes. The Contractor must keep confidential all documents, materials, and data prepared or developed by the Contractor or supplied by HCPSS.

### 2. AUTHORIZED ORDERS

- a. Orders shall be in the form of an official Howard County Public School System Purchase Order. No deliveries are to be made under any contract(s) resulting from this solicitation without a purchase order.

### 3. VENDOR CONTRACT ADMINISTRATION

- a. 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 Bid Price Sheet for these individuals.

### 4. PATENTS/COPYRIGHTS

- a. 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 the College, its 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 uncopied 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.

### 5. NON-COLLUSION

- a. 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.

### 6. SECURITY

- a. HCPSS is required to assess risks, ensure data integrity, and determine the level of accessibility that must be maintained. Specific activities include:
- b. Identification of security, privacy, legal, and other organizational requirements for recovery of school system institutional resources such as data, software, hardware, configurations, and licenses at the termination of the contract.
- c. Assessment of the contractor's security and privacy controls.
- d. Including HCPSS's security and privacy requirements in the agreement
- e. Periodic reassessment of contractor services provisioned to ensure all contract obligations are being met and to manage and mitigate risk.



- f. The Contractor is the owner or authorized user of the Contractor's software and all of its components, and Contractor software and all of its components, to the best of Contractor's knowledge, do not violate any patent, trademark, trade secret, copyright or any other right of ownership of any third party.
- g. Contractor shall (i) establish and maintain industry standard technical and organizational measures to help to protect against accidental damage to, or destruction, loss, or alteration of the materials; (ii) establish and maintain industry standard technical and organizational measures to help to protect against unauthorized access to the Services and materials; and (iii) establish and maintain network and internet security procedures, protocols, security gateways and firewalls with respect to the Services. Contractor software and its components are equipped and/or designed with systems intended to prevent industry known system attacks (e.g., hacker and virus attacks) and unauthorized access to confidential information.
- h. Report any confirmed or suspected breach of HCPSS data to HCPSS within one hour of discovery or detection. Any confirmed or suspected computer security incidents not resulting in breach of HCPSS data shall be reported to HCPSS within 12 hours of discovery or detection.
- i. Follow strong identity management characteristics and practices, requiring users to adhere to organizational usage, construction, and change requirements.
- j. Configure and maintain network to be suitably hardened against security threats and ensure adequate performance.
- k. On an annual basis, Contractor shall provide Service Organization Control (SOC) 2, Type 2 reports or equivalent, for all services and facilities from which the services are provided. It is the Contractor's responsibility that such Reports are provided under the terms and conditions of this Contract without HCPSS being required to agree to additional terms and conditions that may be applied by a third party. If a Report states that a facility has failed to materially satisfy one or more control objectives, Contractor will, as HCPSS's sole remedy, use commercially reasonable efforts to cause the facility to materially satisfy all control objectives. If, despite Contractor's efforts, the facility cannot materially satisfy all relevant control objectives, Contractor will mitigate the issue in a commercially reasonable manner which may include the migration to an alternate facility which materially satisfies all control objectives. Failure to do so may be considered a material breach of this Agreement in the sole and reasonable discretion of HCPSS.
- l. HCPSS or an appointed audit firm (Auditors) has the right to audit Contractor and its sub-vendors or affiliates that provide a service for the processing, transport or storage of HCPSS data. Audits will be at HCPSS's sole expense which includes operational charges by Contractor, except where the audit reveals material noncompliance with contract specifications, in which case the cost, inclusive of operational charges by Contractor, will be borne by the Contractor. In lieu of HCPSS or its appointed audit firm performing their own audit, if Contractor has an external audit firm that performs a review, HCPSS has the right to review the



controls tested as well as the results, and has the right to request additional controls to be added to the certified report for testing the controls that have an impact on its data.

#### 7. TAXES

- a. The Howard County Public School System is tax exempt, and the price quoted shall not include federal excise taxes, state or local taxes, or use taxes.
- b. 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.

#### 8. TRADE DISCOUNTS

- a. All prices offered must be the lowest net price after trade discounts have been applied. Bids offering a percentage off list prices will not be accepted unless: otherwise specified.

#### 9. TIME DISCOUNTS

- a. Prompt payment discounts are solicited and will be treated as follows:
- b. 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.
- c. 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.
- d. 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.

#### 10. SPECIFICATIONS AND SCOPE OF WORK

- a. 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.

#### 11. BRAND NAME OR EQUAL

- a. Where a particular manufacturer's brands or models are referenced, it is to be interpreted as being descriptive and not restrictive. Bids will be considered on models or brands or products of manufacturers other than those cited if accompanied by catalogs, test reports, brochures, or other descriptive literature and supporting data, sufficient in detail to permit evaluation of the item offered

without further reference. It is the responsibility of the bidder to provide the foregoing with the bid or prior to the time and date set forth for return of the bid.

- b. 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.
- c. 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.

## 12. PROPOSED SUBSTITUTIONS

- a. Bidders offering items other than those specified must state the product name and manufacturer and, as well, submit detailed technical specifications for each item. All data submitted must contain sufficient information to facilitate equating the offer.
- b. Bidders bidding on a substitute MUST submit product literature prior to or with their bid. Referencing literature shall be accompanied by complete submittals in accordance with the specification of catalogs, test reports, brochures, and other descriptive literature and supporting data, sufficient in detail to permit evaluation of the proposed substitution without further reference. Bids received for items without the required literature will not be considered responsive.
- c. Failure to submit the above required information may result in rejection of the item.
- d. The Howard County Public School System shall be the sole authority as to whether items meet specifications or are an approved equal and further reserve the right to reject any or all proposals or waive any informality which may appear to be in its best interest.

## 13. BID ACCEPTANCE

- a. The Howard County Public School System reserves the right to accept or reject any and all bids, in whole or in part, received as a result of this bid or to waive minor irregularities, in any manner necessary, to serve the interest of The Board of Education. HCPSS further reserves the right to award in full, make multiple awards, partial awards, or to make no award at all.
- b. Bid prices shall remain firm for one hundred twenty (120) calendar days from the date of opening.

## 14. SAMPLES

- a. 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.



- b. 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.
- c. 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).
- d. 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.
- e. 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.

15. CONDITIONAL BIDS

- a. No proposal shall be considered which contains items 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.

16. PRICE

- a. Prices bid are to include all freight, delivery and fuel surcharges to The Howard County Public School System.

17. CONTRACT

- a. By submitting a response to this solicitation, the bidder affirms acceptance of all terms and conditions of this document and accepts that all parts of this solicitation will become the contract, including the general provisions, any addenda, amendments, modifications, or any other extraneous matter incorporated by reference, will be applicable to any contract(s) awarded as a result of this invitation to bid.

18. FUNDING

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

19. REFERENCES

- a. 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.

20. MATERIAL SAFETY DATA SHEETS

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

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

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

## 21. HAZARDOUS AND TOXIC SUBSTANCES

- a. Bidder must comply with all applicable Federal, State, County and bi-county laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances and regulations pertaining to access to information about hazardous and toxic substances, and as amended from time to time. Bidder shall provide HCPSS with a "Material Safety Data Sheet" 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.

## 22. INSURANCE

- a. See ATTACHMENT A, INSURANCE REQUIREMENTS. (If applicable)

## 23. ASSIGNMENTS

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

## 24. LABELING

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

## 25. DAMAGE

- a. Successful Bidders will be held responsible for, and be required to make good at their own expense, any and all damage done or caused by the Bidder or by its employees while executing the contract.

## 26. CARE OF PREMISES:

- a. 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' 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.

#### 27. PROCUREMENT CARD

- a. 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.

#### 28. BILLING AND PAYMENT

- a. Each Contractor shall provide an invoice, in duplicate, to be mailed to the Howard County Department of Education, Accounts Payable Office, 10910 Clarksville Pike, Ellicott City, MD 21042.. The invoice must contain the following information:

- i. the name of the school or department
- ii. the quantity
- iii. the name of the article & bid item number
- iv. the bid price in extension thereof each item
- v. the total cost
- vi. the date of delivery
- vii. the HCPSS purchase order number

#### 29. PERFORMANCE REQUIREMENT

- a. 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.

#### 30. TERMINATION DUE TO FUNDING

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

#### 31. TERMINATION FOR DEFAULT

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

### 32. CANCELLATION DUE TO PERFORMANCE

- a. Howard County Public Schools (HCPSS) reserves the right to cancel any contract, if, in its opinion, the Contractor's performance is unsatisfactory, or fails to adequately perform the stipulations of the bid, or of said contract and the general/special conditions and specification which are attached and made part of this proposal, or in any case of any attempt to willfully impose upon HCPSS any unacceptable quality. If at any time during the term of the contract, performance is deemed to be unsatisfactory, HCPSS shall so notify the contractor in writing, and the Contractor shall correct such unsatisfactory conditions within thirty (30) calendar days from receipt of such notification. If corrections are not made within the specified period, HCPSS may terminate the contract. Any action taken by HCPSS under this section shall not affect or impair any rights or claim of HCPSS to damages for the breach of any covenants of the contract by the contractor. Should the Contractor fail to comply with the conditions of this contract or fail to provide adequate services, HCPSS reserves the right to cancel the contract without incurring further liabilities on the part of HCPSS.

### 33. TERMINATION FOR CONVENIENCE

- a. 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.

### 34. MULTI-AGENCY PARTICIPATION

- a. 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.
- b. 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



**35. MINORITY BUSINESS ENTERPRISE PARTICIPATION**

- a. Certified Minority Business Enterprises are encouraged to respond to this solicitation notice. Minority Business Enterprise participation shall be as defined by the procedures established for State of Maryland funded public school construction projects.
- b. The contractor or supplier who provides materials, supplies, equipment, and/or services shall attempt to achieve the established goals determined for each project from certified minority business enterprises. The bidder agrees to make a good faith effort to achieve the established goals when applicable.

**36. TOBACCO FREE AND ALCOHOL/DRUG FREE ENVIRONMENT**

- a. 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.
- b. Repeated use or sale of tobacco on HCPSS property, or any use or sale of alcohol, misuse of other drugs, or any use of illegal drugs by a contract employee while servicing this contract or while on HCPSS property will result in a prohibition of that employee from servicing the HCPSS contract. Repeated instances of violations by contract employees may result in a default ruling and lead to contract termination.

**37. CRIMINAL HISTORY BACKGROUND CHECKS**

- a. 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.

**38. CHILD SEX OFFENDER NOTIFICATION**

- a. Sex Offender Requirement: Maryland law requires certain sex offenders to register with the local law enforcement agency; See Maryland Annotated Code, Criminal Procedure Article, §11-704. One of the purposes of this law, is to inform school systems when a Registered Sex Offender is residing or working in the area. When the sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.
- b. As a contractor working for Howard County Public School System (HCPSS), we require that you do not employ Registered Sex Offenders to work on projects for our school system if they, as a result, are required to perform delivery, installation, repair, construction or any other kind of services on HCPSS property. Further, Maryland Law that became effective June 22, 2006, requires that any person who enters a contract with a county board of education or a non-public



school "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender; See §11-722 Criminal Procedure Article. An employer who violates this requirement is guilty of a misdemeanor and if convicted may be subject to up to five years imprisonment and/or a \$5,000 fine.

- c. 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.
- d. 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.
- e. The contractor shall submit to HCPSS a listing of any employees assigned to perform under this agreement and certify that the necessary criminal history records checks have been conducted and that each employee complies with the requirements.

#### 39. BUILDING/SITE OCCUPANCY

- a. 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.

#### 40. OCCUPIED BUILDINGS – SIGN IN PROCEDURES

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

#### 41. IDENTIFICATION

- a. All contractor personnel, working in or around buildings designated under this contract, shall have a valid driver's license or photo ID in their possession at all times and wear distinctive uniform clothing while on the school system's premises.
- b. Contractors will be required to provide identification and sign-in and sign-out at the front office at each site on a daily basis during the course of each project.
- c. 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.

#### 42. CANCELLATION OF BID

- a. 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 Purchasing representative determines that it is in the best interest of HCPSS to cancel the bid.

#### 43. CONTRACT CHANGES

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

#### 44. DELIVERY

- a. All orders shall be delivered FOB destination to the designated School(s)/Office(s) location(s), as specified on the Purchase Order.
- b. Deliveries shall be made between 8:00 a.m. - 2:00 p.m., Monday through Friday, except holidays. Delivery time 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 at the sole option of The Howard County Public School System.
- c. 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.
- d. 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.
- e. **Prices are to include all freight and delivery charges.**
- f. 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.
- g. Orders are to be delivered in full within 14 days from receipt of order unless stated otherwise on the purchase order.

- h. 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.

#### 45. WARRANTY

- a. Product shall carry the standard factory warranty against defects in parts and workmanship for the time period stated in the product warranty specifications or as otherwise indicated in the solicitation documents,
- b. 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 HCPSS and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Said bidder 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.

#### 46. INDEMNIFICATION

- a. The Awarded Contractor shall be responsible for any loss, personal injury, expense, death and/or any other damage which may occur by reason of Contractor's 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 Contractor's 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.

#### 47. RESOLUTION OF DISPUTES

- a. 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.
- b. 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.
- c. Protests shall be filed in writing to the Purchasing Office within two days after notification.
- d. 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.



- e. Protests shall be addressed to Howard County Department of Education, 10910 Clarksville Pike, Ellicott City, Maryland 21042, Attn: CeCe Clement, Purchasing Manager, labeled "Protest". The written protest shall include as a minimum the following:
  - i. Name and address of the protester
  - ii. Appropriate identification of the bid
  - iii. Supporting exhibits, evidence, and/or documents to substantiate any claims.
  - iv. Suggested remedy(ies).

#### 48. ETHICS REGULATIONS

- a. 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.

#### 49. BEHAVIOR OF CONTRACTOR EMPLOYEES

- a. 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 insure that all technicians who work with HCPSS users exhibit a high degree of professionalism in their dealings with those users. The Contractor's employees and subcontractors shall be subject to and comply with all applicable HCPSS rules, regulations and policies which shall include those regulations relating to safety, security and campus parking. If deemed necessary, HCPSS reserves the right to demand the removal of any of the Contractor's employees/subcontractors from duty on its premises as a result of their violation of the standards set forth herein.

## SECTION 3. SPECIAL TERMS AND CONDITIONS

### 1. BIDDER'S QUALIFICATIONS

- a. Bidders may be required to furnish satisfactory evidence that they are qualified dealers or manufacturers of the items listed, or regularly engaged in performing the services on which they are bidding, and in both cases maintain a regularly established place of business. An authorized representative of The Howard County Public School System may visit any prospective contractor's place of business to determine his ability, capacity, reliability, financial stability, and other factors necessary to perform the contract.
- b. 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.
- c. 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 bidders capabilities and responsibility.

### 2. RESPONSIBILITY OF BIDDERS (Put this under the Bidders Qualification Section)

- a. The Contractor is assumed to be skilled in his trade, and is solely responsible for compliance with health and safety regulations, performing the work in a safe and competent manner, and in installation procedures required for the work as outlined in these Documents.

### 3. CONTRACT PERIOD

- a. The contract period will be for a period of one year from July 1, 2017 through June 30, 2018, and is renewable for five (5) additional one-year periods at the sole option of The Howard County Public School System.

### 4. CONTRACT MANAGER

- a. The Howard County Public School System's Contract Manager, Mr. Brian Ralph, Director, Food and Nutrition Services (410) 313-6736, shall be responsible for the day-to-day administration of the contract upon award by the Howard County Public School System. All communications shall be directed to the Contract Manager (or designee) only. No instructions, directions, and information shall be given to the Contractor by any other HCPSS personnel.

### 5. AUDIT

- a. The offerer shall permit audit and fiscal and programmatic monitoring of the work performed under this contract. HCPSS shall have access to and the right to examine and/or audit records, books, documents, and papers of the offerer and any subcontractor involving transactions related to this contract during the term of this contract and for a period of three (3) years after final payment of this contract. Therefore, the Offeror shall retain all books, records, and other documents relative to this contract for three (3) years after final payment. HCPSS and its authorized agents, and /or County auditors shall have full access to and the right to examine any of said materials during said period.



## 6. PERMITS, CODES, AND LAWS

- a. All work shall be in accordance with all State, County, Federal, and Governmental rules, regulations and laws including, but not limited to the following:
  - i. National Fire Protection Association (NFPA)
  - ii. Basic National Building Code (BOCA)
  - iii. International Building Code (IBC)
  - iv. State Building Code (SBC)
  - v. Local Building Codes (LBC)
  - vi. National Electrical Code (NEC)
- b. Where any of the above is at variance with the drawings and specifications, the code requirements shall take precedence, and any cost necessary to meet these shall be included in the Contract.
- c. The Contractor is assumed to be skilled in the trade, and is solely responsible for compliance with OSHA regulations, performing the work in a safe and competent manner and in installation procedures required for this work. All supervision assigned to this project shall be experienced in this type of work. This Contractor's Superintendent shall be designated as the "safety inspector," unless the Contractor appoints another.
- d. Contractor shall apply for, and pay for, all permits required to perform this work. These costs are to be included in Contractor's Bid Price.

## 7. ASBESTOS MATERIALS

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

## 8. 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.

#### 9. BARRICADES AND WARNING SIGNS

- a. 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.

#### 10. PRESERVATION AND RESTORATION OF PROPERTY

- a. 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.

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

#### 11. FINAL CLEANING

- a. 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.

#### 12. DEMONSTRATION

- a. 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.

#### 13. ESTIMATED QUANTITIES

- a. Estimated dollar volume for Food Service Non Food Supplies is \$400,000 annually. All quantities are estimated and are not to be construed as actual quantities to be ordered. Howard County Public Schools reserves the right to order any quantities necessary in order to maintain inventories at required levels.

#### 14. PRICE ADJUSTMENTS

- a. Annual price adjustments will be considered. The Howard County Public School System will consider adjustments based on the following conditions:
- b. 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.
- c. 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.

- d. In order to receive consideration for a price increase, the contractor must submit to The Howard County Public School System, sixty (60) days prior to contract expiration, a statement of any change in price to be applied.
- e. Price increase requests will not be considered if not accompanied with the proper information.

#### 15. SCHOOL CALENDAR

- a. The school calendar shall acquaint bidders with the days schools have scheduled closings. It shall be the successful Bidder's responsibility to become aware of nonscheduled closings due to inclement weather or other causes.
- b. See <http://www.hcpss.org/calendar/> for current calendar.

#### 16. SUBCONTRACTORS

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

#### 17. BUY AMERICAN:

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

#### 18. DEBARMENT AND SUSPENSION:

- a. See Attachment B, SUSPENSION AND DEBARMENT CERTIFICATION. Bidders are required to submit a signed Attachment B along with their Bid Price Sheet at time of bid.
- b. For all food service contracts to be paid with Federal assistance expected to equal or exceed \$25,000.00, HCPSS Food and Nutrition Services will obtain verification regarding debarment, suspension, ineligibility, and voluntary exclusion.
- c. To meet this requirement HCPSS Food and Nutrition Services shall check the Federal Excluded Parties List System at the site below and document that the vendor has not been debarred or suspended. Verification will occur prior to a vendor being chosen and before a contract has been offered.  
<https://www.sam.gov/portal/public/SAM/>



#### 19. SHORTAGES

- a. The Howard County Department of Education, 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.
- b. The Howard County Department of Education Food and Nutrition Services department 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.

#### 20. REJECTION OF ITEMS

- a. If after the award of this bid any item is found to be unsatisfactory even though it appeared to meet the bid specifications, the Howard County Department of Education reserves the right to reject the item and negotiate for a more satisfactory item.

#### 21. USAGE DATA

- a. 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.
- b. 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.

#### 22. SUBSTITUTIONS FOR DELIVERED PRODUCT

- a. Substitutions ARE NOT to be made, either by brand or type. The successful Contractor shall provide the brand initially offered and awarded.

#### 23. STANDARDS

- a. 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, and the Federal Food, Drug, and Cosmetic Act. NO substitutions will be permitted without prior written approval of the Contract Manager.

#### 24. ORDERING

- a. Orders shall be e-mailed from the Howard County Department of Education Food and Nutrition Service Office, 5451 Beaverkill Road, Columbia, Maryland 21044, bi-monthly on Thursday for delivery the following week, on Monday. Any time an order cannot be completed, filled, or delivered, the Food and Nutrition Service Contract Manager must be notified a minimum of 24 hours prior to the expected delivery day.

- b. The successful bidder shall honor orders received in accordance with the quantities required for the needs of the Food and Nutrition Services department.
- c. The Howard County Public School Systems Contract Manager or designee shall have the right to cancel any order with 24 hours notice and to make adjustments in the order up to and including the actual delivery.
- d. No Minimum order quantities shall be granted.

#### 25. PRODUCT UPDATES

- a. Information on product upgrades/updates and/or discontinued product shall be forwarded to the Custodial Services Department, 8790 Ridge Road., Ellicott City, MD 21043, Attn: Olivia Claus, (410) 313-2595, on a quarterly basis

#### 26. INSPECTION OF PREMISES

- a. 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.

#### 27. ASBESTOS, HAZARDOUS OR TOXIC SUBSTANCES

- a. 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.
- b. Vendor/Supplier may be required to submit documentation stating that the products bid do not contain asbestos materials.
- c. 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.

#### 28. PRODUCT TESTING DURING TERM OF CONTRACT

- a. Goods delivered under any contract resulting from this Request for Bid 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 College 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.

#### 29. PERFORMANCE REQUIRMENTS

- a. All items are to be UL tested.



- b. 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.

### 30. SECURITY

- a. HCPSS is required to assess risks, ensure data integrity, and determine the level of accessibility that must be maintained. Specific activities include:
  - i. Identification of security, privacy, legal, and other organizational requirements for recovery of school system institutional resources such as data, software, hardware, configurations, and licenses at the termination of the contract.
  - ii. Assessment of the contractor's security and privacy controls.
  - iii. Including HCPSS's security and privacy requirements in the agreement
  - iv. Periodic reassessment of contractor services provisioned to ensure all contract obligations are being met and to manage and mitigate risk.
- b. The Contractor is the owner or authorized user of the Contractor's software and all of its components, and Contractor software and all of its components, to the best of Contractor's knowledge, do not violate any patent, trademark, trade secret, copyright or any other right of ownership of any third party.
- c. Contractor shall (i) establish and maintain industry standard technical and organizational measures to help to protect against accidental damage to, or destruction, loss, or alteration of the materials; (ii) establish and maintain industry standard technical and organizational measures to help to protect against unauthorized access to the Services and materials; and (iii) establish and maintain network and internet security procedures, protocols, security gateways and firewalls with respect to the Services. Contractor software and its components are equipped and/or designed with systems intended to prevent industry known system attacks (e.g., hacker and virus attacks) and unauthorized access to confidential information.
- d. Report any confirmed or suspected breach of HCPSS data to HCPSS within one hour of discovery or detection. Any confirmed or suspected computer security incidents not resulting in breach of HCPSS data shall be reported to HCPSS within 12 hours of discovery or detection.
- e. Follow strong identity management characteristics and practices, requiring users to adhere to organizational usage, construction, and change requirements.
- f. Configure and maintain network to be suitably hardened against security threats and ensure adequate performance.
- g. On an annual basis, Contractor shall provide Service Organization Control (SOC) 2, Type 2 reports or equivalent, for all services and facilities from which

the services are provided. It is the Contractor's responsibility that such Reports are provided under the terms and conditions of this Contract without HCPSS being required to agree to additional terms and conditions that may be applied by a third party. If a Report states that a facility has failed to materially satisfy one or more control objectives, Contractor will, as HCPSS's sole remedy, use commercially reasonable efforts to cause the facility to materially satisfy all control objectives. If, despite Contractor's efforts, the facility cannot materially satisfy all relevant control objectives, Contractor will mitigate the issue in a commercially reasonable manner which may include the migration to an alternate facility which materially satisfies all control objectives. Failure to do so may be considered a material breach of this Agreement in the sole and reasonable discretion of HCPSS.

- h. HCPSS or an appointed audit firm (Auditors) has the right to audit Contractor and its sub-vendors or affiliates that provide a service for the processing, transport or storage of HCPSS data. Audits will be at HCPSS's sole expense which includes operational charges by Contractor, except where the audit reveals material noncompliance with contract specifications, in which case the cost, inclusive of operational charges by Contractor, will be borne by the Contractor. In lieu of HCPSS or its appointed audit firm performing their own audit, if Contractor has an external audit firm that performs a review, HCPSS has the right to review the controls tested as well as the results, and has the right to request additional controls to be added to the certified report for testing the controls that have an impact on its data.

### 31. ORAL PRESENTATION

- a. Bidders who submitted technical offers may be required to make individual presentations to HCPSS representatives in order to clarify their proposals.

### 32. CONFIDENTIALITY

- a. Bidders should give specific attention to the identification of those portions of their Technical Offers which they deem to be confidential, proprietary information or trade secrets, and provide any justification of why such materials, upon request, should not be disclosed by HCPSS under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6 of the Annotated Code of Maryland. Contractors must clearly indicate each and every section that is deemed to be confidential, proprietary, or a trade secret. It is not sufficient to preface your technical offer with a proprietary statement. Bid prices will be opened publicly.

### 33. BUILDING/SITE OCCUPANCY

- a. 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.

### 34. LOCAL OFFICE

- a. 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.

### 35. MAINTENANCE OF MANPOWER

- a. 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.

### 36. SIGN-IN REQUIRED - OCCUPIED BUILDINGS

- a. 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.
- b. 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 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.

### 37. WORKING HOURS

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

### 38. CONTRACTOR'S COORDINATOR

- a. 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.
- b. The Project Manager should be readily available to review all phases of the project when requested by the school system. The Contractor shall notify the school system for his approval of any changes in persons designated as Project Manager.

### 39. PRIME CONTRACTOR SUPERVISORY RESPONSIBILITIES

- a. The Offeror shall be responsible for supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees. The contractor will be responsible for ensuring that the supervisor or lead worker, including subcontractors, can communicate with College staff in English in fulfilling the terms of the contract.

#### 40. PROTECTION OF ADJACENT FACILITIES AND PROPERTY

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

#### 41. CARE OF PREMISES:

- a. 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 the College'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.

#### 42. LIQUIDATED DAMAGES

- a. Liquidated damages shall be assessed at the rate of five hundred dollars (\$500.00) per calendar day beyond the completion date indicated on the purchase order for work not 100% complete.
- b. The Contractor agrees that the sum specified for liquidated damages for delay by the Contractor is not a penalty and is liquidated damages, that the damages resulting to the Owner for delay in completion by the Contractor are difficult of ascertainment and that the amount specified is not grossly excessive and it is not out of proportion to the damages that might readily be expected to result from delay caused by the Contractor. Excluded from the liquidated damage provision, however, are any damages for loss of use of any facility of the Owner that arises from a delay and the Owner expressly reserves the right to claim damages for such loss of use. The Contractor agrees that it has freely bid on this contract with the full and complete knowledge of the provisions for liquidated damages and waives all objections to such provisions as a penalty.
- c. In addition, the Owner shall assess and deduct from the contract sum any and all extra costs associated with maintaining the project (e.g. engineering fees, Owner's overtime, etc.) for each calendar day of delay that the Contractor extends substantial completion of the entire work beyond the completion date or time stipulated in the Contract Documents.
- d. Any delays to projects must be communicated to the Contract Manager.

**THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM**  
 10910 Clarksville Pike, Ellicott City, Maryland 21042  
 (410) 313-6600 web site: [www.hcpss.org](http://www.hcpss.org)

**SCHOOL**

**PHONE**

**Elementary** (Grades K-5)

Atholton, 6700 Seneca Dr., Columbia 21046	(410)313-6853
Bellows Spring, 8125 Old Stockbridge Dr., Ellicott City 21043	(410)313-5057
Bollman Bridge, 8200 Savage-Guilford Rd., Jessup 20794	(410)880-5920
Bryant Woods, 5450 Blue Heron Ln., Columbia 21044	(410)313-6859
Bushy Park, 14601 Carrs Mill Rd., Glenwood 21738	(410)313-5500
Centennial Lane, 3825 Centennial Ln., Ellicott City 21042	(410)313-2800
Clarksville, 12041 Clarksville Pike, Clarksville 21029	(410)313-7050
Clemens Crossing, 10320 Quarterstaff Rd., Columbia 21044	(410)313-6866
Cradlerock Lower, 6700 Cradlerock Way, Columbia 21045	(410)313-7601
Dayton Oaks, 4691 Ten Oaks Rd, Dayton 21036	(410)313-1571
Deep Run, 6925 Old Waterloo Rd., Elkridge 21075	(410)313-5000
Ducketts Lane, 6501 Ducketts Lane, Elkridge 21075	(410)313-5050
Elkridge, 7075 Montgomery Rd., Elkridge 21075	(410)313-5006
Forest Ridge, 9550 Gorman Rd., Laurel 20723	(410)880-5950
Fulton, 11600 Scaggsville Rd., Fulton 20759	(410)880-5957
Gorman Crossing, 9999 Winter Sun Rd., Laurel 20723	(410)880-5900
Guilford, 7335 Oakland Mills Rd., Columbia 21046	(410)880-5930
Hammond, 8110 Aladdin Dr., Laurel 20723	(410)880-5890
Hollifield Station, 8701 Stonehouse Dr., Ellicott City 21043	(410)313-2550
Ilchester, 4981 Ilchester Rd., Ellicott City 21043	(410)313-2524
Jeffers Hill, 6000 Tamar Dr., Columbia 21045	(410)313-6872
Laurel Woods, 9250 N. Laurel Rd., Laurel 20723	(410)880-5960
Lisbon, 15901 Frederick Rd., Woodbine 21797	(410)313-5506
Longfellow, 5470 Hesperus Dr., Columbia 21044	(410)313-6879
Manor Woods, 11575 Frederick Rd., Ellicott City 21042	(410)313-7165
Northfield, 9125 Northfield Rd., Ellicott City 21042	(410)313-2806
Phelps Luck, 5370 Oldstone Court, Columbia 21045	(410)313-6886
Pointers Run, 6600 S. Trotter Rd., Clarksville 21029	(410)313-7142
Rockburn, 6145 Montgomery Rd., Elkridge 21075	(410)313-5030
Running Brook, 5215 W. Running Brook, Columbia 21044	(410)313-6893
St. John's Lane, 2960 St. John's Ln., Ellicott City 21042	(410)313-2813
Stevens Forest, 6045 Stevens Forest Rd., Columbia 21045	(410)313-6900
Swansfield, 5610 Cedar Ln., Columbia 21044	(410)313-6907
Talbott Springs, 9550 Basket Ring Rd., Columbia 21045	(410)313-6915
Thunder Hill, 9357 Mellenbrook Rd., Columbia 21045	(410)313-6922
Triadelphia Ridge, 13400 Triadelphia Rd., Ellicott City 21042	(410)313-2560
Veterans, 4355 Montgomery Road, Ellicott City 21043	(410)313-1700
Waterloo, 5940 Waterloo Rd., Columbia 21045	(410)313-5014
Waverly, 10220 Wetherburn Rd., Ellicott City 21042	(410)313-2819
West Friendship, 12500 Frederick Rd., W. Friendship 21794	(410)313-5512
Worthington, 4570 Roundhill Rd., Ellicott City 21043	(410)313-2825



**Middle** (Grades 6-8)

Bonnie Branch, 4979 Ilchester Rd., Ellicott City 21043	(410)313-2580
Burleigh Manor, 4200 Centennial Ln., Ellicott City 21042	(410)313-2507
Clarksville, 6535 S. Trotter Rd., Clarksville 21029	(410)313-7057
Dunloggin, 9129 Northfield Rd., Ellicott City 21042	(410)313-2831
Elkridge Landing, 7085 Montgomery Rd., Elkridge 21075	(410)313-5040
Ellicott Mills, 4445 Montgomery Rd., Ellicott City 21043	(410)313-2839
Folly Quarter, 13500 Triadelphia Rd., Ellicott City 21042	(410)313-1506
Glenwood, 2680 Route 97, Glenwood 21738	(410)313-5520
Hammond, 8110 Aladdin Dr., Laurel 20723	(410)880-5830
Harper's Choice, 5450 Beaverkill Rd., Columbia 21044	(410)313-6929
Lake Elkhorn, 6700 Cradlerock Way, Columbia 21045	(410)313-7601
Lime Kiln, 11650 Scaggsville Road, Fulton 20759	(410)880-5988
Mayfield Woods, 7950 Red Barn Way, Elkridge 21075	(410)313-5022
Mount View, 12101 Woodford Dr., Marriottsville 21104	(410)313-5545
Murray Hill, 9989 Winter Sun Rd., Laurel 20723	(410)880-5897
Oakland Mills, 9540 Kilimanjaro Rd., Columbia 21045	(410)313-6937
Patapsco, 8885 Old Frederick Rd., Ellicott City 21043	(410)313-2848
Patuxent Valley 9151 Vollmerhausen Rd. Jessup, 20794	(410)880-5840
Thomas Viaduct 7000 Banbury Drive, Hanover, 21076	(410)313-8711
Wilde Lake, 10481 Cross Fox Ln., Columbia 21044	(410)313-6957

**High** (Grades 9-12)

Atholton, 6520 Freetown Rd., Columbia 21044	(410)313-7065
Centennial, 4300 Centennial Ln., Ellicott City 21042	(410)313-2856
Glenelg, 14025 Burntwoods Rd, Glenelg 21737	(410)313-5528
Hammond, 8800 Guilford Rd, Columbia 21046	(410)313-7615
Howard, 8700 Old Annapolis Rd., Ellicott City 21043	(410)313-2867
Long Reach, 6101 Old Dobbin Ln., Columbia 21045	(410)313-7117
Marriotts Ridge, 12100 Woodford Dr., Marriottsville 21104	(410)313-5568
Mt. Hebron, 9440 Route 99, Ellicott City 21042	(410)313-2880
Oakland Mills, 9410 Kilimanjaro Rd., Columbia 21045	(410)313-6945
Reservoir 11550 Scaggsville Rd., Fulton 20759	(410)888-8850
River Hill, 12101 Clarksville Pike, Clarksville 21029	(410)313-7120
Wilde Lake, 5460 Trumpeter Rd., Columbia 21044	(410)313-6965

**Special Schools**

Applications & Research Lab, 10920 Clarksville Pike, Ellicott City 21042	(410)313-6998
Cedar Lane, 11630 Scaggsville Rd., Fulton 20759	(410)888-8800
Homewood Center, 10914 Clarksville Pike, Ellicott City 21042	(410)313-7081

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Ascend One, 8930 Stanford Blvd., Ste. 201, Columbia 21045	(410)313-6876
Building Services, 9020 Mendenhall Ct., Columbia 21045	(410)313-7084
Custodial Services, 9020 Mendenhall Ct., Columbia 21045	(410)313-2595
Dept. of Education, 10910 Clarksville Pike, Ellicott City 21042	(410)313-6600
Grounds, 8800 Ridge Road, Ellicott City 21043	(410)313-2577, 2578 & 2579
Logistics Center, 6675 Ambernton Drive, Elkridge 21075	(410)313-7627

**APPLIANCES & KITCHEN EQUIPMENT  
 BID #021.18.B2**

**PROPOSAL**

ITEM	DESCRIPTION	UNIT COST
1.	<b>DISHWASHER</b> , under counter, 34-1/2"H x 26-1/2"D x 23.875"W, with 5 cycles, super capacity, tall tub design, one-year warranty Color: White. <b>Whirlpool Model WDT720PADW or equal</b>	\$ _____
	_____ Make & Model No.	
2.	<b>DISHWASHER</b> , under counter, 33.5"H x 24"W x 25"D, washing; auto temp control; 4-cycles; NSF Certified Rinse; Energy Star Compliant; one-year warranty Color: White. <b>Kenmore 02214422000 or equal</b>	\$ _____
	_____ Make & Model No.	
3.	<b>GARBAGE DISPOSER</b> , 1/2 Horsepower motor, 9"x9"x14.2" <b>Waste King 2600 or equal</b>	\$ _____
	_____ Make & Model No.	
4.	<b>WASHER</b> , 4.8 cu. ft. capacity, 40.25"H x 27.50"W x 28"D Top Loading; 26 cycles; Energy Star Qualified; one-year warranty <b>Whirlpool WTW7300DW or equal</b>	\$ _____
	_____ Make & Model No.	
5.	<b>FRONT LOAD WASHER</b> , 4.2 cu. ft., Energy Star Compliant; 5 waters temps; 39.75"H x 27"W x 33.125"D. 15 amp; 110/120V <b>Kenmore 02641162000 or equal</b>	\$ _____
	_____ Make & Model No.	
6.	<b>DRYER, electric</b> , 7.6 cu. ft. capacity, 44"H x 30"D x 29"W Moisture Sensor; Wrinkle Shield; 9 cycles & Wrinkle Sheild; Color: white. <b>Kenmore 02662332000 or equal</b>	\$ _____
	_____ Make & Model No.	



ITEM	DESCRIPTION	UNIT COST
7.	<b>FRONT LOAD DRYER, electric</b> , 7.4 capacity; dual-sensor; NSF-certified; sanitize cycle; customizable cycle setting; express dry cycle; 38.75"H x 27"W x 29.5"D. <b>Whirlpool WED75HEFW or equal</b>	\$ _____
_____ Make & Model No.		
8.	<b>STACKABLE WASHER/DRYER, 24"</b> (APT. SIZE/COMPACT) 1.5 Cu. Ft. washer capacity; 5 automatic cycles; 4 wash temp combinations; 3.4 Cu. Ft. dryer capacity; 110/120V, 30 amps <b>Kenmore 02681422000 or equal</b>	\$ _____
_____ Make & Model No.		
9.	<b>WASHER/DRYER STACKER KIT</b> ; to stack front load washer and dryer (models listed above). <b>Whirlpool W10298318RP or equal</b>	\$ _____
_____ Make & Model No.		
10.	<b>30" FREESTANDING RANGE</b> , with self-cleaning oven; 4.8" cu. ft. capacity; (2) 8" coil elements & (2) 6" coil elements; 220/240V, 40 amps 47.875"H x 27-3/4"D x 29.875"W; clock and timer; auto over light. Color: White. <b>Whirlpool WFC310S0EW or equal</b>	\$ _____
_____ Make & Model No.		
11.	<b>30" SLIDE-IN RANGE</b> , electric, self-cleaning 4.6 Cu. Ft. oven, 36.375" H x 28.3" D x 30"W, (2) 8" coil elements & (2) 6" coil elements Color: White. <b>Kenmore 02242522000 or equal</b>	\$ _____
_____ Make & Model No.		
12.	<b>RANGE, DROP-IN, electric</b> , 28-1/2"H x 28-3/4" D x 30-3/4"W, Free standing, electronic clock, oven and timer controls, Hot surface indicator; (2) 8" Coil elements & (2) 6" Coil elements Self-clean oven. 4.5 cu. ft oven capacity; Color: White <b>Whirlpool Model WFC310SOEW or equal</b>	\$ _____
_____ Make & Model No.		

ITEM	DESCRIPTION	UNIT COST
13.	<b>RANGE HOOD - NON-VENTED</b> , 5"H x 18-11/16"D x 30"W, Two-Speed Fan & cooktop light; one-year warranty Color: white. <b>Kenmore 02253345000 or equal</b>	\$ _____
Make & Model No.		
14.	<b>OVER-THE-RANGE MICROWAVE &amp; HOOD</b> ; 2-speed hood fan; 1000 watt microwave; 10 power levels; hidden vent; night light 1.7 cu. Ft. Color: White. <b>Whirlpool Model WMH31017FW or equal</b>	\$ _____
Make & Model No.		
15.	<b>COUNTERTOP MICROWAVE</b> Fullsize, 1.6 cu. ft. capacity; 1200 watts; Sensor Cooking 13"H x 21-3/4"W x 17-1/4"D; Color: White; one-year warranty <b>Kenmore 02076982000 or equal</b>	\$ _____
Make & Model No.		
16.	<b>REFRIGERATOR, UNDERCOUNTER</b> , 4.3 Cu. Ft., Stainless Steel 34.4"H x 21.25"W x 22.8"D; one-year warranty <b>Avanti RM4436SS or equal</b>	\$ _____
Make & Model No.		
17.	<b>REFRIGERATOR/Freezer, UNDER COUNTER</b> , 4.2 Cu. Ft. <u>with locking outer door.</u> 33-1/2" x 23-5/8" x 23-1/2"; 1-year warranty <b>Frigidaire FFPS4533QM or equal</b>	\$ _____
Make & Model No.		
18.	<b>REFRIGERATOR, 19.2 cu. ft. with icemaker (and hook-up)</b> Frost-free, adjustable glass shelves, clear door bins; auto defrost system; Energy Star qualified; 65.875"H x 32.875"D x 29.75"W. <b>Whirlpool Model WRT549SZDW &amp; Whirlpool ECKMFEZ2 or equal</b>	\$ _____
Make & Model No.		



ITEM	DESCRIPTION	UNIT COST
19.	<b>REFRIGERATOR, 22.1 cu. ft.</b> , Single Door & <b>Bottom Freezer</b> ; <b>no water dispenser</b> ; 70"H x 32.75"W x 33.38"D. Engery Star qualified <b>Whirlpool WRB322DMBW or equal</b>	\$ _____
_____ Make & Model No.		
20.	<b>REFRIGERATOR, 20.2 cu. ft. with icemaker (and hook-up)</b> Auto-defrost freezer, adjustable glass shelves. 66.125"H x 29.752"W x 33.375"D, Color: White; Energy Star qualified <b>LG LTCS20220W or equal</b>	\$ _____
_____ Make & Model No.		
21.	<b>REFRIGERATOR, 23.8 cu. Ft., with Top Mount Freezer</b> , Adj. glass shelves; icemaker; internal water dispenser; 68-1/2"H x 32-3/4"W x 33.375"D; <b>right hinge</b> ; White <b>LG LTC524223W or equal</b>	\$ _____
_____ Make & Model No.		
22.	<b>REFRIGERATOR, 25.1 cu. ft., Side-By-Side, with icemaker (and hook-up)</b> , No-frost freezer, adj. glass shelves, with water dispenser & filtration system, 68.875" x 35.5"W x 32.37"D. Energy Star qualified. <b>Whirlpool WRS325FDAW or equal</b>	\$ _____
_____ Make & Model No.		
23.	<b>REFRIGERATOR WITHOUT FREEZER, 16.6 Cu. Ft., White</b> Adjustable shelves; frost free, 68.875" x 35.5"W x 32.37"D <b>Frigidaire FFRU17BQW or equal</b>	\$ _____
_____ Make & Model No.		
24.	<b>REFRIGERATOR, Commercial, 35 cu. Ft.</b> solid door refrigerator with 2 doors which are lockable, interior is aluminum with stainless steel floor, 120V. Price to include installing casters; 83-5/16"H x 39.5"W x 29.5"D. <b>True T-35 or equal</b>	\$ _____
_____ Make & Model No.		

ITEM	DESCRIPTION	UNIT COST
25.	<b>FREEZER, 15.8 Cu. Ft.</b> Frost-free upright, slide-out basket, built-in lock, interior light, 4 cabinet shelves; 4 door shelves; Energy Star qualified Color: white. <b>Frigidaire FFFH17F1RW or equal</b>	\$ _____
<hr/> Make & Model No.		
26.	<b>FREEZER, 7.2 cu. Ft., Chest</b> , manual defrost; Slide-out baskets; 38.7W x 22"D x 34.4"H. <b>GE FCM7SKWW or equal</b>	\$ _____
<hr/> Make & Model No.		
27.	<b>COMMERCIAL STAND MIXER</b> Solid-state, six speed mixing action, flat beater, dough hook, wire whip, 5-qt stainless steel mixing bowl with sure grip handle. 10-SPEED. 325 watts. <b>Kitchen-Aid KSM150PS or equal</b>	\$ _____
<hr/> Make & Model No.		
28.	<b>COMMERCIAL FOOD PROCESSOR</b> Continuous feed attachment and separaret cutter bowl. Ability to cut, chip, grind, slice, shred, pix, puree and knead. 10-cup capacity. 3-yr motor warranty. <b>Robot Coupe R2N or equal</b>	\$ _____
<hr/> Make & Model No.		
29.	<b>COMMERCIAL FOOD PROCESSOR, 3-1/2 QT</b> 1 HP; pulse control; safety interlock; with whipping disc, 2-sided shredding disc, grating disc and 16-point adj. slicing disc; 5-yr motor/2-yr part & labot warranty. <b>Waring WFP14S or equal</b>	\$ _____
<hr/> Make & Model No.		
30.	<b>DELUXE CHAFING SET</b> , 18/8 stainless steel set with full size roll top cover AND lift-off lid. Complete chafing dish with frame, water pan, food pan, covers and fuel holders. <b>DWL Industries C-5080 or equal</b>	\$ _____
<hr/> Make & Model No.		



ITEM	DESCRIPTION	UNIT COST
31.	<b>FOOD BLENDER</b> , with tough see-through lid, control panel featuring a PULSE mode and an encased 3.75 H.P. motor. Stainless steel container and blades and two (2) handles. 1 Gallon capacity. NSF, UL. <b>Waring CB15 or equal</b>	\$ _____
<hr/> Make & Model No.		
32.	<b>COMMERCIAL BLENDER</b> , 3 HP, 64 oz. capacity; variable speeds; accelerator tool; removable lid plug; chops, grinds and blends. 3-Yr motor base & 1-Yr labor warranty. <b>Vita Mix 1005 or equal</b>	\$ _____
<hr/> Make & Model No.		
33.	<b>KNIFE SHARPENING STATION</b> <b>Edgecraft Chef's Choice M130 Professional or equal</b>	\$ _____
<hr/> Make & Model No.		
34.	<b>ELECTRIC STEAM TABLE TOP/WARMER</b> , 120 volt, with a minimum of two <b>individually operated</b> temperature controls; at least one shallow well fitting a hotel pan and two deep wells for soups, stews and chilis. Table body, wells and top constructed of stainless steel. 1 year parts and labor warranty. <b>Eagle Metal Masters DHT3-120 or equal</b>	\$ _____
<hr/> Make & Model No.		
35.	<b>OVERSIZED WARMER</b> , stainless steel exterior and well. Element is "W" shaped for even heating. Fully insulated bottom. Infinite control with bi-metal thermostat and pilot light. Holds four 1/3 size pans with a total of 28.5 quart capacity. 14-1/2"W x 29-1/2"D x 9"H. UL. 120V, 1500 watts, 12.5 amps <b>APW Wyott W43V or equal</b>	\$ _____
<hr/> Make & Model No.		
36.	<b>BUSSING SYSTEM</b> , consists of 200 lb. capacity, three shelf cart with three 15" x 30' x 5" black bus boxes, silverware bin and refuse bin. Plastic 4" casters. Grey finish. Height between shelves is 12". Cart only, NO accessories <b>Vollrath 97112 or equal</b>	\$ _____
<hr/> Make & Model No.		

ITEM	DESCRIPTION	UNIT COST
37.	<b>HEAVY DUTY CITRUS JUICER.</b> Heavy duty, direct drive motor; stainless steel juice collector and polycarbonate motor housing. 1800 RPM speed motor. 19-1/2"H x 10" diameter. 120V. <b>Waring JC4000 or equal</b>	<u>\$</u>
<hr/> Make & Model No.		
38.	<b>ALL STAINLESS STEEL WORK TABLE.</b> 30"W x 72"L x 34"H Stainless steel lower shelf (not galvanized), adjustable ABS buffet feet, all edges finished. <b>Eagle T3072SEB or equal</b>	<u>\$</u>
<hr/> Make & Model No.		
39.	<b>STAINLESS STEEL FRONT LOAD BUN PAN RACK,</b> holds minimum of 18 pans (pan dimension is 18" x 26" bun pan, 18" x 13" trays with two per shelf); rolls on bolted casters; open sides <b>Kelmax 4J0073 or equal</b>	<u>\$</u>
<hr/> Make & Model No.		
40.	<b>3-SHELF UTILITY PLASTIC UTILITY CART,</b> heavy duty, with open sides and 4 swivel casters. Minimum 300 lb. capacity. <b>Rubbermaid FG409100BLA or equal</b>	<u>\$</u>
<hr/> Make & Model No.		
41.	<b>DIGITAL PORTION CONTROL SCALE,</b> .1 accuracy; measures up to 5 lbs. Stainless steel construction. <b>Globe EQU-GPS5 or equal</b>	<u>\$</u>
<hr/> Make & Model No.		
42.	<b>PORTABLE BUTANE SINGLE BURNER STOVE,</b> with self-ignition (automatic ignition). Uses disposable butane canisters, and comes with carrying case. <b>Mr. Bar-B-Q I-90004 or equal</b>	<u>\$</u>
<hr/> Make & Model No.		
43.	<b>COUNTERTOP INDUCTION RANGE,</b> 1800 watt <b>Vollrath 59500 or equal</b>	<u>\$</u>
<hr/> Make & Model No.		



ITEM	DESCRIPTION	UNIT COST
44.	<b>11 Qt. SOUP RETHERMALIZER KETTLE, Black Vollrath 72175 Black or equal</b>	\$ _____
_____ Make & Model No.		
45.	<b>COMMERCIAL BLENDER, with 3-HP motor, tamper, 64 oz. container; with variable speed controll Vita Mix 1005 or equal</b>	\$ _____
_____ Make & Model No.		

**Discounts for appliances NOT on List:**

Dishwashers	%
Washers	%
Dryers	%
Ranges	%
Wall Ovens	%
Refrigerators	%
Other	%
<b><u>ON-SITE VISIT TO SCHOOL TO TAKE MEASUREMENTS (IF NEEDED):</u></b>	\$ _____

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

BID SIGNATURE SHEET

**Bidder's Certification**

I/we hereby propose to furnish and deliver supplies, equipment, or services, in accordance with specifications and stipulations contained herein, and at the prices quoted. I/we certify that this bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same supplies, materials, or equipment and is in all respects fair and without collusion or fraud.

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.

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.

I hereby certify that I am authorized to sign for the bidder.

Submitted by:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Street Address City, State and Zip Code

\_\_\_\_\_  
Telephone No. Fax No. e-mail Address

\_\_\_\_\_  
Name & Title of Person Authorized to Sign Bids

\_\_\_\_\_  
Signature of Authorized Representative Date

Contact for Inside Administration:

\_\_\_\_\_  
Name Telephone No. Fax No. Email Address

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

The undersigned hereby acknowledges the receipt of the following addenda:

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_