

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

INVITATION TO BID

PLUMBING SUPPLIES BID #050.18.B3

To All Interested Bidders:

Re: NOTICE TO BIDDERS
Plumbing Supplies, Bid #050.18.B3.

The Howard County Public School System requests your bid for Plumbing Supplies to be utilized by the Building Services department at facilities within the school System. Bidders are required to provide a percentage discount off of list price relative to the plumbing categories listed in these documents.

Bid documents may be obtained on **Friday, April 6, 2018** at the Howard County Department of Education, Purchasing Office website www.hcpss.org/about-us/purchasing/current-bids/.

The Purchasing Office's contact for this project is Mr. Joe Veslany, jveslany@hcpss.org, (410) 313-6723.

Bids shall be submitted in a sealed envelope clearly marked "**BID**", "**Plumbing Supplies**" "**Bid #050.18.B3**", to the Howard County Department of Education, Purchasing Office, 10910 Clarksville Pike, Ellicott City, Maryland 21042 no later than **Tuesday, April 24, 2018 at 10:00 A.M.** 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.

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

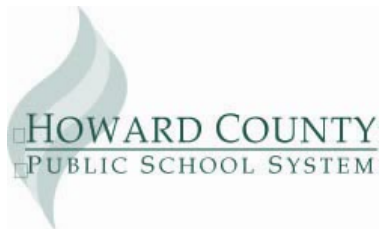
All questions shall be directed, in writing, no later than 12:00 P.M., April 13, 2018 to Mr. Joe Veslany, Procurement Specialist, jveslany@hcpss.org. The Howard County Public School System is under no obligation to respond to any questions that are received after the cutoff date and time. Only answers provided via addenda issued by the HCPSS will be binding. Under no circumstances are bidders, including third party vendors or their staff, to contact any other HCPSS Staff, employees or any related constituency for purposes associated with this solicitation, including but not limited to, obtaining or providing information. **Bidders failing to comply with this requirement may be disqualified.**

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

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

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.

Joe Veslany
Buyer



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

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

NO BID REPLY FORM

Sealed Bid For: Plumbing Supplies

Bid Number: 050.18.B3

Bidder: _____

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

We must offer a "No Bid" at this time because:

_____ 1. We do not wish to bid under the terms and conditions of the Bid document. Our objections are:

_____ 2. We do not feel we can be competitive.

_____ 3. We can not submit a bid because of the marketing or franchising policies of the manufacturing company.

_____ 4. We do not wish to sell to The Howard County Public School System. Our objections are:

_____ 5. We do not sell the item(s)/service(s) requested in the specific specifications.

_____ 6. Other: _____

April 6, 2018
Issue Date

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

SEALED BID FOR:	Plumbing Supplies
BID NUMBER:	050.18.B3
PRE-BID DATE:	N/A
PRE-BID TIME:	N/A
PRE-BID LOCATION:	N/A
LAST DATE & TIME FOR QUESTIONS:	April 13, 2018 at 12:00 PM in writing Submit To: Joe Veslany at jveslany@hcpss.org
BID OPENING DATE:	Tuesday, April 13, 2018
BID OPENING TIME:	10:00 AM
BUYER:	Joe Veslany, phone: 410-313-6723, fax: 410-313-6789 email: jveslany@hcpss.org

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

PLUMBING SUPPLIES

BID #050.18.B3

I. INSTRUCTION TO BIDDERS

A. BID PREPARATION

1. One (1) complete set of Invitation for Bid, consisting of: (1) General Provisions; (2) Terms and Conditions; (3) the Specifications; (4) any plans or drawings made part of the Invitation for Bid; (5) any addenda, shall be provided to each prospective Bidder. The original Bid Price Sheet/Form of Proposal must be returned: (1) with all questions answered; (2) without alteration; (3) with the BID SIGNATURE SHEET or No Bid Reply form properly signed; (4) sealed and enclosed in a envelope; (5) to the Purchasing Office, The Howard County Public School System, 10910 Clarksville Pike, Ellicott City, Maryland 21042, either mailed or hand carried before the time and date stated for return of bid. Telephone, facsimile, and/or electronic bids will not be accepted. It is the Bidders responsibility to ensure that his bid is delivered to the proper place prior to the scheduled opening time.
2. The remaining documents consisting of all pages of the Invitation for Bid, the General Provisions, Terms and Conditions, any plans, drawings or extraneous matter, are to be retained by the bidder and will form part of the contract resulting from the Invitation for Bid.
3. It is the Bidder's responsibility to examine and understand all parts of the Invitation for Bid including all parts of the bidding documents, any addenda, drawings, or reference matter.
4. Any clarification or explanation desired by the Bidder, regarding the meaning or interpretation of the Invitation for Bid, or any part thereof, must be made in writing to the Purchasing Office of The Howard County Public School System, 10910 Clarksville Pike, Ellicott City, Maryland 21042, allowing sufficient time for a reply to reach all prospective bidders for the time and date scheduled for the return of the bid.

B. ISSUING OFFICE

- a) 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/>

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

A. QUESTIONS AND INQUIRIES

1. For purposes of preparation and submittal of a bid contact Joe Veslany, 410-313-6723, jveslany@hcpss.org of the issuing office. All questions are due by April 18, 2017.

2. Items affecting the scope of work or conditions of the contract shall be subject to the conditions of Addenda.

C. DUE DATE AND TIME

1. Bid responses must be submitted to the Howard County Department of Education, Purchasing Office, 10910 Clarksville Pike, Ellicott City, Maryland 21042, no later than the time and date specified on the bid cover sheet. Bids will be publicly opened.
2. HCPSS recommends against use of mail or delivery services that will not guarantee delivery directly to the Purchasing Office. Bids 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.

D. INCLEMENT WEATHER OR OTHER UNANTICIPATED HCPSS CLOSINGS

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

E. ADDENDA AND CHANGES

1. HCPSS reserves the right to change the contents of this solicitation. Changes will be made in the form of written addenda and posted to the HCPSS Purchasing web site at www.hcpss.org/about-us/purchasing/current-bids/.
2. It is the bidder's sole responsibility to monitor the Purchasing web site prior to submitting their bid and acknowledge receipt of said addenda on the proper bid form. Failure to do so may result in non- receipt of important information and may not relieve such bidder from any obligation under his/her bid submittal.

F. WITHDRAWAL OF BIDS

1. Bids may be withdrawn by written, facsimile, or telegraphed notice if given prior to the time and date specified for the return of bid. Telephone calls for these purposes are not acceptable.
2. No bid shall be withdrawn after the scheduled closing time for opening bids.

G. ERRORS IN BIDS

1. 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.
2. Neither law nor regulation makes allowance for errors of omission on the part of the Bidders.

H. TAXES

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

I. TRADE DISCOUNTS

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

J. TIME DISCOUNTS

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

K. MULTIPLE PRICES

1. Regardless of the availability of several items that perform the same function as the item(s) described in the solicitation, the bidder must decide which item to offer and submit one price only.

L. BRAND NAME OR EQUAL

1. 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.
2. 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.
3. 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.

M. SPECIFICATIONS

1. 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.
2. Failure to submit the above required information prior to or with the bid may result in rejection of the item.

N. PROPOSED SUBSTITUTIONS

1. Bidders bidding on a substitute MUST submit product literature prior to bid due date 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.

2. The Howard County Public School System shall be the sole authority as to whether items meet specifications or are an approved equal, and further reserves the right to reject any or all proposals or waive any informality which may appear to be in its best interest.

O. BID ACCEPTANCE

1. Unless otherwise stated by the Bidder in his bid, prices offered will be considered to allow (120) days for acceptance.
2. 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.

P. BIDDER'S QUALIFICATIONS

1. Bidders may be required to furnish satisfactory evidence that they are qualified dealers or manufacturers of the items listed, or regularly engaged in performing the services on which they are bidding, and in both cases maintain a regularly established place of business. An authorized representative of The Howard County Public School System may visit any prospective contractor's place of business to determine his ability, capacity, reliability, financial stability, and other factors necessary to perform the contract.
2. Bidders must be authorized distributors for items listed in this bid. The Howard County Public School System reserves the right, before awarding the contract, to require bidders to submit evidence of qualification as it may deem necessary, in order to determine the Bidder's qualifications and abilities.

Q. SIGNATURE TO BID

1. 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.

R. CONTRACT AWARD

1. It is the intent of The Howard County Public School System to award to the lowest responsive Bidder(s) meeting specifications offering the highest "Discount Off of List" relative to the list price per category 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.
2. 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.
3. The Board of Education of Howard County reserves the right to reject any or all bids, in whole or in part to make partial awards, to waive any irregularity, to increase or decrease quantities where quantities are shown and may reject any bid which indicates any omission, contains alteration of form or additions, or

imposes conditions or offers alternate items and may make any award which is deemed in the best interest of The Howard County Public School System.

S. BASIS FOR AWARDING BIDS

1. It is the intent of The Howard County Public School System to award to the lowest responsive Bidder(s) meeting specifications offering the highest "Discount Off of List" and lowest pricing relative to the plumbing categories listed. The Howard County Public School System retains the right to award item-by-item, group-by-group, in full, or to make no award at all.
2. The Howard County Department of Education shall be the sole authority as to whether items meet specifications or are an approved equal and further reserves the right to reject any or all proposals or waive any informality which may appear to be in its best interest.

T. OPENING PROCEDURES

1. 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.
2. During the period of evaluation, no Bidder shall contact any member or employee of the Howard County Public School System concerning award. Such action may result in the Bidders offer being removed from evaluation and rendered nonresponsive.

U. SAMPLES

1. When requested, samples shall be delivered to the Howard County Department of Education prior to the scheduled bid opening. Samples are not required when none are requested. Samples shall be properly labeled to indicate name of Bidder, date of bid opening, bid number, and item number. 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.
2. 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).
3. 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.
4. 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.\

V. INSURANCE

1. See ATTACHMENT A, INSURANCE REQUIREMENTS.
2. **Bidders shall submit a copy of insurance certificate with their bid.**

W. ETHICS REGULATIONS

1. The Board of Education of Howard County has adopted an Ethics Regulation policy. Required by the Annotated Code of Maryland, these Ethics Regulations

cover members of the Board of Education, the Superintendent, and all employees; and it specifies limits of participation of these individuals with entities doing business with The Howard County Public School System. For a copy of the regulations, please contact the Purchasing Office, Howard County Department of Education (410) 313-6644.

II. TERMS AND CONDITIONS

A. INTENT

1. It is the intent of this bid to establish a contract to provide plumbing supplies for The Howard County Public School System's (HCPSS) Building Services office in accordance with the bid documents, terms and conditions, the specifications, and any addenda.

B. QUOTATIONS

1. No proposal shall be considered which contains 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.**

C. PRICE

1. Prices shall be all inclusive and include all freight, delivery, set up, disposal and training costs to The Howard County Public School System.

D. CONTRACT

1. If this bid is accepted and awarded, it will become the contract. All parts of this bid, 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.

E. CONTRACT PERIOD

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

F. HCPSS CONTRACT MANAGER

1. The Howard County Public School System's Contract Manager, Mr. Rick Bilenki (410) 313-7084, 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.

G. FUNDING

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

H. PRICE ADJUSTMENTS

1. Annual price adjustments will be considered. The Howard County Public School System will consider adjustments based on the following conditions:
2. 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.

3. 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.
4. In order to receive consideration for a price increase, the Vendor 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.
5. Price increase requests will not be considered if not accompanied with the proper information.

I. REFERENCES

1. The Howard County Public School System reserves the right to contact any references available in order to evaluate product.

J. ESTIMATED QUANTITIES

1. Estimated dollar volume for plumbing supplies is \$100,000 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. Quantities will not be increased to maximize load capacities for the awarded Contractor(s). It is the responsibility of the awarded Contractor(s) to ensure quantities ordered are not delayed due to shipping requirements required by them from the product manufacturers. Any additional freight/cost requirements needed to meet maximum load capacities from manufacturers of products will be the responsibility of the Contractor(s).

K. ORDERS

1. Orders shall be in the form of an official Howard County Public School System Purchase Order. No deliveries are to be made under any contract resulting from this bid without a purchase order.
2. 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.
3. No Minimum order quantities shall be granted.

L. PROCUREMENT CARD

1. The Howard County Public School System utilizes a Purchasing Card Program. Purchases resulting from this solicitation may be made through a Visa/Mastercard credit card. Bidders are prohibited from charging any additional costs/fees above and beyond the established contract prices to process such orders. Bidders lacking Visa/Mastercard capability should contact the Purchasing Office.

M. BILLING AND PAYMENT

1. The contractor shall submit invoices to the Howard County Department of Education, (Name of Department), 10910 Clarksville Pike, Ellicott City, MD 21042, Attn: (Name of Contact), at the completion of each job. Invoices must contain the following information:

- a) Purchase Order Number
- b) Name of school
- c) Description of equipment and quantities
- d) Delivery and completion date
- e) Total due

N. DELIVERY

- 1. All orders shall be delivered FOB destination to the Howard County Public School System, Building Services Department, 9020 Mendenhall Court, Columbia, Maryland 21044, (410)-313-7084, between 9 a.m. - 3 p.m., Monday through Friday, except holidays. The Contract Manager, Rick Bilenki, 410-313-7084 shall be contacted twenty-four hours prior to delivery.
- 2. **Prices are to include all freight, delivery and fuel surcharges.**
- 3. **All orders must be delivered in full within 7 days from receipt of order unless stated otherwise on the purchase order.** Orders not completed within the specified time period will be subject to cancellation at the sole option of The Howard County Public School System.
- 4. 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.
- 5. **It is the responsibility of the awarded Contractor(s) delivery personnel to unload all deliveries inside each location without assistance of school personnel. The Howard County Public School System will not sign for or assume responsibility of deliveries until they have been properly unloaded by the Contractor's delivery personnel at the School/Office location.**

O. LABELING

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

P. DAMAGE

- 1. 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 their employees while executing the contract.

Q. MATERIAL SAFETY DATA SHEETS

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

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

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

R. ASBESTOS, HAZARDOUS OR TOXIC SUBSTANCES

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

2. Vendor/Supplier may be required to submit documentation stating that the products bid do not contain asbestos materials.
3. Bidders must comply with all applicable Federal, State, and County laws, ordinances and regulations pertaining to shipping, handling, distribution and access to information about hazardous and toxic substance and as amended from time to time.

S. PERFORMANCE REQUIREMENTS

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

T. SITE INVESTIGATION

1. By submitting a bid the Contractor acknowledges that they have investigated and satisfied themselves as to the conditions affecting the work, including, but not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, and electric power. Any failure by the Contractor to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the cost of successfully performing the work. HCPSS shall not be responsible for any conclusions or interpretations made by the Contractor of the information made available by HCPSS.

U. IDENTIFICATION

1. All contractor personnel, working in or around buildings designated under this contract, shall have a valid driver's license or photo ID in their possession at all times and wear distinctive uniform clothing while on the school system's premises.
2. Contractors will be required to provide identification and sign-in and sign-out at the front office at each site on a daily basis during the course of each project.
3. The contractor shall determine and provide additional personal protective equipment required for the safe performance of work. Protective clothing, equipment, and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used. Vehicles used by the contractor must be identified in accordance with state and local regulations and, if applicable, be labeled with an appropriate license number identifying the company's business license.

V. SUBCONTRACTORS

1. Bidders shall note on the Bid Price Sheet the names of any subcontractors proposed to complete any portions of work under this contract. Subcontractors may not be employed to perform any work under any resulting contract(s) unless specifically approved by the Contract Manager.
2. Nothing contained in these contract documents shall create any contractual relation between any subcontractor and the Howard County Public School System.

W. PERMITS, CODES, AND LAWS

1. All work shall be in accordance with the following rules and regulations and any applicable laws:
 - (1) National Fire Protection Association (NFPA)
 - (2) Basic National Building Code (BOCA)
 - (3) State Building Code (SBC)
 - (4) Local Building Codes (LBC)
 - (5) National Electrical Code (NEC)
 2. Where any of the above are 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.
 3. 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.
- X. SITE WORK REQUIREMENTS
1. Contractor is responsible to work in a neat and orderly fashion, such as to minimize disruption of Owner's employees. Job site shall be kept clean and free of debris.
 2. Contractor shall work between the hours affirmed by the school system's Contract manager. The Contract manager must approve any work performed outside of these hours.
 3. Owner will not provide storage for the Contractor's tools, equipment, and materials. Owner does not assume responsibility for the security of these items.
- Y. WARRANTY
1. The equipment shall carry a standard factory warranty against defects in parts and workmanship for the time period stated in the product warranty specifications and/or for one (1) year from date of acceptance.
- Z. TERMINATION FOR DEFAULT
1. When the Contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of The Howard County Public School System. Failure on the part of the Contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the Contractor is not entitled to recover any costs incurred by the Contractor up to the date of termination. In the event of default of contract as determined by The Howard County Public School System, the Contract Manager may procure contract items from other sources. The Contractor found in default will be held responsible for all costs incurred
- AA. TERMINATION FOR CONVENIENCE
1. The Howard County Public School System may terminate this contract, in whole or in part, without showing just cause upon giving written notice to the Contractor. The Howard County Public School System shall pay all reasonable costs associated with the contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the contract. However, the Contractor shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

BB. VENDOR CONTRACT ADMINISTRATION

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

CC. MULTI-AGENCY PARTICIPATION

1. Under §5-112, Paragraph (3) of the Education Article of the Annotated Code of Maryland HCPSS may with Board of Education approval participate in contracts for goods or commodities that are awarded by other public agencies or by intergovernmental purchasing organizations if the lead agency for the contract follows the public bidding procedures. HCPSS therefore reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.
2. Each participating jurisdiction or agency shall enter into its own contract with the Award Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award

DD. MINORITY BUSINESS ENTERPRISE PARTICIPATION

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

EE. TOBACCO FREE AND ALCOHOL/DRUG FREE ENVIRONMENT

1. The Howard County Public School System maintains a tobacco, alcohol/drug free environment. The sale or use of tobacco, alcohol or drugs, in any form, or related product, is prohibited in school buildings and grounds at all times. Persons found violating this policy will be requested to remove the product and themselves from school premises.

FF. CRIMINAL HISTORY BACKGROUND CHECKS

1. All employees, agents, or representatives of the awarded Contractor who will be performing work on any phase of the contract arising out of this Bid may be subject to a criminal history background check by the school system. Such persons, if requested by the school system, must provide fingerprints and other required information to facilitate such a check, as well as the necessary fees to obtain such a check from the federal or state government. At the completion of a background check,

the school system may, at its sole discretion, decide that a particular employee, agent, or representative of the Contractor be barred from school system property.

GG. CHILD SEX OFFENDER NOTIFICATION

1. Sex Offender Requirement: Maryland law requires certain sex offenders to register with the local law enforcement agency; See Maryland Annotated Code, Criminal Procedure Article, §11-704. One of the purposes of this law, is to inform school systems when a Registered Sex Offender is residing or working in the area. When the sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.
2. As a contractor working for Howard County Public School System (HCPSS), we require that you do not employ Registered Sex Offenders to work on projects for our school system if they, as a result, are required to perform delivery, installation, repair, construction or any other kind of services on HCPSS property. Further, Maryland Law that became effective June 22, 2006, requires that any person who enters a contract with a county board of education or a non-public school "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender; See §11-722 Criminal Procedure Article. An employer who violates this requirement is guilty of a misdemeanor and if convicted may be subject to up to five years imprisonment and/or a \$5,000 fine.
3. Each contractor shall screen their work-forces to ensure that a Registered Sex Offender does not perform work at a county public school and also ensure that a subcontractor and independent contractor conducts screening of its personnel who may work at a school. The term "work force" is intended to refer to all of the contractor's direct employees and subcontractors and/or independent contractors it uses to perform the work. Violations of this provision may cause HCPSS to take action against the contractor up to and including termination of the contract.
4. Effective July 1, 2015, amendments to § 6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system may not knowingly assign an employee to work on school property with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving a sexual offense, child sexual abuse and crimes of violence.
5. The contractor shall submit to HCPSS a listing of any employees assigned to perform under this agreement and certify that the necessary criminal history records checks have been conducted and that each employee complies with the requirements.

HH. INDEMNIFICATION

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

successful contractor shall cover the acts or omissions of any subcontractors hired by the successful contractor. Furthermore, the indemnification obligation of the successful contractor shall survive termination of the contract for any reason.

II. RESOLUTION OF DISPUTES

1. Bid rejection for non-responsiveness and/or non-responsibility shall be made using the criteria guidelines as stated in the General Provisions, Terms and Conditions, and Technical Specifications.
2. After bid opening and bid review, but prior to bid award, if a Bidders entire bid is declared to be non-responsive and/or non-responsible, the Bidder will be notified as to the reason(s) for rejection.
3. Protests shall be filed in writing to the Purchasing Office within two days after notification. Protests shall include the basis for the protest or appeal, complete in all respects, with relief sought, and whether the protester wishes to have a hearing with respect to the protest or appeal.
4. Protests shall be addressed to Howard County Department of Education, 10910 Clarksville Pike, Ellicott City, MD 21042, Attn: Joe Veslany, Buyer, labeled "Protest". The written protest shall include as a minimum the following:
 - a) Name and address of the protester
 - b) Appropriate identification of the bid
 - c) Supporting exhibits, evidence, and/or documents to substantiate any claims.
 - d) Suggested remedy(ies).

JJ. ACCEPTANCE & INSPECTION

1. All work/service shall be subject to the inspection and approval of Howard County Public School System's Contract Manager before payment is made.

III. PRODUCT SPECIFICATIONS

A. GENERAL INSTRUCTIONS

1. The HCPSS is looking for a percentage discount "**Off List**" price for the plumbing categories listed to apply to the bidders most recently published list price/catalog/website available to all.
2. **The Bidder shall provide on a USB Flash Drive, two (2) copies of their most recently published list price/catalog/website information relating to the product categories listed and discount offered by the Bidder along with the Bid Price Sheet at time of bid opening.**
3. The Bid Price Sheet contains twenty-five (25) plumbing categories, (see; Section III. B. CATEGORIES & PRODUCTS). Each category contains a list of products to be included in that category. Discounts provided by the Bidder shall include the products listed.
4. Bidders shall list the name of the manufacturer and discount they are offering for each category on the Bid Price Sheet. Bidders can list multiple manufacturers and discounts for each category (if applicable).
5. Any products listed in the categories below (see; Section B. CATEGORIES & PRODUCTS) that the Bidder **Does Not Supply** shall be noted as **Exemptions** to that category. The Bidder may provide a list of **Exemptions** for the product

categories (if applicable) in the blank spaces provided on the Bid Price Sheet and on the USB Flash Drive.

6. The Bidder can **ADD** additional Product Categories to the Bid Price Sheet (if applicable). The Bidder shall include the name of the "Product Category" they wish to add along with the name of the manufacturer and discount for the category in the blank spaces provided on the Bid Price Sheet and on the USB Flash Drive.
7. Any **Exemptions or Additions** to the Product Categories shall be clearly noted on the Bid Price Sheet, the USB Flash Drive or on the Bidders Company Letterhead included with the Bid Price Sheet at time of bid.
8. Any product categories that **DO NOT APPLY** to the Bidder shall be marked "**No Bid**". Any Product category with the Discount left **BLANK** will be considered a "**No Bid**" for that category.

B. CATEGORIES & PRODUCTS, the Product Categories (1 through 25) listed below contain a list of products to be included in that category with the discount(s) offered. Any **Exemptions/Additions** to a product category shall be listed on the Bid Price Sheet in the blank spaces provided, and on the USB Flash Drive or noted separately on the Bidders Company Letterhead at time of bid. The Bid Price Sheet includes the following categories and products.

1. **COPPER**: to include but not limited to; copper tubing, copper fittings and cast copper fittings.
2. **PIPE**: to include but not limited to; plastic pipe & tubing, carbon steel pipe, black steel pipe, galvanized steel pipe, stainless steel pipe, brass pipe.
3. **PIPE FITTINGS**: include but not limited to; chrome plated fittings, brass fittings, black malleable fittings, cast iron fittings, galvanized malleable fittings, PVC fittings, PVC-DWV fittings, CPVC fittings, abs fittings, press fittings, push on fittings, cast iron NH couplings & SV gaskets, flexible couplings, shielded couplings, pipe flashing.
4. **VALVES**: to include but not limited to; angle valves, backflow preventers, ball valves, butterfly valves, check valves, gate valves, globe valves, mixing valves, needle valves, pressure reducing valves, relief valves, shut off valves, stop & waste valves, trap primers, wye strainers, backflow preventers, valve repair parts.
5. **HANGERS, SUPPORTS & FASTENERS**: to include but not limited to; brackets, clamps, hangers, straps, supports, strut & strut fittings, fasteners, all thread rod & accessories, angle fittings, post bases, insulation shields, stud guards, shield plates, tee/splice plates.
6. **FAUCETS**: to include but not limited to; kitchen faucets, commercial kitchen faucets, bar faucets, utility & special faucets, lavatory faucets commercial lavatory faucets, bath faucets, commercial tub & shower faucets. **All faucets shall be lead free.**
7. **FAUCET PARTS & ACCESSORIES**: to include but not limited to; handles & inserts, stems & cartridges, escutcheons & flanges, spouts & aerators, plumbing nuts & washers, faucet repair parts, vandal resistant faucet parts. **All parts shall be lead free.**

8. **SINKS:** to include but not limited to; kitchen sinks, bar sinks, laundry & utility sinks, lavatory sinks.
9. **SINK PARTS & ACCESSORIES:** to include but not limited to; all sink parts and accessories.
10. **DRAINS:** to include but not limited to; tub waste drains, tub waste drain components, lavatory drains, lavatory components, grid & grid strainers, shower drains, general purpose drains, strainers, cleanouts & components.
11. **TUBULAR PRODUCTS:** to include but not limited to; J-bends, P-traps, condensate traps, S-traps, sink traps, soft trap covers, molded trap covers, branch tailpieces, flanged tailpiece washers, slip joint washers, slip nut washers, slip nuts, end outlet continuous waste, offset drains, extension tubes, flanged tailpieces, trap primer tailpieces, straight couplings, coupling elbows, tubular repair fittings, slip tee, end outlets, wall tubes, waste arms, drain pipe connectors, pipe sleeve seals, center outlet continuous waste.
12. **WATER SUPPLY VALVES & FITTINGS:** to include but not limited to; hose bibs & sillcocks, water supplies, outlet boxes, backwater valves, water hammer arrestors, access panels.
13. **TOILET SEATS:** to include but not limited to; elongated plastic seats, elongated molded wood seats, round front plastic seats, round front molded wood seats, round front soft seats, childrens plastic seats, oversized plastic seats, lift spacers, replacement hardware.
14. **TOILETS:** to include but not limited to; elongated toilets, round front toilets, flush valve toilets, elongated flushometer toilet bowls, elongated toilet bowls, 1-piece toilets, top spud urinals, waterfree urinals, urinals.
15. **TOILET & TANK REPAIR:** to include but not limited to; flanges, toilet flappers, fill valves, lush levers, plunger kits, bolt caps, seal kits, bolt kits, tank gaskets, toilet/tank repair kits, tank balls, closet bolts, closet screws, toilet shims, spud washers, wax rings, flush valves, ballcocks, flush valve seals, overflow tubes ballcock coupling nuts, lift wires, urinal strainers, electronic closet flushometers, electronic closet flush valves, electronic urinal flushometers electronic flush valves, electronic urinal flush valves, bedpan washer closet flushometers, bedpan flush valves, closet flushometers, closet flush valves, urinal flush valves, urinal flushometers, dual flush closet flushometers, service sink flushometers.
16. **FLUSH VALVE REPAIR:** to include but not limited to; flange kits, slip joint gaskets, slip joint rings, diaphragm kits, performance kits, relief valves, urinal repair kits, closet repair kits, covers, wall flanges, handle couplings, handle assemblies, handle repair kits, bushings handle seals, sensors, retrofit kits, stop cap kits, sweat solder kits, control s top repair kits, vacuum breakers, vacuum breaker repair kits.
17. **WATER HEATERS:** to include but not limited to; indirect water heaters, external condensing water heaters, external tankless water heaters, internal condensing water heaters, internal tankless water heaters, tankless water heaters, mini tank water heaters.
18. **WATER HEATER PARTS & ACCESSORIES:** to include but not limited to; water heater parts and accessories.

19. **WATER COOLER & FOUNTAINS:** to include but not limited to; bubblers, drinking fountains, water chillers, dual pedestal drinking fountains, pedestal drinking fountains, drinking fountains, dual wall mounted drinking fountains with panels, wall mounted drinking fountains, deck mounted drinking fountains, freestanding water coolers, water coolers, wall mounted bi-level water coolers, wall mount water coolers, wall mounted electric water coolers. **All fountains shall be lead free.**
 20. **WATER COOLER, FOUNTAIN PARTS & ACCESSORIES:** to include but not limited to; water cooler fountain parts and accessories. **All parts shall be lead free.**
 21. **PUMPS:** to include but not limited to; grinder pumps, sewage pumps, sump pumps, utility/drain pumps. **All pumps shall be lead free.**
 22. **PUMP PARTS & ACCESSORIES:** to include but not limited to; pump parts and accessories. **All pump parts shall be lead free.**
 23. **GARBAGE DISPOSERS:** to include but not limited to; all garbage disposers and accessories.
 24. **COMPOUNDS & LUBRICANTS:** to include but not limited to; all compounds and lubricants.
 25. **GAUGES, THERMOMETERS & TESTING PRODUCTS:** to include but not limited to; all gauges, thermometers and testing products.
- A. BID PRICE SHEET
1. **Discount Amount/Percentage:** The Bidder shall note the name of the manufacturer and discount amount/percentage they are offering off of their List Pricing for each product category listed.
 - a) The Bidder shall note **0%** in space provided if **"NO" Discount** is offered off of the List Pricing.
(Example) "NO" Discount 0 % off of list price.
 - b) The Bidder shall note a percentage discount amount they are offering off of list pricing for each product category in the space provided.
(Example) Discount 10 % off of list price.
 - c) If multiple discount(s) apply to the list pricing, the bidder shall note a discount range. The Bidder shall then provide an explanation on how the discount range they are offering applies to the manufacturers, products and list pricing.
(Example) Discount Range 10-50 % off of list prices.
 - d) The Bidder shall include an explanation for the Discount Range they are offering with their Bid Price Sheet, on their USB Flash Drive or their Company Letterhead at time of bid. Failure to provide an explanation for a discount range may result in rejection of the bid.
- A. PRODUCT CHANGES
1. After the award of the contract, questions regarding deviations from the specifications or terms and conditions shall be directed to the Purchasing

Specialist. If a need is found for an item through the development of new specifications, new products, or through the inadvertent omission of an item normally included in a bid of this type, the Purchasing Specialist shall have the right to add the new item and negotiate with the contractor for a price consistent with the current market value of the item.

B. PRODUCT ADJUSTMENTS

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

ATTACHMENT A

INSURANCE REQUIREMENTS

1 - General Insurance Requirements:

1.1 - The Contractor shall not commence Work until he has obtained at his own expense all of the insurance as required hereunder and such insurance has been approved by the Board of Education of Howard County Maryland; nor shall the Contractor allow any Subcontractor to commence Work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the Board of Education of Howard County Maryland of original, signed certificates of insurance or, alternately, at the Board of Education of Howard County Maryland's request, certified copies of the required insurance policies.

1.2 - The Contractor shall require all Subcontractors to maintain during the term of this agreement, commercial general liability insurance, business automobile liability insurance, and Workers' Compensation and employers' liability insurance, in the same manner as specified for the Contractor. The Contractor shall furnish Subcontractors' certificates of insurance to the Board of Education of Howard County Maryland immediately upon request.

1.3 - All insurance required hereunder shall include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until sixty (60) days prior written notice has been given to the Board of Education of Howard County Maryland."

The phrases "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

1.4 - No acceptance and/or approval of any insurance by the Board of Education of Howard County Maryland shall be construed as relieving or excusing the Contractor, or the Surety, or his bonds, from any liability or obligation imposed upon either or both of them by the provisions of the Contract Documents.

1.5 - The Board of Education of Howard County Maryland and its elected or appointed officials, agents and employees are to be named as an additional insured under all coverages except Workers compensation and business automobile liability, and the certificate of insurance, or the certified policy, if requested, must so state this. Coverage afforded under this paragraph shall be primary as respects the Board of Education of Howard County Maryland, its agents and employees.

1.6 - The Contractor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the Work. The Contractor assumes all risk for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from the action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted Work, until final acceptance of the Work by the Board of Education of Howard County Maryland.

1.7 - Insurance coverage required in these specifications shall be in force throughout the contract term. Should the Contractor fail to provide acceptable evidence of current insurance within seven days of written notice at any time during the contract term, the Board of Education of Howard County Maryland shall have the absolute right to terminate the contract without any further obligation to the Contractor, and the Contractor shall be liable to the Board of Education of Howard County Maryland for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the contract at time of termination.

1.8 - Contractual and other liability insurance provided under this contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the Board of Education of Howard County

Maryland from supervising or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the Subcontractors and any persons employed by the Subcontractor.

1.9 - Nothing contained in the specifications shall be construed as creating any contractual relationship between any Subcontractor and the Board of Education of Howard County Maryland. The Contractor shall be fully responsible to the Board of Education of Howard County Maryland for the acts and omissions of the Subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

1.10 - Precaution shall be exercised by the Contractor at all times for the protection of persons, (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor and its Subcontractors during the term of the contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its operation on the property.

1.11 - If the Contractor does not meet the insurance requirements of the specifications, alternate insurance coverage, satisfactory to the Board of Education of Howard County Maryland, may be considered. Written requests for consideration of alternate coverages must be received by the Board of Education of Howard County Maryland at least ten Working days prior to the date set for receipt of bids or proposals. If the Board of Education of Howard County Maryland denies the request for alternate coverages, the specified coverages will be required to be submitted.

1.12 - All required insurance coverages must be acquired from insurers allowed to do business in the State of Maryland and acceptable to the Board of Education of Howard County Maryland. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports, unless the Board of Education of Howard County Maryland grants specific approval for an exception.

1.13 - The Board of Education of Howard County Maryland will consider any deductible amounts as part of its review of the financial stability the Contractor. Any deductibles shall be disclosed by the Contractor, and deductible amounts are the responsibility of the Contractor.

2 - Contractor's Liability Insurance - "Occurrence" Basis:

2.1 - The Contractor shall purchase the following insurance coverages:

2.1.1 - Commercial general liability with a minimum limit of \$1,000,000 per occurrence, \$1,000,000 annual aggregate including all of the following:

- i. General aggregate limit is to apply per project;
- ii. Premises/operations;
- iii. Actions of independent Contractors;
- iv. Products/completed operations to be maintained for two years after completion of the Work;
- v. Contractual liability including protection for the Contractor from claims arising out of liability assumed under this contract;
- vi. Personal injury liability including coverage for offenses related to employment;

- vii. Explosion, collapse, or underground (XCU) hazards (confirmation of underground hazard coverage must be confirmed by either certificate of insurance or in writing by Contractor's agent, broker or insurer);

2.1.2 - Business automobile liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability with a limit of \$1,000,000 per accident; uninsured motorist coverage at minimum statutory limits.

2.1.3 - Workers compensation with statutory benefits as required by Maryland law or the U. S. Longshoremen's and Harbor Workers' Compensation Act, or other laws as required by labor union agreements, including standard other states coverage; employers' liability coverage with limits of \$100,000 per accident, \$100,000 per employee for disease, and a \$500,000 disease policy limit.

2.1.4 - Total limit requirements of 2.1.1, 2.1.2 and 2.1.3 may be met by a combination of primary and umbrella excess liability coverage.

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

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

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

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

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

**PLUMBING SUPPLIES
BID #050.18.B3**

BID PRICE SHEET

Date: _____

Bidder: _____

Mr. Joe Veslany
Howard County Public School System, Purchasing
10910 Route 108
Ellicott City, MD 21042

The undersigned hereby submits a bid price to furnish and deliver the items as set forth in Bid #050.18.B3. The entire bid document including The General Provisions, Terms and Conditions, Specifications, any addenda, drawings, and the bid price will be part of any resulting contract.

I. PRICE

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

NOTE: ALL DISCOUNTS OFFERED FROM THE MANUFACTURER'S LIST PRICES SHALL INCLUDE FREIGHT, DELIVERY AND FUEL SURCHARGES.

BIDDERS MAY LIST MORE THAN ONE MANUFACTURER IN ANY PRODUCT CATEGORY.

PRODUCT CATEGORY	NAME OF MANUFACTURER	DISCOUNT %
1. COPPER		
2. PIPE		
3. PIPE FITTINGS		
4. VALVES		
5. HANGERS, SUPPORTS, FASTENERS		
6. FAUCETS		
7. FAUCET PARTS & ACCESSORIES		
8. SINKS		
9. SINK PARTS & ACCESSORIES		
10. DRAINS		
11. TUBULAR PRODUCTS		
12. WATER SUPPLY, VALVES & FITTINGS		
13. TOILET SEATS		
14. TOILETS		
15. TOILET & TANK REPAIR		

PRODUCT CATEGORY	NAME OF MANUFACTURER	DISCOUNT %
16. FLUSH VALVE REPAIR		
17. WATER HEATERS		
18. WATER HEATER PARTS & ACCESSORIES		
19. WATER COOLERS & FOUNTAINS		
20. WATER COOLERS & ACCESSORIES		
21. PUMPS		
22. PUMP PARTS & ACCESSORIES		
23. GARBAGE DISPOSERS		
24. COMPOUNDS & LUBRICANTS		
25. GAUGES, THERMOMETERS & TESTING PRODUCTS		
LIST ANY PRODUCT EXEMPTIONS TO CATEGORIES BELOW (IF APPLICABLE):		
PRODUCT CATEGORY	NAME OF MANUFACTURER	DISCOUNT %
LIST ANY ADDITIONAL PRODUCT CATEGORIES BELOW (IF APPLICABLE):		
PRODUCT CATEGORY	NAME OF MANUFACTURER	DISCOUNT %

Note: Any additional information regarding category exemptions and/or additions should be included on the Bidders company letterhead along with the Bid Price Sheet at time of bid.

(CHECK BOX IF APPLICABLE)

☐ I/we have submitted two (2) copies of the latest List Price on USB Flash Drive.

II. COMPANY INFORMATION

Name of company

years in business

Street Address

City

State

Zip

Telephone#

Fax #

Web Page

III. CONTACT FOR INSIDE CONTRACT ADMINISTRATION

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

Name _____

Title _____

Address _____

Phone _____

Fax _____

e-mail _____

Cell _____

IV. RECEIPT OF ADDENDA

Addendum: _____ Dated: _____

Received: ☐

Addendum: _____ Dated: _____

Received: ☐

Addendum: _____ Dated: _____

Received: ☐

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

BID SIGNATURE SHEET

A. Bidder's Certification

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

B. Vendor/Contractor Disqualification - Bribery

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

Submitted by:

(company name)

(person authorized to sign bids)

(title of authorized representative)

(signature of authorized representative)

(date)