NOTICE OF AWARD OF CONTRACT

TO: T.J. Distributors, Inc.
2220 Commerce Road, Unit 5
Forest Hill, MD 21050

DATE ISSUED: April 30, 2015
CURRENT REFERENCE NO: 743-15

CONTRACT TITLE: Basketball Hoop Inspection Services

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on February 8, 2016.

Upon satisfactory performance by the Contractor, and with the concurrence of the Contractor, if Howard County Public School System renews their agreement identified in Exhibit A, the County may elect to renew this Agreement under the same contract unit prices for not more than two (2) additional twelve (12) month periods from February 9, 2016 to February 8, 2018 ("Subsequent Contract Term"). However, if Howard County Public School System does NOT renew their agreement identified in Exhibit A, this Agreement shall automatically expire on the date of Howard County Public School System's contract expiration date.

The contract documents consist of the terms, conditions, and specifications of Howard County Public School System Contract #043.12.B3 and the bid of the Contractor incorporated herein by reference.

ATTACHMENTS:
RIDER AGREEMENT NO. 743-15

CONTRACT PRICING:
REFER TO ATTACHED PRICING

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

CONTACT: Tracey Harp
VENDOR PAYMENT TERMS: NET 30 DAYS
CONTACT EMAIL: Tracey@tj distributors.com
COUNTY CONTACT: MEGAN CARNEY
TELEPHONE NO.: 410-638-6358
FAX NO.: 410-638-6359
TELEPHONE NO.: 703-228-1821

CONTRACT AUTHORIZATION
GUINEVERE BRUNER, CPS
PROCUREMENT OFFICER

DISTRIBUTION
BID FOLDER: 1

DATE: 4/30/15
THIS RIDER AGREEMENT (hereinafter “Agreement”) is made, on the date of its execution by the County, between T.J. Distributors, Inc., 2220 Commerce Road, Unit 5, Forest Hill, MD 21050 (“Contractor”), a Maryland corporation authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia (“County”). The County and the Contractor, for the consideration and quantity(ies) specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Exhibit A (Howard County Public School System Contract #043.12.B3, incorporated herein by reference) and Exhibit B (Letter of Renewal) collectively, “Contract Documents” or “Contract”.

This Agreement rides a competitive procurement process conducted by Howard County Public School System. The Contractor desires to extend to the County the same pricing as the Contractor’s agreement with Howard County Public School System.

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents and the remaining Contract Documents shall be complementary to each other and if there are any conflicts the most stringent terms or provisions shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties’ agreement which is not contained in the Contract Documents.

2. CONTRACT TERM
The Contractor’s provision of goods for the County (“Work”) shall commence on the date of execution of this Agreement by the County and shall be completed no later than February 8, 2016 (“Initial Contract Term”), subject to any modifications as provided for in the Contract Documents.

Upon satisfactory performance by the Contractor, and with the concurrence of the Contractor, if Howard County Public School System renews their agreement identified in Exhibit A, the County may elect to renew this Agreement under the same contract unit prices for not more than two (2) additional twelve (12) month periods from February 9, 2016 to February 8, 2018 (“Subsequent Contract Term”). However, if Howard
县公共学校系统不续其在Exhibit A中标识的协议，此协议将在县公共学校系统的合同到期日自动失效。

3. **合同价格**
   合同期间，县将根据支付条款，按照Exhibit A中规定的单价支付承商。承商提供的工作，如描述并要求在合同文件中，并由县接受。

4. **工作范围**
   承商同意提供合同文件中描述的货物。工作的主要目的是提供安全检查、预防性维护和小型修复服务，至篮球篮板及健身房隔帘在县各运动中心。

   合同文件中列出了县和承商完成工作的最低所需工作量。承商应自行承担维持合同文件中列明的特定工作，以完成工作的目的。合同文件中的任何内容均不得被理解为限制承商负责管理工作的细节和执行。

5. **项目官员**
   合同的执行受县项目官员的审查和批准，项目官员由阿灵顿县部门或要求工作合同文件的机构任命。然而，合同的执行和承商工作的执行均由承商负责。

6. **付款条款**
   付款条款将由县记录为净30天。县将在收到正确、由项目官员批准的、描述已完成工作，该工作合理且可归因于合同的发票日期后，于30天内支付承商。付款将用于货物或服务的交货、检验和接受的日期，受适用的付款条款约束。承商应提供合同授权的县购买订单号。发票应附二份副本。除本合同另有规定外，付款前承商不得接受或交付全部订单。
7. **PAYMENT OF SUBCONTRACTORS**

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or

b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) calendar days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as those contained herein with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

8. **NON-APPROPRIATION**

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County’s written notice.

9. **COUNTY PURCHASE ORDER REQUIREMENT**

County purchases are authorized only if a County Purchase Order is
issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and sole expense.

10. DELIVERY
All goods are purchased F.O.B. destination in Arlington County as designated in this Contract. All costs for handling and transportation charges to the designated point of delivery shall be borne by the Contractor. Transportation, handling and all related charges are included in the unit prices or discounts submitted by the Contractor with its bid.

11. WARRANTY
All goods and materials provided to the County shall be fully guaranteed by the Contractor against factory defects. Any defects which may occur as the result of either faulty material or workmanship by the manufacturer within the period of the manufacturer's standard warranty shall be corrected by the Contractor at no expense to Arlington County. The Contractor shall provide evidence of all manufacturers' warranties to the Project Officer at the time of delivery. All goods and materials are also guaranteed by the Contractor against defects resulting from the use of inferior or faulty materials or workmanship for one (1) year from the date of final acceptance by the County in addition to and irrespective of any manufacturer's or supplier's warranty. No date other than the date of final acceptance shall govern the effective date of the Guaranty, unless that date is agreed upon by the County and the Contractor in advance and in a signed writing.

12. INSPECTION, ACCEPTANCE, TITLE, AND RISK OF LOSS
Inspection and acceptance of goods or materials by the County will be at the delivery location in Arlington County, Virginia, and within ten (10) calendar days of delivery, unless otherwise provided for in the Contract. The County will not inspect, accept, or pay for any goods or materials stored or delivered off-site by the Contractor.

Title and risk of loss or damage to all goods shall be the responsibility of the Contractor until acceptance by the County. The County’s right of inspection shall not be deemed to relieve the Contractor of its obligation to ensure that all articles, materials and supplies are consistent with specifications and instructions and are fit for their intended use. The County reserves the right to conduct any tests or inspections it may deem appropriate before acceptance.

No goods or materials shall be purchased by the Contractor or any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that it has good title to, and that it will
require all subcontractors to warrant that they have good title to, all
goods or materials for which the Contractor invoices for payment.

13. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED
During the performance of this Contract, the Contractor agrees as
follows:

a. The Contractor will not discriminate against any employee or
applicant for employment because of race, religion, color, sex,
national origin, age, disability or any other basis prohibited by
federal or Virginia law related to discrimination in employment
except where there is a bona fide occupational qualification
reasonably necessary or related to the normal operation of the
Contractor. The Contractor agrees to post in conspicuous places,
available to employees and applicants for employment, notices
setting forth the provisions of this nondiscrimination clause.

b. The Contractor, in all solicitations or advertisements for
employees placed by or on behalf of the Contractor, will state
that the Contractor is an Equal Opportunity Employer.

c. Notices, advertisements and solicitations placed in accordance
with federal law, rule or regulation shall be deemed sufficient
for the purpose of meeting the requirements of this section.

d. The Contractor will comply with the provisions of the Americans
with Disabilities Act of 1990 which prohibits discrimination
against individuals with disabilities in employment, and mandates
their full participation in both publicly and privately-provided
services and activities.

e. The Contractor will include the provisions of the foregoing
paragraphs in every subcontract or purchase order of over
$10,000.00, so that these provisions will apply to each
subcontractor or vendor.

14. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED
In accordance with § 2.2-4311.1 of the Code of Virginia, 1950, as
amended, the Contractor acknowledges that it does not, and shall not
during the performance of this Contract, knowingly employ an
unauthorized alien as that term is defined in the federal Immigration

15. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR
During the performance of this Contract, the Contractor agrees to (i)
provide a drug-free workplace for the Contractor's employees; (ii) post
in conspicuous places, available to employees and applicants for
employment, a statement notifying employees that the unlawful
manufacture, sale, distribution, dispensation, possession, or use of
marijuana or any other controlled substance is prohibited in the
Contractor's workplace, and specifying the actions that will be taken
against employees for violations of such prohibition; (iii) state in all
solicitations or advertisements for employees placed by or on behalf of
the Contractor that the Contractor maintains a drug-free workplace; and
(iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000 relating to this Contract, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

16. **TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE**

The Contract shall remain in force for the Initial Contract Term or any Subsequent Contract Term(s) and until the County determines that all the following requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period, or as otherwise specified in the notice, the Contract may be terminated for the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs. Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination, including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Project or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly
paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County, and the County shall be entitled to recover, all damages to which the County is entitled by this Contract or by law, including and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract.

Except as otherwise directed by the County in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

17. TERMINATION FOR THE CONVENIENCE OF THE COUNTY
The performance of Work under this Contract may be terminated by the County Purchasing Agent, in whole or in part, whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all designated work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

18. INDEMNIFICATION
The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former
employees, agents, departments, agencies, boards, and commissions (collectively the “County” for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney’s fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor’s acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

19. CONFIDENTIAL INFORMATION
The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a results of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

20. ETHICS IN PUBLIC CONTRACTING
This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any Virginia or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.
21. COUNTY EMPLOYEES
No employee of the County shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

22. FORCE MAJEURE
The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond the control of the Contractor and outside the scope of the Contractor’s then-current, by industry standards, disaster plan that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond the control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

23. AUTHORITY TO TRANSACT BUSINESS
The Contractor shall, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without cost or expense, at the sole option of the County.

24. RELATION TO THE COUNTY
The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold from payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor or its employees, servants or agents. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

25. ANTITRUST
By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods purchased or acquired by the County under this Contract.

26. AUDIT
The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period.
and during the Initial Contract Term and any Subsequent Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

27. ASSIGNMENT
The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of the County.

28. AMENDMENTS
Unless otherwise specified herein, this Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

29. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES
Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

30. DISPUTE RESOLUTION
All disputes arising under this Agreement, or its interpretation, whether involving law or fact, extra work or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in writing to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, which is incorporated herein by reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court.

31. APPLICABLE LAW, FORUM, VENUE, AND JURISDICTION
This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect hereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.
32. **ARBITRATION**
It is expressly agreed that nothing under the Contract shall be subject to arbitration, and that any references to arbitration are expressly deleted from the Contract.

33. **NONEXCLUSIVITY OF REMEDIES**
All remedies available to the County under this Contract are cumulative, and no such remedy shall be exclusive of any other remedy available to the County at law or in equity.

34. **NO WAIVER**
The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

35. **SEVERABILITY**
The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

36. **NO WAIVER OF SOVEREIGN IMMUNITY**
Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

37. **SURVIVAL OF TERMS**
In addition to the numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; AUDIT; WARRANTY; AND CONFIDENTIAL INFORMATION.

38. **HEADINGS**
The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.

39. **AMBIGUITIES**
Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

40. **NOTICES**
Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an
agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:
T.J. Distributors, Inc.
ATTN: Dave Dinan
2220 Commerce Road, Unit 5
Forest Hill, MD 21050

TO THE COUNTY:
Megan Carney, Project Officer
Department of Parks and Recreation
3700 S. Four Mile run Drive
Arlington, VA 22206

AND

Maria Meredith, Acting Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

41. NON-DISCRIMINATION NOTICE
Arlington County does not discriminate against faith-based organizations.

42. INSURANCE REQUIREMENTS
The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides, and acceptable to the County. The minimum insurance coverage shall be:

a. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of $100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

b. Commercial General Liability - $1,000,000 combined single limit coverage with $2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.
c. Business Automobile Liability - $1,000,000 Combined Single Limit (Owned, non-owned and hired).

d. The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform Work under the contract, in the amount of $1,000,000.

e. Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as an additional insureds on all policies except Workers Compensation and Auto and Professional Liability; and evidence of the Additional Insured endorsement shall be typed on the certificate.

f. Cancellation - If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor’s notification from the insurer. It is the Contractor's responsibility to notify the County upon receipt of a notice indicating that the policy will not be renewed or will be materially changed. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and the County notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.

g. Any insurance coverage that is placed as a “claims made” policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor’s receipt of final payment.

h. Contract Identification - The insurance certificate shall state this Contract's number and title.

The Contractor must disclose the amount of any deductible or self insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies required herein, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for the County.

The Contractor shall require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business
Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request by the County.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

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 description used in connection with the work. The Contractor assumes all risks 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 any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity and the alternative coverages are submitted to and acceptable to the County. The Contractor must also provide its most recent actuarial report and provide a copy of its self insurance resolution to determine the adequacy of the insurance funding.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE:  
NAME AND TITLE:  
DATE:  

T.J. DISTRIBUTORS, INC.

AUTHORIZED SIGNATURE:  
NAME AND TITLE:  
DATE:  

INVITATION TO BID

GYMNASIUM EQUIPMENT & PARTITION INSPECTION, MAINTENANCE & REPAIR SERVICES
BID #043.12.B3

To All Interested Bidders:

Re: NOTICE TO BIDDERS

The Howard County Public School System requests your bid to provide Gymnasium Equipment & Partition Inspection, Maintenance & Repair Services at locations throughout the school system as specified in the bid documents.

Bid documents may be obtained on Tuesday, November 22, 2011 at the Howard County Department of Education, Purchasing Office, 10910 Rt. 108, Ellicott City, MD 21042 or online at http://purchasing.hcpss.org/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”, “Gymnasium Equipment & Partition Inspection, Maintenance & Repair Services”, “Bid #043.12.B3”, to the Howard County Department of Education, Purchasing Office, 10910 Route 108, Ellicott City, Maryland 21042 no later than Tuesday, December 13, 2011 at 2:00 P.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.

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

Instructions pertaining to the Bid Bond, Surety Checks, Performance and Materials Payment Bond requirements are contained in the bid documents.

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
Sealed Bid For: **Gymnasium Equipment & Partition Inspection, Maintenance & Repair Services**

Bid Number: **Bid #043.12.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.

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 Sealed Bid document. Our objections are:

3. We do not feel we can be competitive.
4. We can not submit a bid because of the marketing or franchising policies of the manufacturing company.
5. We do not wish to sell to The Howard County Public School System. Our objections are:

6. We do not sell the item(s)/service(s) requested in the specific specifications.
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 commodity.
SEALED BID FOR: Gymnasium Equipment & Partition Inspection, Maintenance & Repair Services

BID NUMBER: Bid #043.12.B3

PRE-BID DATE: NA

PRE-BID TIME: NA

PRE-BID LOCATION: NA

BID PRICE DUE: Tuesday, December 13, 2011

BID OPENING TIME: 2:00 P.M.

BUYER: Mr. Joe Veslany
phone: 410-313-6723
fax: 410-313-6789
email: jveslany@hcpss.org
I. INSTRUCTIONS TO BIDDERS

A. OBJECTIVES
1. The objective of this Bid is for The Board of Education of the Howard County Public School System (herein referred to as “the Board”), administrated by the Howard County Public School System (herein referred to as “HCPSS” or “the school system”) to select one or more qualified Contractor(s) to perform Gymnasium Equipment and Partition Inspection, Maintenance and Repair Services for The Howard County Public School System in accordance with these bid documents.

2. The work includes, but is not limited to, repair work for all types of gymnasium dividers, partitions/operable walls, and basketball backstops at HCPSS facilities as required.

3. All work performed under this contract shall be in accordance with The General Provisions, the Procurement Specifications, the 100% bid documents and any applicable drawings and addenda issued and shall minimally follow current OSHA 1926.1101 regulations.

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

C. CONTRACT DOCUMENTS
1. Contract Documents consist of The General Provisions of Bid Proposal, the Procurement Specifications, the 100% bid documents and any applicable drawings and addenda issued.

2. All of these materials will be included in the Contract which The Board of Education awards as a result of this solicitation and will be among the Contract documents. The Bidder, by submitting its bid, agrees that if awarded the Contract that it will be bound under the Contract to all the Terms and Conditions of the Contract.

D. ISSUING OFFICE
a) The Issuing Office is:

The Howard County Public School System
Purchasing Office
10910 Route 108
Ellicott City, Maryland 21042
Attn: Joe Veslany
(410) 313-6723
iveslany@hcpss.org
b) The Issuing Office shall be the sole point of contact with HCPSS for purposes of preparation and submittal of the Technical Offer and Bid Price.

E. CONTRACT MANAGER
1. The Howard County Public School System’s Contract Manager, Jeff Wetzel, 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 on projects are to be directed to the Contract Manager only. No instructions, directions, and information are to be given to the Contractor by any other HCPSS personnel. Any change order work shall not proceed until a change order to the purchase order has been issued by the Purchasing Office confirming this additional work and the applicable additional cost.

F. QUESTIONS AND INQUIRIES
1. For purposes of preparation and submittal of the bid contact, Mr. Joe Veslany, 410-313-6723, jveslany@hcpss.org of the Issuing Office.
2. Technical questions and inquiries shall be directed to the Contract Manager, Jeff Wetzel, 410-313-7084.
3. Items affecting the scope of work or conditions of the contract shall be subject to the conditions of Addenda.

G. DUE DATE AND TIME
1. One original, plus one copy, (for a total of 2) of a Bidder’s Bid must arrive at the Purchasing Office by the time and date specified in the Invitation to Bid in order to be considered for this project. Contractors are requested to clearly mark the original copy as such.
2. Bidders mailing Bids shall allow sufficient mail delivery time to insure timely receipt by the Issuing Office. Bids arriving after the due date and time will not be considered.
3. LATE BIDS CANNOT BE ACCEPTED. Bids are to be delivered to the Purchasing Office, Department of Education of Howard County, 10910 Route 108, Ellicott City, Maryland 21042. 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.

H. BASIS FOR AWARDING BIDS
1. In accordance with the general provisions of bid proposal, the bid will be awarded to the lowest responsive and responsible Bidder(s) meeting the technical requirements and experience required of the HCPSS. The technical information provided by the Bidder will be evaluated against the requirements selected by the school system along with their bid pricing. Bidder(s) not meeting the technical requirements and experience required of the HCPSS will not be considered for award.
2. It is the HCPSS intent to award to one (1) or more Contractors.
3. The Howard County Public School System reserves the right to make an award of the bid for all items, or any parts, thereof, to one or more bidders, as set forth
in detail under the information furnished in this document. The owner further reserves the right to consider information other than price when evaluating bids.

4. Bidders shall submit prices for **all line items** in the Bid Price Sheet in order to be considered responsive.

I. PERFORMANCE AND LABOR AND MATERIALS BONDS

1. This paragraph only applies to the On-Call Contractor(s) selected as a result of this procurement. Awarded Contractor(s) shall furnish a 100% Performance and Labor and Materials Bond for any projects during the term of the contract that exceed $25,000 to cover the work performed.

2. Bonds shall be written by a bonding company, licensed to do business in the state of Maryland and otherwise acceptable to The Howard County Public School System. Bonds shall be executed on AIA Document A311, or a bonding form approved by the HCPSS.

3. Bidders shall enclose a letter from its bonding company stating its willingness to provide the Bidder with Performance, and Labor and Materials bonds.

J. PRICE ADJUSTMENTS

1. The Howard County Public School System will only consider adjustments on labor rates based only upon federal minimum wage increases and decreases in the Consumer Price Index (CPI-W), Baltimore Region, as published by the Bureau of Labor Standards. Requested increases above a 10% cap will not be considered. In order to receive consideration for a price increase, the contractor must submit to The Howard County Public School System, sixty (60) days prior to the contract expiration date, a statement of any change in the hourly rate wage actually to be paid to its employees during the renewal term. Adjustments will be calculated by comparing the current index with the previous year's index so as to determine the change in index points. The point change will then be divided by the price index to obtain the percentage of change. The percentage of change will then be multiplied by .75 to obtain the adjustment to be applied to the current prices.

2. The Howard County Public School System will also consider adjustments based on fees outside of the control of the Contractor, such as manufacturer price increases. However, such increases will be a "pass through" to the Howard County Public School System with no mark-up allowed. For such changes to be considered by the Howard County Public School System, documentation from the manufacturer (or any other applicable party) assessing a cost increase must accompany a written request from the Contractor. The Howard County Public School System will then review the request and advise the Contractor of approval or disapproval of the price change request.

3. Price increase requests will not be considered if not accompanied with the proper information.

K. ESTIMATED QUANTITIES

1. Estimated dollar volume for Gymnasium Equipment and Partition Inspection, Maintenance & Repair Services is $100,000 annually. All bidders are advised that such dollar volumes are estimates only and further understand and agree that in providing such estimates, the school system makes no guarantee that any or all of the estimated work will be assigned to the selected On Call Contractor(s).
L. 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.

M. RIGHT TO REJECT BIDS AND WAIVE INFORMALITIES
   1. The Howard County Public School System reserves the right to waive any technicality or minor irregularity in a Bid in the interest of the Board.

N. BIDS FIRM FOR 120 DAYS
   1. Bid prices shall remain firm for one hundred twenty (120) calendar days from the date of opening.

O. LICENSES AND QUALIFICATIONS
   1. Bidders must be licensed to do business in the State of Maryland and shall submit proof of current licensing with their bid.
   2. HCPSS reserves the right to require that the contractor demonstrate that it has the skills, equipment and other resources to satisfactorily perform the nature and magnitude of work necessary to complete the project within the proposed contract schedule.

P. CLARIFICATIONS AND ADDENDA
   1. Should a Bidder find discrepancies in the Bid documents, or should they be in doubt as to the meaning or intent of any part thereof, they must, not later than seven (7) days (Saturdays, Sundays and Holidays excluded) prior to the bid due date, request clarification in writing from the Issuing Office, who will issue a written Addendum to the Contract. Failure to request such clarification is a waiver to any claim by the Bidder for expense made necessary by reason of later interpretation of the bid documents by the HCPSS. Requests shall include the bid number and name.
   2. Oral explanations or instructions will not be binding; only written Addenda will be binding. Any Addenda resulting from these requests will be mailed or faxed to all listed holders of the Bidding Documents no later than two days prior to the bid due date. The Bidder shall acknowledge the receipt of all addenda on the Bid Price Sheet.

Q. CANCELLATION OF THE BID
   1. HCPSS may cancel this Bid, in whole or in part, at any time before the opening of the Bid.

R. BID ACCEPTANCE
   1. The Howard County Public School System reserves the right to accept or reject any and all bids, in whole or in part, received as a result of this Bid or to waive minor irregularities, in any manner necessary, to serve the interest of The Board of Education. HCPSS further reserves the right to award in full, make multiple awards, partial awards, or to make no award at all.
S. **ORAL PRESENTATION**
   1. Bidders may be required to make individual presentations to HCPSS representatives in order to clarify their technical information.

T. **MODIFICATIONS AND WITHDRAWAL OF BIDS**
   1. Withdrawal of, or modifications to bids are effective only if written notice thereof is filed to the Purchasing Office prior to the time bids are due. A notice of withdrawal or modification to a bid must be signed by an officer with the authority to commit the company.

   2. No withdrawal or modifications will be accepted after the time bids are due.

U. **MULTIPLE/ALTERNATIVE BIDS**
   1. Bidders may not submit more than one (1) bid nor may bidders submit an alternate to this bid.

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

W. **TERMS OF CONTRACT**
   1. By submitting a response to this solicitation, a firm affirms acceptance of all terms and conditions contained in the conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, and any addenda.

II. **TECHNICAL FORMS**

A. **TECHNICAL CRITERIA**
   1. The following information (items 3 through 5) must be furnished with the Bidder’s bid. Failure to include any of the items below in your response may result in the bid being considered non-responsive. The criteria are listed in the order of importance. Bidders are to compile technical information in this same order.

   2. Loose blank forms for each of the items required are furnished with this bid package along with a checklist that lists all documents/responses to be submitted in your bid. Substitute forms and/or data may not be considered.

   3. **EXPERIENCE REFERENCE FORM:** Complete the enclosed Experience Reference Form for four (4) recent projects, within the past three years, which demonstrate your firm’s experience with Gymnasium Equipment and Partition Inspection, Maintenance and Repair Services. Higher consideration will be given to those jobs that were done on a Time & Material basis and to those jobs that demonstrate your firm’s experience at working at public school buildings under accelerated schedules.

      a) As indicated on the form, the following information is to be provided for each project:
1. (1) Customer/Owner’s name, address, contacts names and telephone number;
   (2) A brief description of the project including:
       (a) Type of Gymnasium Equipment and Partition Inspection, Maintenance and Repair Services preformed.
       (b) Setting (school building, etc.);
       (c) Name of your firm’s Project Manager;
       (d) Dollar amount of the contract;
       (e) Type of contract: (On-Call, Time & Material, Lump Sum, etc.);
       (f) Official start date and completion date;
       (g) List all similarities of your projects to this project.

b) **NOTE:** Experience noted must demonstrate the Bidder’s knowledge and ability to perform similar work for a public school system. The Bidder should place emphasis on the scope of work required, product manufacturer utilized, the time to complete, their ability to perform satisfactorily and their competency and responsibility to perform within limited time frames.

c) The references listed on the Contractor’s “Experience/Reference Form” will be checked by HCPS. All references must include a contact person and telephone number who can comment on the firm’s ability to do a project of this type. It is imperative that contact names and phone numbers given for the projects listed be accurate.

d) The school system reserves the right to check other sources available. References will be held in the strictest of confidence by the school system.

4. **KEY PERSONNEL FORM:** Complete the enclosed “Key Personnel Form”, for one (1) Project Manager and two (2) Field Technicians. Provide the names of the Project Manager (100% on site supervisor with authority to act on behalf of the firm), and two (2) Field Technicians to be assigned to this contract if awarded and a complete “Key Personnel Form” for these people inclusive of the following:

   (1) Technical Training/Educational background; for the Project Manager and Field Technicians.
   (2) Direct work experience with the bidding firm;
   (3) Work experience with other employers, duration of employment and position(s) held;
   (4) Specific project experience similar to the Gymnasium Equipment and Partition Inspection, Maintenance and Repair Services described herein. Include:
   (5) Individual’s role on each project;
   (6) A brief description of the project including the type of Gymnasium Equipment and Partition Inspection, Maintenance and Repair Service, the dollar volume of project and the start and completion dates;
   (7) Personnel References: Provide two (2) project references for the Project Manager and two (2) Field Technicians in the space provided on the Key Personnel Form. All references must include a contact person and telephone number who can comment on the individual’s ability to manage a project of this type. It is imperative that contact names and phone numbers
given for the projects listed be accurate. All references will be held in the strictest of confidence.

a) NOTE: Personnel Commitment: By submitting these names for consideration, the Bidder is committing these people to HCPSS for any resulting contract’s duration. Personnel changes will not be permitted without written authorization from HCPSS.

b) NOTE: Higher consideration will be given in the evaluation if the Project Manager and Field Technicians have worked together on previous successful projects and have demonstrated experience on projects similar in scope to the school system’s projects.

5. PROFILE OF COMPANY FORM: Complete the enclosed “Profile of Company Form” included with this bid package. It is required that your firm have at least five (5) years Gymnasium Equipment and Partition Inspection, Maintenance and Repair Service Contractor experience with three (3) years experience in a School System preferred. The Contractor must maintain an office within a 100 mile radius of the Howard County Public School System. Include the following forms/copies with your submittal. Failure to provide copies of the following forms may result in your submittal being rejected.

(1) Copy of Contractors License
(2) Specimen copy of Certificate of Insurance
(3) Number of incidents cited for non-compliance by MOSH/OSHA/MDE/EPA or letter stating no incidents on company letterhead.
(4) Enclose a letter from your bonding company stating its willingness to provide your firm with Performance bonds for the projects over $25,000.

III. IMPLEMENTATION OF ON-CALL CONTRACTING

A. It is the HCPSS intent to award to a minimum of one (1) or more Contractor(s). The successful Contractor(s) shall follow the procedure, as outlined below, when work is required.

1. For each job the school system’s Contract Manager will contact the selected Contractor(s) and initiate a site visit. A scope of work will be defined inclusive of project schedule.

a) For jobs estimated at under $7,500.00, the school system will alternate Contractors. Selection of the Contractor to be utilized will be on a rotating basis; although schedule, availability and/or price may be considered.

b) For jobs estimated at over $7,500.00, the Contractors will be asked to submit written not-to-exceed costs for the scope of work, based on rates offered in the Bid Price. HCPSS will select from among the On-Call Contractors the Contractor whose not-to-exceed price and/or time frame best serves the school system’s interest.

2. The Contractor, after initial contact, must be available within two (2) working days to measure the area and review the site conditions. For emergency projects, “same-day” commencement of work may be required. No additional costs,
outside the terms of this contract, may be applied by the Contractor for “same-day” work.

3. A written quotation showing itemized costs and a total not-to-exceed cost. A brief descriptive plan of action and a schedule of work shall be submitted to the Contract Manager for approval within two (2) working days after site visit.

4. After approval of the submittal by the Contract Manager, a purchase order will be issued by the school system’s Purchasing Office to the selected On Call Contractor. This purchase order will confirm the scope of work, commencement date, time frame and price.

5. The Contractor shall carefully field check all dimensions and other conditions affecting the work. HCPSS assumes no responsibility of errors made by the Contractor when measuring and reviewing site conditions.

IV. RATES AND MARK-UPS

A. CONTRACTOR’S LABOR AND MATERIAL RATES

1. It is understood and agreed that the cost of all labor, material, equipment, supervision, mileage, waste disposal, overhead, and profit is included in the itemized Bid Prices stated in the response to this bid. Travel time shall be borne by the Contractor.

2. The school system will not recognize any premium or incentive pay and no work shall be performed on an overtime basis or shift differential and no overtime pay or shift differential shall be included as a "job cost" unless the performance of such overtime or shift differential has been authorized by the issuance of an additional change order to the purchase order on a particular project or as agreed to in the submitted not-to-exceed price by the Contractor or as required in the scope of work issued by the school system.

3. In the event an emergency exists which would require immediate overtime work, the school system’s Contract Manager shall be verbally notified by the Contractor immediately and if permission to perform this work is granted verbally, it shall be confirmed in writing by the school system within twenty-four (24) hours of such work with a change order amendment to be issued within one (1) week of such work.

4. In the event that overtime work is required by the school system it will be recognized as a "job cost" only if a change order amendment has been issued to the Contractor's not to exceed price. The overtime work shall be limited to the work and time approved in advance of its performance and paid at the recognized premium rate.

5. Incentive payments or premium payments made to any employees by the Contractor either as permanent employee pay, subsistence or other pay in excess of the wage shall be at the expense of the Contractor and must be included as part of the quoted rates shown on the Bid Price.

6. Invoices may be requested from the Contractor to demonstrate the percentage cost over invoice submitted for Time and Material Rates for materials, equipment rental and subcontractors.
V. TERMS AND CONDITIONS

A. CONTRACT
1. If this bid is accepted and awarded, it shall become the contract document that governs the administration of the contract. All portions of this bid, including the General Conditions of Bid Proposal, the Procurement Specification, Drawings, any addenda, amendments, modifications, or any other extraneous matter incorporated shall be applicable as a result of this invitation to bid.

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

C. TERMINATION FOR CONVENIENCE
1. The Howard County Public School System may terminate this contract, in whole or in part, without showing just cause upon giving written notice to the Contractor. The Howard County Public School System shall pay all reasonable costs associated with termination of the contract. However, the Contractor shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

D. LIQUIDATED DAMAGES
1. 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.

2. 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.

3. 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.

4. Any delays to projects must be communicated to the Contract Manager.

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

2. The bidder is responsible for all taxes, including but not limited to sales and use taxes on the purchase of the bidder's equipment and materials, or any equipment and materials supplied to the Board of Education on the project.

**F. BILLING AND PAYMENT**

1. The Contractor shall submit invoices to the Howard County Department of Education, (Name of Department), 10910 Rt. 108, 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 work along with quantities
   d) Start date and completion date
   e) Total due

**G. FUNDING**

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

**H. ORDERS**

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

**I. 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.

**J. INSURANCE**

1. See ATTACHMENT A, INSURANCE REQUIREMENTS.

**K. ASSIGNMENTS**

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

**L. SUBCONTRACTORS**

1. Subcontractors may not be employed to perform any work under any resulting contract(s) unless specifically approved by the Contract Manager.

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

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

N. 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.

O. CHILD SEX OFFENDER NOTIFICATION
1. Maryland law requires certain child sex offenders to register with the local law enforcement agency. One of the purposes of this law, found in Article 27 § 792, is to inform school systems when a child sex offender is residing or working in the area. When the child sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.

2. As a Contractor working for HCPSS, we require that you do not employ convicted child 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.

P. 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

Q. MINORITY BUSINESS ENTERPRISE PARTICIPATION
1. It is the goal of The Howard County Public School System that Maryland Department of Transportation certified minority business enterprise firms
participate in a minimum of zero (0%) percent of the total dollar value of this procurement. The contractor or supplier who provides materials, supplies, equipment, and/or services for this solicitation shall attempt to achieve the result that a minimum of zero (0%) percent of the total contract value is made directly or indirectly from certified minority business enterprises. The bidder or offeror agrees to make a good faith effort to achieve this goal with certified minority business enterprises.

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

3. The Howard County Public School system may request Minority Business Enterprise (MBE) participation on future on call projects that may be funded by the State of Maryland. The awarded Contractor(s) may be required to submit along with their pricing proposals on future projects (MBE) documentation (Section 00730, Attachments A, B, C, D, E, F & G) if applicable, at the request of the HCPSS.

R. BUILDING/SITE OCCUPANCY
1. 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.

S. PROJECT SCHEDULE
1. The majority of Gymnasium Equipment & Partition Inspection, Maintenance & Repair Contractor work will take place throughout the school year, spring breaks, summers and occasional weekends. Most projects are planned in advance. Some projects may be performed in conjunction with renovations. Selected Contractors are to expect time constraints for any given project.

2. A school calendar for the 2011/2012 school year is available at the hcpss.org website.

3. By submission of a bid, the Bidder agrees that once work commences, it shall be pursued on a daily basis until completed. Schedules will vary from project to project. Specific schedules will be given for each project and will be identified on the Purchase Order.

T. LOCAL OFFICE
1. 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 100 miles of the school system.

U. CONTRACTOR'S COORDINATOR
1. The Contractor shall provide, at least one person who shall be designated as the Project Manager. 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.

2. 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.

V. WORKING HOURS
1. Normal hours of work will be from 6:00 am to 6:00 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.

2. The Contractor shall perform the work under this Contract on the job site in the presence of HCPSS employees. 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.

W. MAINTENANCE OF MANPOWER
1. Any staff changes by the selected Contractor(s) must be reviewed and approved by HCPSS prior to any reassignments being made.

X. RIGHT TO ASSIGN WORK
1. The school system reserves the right to complete particular projects through this contract through the use of HCPSS employees or to obtain separate contracts through its normal procurement process according to the best interests of the school system.

Y. PROTECTION OF ADJACENT FACILITIES AND PROPERTY
1. 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.

2. 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.

3. 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.

4. 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.

Z. RESPONSIBILITY OF BIDDERS
1. 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.

AA. PERMITS, CODES, AND LAWS
1. All work shall be in accordance with the following rules and regulations and any applicable laws:
   
   National Fire Protection Association (NFPA)
   Basic National Building Code (BOCA)
   International Building Code (IBC)
   State Building Code (SBC)
   Local Building Codes (LBC)
   National Electrical Code (NEC)

2. 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.

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.

4. 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.

BB. ASBESTOS MATERIALS
1. No products shall contain asbestos.

2. Bidders/Contractor may be required to submit documentation stating that the products ordered, provided or supplied under this contract do not contain asbestos.

3. 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.

CC. LEAD PAINT: 40 CFR PART 745 RENOVATION, REPAIR, AND PAINTING RULE
1. 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.

2. 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.

3. 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.

4. HCPSS will identify the presence or absence of lead base paint within affected work areas and documentation will be made available upon request.

5. HCPSS will provide project notification and educational pamphlets as required per the Rule.

6. 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.

7. 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.

8. HCPSS project manager and/or Office of Safety, Environment, and Risk Management will sign related documents for the Contractor as required per the Rule.

DD. 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 HCPSS Contract Manager must approve any work performed outside of these hours.

3. Owner will provide storage for the Contractor's tools, equipment, and materials. Owner does not assume responsibility for the security of these items.

4. Contractor shall be responsible for painting all previously painted surfaces, and refinishing all wood surfaces including but not limited to doors, windows, frames, trim, art and technical education table tops, using stains and urethanes as listed in the scope of work for each job.

5. Contractor shall be responsible for all preparation work including but not limited to; removing all foreign objects, staples, nails, hooks and window treatments. Responsibilities include sanding, repairing holes smaller than 4” diameter,
repairing nicks, dings, dents, scratches and scars to provide a clean surface. Contractor shall notify Contract Manager or designee for inspection of all preparation work prior to any primers or paints being applied. Preparation work must be inspected for all surfaces, interior and exterior.

EE. SIGN-IN REQUIRED
1. 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.

FF. FINAL CLEANING
1. Upon completion of the work specified in the contract and before final payment will be made, the construction area and all other adjoining areas occupied by the Contractor during the construction 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 adjoining areas mentioned above will be reshaped, seeded, and mulched, or otherwise restored, as they existed prior to work.

GG. LEFTOVER PRODUCT
1. Any remaining product from projects will be considered the property of HCPSS, unless otherwise specified. It shall be the responsibility of the contractor to deliver all remaining product to a location within Howard County as specified by the Contract Manager before project completion.

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

II. DEMONSTRATION
1. 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.

JJ. ACCEPTANCE & INSPECTION
1. All work shall be subject to the inspection and approval of Howard County Public School System’s Contract Manager during construction and before final payment is made.

VI. SPECIFICATIONS
A. REQUIREMENTS
1. Shall have and office within a 100 mile radius of the Howard County Public School System.
2. Shall have a minimum of five (5) years experience as a Gymnasium Equipment & Partition Inspection, Maintenance & Repair Contractor.
3. Three (3) years experience working within a School System preferred.
5. Ability to complete projects within project schedule.
6. Ability to perform inspections, maintenance, and repairs on various types of gymnasium equipment (i.e. basketball backstops), divider curtains (manual and motorized), and partitions/operable walls (manual and motorized) per the specifications and requirements of the owner.
7. Ability to work evenings (3 pm to 11pm), weekends and on holidays if necessary.
8. Shall be able to perform work inside or outside of facilities.

B. BASKETBALL BACKSTOPS
1. Provide maintenance and repairs when needed including, but not limited to, lifting cables, pulleys, winches and motors.
2. Convert manual crank operated backstops to motorized operation when needed.

C. GYMNASIUM DIVIDER CURTAINS
1. Replace defective and worn parts.
2. Replace entire vinyl curtains when needed.
3. Replace/repair existing motors and associated controls.

D. PARTITIONS/OPERABLE WALLS
1. Replace defective and worn parts.
3. Replace/repair existing motors and associated controls.
THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

GENERAL PROVISIONS

1. THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM (HCPSS) IS A PUBLIC SCHOOL SYSTEM IN THE STATE OF MARYLAND.
   
   FEDERAL TAX ID: 52-6000968  
   MARYLAND SALES TAX: 30001219  
   FEDERAL EXCISE TAX: 52-73-0257K

2. ALL SHIPMENTS MUST BE PREPAID. SHIP BY TRUCK OR PARCEL POST ONLY. IF PRICES DO NOT INCLUDE DELIVERY CHARGES, PLEASE PREPAY AND ADD TO INVOICE.

3. INVOICE IN TRIPlicate TO THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM, ACCOUNTING SERVICES, 10910 ROUTE 108, ELLICOTT CITY, MARYLAND 21042-6198.

4. DELIVERY HOURS SHALL BE BETWEEN 8:30 A.M. TO 3:30 P.M. EXCEPT SATURDAY, SUNDAY AND HOLIDAYS.

5. THIS ORDER MAY BE CANCELLED WITHOUT PENALTY TO THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM IF DELIVERY IS NOT MADE WITHIN 60 DAYS.

6. ASSIGNMENTS AND SUBCONTRACTS THE CONTRACTOR MAY NOT ASSIGN OR TRANSFER THIS CONTRACT, ANY INTEREST HEREIN OR ANY CLAIM HEREUNDER. EXCEPT AS EXPRESSLY AUTHORIZED IN WRITING BY HCPSS.

7. DOCUMENTS, MATERIALS AND DATA: ALL DOCUMENTS, MATERIALS OR DATA DEVELOPED AS A RESULT OF THIS CONTRACT SHALL BE HCPSS'S PROPERTY. HCPSS HAS THE RIGHT TO USE AND REPRODUCE ANY DOCUMENTS, MATERIALS, AND DATA.

8. INDEMNIFICATION THE CONTRACTOR SHALL INDEMNIFY, SAVE HARMLESS, AND DEFEND THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM AND ALL OF ITS REPRESENTATIVES FROM ANY AND ALL SUITS, ACTIONS, DAMAGES, AND CLAIMS OF ANY CHARACTER BROUGHT ON ACCOUNT OF ANY INJURY OR DAMAGES SUSTAINED BY ANY PERSON OR PROPERTY IN CONSEQUENCE OF ANY PRODUCT, MATERIAL, EQUIPMENT, AND/OR WORK PERFORMED UNDER THIS CONTRACT, EITHER BY THE CONTRACTOR AND/OR SUBCONTRACTOR, THEIR AGENTS, EMPLOYEES OR REPRESENTATIVES.

9. INDEPENDENT CONTRACTOR: THE CONTRACTOR IS AN INDEPENDENT CONTRACTOR. THE CONTRACTOR AND THE CONTRACTOR'S EMPLOYEES OR AGENTS ARE NOT AGENTS OF HCPSS.

10. NONDISCRIMINATION IN EMPLOYMENT: ARTICLE 49B OF THE ANNOTATED CODE OF MARYLAND PROHIBITS EMPLOYMENT DISCRIMINATION ON THE BASIS OF AGE, SEX, COLOR, MARITAL STATUS, PHYSICAL OR MENTAL HANDICAP, NATIONAL ORIGIN, RACE, OR RELIGION.

11. ORDER OF PREFERENCE: IN THE EVENT OF AN INCONSISTENCY AMONG PROVISIONS OF THIS INVITATION FOR BID, THE INCONSISTENCY SHALL BE RESOLVED BY GIVING PREFERENCE IN THE FOLLOWING ORDER:
    • GENERAL PROVISIONS
    • TERMS AND CONDITIONS
    • THE SPECIFICATIONS
    • DRAWINGS OR OTHER ADDENDA

12. COMPLIANCE: THIS SOLICITATION IS ISSUED IN COMPLIANCE WITH SECTION 5-112 OF THE ANNOTATED CODE OF MARYLAND.

13. COMMERCIAL WARRANTY: THE CONTRACTOR AGREES THAT THE SUPPLIES OR SERVICES FURNISHED UNDER THE CONTRACT SHALL BE COVERED BY THE MOST FAVORABLE COMMERCIAL WARRANTIES THE CONTRACTOR GIVES TO ANY CUSTOMER FOR SUCH SUPPLIES OR SERVICES AND THAT THE RIGHT AND REMEDIES PROVIDED HEREIN ARE IN ADDITION TO AND DO NOT LIMIT ANY RIGHTS AFFORDED TO THE BOARD OF EDUCATION BY ANY OTHER CLAUSES OF THE CONTRACT.
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 being named as an additional insured under any and all coverages except Workers compensation and business automobile liability. It is agreed that such insurance as is required hereunder is in full compliance with the requirements of the Contract Documents.
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

GYMNASIUM EQUIPMENT & PARTITION INSPECTION,
MAINTENANCE & REPAIR SERVICES
BID #043.12.B3

BID PRICE SHEET

Date: 1/2 - 13 - 2011

Bidder: J.J. Distribution, Inc.

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 #043.12.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:

SERVICE LABOR RATES:

<table>
<thead>
<tr>
<th>POSITION</th>
<th>REGULAR HOURS</th>
<th>PREMIUM HOURS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>Not to exceed $55.00 /man-hour</td>
<td>Not to exceed $69.00 /man-hour</td>
</tr>
<tr>
<td>Field Technician</td>
<td>Not to exceed $55.00 /man-hour</td>
<td>Not to exceed $69.00 /man-hour</td>
</tr>
<tr>
<td>Laboret/Helper</td>
<td>Not to exceed $55.00 /man-hour</td>
<td>Not to exceed $69.00 /man-hour</td>
</tr>
</tbody>
</table>

TIME & MATERIAL RATES:

- Material Mark Up: % over invoice (inclusive of freight/handling costs, overhead and profit) 25%
- Equipment Rental Mark Up: % over invoice (inclusive of freight/handling costs, overhead and profit) 15%
- Subcontractor Mark Up: % over invoice (inclusive of freight/handling costs, overhead and profit) 15%

NOTE: All costs are to be all inclusive. The costs of all labor, material, equipment, supervision, mileage, clean up, waste disposal, overhead, and profit are to be included. Travel time shall be borne by the Contractor.
LIST SPECIFIC MANUFACTURERS THAT YOUR FIRM REPRESENTS:

Porter Athletic Eqpt.

Divider Curtains: Performance Sports Systems / Gared Inc.
Porter Athletic Eqpt.

Movable Partitions: Woodford Accordian Partitions
Advanced Equipment Inc - Panel will $41.25
II. COMPANY INFORMATION

J. J. DISTRIBUTORS INC.
Name of company

2220 Commerce Road - Unit 5
Street Address

Forest Hill MD
City

21052 Zip

410 638 6356 Telephone#

110 638 6357 Fax#

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: David Dixon
Address: 2220 Commerce Rd. Unit 5

Forest Hill MD 21052

e-mail: dave@ojdistributors.com

Title: V.P. Operations
Phone: 410 638 6358

Fax: 410 638 6359

Cellular: 443 243 1937

IV. RECEIPT OF ADDENDA

Addendum: __  Dated: N/A

Addendum: __  Dated: 

Addendum: __  Dated: 

Received: ☐  Received: ☐  Received: ☐
THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

BID SIGNATURE SHEET

A. Bidder's Certification

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

2. I/we certify that this bid is made without having contacted any employee within The Howard County Public School System unless such contacts were previously authorized by the Purchasing Officer.

3. I/we certify that this bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived and agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the bid prices of the affidavit or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any bidder, or to secure any advantage against the Board of Education of Howard County or any other person interested in the proposed contract; and that all statements in said proposal or bid are true.

4. I/we affirm that this firm will not knowingly employ an individual to work at a school if the individual is a Registered Sexual Offender, pursuant to section 11-722 (C) of the Criminal Procedure Article of the Annotated 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

1. 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: J.J. DISTRIBUTORS INC

(Company name)
2220 Commerce Bld. - Unit 5

(street address)
Forest Hill, MD 21050

(city, state and zip)

(telephone number)

(David Dinap)

(person authorized to sign bids)

(V.P. Operations)

(title of authorized representative)

(Signature of authorized representative)

(Date)

12/18/2014

Angel Brandt

Harford County, MD
EXPERIENCE/REFERENCE FORM

Bidder: T. J. DISTRIBUTORS INC

1. Customer Name: Newport News Public School System
2. Customer Address: 261 Hogan Drive, Newport News VA
3. Contact Name and Title: Jim Seagraves - Building Services Dept.
4. Contact Phone #: 757 532 1805
5. Describe customer's facility: K-12 School Facility - Various Locations

6. Describe service performed: Provide annual safety inspection and preventive maintenance visits to (32) schools within NNPS. Evaluate all authorized basketball equipment,terior passive & related athletic equipment in school gym - Provide client with follow up reports on each site detailing condition

7. Name of your firm's Project Manager: Dave Dixon

8. Is this contract renewable? yes☐ no☐
9. If yes to the above, was the contract renewed? And if not, why not? yes

10. Was service performed on an on-call basis? yes☐ no☐
11. Was this fixed price, T & M, lump sum, other? Both. Fixed pricing and pro-rated rates applied
12. Annual Dollar amount of contract: $35,000.00
13. Commencement Date: Jan 2004 Termination Date: Dec 2013

14. List of all similarities to HCPSS requirements: Perform repair and maintenance to all shop manufactured's product - Provide parts and repair on as needed basis including emergency service when needed. Contract applies to gym equipment such as flooring, racetracks, gym backboards, divider curtains, etc.

*A total of four (4) Experience/Reference Forms must be provided with the submittal of bid documents.*
EXPERIENCE/REFERENCE FORM

Bidder: T.J. DISTRIBUTORS Inc.

1. Customer Name: District of Columbia Public Schools
2. Customer Address: 3202 Penn Center, NE - Washington DC
3. Contact Name and Title: Ron Campbell - OSPM - Building Services
4. Contact Phone #: 202-359-0765
5. Describe customer's facility: K-12 Public School Facilities - Various locations
6. Describe service performed: Provide on call repair and maintenance services to gym equipment at various DCPS sites - Equipment services includes motorized folding wall systems, gym backstop, dividers, etc.
7. Name of your firm's Project Manager: Dave Donovan
8. Is this contract renewable? yes □ no □
9. If yes to the above, was the contract renewed? And if not, why not? N/A
10. Was service performed on an on-call basis? yes □ no □
11. Was this fixed price, T & M, lump sum, other: T&M
12. Annual Dollar amount of contract: $ 50,000.00
13. Commencement Date: Feb 2010 Termination date: Jan 2012
14. List of all similarities to HCPSS requirements: T.J. DIST PROVIDES REPAIR & maint. services as the work orders are generated from School Admin. Staff. Work is scheduled with office of OSPM and scheduled in a timely manner to minimize equipment downtime and correct any unsafe or hazardous conditions.

*A total of four (4) Experience/Reference Forms must be provided with the submittal of bid documents.*
EXPERIENCE/REFERENCE FORM

Bidder: T.J. DISTRIBUTORS Inc.

1. Customer Name: Baltimore City Public School System
2. Customer Address: 2221 Garrett Ave. Baltimore MD
3. Contact Name and Title: Mike Dozier - Office of Contract Maintenance
4. Contact Phone #: 410-904-8530
5. Describe customer's facility: K-12 Public School Facilities - Various Locations

6. Describe service performed: Provide on call inspection & repair to gym equipment including motorized basketball systems

7. Name of your firm’s Project Manager: Dave Drisko
8. Is this contract renewable? yes [ ] no [ ]
9. If yes to the above, was the contract renewed? And if not, why not? Yes No.
   This is the first year of contract - it is assumed the contract will be renewed by BCPSS in July 2012

10. Was service performed on an on-call basis? yes [ ] no [ ]
11. Was this fixed price, T & M, lump sum, other: T & M
12. Annual Dollar amount of contract: $ 59,000.00
13. Commencement Date: Aug 2011 Termination date: July 2012

14. List of all similarities to HCPSS requirements: School admin staff generates work orders as equipment malfunction or becomes un-usable - these work orders are then passed on to T.J. Distributors for further action. We provide on call inspection & repair services for client to minimize downtime and eliminate any unsafe or hazardous conditions.

* A total of four (4) Experience/Reference Forms must be provided with the submittal of bid documents.
EXPERIENCE/REFERENCE FORM

Bidder: T J DISTRIBUTED INC

1. Customer Name: Harford County Public Schools
2. Customer Address: Conowingo Pkwy - Bel Air Rd
3. Contact Name and Title: Reggie Watkins - Building Services - Location:
4. Contact Phone #: Cell # 443 807 0578
5. Describe customer's facility: K-12 Public School Facilities - Various Locations

6. Describe service performed: Provide on call maintenance and repair services to gymnastics equipment including:部长al folding wall system, gym basketball systems, dividers & related athletic equipment

7. Name of your firm's Project Manager: Dave Dinan
8. Is this contract renewable? yes □ no □
9. If yes to the above, was the contract renewed? And if not, why not? □

10. Was service performed on an on-call basis? yes □ no □
11. Was this fixed price, T & M, lump sum, other: □
12. Annual Dollar amount of contract: $ 15,000.00
13. Commencement Date: June 2001 Termination Date: Open

14. List of all similarities to HCPSS requirements: Work orders for equipment repairs are turned over to T J Distributors for evaluation, proposal & follow up action - typically this work is done on a time & material billing system.

*A total of four (4) Experience/Reference Forms must be provided with the submittal of bid documents.*
KEY PERSONNEL FORM

STAFFING PLAN – Project Manager

Bidder: T.J. DISTRIBUTORS Inc. Phone #: 410 638 6358
Project Manager: David Diano Fax #: 410 638 6359
(Name) Cell#: 410 213 1937
Email: dave@tjdistributors.com

TECHNICAL TRAINING/EDUCATIONAL BACKGROUND:

Association/Institution PSS/Gared Sports Equip Licenses/Certifications Certified Mechanic/Installer Date Earned June 1997

Number of years with previous firm: N/A
Number of years as a full time employee with present firm: 15

Name of previous firm:

Positions held for the past three years: N/A

Positions held for the past three years:

V.P. Operations Installation Supervisor

List similar projects worked on and a particular role this individual had during each project:

- Customer Name: Baltimore City Public Schools
  - Contact Name and Title: Mike Rogers - Contract Maintenance
  - Address: 2221 Garfield Ave. Baltimore MD Phone #: 410-837-8530
  - Position held: Project Manager
  - Specific work performed: Work with school superintendents, superintendents, and school boards to schedule work of client.
  - Brief description of project: Provide labor, supervision, and support to help perform maintenance of all gym equipment and motorized partition systems.

- Customer Name: Harford County Public School System
  - Contact Name and Title: Reggie Williams - Building Maintenance Superintend
  - Address: Conowingo Road - Bel Air MD Phone #: 410 638 4088
  - Position held: Project Manager
  - Specific work performed: Worked with Mr. Williams on an as-needed basis
  - Brief description of project: Provide labor, supervision, and support to help perform maintenance of all gym equipment and motorized partition systems.

It is imperative that accurate contact names and phone numbers be given for the references listed. All references are to include a contact person who can comment on the Project Manager’s ability to perform work such as is specified in the bid documents.
KEY PERSONNEL FORM

STAFFING PLAN – Field Technician

Bidder: J.T. DISTRIBUTORS INC Phone #: 410 638 6358
Field Technician: Marc Boltwood Fax #: 410 638 6359
(Name) Cell#: 443 243 1936
Email: info@jt distributors.com

TECHNICAL TRAINING/EDUCATIONAL BACKGROUND:
Association/Institution Licenses/Certifications Date Earned
PSS/George Public Equip Certified Mechanic/Installer Apr. 2003

Number of years with previous firm: N/A
Number of years as a full-time employee with present firm: (8)

Name of previous firm:

Positions held for the past three years:

Positions held for the past three years: Chief Mechanic/Installer

List similar projects worked on and particular role this individual had during each project:

- Customer Name: Newport News Public School System
  - Contact Name and Title: Tim Seagrave - Building Services
  - Address: 761 Hogan Drive - Newport News VA Phone: 757-532-1805
  - Position held: Site Foreman
  - Specific work performed: Work directly with school staff & T.J. Dist related activity
  - Brief description of project: Provide on site services & supervise for all T.J. Dist employees
    - Coordinate all work with school admin & district staff
  - Ensure all work is done 100% complete, in timely manner and of high quality

- Customer Name: District of Columbia Public Schools
  - Contact Name and Title: Ron Campbell - Building Services
  - Address: 3202 Rosa Center, NE, Wash. DC Phone: 202-359-0765
  - Position held: Site Foreman
  - Specific work performed: Oversee all on site activities for T.J. Dist.
  - Brief description of project Same as outlined above

It is imperative that accurate contact names and phone numbers be given for the references listed. All references are to include a contact person who can comment on the Field Technicians ability to perform work such as is specified in the bid documents.

NOTE: The key personnel form shall be completed for two (2) Field Technicians assigned the contract if awarded.
KEY PERSONNEL FORM

STAFFING PLAN – Field Technician

Bidder: T.J. Distributors Inc

Field Technician: Justin Fox

Phone #: 410 638 6556
Fax #: 410 638 6359
Cell #: 410 443 243 - 1940
Email: i.t @ tjdistributors.com

TECHNICAL TRAINING/EDUCATIONAL BACKGROUND:

Association/Institution
Registered Athletic Trainer

Licenses/Certifications
Certified Mechanic/Installer

Date Earned
May 1997

Number of years with previous firm: N/A
Name of previous firm:

Number of years as a full time employee with present firm: 11

Positions held for the past three years:

Positions held for the past three years: Chief Mechanic/Installer

List similar projects worked on and particular role this individual had during each project:

• Customer Name: Baltimore City Public School System
  • Contact Name and Title: Daryl L. Williams - Contract Maintenance
  • Address: 2221 Correll Ave, Baltimore, MD Phone #: 410 904 5530
  • Position held: On-Site Team Leader/Supervisor
  • Specific work performed: Oversee all on site activities for T.J. Distributors
  • Brief description of project: Work directly with school staff to coordinate work and ensure safety.

• Customer Name: Harford County Public Schools
  • Contact Name and Title: Daryl L. Williams - Building Maintenance
  • Address: 2221 Correll Ave, Baltimore, MD Phone #: 410 638 4088
  • Position held: Site Manager/Supervisor
  • Specific work performed: Oversee all on site activities for T.J. Distributors
  • Brief description of project: Same as outlined above

It is imperative that accurate contact names and phone numbers be given for the references listed. All references are to include a contact person who can comment on the Field Technician’s ability to perform work such as is specified in the bid documents.

NOTE: The key personnel form shall be completed for two (2) Field Technicians assigned the contract if awarded.
Gymnasium Equipment & Periflaxation Inspection,
Maintenance & Repair Services
Bld # 043.12.B3

PROFILE OF COMPANY FORM

Comprehensive Description of Organization

Complete for local office which will be performing The Howard County Public School System work.

Company Name: J.J. DISTRIBUTORS INC. Phone #: 410 636-6358
Company Address: 2220 Commerce Rd. Unit 5 Fax #: 410 636-6359
Forest Hill MD 21050 E-mail: info@jjdistributors.com
Web Page: www.jjdistributors.com

Date of Incorporation: Feb. 1995 State of Incorporation: Maryland

State of Maryland Contractors License number: 12705399

Number of Years in business under present name: 16

Number of Years working in a School System: 16

Other or former names under which your organization has operated: N/A

Percent (%) of Work Performing:
Sales & Installation of School Equipment Services (Inspection) 5%
Athletic Equipment, Safety Systems, Etc. (list) Services (Maintenance & Repair) 5%
Other Service 90%

Name of Principal(s) and Title(s):
Ivor L. Davie Jr. President
David Davie Vice President
Jason Davie Treasurer

History of Firm: J.J. DISTRIBUTORS is a small family owned business started in 1985. We employ (5) office staff and (16) field mechanics/installers. We are involved in the sales, installation & maintenance of spectator safety & athletic equipment and primarily work in the K-12, University & recreation market.

Total Number of Employees: 21 Number of Office Personnel: 5
Number of Field Employees: 16 Number of Other: 16

Has your firm, in the last five years, ever had a contract terminated for any reason? Yes ☐ No X
If Yes, Explain: 

Total Company Annual Dollar Volume for all On Call Contractor work:
2008 $ 500,000.00 2009 $ 500,000.00 2010 $ 600,000.00
$500,000.00 $500,000.00
<table>
<thead>
<tr>
<th>CONSTRUCTION FIRM</th>
<th>RECEIPT</th>
<th>TOTAL</th>
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<td>215.00</td>
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ISSUING FEES: 2.00

TOTAL: 2.00

JAMES J. REILLY, CLERK OF CIRCUIT COURT
20 WEST COURTLAND STREET
BEL AIR, MARYLAND 21014 (410) 834-3245

THIS LICENSE MUST BE PUBLICLY DISPLAYED AND EXPIRES ON APRIL 30, 2012
**ACORD Certificate of Liability Insurance**

**Date:** 12/13/2011

**Producer:**
WSMT Insurance
137 E. Broadway
P.O. Box 1455
Bel Air, MD 21014-7455

**Insured:**
T J Distributors of MD Inc
2220 Commerce Rd
Suite 5
Forest Hill, MD 21050-2560

**Insurer A:**
Selective Insurance Co of America
12572

**Insurer B:**
North River Insurance Company
21105

**Insurer C:**
Selective Ins Co of South Carolina
19259

**Coverages:**

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<thead>
<tr>
<th>Coverage Type</th>
<th>Policy Number</th>
<th>Policy Effective Date</th>
<th>Policy Exp.</th>
<th>Limits</th>
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<td>General Liability</td>
<td>S 1844623</td>
<td>01/21/2011</td>
<td>01/21/2012</td>
<td>$1,000,000</td>
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<tr>
<td>Commercial General Liability</td>
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<td>X PRIMARY &amp; NON CONTRIBUTORY</td>
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<td>Umbrella Liability</td>
<td>S 1844623</td>
<td>01/21/2011</td>
<td>01/21/2012</td>
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<td>X Retention $0</td>
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<td>01/21/2011</td>
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<td>$1,000,000</td>
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<td>Installation Small Tools</td>
<td>S 1844623</td>
<td>01/21/2011</td>
<td>01/21/2012</td>
<td>$5,000,000</td>
</tr>
</tbody>
</table>

**Description of Operations / Locations / Vehicles:**
Bid for Gymnasium Equipment and Partition Inspection and Maintenance Services

**Certificate Holder:**
Howard County Public Schools'
Bid # 043.12.83
10910 Route 108
Ellicott City, MD 21042

**Authorized Representative:**
Peggy Singleton/PEGGY

© 1988-2010 ACORD CORPORATION. All rights reserved.
To: Joe Veslany  
Howard County Public Schools  

Date: 12/2/11  
From: Dave Dinan

Re: MOSH/OSHA/MDE/EPA Letter  

The bid package includes a checklist that refers to the following item being included with the Technical Offer:  
- MOSH/OSHA/MDE/EPA Letter

However there was no detail in the specifications on exactly what type of letter was to be provided.

With that said, please accept this memo as our submission of the following information:

All site related activities performed by TJ Distributors as a result of this contract shall be in compliance with guidelines / regulations set in place by the following agencies:  
1. Maryland OSHA  
2. OSHA  
3. MDE  
4. Environmental Protection Agency

Work that may be performed shall include, but not limited to the following:  
1. Vehicle travel on and around school building  
2. On site work and use of ladders, power tools, etc  
3. Use of electrical power tools, electrical extension cords, etc  
4. Clean up and proper disposal of any job related debris

Please call if any questions.

Sincerely,  
Dave Dinan
CHECK LIST

TECHNICAL OFFERS

The following forms must be included within the Technical Offer.

<p>| | |</p>
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- Experience/Reference Form (4 projects)
- Key Personnel Form (one (1) Project Manager, two (2) Field Technicians)
- Profile of Company Form
- Contractors License
- Specimen Copy of Certificate of Insurance
- MOSH/OSHA/MDE/EPA Letter
- Letter from Bonding Company
To: Joe Veslany
Howard County Public Schools

Re: MOSH/OSHA/MDE/EPA Letter

Date: 12/2/11
From: Dave Dinan

# of pages –

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4. Environmental Protection Agency

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2. On site work and use of ladders, power tools, etc
3. Use of electrical power tools, electrical extension cords, etc
4. Clean up and proper disposal of any job related debris

Please call if any questions.

Sincerely,
Dave Dinan
December 2, 2011

Howard County Public School System
10910 Route 108
Ellicott City, MD 21042

RE: TJ Distributors, Inc.
On-Call Maintenance and Repairs to Gymnasium Bleacher Seating Systems

To Whom It May Concern:

As surety for TJ Distributors, Inc., Hudson Insurance Company hereby agrees to furnish the 100% Performance, Labor and Materials Bonds, as required by the specifications on an as needed basis for the On-Call Maintenance and Repairs to Gymnasium Bleacher Seating Systems, on behalf of the Contractor, in the event that such firm be the successful bidder for this project.

Bonding is subject to normal underwriting at the time of award and review of the contract for acceptable terms by Hudson Insurance Company.

Hudson Insurance Company

By, Belinda M. Ferciot, Attorney-In-Fact
BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 17 State Street, New York, New York, 10004, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Michael E. Schendel, Anthony J. Pang, Debra L. Stewart, Catherine M. Mathews, Belinda M. Ferclot of the State of Maryland

Courtney Cathleen Seed of the State of Virginia

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereto duly attested this 16th day of March, 2011 at New York, New York.

[Signature]
HUDSON INSURANCE COMPANY

By: Christopher T. Suarez, Executive Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK

On the 16th day of March, 2011 before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by line order.

[Signature]
ANN M. MURPHY
Notary Public, State of New York
No. D1MU0767553
Qualified in Nassau County
Commission Expires December 10, 2013

CERTIFICATION

The undersigned Deborah S. Aschheim hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made, and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognition, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether hereof or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

[Signature]
Deborah S. Aschheim, Corporate Assistant Secretary

H:\My Documents\HUDSON\Surety\Powers and Seals\POA templates\Form Bid 8 2910 (v1.1).doc
THIS IS TO CERTIFY THAT
MR. JACOB LINNELL
HAS COMPLETED ALL OF THE
NECESSARY REQUIREMENTS TO BE AWARDED FULL INSTALLATION CERTIFICATIONS ON
THE FOLLOWING HUSSEY SEATING COMPANY PRODUCTS:
MAXAM Telescoping Bleachers - MX0000-4102
January 2012

Heather Anderson
Installation Manager
HAS COMPLETED ALL OF THE NECESSARY REQUIREMENTS TO BE APPOINTED AS INSTALLATION CERTIFICATIONS ON THE FOLLOWING HUSSEY SEATING COMPANY PRODUCTS:

MAXXMAX Telescoping Elektras - MX8000 TH

Installation Manager

Expiration Date: January 2002

MARK BOURGEOIS

General Manager
INSTALLATION CERTIFICATION

HUSSEY SEATING COMPANY
NORTH BERWICK, ME.

HUSSEY
SINCE 1835

THIS IS TO CERTIFY THAT

HAS COMPLETED ALL OF THE
NECESSARY REQUIREMENTS TO BE AWARDED FULL INSTALLATION CERTIFICATIONS ON
THE FOLLOWING HUSSEY SEATING COMPANY PRODUCTS:

MAXAM Telescoping Bleachers – MXM00-129

January 2012
Expiration Date:

Mark Beaulieu
Installation Manager

Timothy D. Hussey, President
Chief Executive Officer
February 6, 2015

Mr. David Dinan
T.J. Distributors, Inc.
2220 Commerce Road, Unit 5
Forest Hill, MD 21050


Mr. Dinan:

In accordance with the Terms and Conditions, The Howard County Public School System has chosen to renew Contract #043.12.B3, Gymnasium Equipment & Partition Inspection, Maintenance & Repair Services for an additional one-year period. This is the third renewal period. There are two renewal options remaining.

The new contract period will be February 9, 2015 to February 8, 2016.

The TERMS AND CONDITIONS of the initial contract remain firm.

The Purchasing Office will issue a Purchase Order(s) to your firm as required.

Mr. Jeff Wetzel (410) 313-7084, is responsible for the day-to-day administration of this contract.

If you have any questions, please contact me at your convenience, (410) 313-6723.

Sincerely,

Joe Veslany
Buyer

cc: Herb Savje
Jeff Wetzel
File