

**Worcester County Administration
1 West Market Street, Room 1103
Snow Hill, Maryland 21863**



INVITATION FOR BID

PROJECT: **Spray Foam Application
Public Works Maintenance Building**

DEPARTMENT: **Public Works – Maintenance Division**

Vendor:

NAME: _____

ADDRESS: _____

Pre-Bid Meeting (*non-mandatory*):

Date / Time: **Tuesday, October 7, 2026, at 10:30 a.m.**

Location: **6113 Timmons Road, Snow Hill, MD 21863**

Bid Opening:

DATE: **Monday, October 26, 2026**

TIME: **2 p.m.**

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SECTION I: INTRODUCTION

A. PURPOSE

1. The purpose of this Invitation for Bid Document is for Worcester County ("County") to contract for the furnishing of all labor, materials, transportation, tools, supplies, equipment, and other items necessary for all work to contract for **Spray Foam Application at Public Works Maintenance Building** in conformity with the requirements contained herein ("Bid Document(s)").

B. CLARIFICATION OF TERMS

1. Firms or individuals that submit a bid for award of a contract ("Contract") are referred to as vendors ("Vendors") in this document. The Vendor that is awarded the Contract is herein referred to as the ("Successful Vendor").

C. QUESTIONS AND INQUIRES

1. Questions must be addressed in writing to the Worcester County Procurement Officer at purchasing@worcestermd.gov.
2. **The last date/time to submit questions for clarification will be noon on Friday, October 16, 2026.**
3. Addenda are posted on the County website at under County Info - Bid Board: at <https://www.worcestermd.gov/commissioners/bids> at least five calendar days before bid opening.
4. It is the Vendor's responsibly to make sure all addenda are acknowledged in their bid. Failure to do so could result in the bid being disqualified.

D. FILLING OUT BID DOCUMENTS

1. Use only forms supplied by the County.
2. One unbound original and two bound copies of the bid form and any required attachments must be submitted in the solicitation and can be submitted in the same envelope unless otherwise instructed.
3. Bid Documents should be compiled as follows: (1) Cover letter, (2) Form of Bid, (3) References, (4) Exceptions Document and Signed addenda, if necessary (5) Individual Principal Document, (6) Vendor's Affidavit of Qualification to Bid, and (7) Non-Collusive Affidavit
4. Where so indicated by the make-up of the Bid Documents, sums will be expressed in both words and figures, and in the case of a discrepancy between the two, the amount written in words will govern. In the event there is a discrepancy between the unit price and the extended totals, the unit prices will govern.
5. Any interlineation, alteration, or erasure will be initialed by the signer of the Bid Documents.
6. Each copy of the Bid Documents will be signed by the person(s) legally authorized to bind the Vendor to a contract, using the legal name of the signer. Bid Documents submitted by an agent will have a current Power of Attorney attached certifying the agent's authority to bind the Vendor.
7. Vendor will supply all information and submittals required by the Bid Documents to constitute a proper and responsible completed Bid Document package.
8. Any ambiguity in the Bid Documents as a result of omission, error, lack of clarity or non-compliance by the Vendor with specifications, instructions, and/or all conditions of bidding will be construed in the light most favorable to the County.

E. SUBMISSION OF BID DOCUMENTS

1. All copies of the Bid Documents and any other documents required to be submitted with the Bid Documents will be enclosed in a sealed envelope. The envelope will be addressed to the Worcester County Commissioners and will be identified with the project name: **"Spray Foam – Maintenance"** and the Vendor's name and address. If the Bid Documents are sent by mail, the

sealed envelope will be enclosed in a separate mailing envelope with the notation “SEALED BID DOCUMENTS ENCLOSED” on the face thereof.

2. Bids must be mailed or hand carried to the **Worcester County Administration Office, 1 West Market Street, Room 1103, Snow Hill, MD 21863**, in order to be received **prior** to the announced bid deadline. *Bids received after said time or delivered to the wrong location will be returned to the Vendor unopened.*
3. **Bids are due and will be opened at the time listed on the front of this Bid Document.**
4. If you are delivering a bid in-person please keep in mind to allow time to get through security and into the Administration Office. It is fully the responsibility of the Vendor to ensure that the bid is received on time.
5. The County will not speculate as to reasonableness of the postmark, nor comment on the apparent failure of a public carrier to have made prompt delivery of the bid.
6. Vendors, or their authorized agents, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bid Documents; failure to do so will be at the Vendor’s own risk.
7. A fully executed Affidavit of Qualification to Bid will be attached to each Bid Document.
8. Minority vendors are encouraged to participate.
9. All Vendor submitted Bid Documents will be valid for a minimum of sixty days from the date of Bid Document opening.
10. Electronically mailed bids are **not** considered sealed bids and will **not** be accepted.

F. OPENING OF BIDS

1. Bid Documents received on time will be opened publicly and Vendors’ names and total costs will be read aloud for the record.
2. The Contract will be awarded or all Bid Documents will be rejected within sixty days from the date of the Bid Document opening.

G. ACCEPTANCE OR REJECTION OF BIDS

1. Unless otherwise specified, the Contract will be awarded to the most responsible and responsive Vendor complying with the provisions of the Bid Documents, provided the bid does not exceed the funds available, and it is in the best interest of the County to accept it. The County reserves the right to reject the Bid Documents of any Vendor who has previously failed to perform properly in any way or complete on time contracts of a similar nature; or a Bid Document from a Vendor who, investigation shows, is not in a position to perform the Contract; or Bid Documents from any person, firm, or corporation which is in arrears or in default to the County for any debt or contract.
2. Completed Bid Documents from Vendors debarred from doing business with the State of Maryland or the Federal Government will not be accepted.
3. In determining a Vendor’s responsibility, the County may consider the following qualifications, in addition to price:
 - a. Ability, capacity, and skill to provide the commodities or services required within the specified time, including future maintenance and service, and including current financial statement or other evidence of pecuniary resources and necessary facilities.
 - b. Character, integrity, reputation, experience and efficiency.
 - c. Quality of past performance on previous or existing contracts, including a list of current and past contracts and other evidence of performance ability.
 - d. Previous and existing compliance with laws and ordinances relating to contracts with the County and to the Vendor’s employment practices.
 - e. Evidence of adequate insurance to comply with Contract terms and conditions.
 - f. Statement of current workload and capacity to perform/provide the Goods and/or Services.
 - g. Explanation of methods to be used in fulfilling the Contract.

- h. The Vendor, if requested, will be prepared to supply evidence of its qualifications, listed above, and its capacity to provide/perform the Goods and/or Services; such evidence to be supplied within a specified time and to the satisfaction of the County.
4. In determining a Vendor's responsiveness, the County will consider whether the Bid Document conforms in all material respects to the Bid Documents. The County reserves the right to waive any irregularities that may be in its best interest to do so.
5. The County will have the right to reject any and all Bid Documents, where applicable to accept in whole or in part, to add or delete quantities, to waive any informalities or irregularities in the Bid Document received, to reject a Bid Document not accompanied by required Bid security or other data required by the Bid Documents, and to accept or reject any Bid Document which deviates from specifications when in the best interest of the County. Irrespective of any of the foregoing, the County will have the right to award the Contract in its own best interests.

H. QUALIFICATIONS

1. The Vendor must be in compliance with the laws regarding conducting business in the State of Maryland. All Vendors shall provide a copy Certificate of Status from the Maryland Department of Assessments and Taxation, evidencing the Vendor is in good standing with the State of Maryland. See https://sdatcert1.resiusa.org/certificate_net/ for information on obtaining the Certificate of Status. *Certificates of status are not available for trade names, name reservations, government agencies, sole proprietorships, and some other accounts as these are not legal entities and thus are not required for these categories of Vendors.* For more information on the Certificate of Status please see <http://www.dat.state.md.us/sdatweb/COSinfo.html>.
2. Worcester County reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Vendor's inability to provide this documentation could result in the bid being rejected.

I. DESCRIPTIVE LITERATURE

1. The proposed descriptive literature fully describing the product bid is what is intended to be included as the price. Failure to do so may be cause for rejection of the bid.
2. Any items, systems or devices supplied in this bid that are proprietary in nature relative to maintenance, repair, servicing or updating must be disclosed on the bid form.

J. NOTICE TO VENDORS

1. Before a Vendor submits the Bid Documents it will need to become fully informed as to the extent and character of the Goods and/or Services required and are expected to completely familiarize themselves with the requirements of this Bid Document's specifications. Failure to do so will not relieve the Vendor of the responsibility to fully perform in accordance therewith. No consideration will be granted for any alleged misunderstanding of the material to be furnished or the Services to be performed, it being understood that the submission of a Bid Document is an agreement with all of the items and conditions referred to herein.

K. PIGGYBACKING

1. Worcester County may authorize, upon request, any governmental entity (hereafter Authorized User) within the County to purchase items under the contract awarded pursuant to this bid solicitation.
2. All purchase orders issued against the contract by an authorized User shall be honored by the Successful Vendor in accordance with all terms and conditions of this contract.
3. The issuance of a purchase order by an Authorized User pursuant to this provision shall constitute an express assumption of all contractual obligations, covenants, conditions and terms of the contract. A breach of the contract by any particular Authorized User shall neither constitute nor be deemed a breach of the contract as a whole which shall remain in full force and effect, and shall not affect the validity of the contract nor the obligations of the Successful Vendor thereunder respecting the County.
4. The County specifically and expressly disclaims any and all liability for any breach by an Authorized User other than the County and each such Authorized User and Successful Vendor guarantee to save the County, its officers,

agents and employees harmless from any liability that may be or is imposed by the Authorized User's failure to perform in accordance with its obligations under the contract.

END OF SECTION

SECTION II: GENERAL INFORMATION

A. ECONOMY OF BID

1. Bid Documents will be prepared simply and economically, providing straightforward and concise description of the Vendor's capabilities to satisfy the requirements of the Bid Documents. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representations beyond that sufficient to present a complete and effective Bid Document are neither required nor desired.

B. PUBLIC INFORMATION ACT (PIA)

1. Worcester County is subject to the Maryland Public Information Act and may be required to release bid submissions in accordance with the Act.
2. Any materials the Vendor deems to be proprietary or copyrighted must be marked as such; however, the material may still be subject to analysis under the Maryland Public Information Act.
 - a. The Vendor may invoke proprietary information or trade secret protection for submission of any data/material by (1) identifying the data/material in a written description, (2) clearly marking the data/material as proprietary, and (3) providing a written statement detailing the reasons why protection is necessary. The County reserves the right to ask for additional clarification prior to establishing protection.

C. CONTRACT AWARD

1. A written award by the County to the Successful Vendor in the form of a Purchase Order or other contract document will result in a binding Contract without further action by either party. If the Successful Vendor fails or refuses to sign and deliver the Contract and the required insurance documentation, the County will have the right to award to the next responsible and responsive Vendor. Contract will be executed by the Successful Vendor within fourteen calendar days of receipt of the Contract.
2. Bid Documents and Contracts issued by the County will bind the Vendor to applicable conditions and requirements herein set forth, unless otherwise specified in the Bid Documents, and are subject to all federal, state, and municipal laws, rules, regulations, and limitations.
3. County personal property taxes ("Taxes") must be on a current basis; if any such Taxes are delinquent, they must be paid before award of Contract. Failure to pay will result in the award of Contract to another Vendor.
4. The County reserves the right to engage in individual discussions and interviews with those Vendors deemed fully qualified, responsible, suitable and professionally competent to provide the required Goods and/or Services should the project size warrant it. Vendors will be encouraged to elaborate on their qualifications, performance data, and staff expertise.

D. AUDIT

1. The Successful Vendor agrees to retain all books, records, and other documents relative to the awarded Contract for five years after final payment, or until audited. The County, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period.

E. NONPERFORMANCE

1. The County reserves the right to inspect all operations and to withhold payment for any goods not performed or not performed in accordance with the specifications in this Bid Document. Errors, omissions or mistakes in performance will be corrected at no cost to the County. Failure to do so will be cause for withholding of payment for that Goods and/or Services. In addition, if deficiencies are not corrected in a timely manner, the County may characterize the Successful Vendor as uncooperative, which may jeopardize future project order solicitations.

F. MODIFICATION OR WITHDRAWAL OF BID

1. A Bid Document may not be modified, withdrawn, or cancelled by the Vendor during the stipulated time period following the time and date designated for the receipt of Bid Documents, and each Vendor so agrees in submitting Bid Documents.

G. DEFAULT

1. The Contract may be cancelled or annulled by the County in whole or in part by written notice of default to the Successful Vendor upon non-performance, violation of Contract terms, delivery failure, bankruptcy or insolvency, any violation of state or local laws, or the making of an assignment for the benefit of creditors. An award may then be made to the next most highly rated Vendor, or when time is of the essence, similar commodities and/or service may be purchased on the open market. In either event, the defaulting Vendor (or his surety) will be liable to the County for cost to the County in excess of the defaulted Contract price.
2. If a representative or warranty of either Party to the Contract is false or misleading in any material respect, or if either Party breaches a material provision of the Contract ("Cause"), the non-breaching Party will give the other Party written notice of such cause. If such Cause is not remedied within fifteen calendar days ("Cure Period") after receipt of such notice, (unless, with respect to those Causes which cannot be reasonably corrected or remedied within the Cure Period, the breaching Party will have commenced to correct or remedy the same within such Cure Period and thereafter will proceed with all due diligence to correct or remedy the same), the Party giving notice will have the right to terminate this Contract upon the expiration of the Cure Period.

H. COLLUSION/FINANCIAL BENEFIT

1. The Vendor certifies that his/her Bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a Bid Document for the same project; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
2. Upon signing the Bid Document, Vendor certifies that no member of the governing body of the County, or members of his/her immediate family, including spouse, parents or children, or any other officer or employee of the County, or any member or employee of a Commission, Board, or Corporation controlled or appointed by the County Commissioners has received or has been promised, directly or indirectly, any financial benefit, related to this Bid Document and subsequent Contract.

I. TAX EXEMPTION

1. According to the Office of the Comptroller of Maryland, a *Contractor is responsible for paying sales tax* on his/her purchases relating to any projects or services and should incorporate it into their bid.
2. **Successful Vendors cannot use the County tax exemption to buy materials or products used on County projects.**

J. CONTRACT CHANGES

1. No claims may be made by anyone that the scope of the project or that the Vendor's Goods and/or Services have been changed (requiring changes to the amount of compensation to the Vendor or other adjustments to the Contract) unless such changes or adjustments have been made by an approved written amendment (Change Order) to the Contract signed by the Chief Administrative Officer (and the County Commissioners, if required), prior to additional Goods and/or Services being initiated. Extra Goods and/or Services performed without prior, approved, written authority will be considered as unauthorized and at the expense of the Vendor. Payment will not be made by the County.
2. No oral conversations, agreements, discussions, or suggestions, which involve changes to the scope of the Contract, made by anyone including any County employee, will be honored or valid. No written agreements or changes to the scope of the Contract made by anyone other than the Procurement Officer (with the Chief Administrative Officer and/or County Commissioners approval, if required) will be honored or valid.

3. If any Change Order in the Goods and/or Services results in a reduction in the Goods and/or Services, the Vendor will neither have, nor assert any claim for, nor be entitled to any additional compensation for damages or for loss of anticipated profits on Goods and/or Services that are eliminated.

K. ADDENDUM

1. No oral statements of any person will modify or otherwise affect or interpret the meaning of the Contract specifications, or the terms, conditions, or other portions of the Contract. All modifications and every request for any interpretation must be addressed to Worcester County's Procurement Officer and to be given consideration, must be received no later than the last day for questions listed in Section I, Subsection C.2.
2. Any and all interpretations, corrections, revisions, and amendments will be issued by the Procurement Officer to all holders of Bid Documents in the form of written addenda. Vendors are cautioned that any oral statements made by any County employee that materially change any portion of the Bid Documents cannot be relied upon unless subsequently ratified by a formal written amendment to the Bid Document.
3. All addenda will be issued so as to be received at least five days prior to the time set for receipt of Bid Documents, and will become part of the Contract and will be acknowledged in the Bid Document form. Failure of any Vendor to receive any such addenda will not relieve said Vendor from any obligation under the Bid Document as submitted.
4. Vendors are cautioned to refrain from including in their Bid Document any substitutions which are not confirmed by written addenda. To find out whether the County intends to issue an amendment reflecting an oral statement made by any employee, contact Worcester County's Procurement Officer during normal business hours.
5. The Worcester County Procurement Officer reserves the right to postpone the Bid Document opening for any major changes occurring in the five-day interim which would otherwise necessitate an Addendum.

L. EXCEPTIONS/ SUBSTITUTIONS

1. Any exceptions or substitutions to the specifications requested should be marked on the bid form and listed on a separate sheet of paper attached to the bid.
2. An exception to the specifications may disqualify the bid. The County will determine if the exception is an essential deviation or a minor item.
3. In the case of a minor deviation, the County maintains the option to award to that Vendor if it determines the performance is not adversely affected by the exception.

M. APPROVED EQUALS

1. In all specifications where a material or article is defined by describing a proprietary product or by using the name of a Vendor or manufacturer, no substitutions may be made without the expressed agreement of the County.
2. The use of a named product is an attempt to set a particular standard of quality and type that is familiar to the County.
3. The County shall decide if a product does in fact meet or exceed the quality of the specifications listed in the solicitation. It shall be the responsibility of the Vendor that claims his product is an equal to provide documentation to support such a claim.

N. DELIVERY

1. All items shall be delivered F.O.B. destination and delivery costs and charges included in the bid unless otherwise stated in the specifications or bid form.

O. INSURANCE

1. If required by the General Conditions or Terms and Conditions, the Successful Vendor shall provide the County with Certificates of Insurance within ten calendar days of bid award notification evidencing the required coverage.
2. Successful Vendor must provide Certificates of Insurance before commencing work in connection with the Contract.

P. BID EVALUATION

1. Bid tabulations will be posted on the County website at <https://www.worcestermd.gov/commissioners/bids> .

2. Click on the Expired Bids & Results tab and find the bid tabulation for the bid you are interested in. Bid tabulations will be posted as soon as possible after the Bid opening.

END OF SECTION

SECTION III: GENERAL CONDITIONS

A. DRAWINGS AND SPECIFICATIONS

1. Should any detail be omitted from the drawings or specifications, or should any errors appear in either, it shall be the duty of the Successful Vendor to notify the County's designated construction inspector.
2. In no case shall the Successful Vendor proceed with the work without notifying and receiving definite instructions from the County. Work wrongly constructed without such notification shall be corrected by the Successful Vendor at his own cost.

B. MATERIALS, SERVICES AND FACILITIES

1. It is understood that, except as otherwise specifically stated in the Proposal Documents, the Successful Vendor will provide and pay for all materials, labor, tools, equipment, water, light, power and transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.
2. Materials and equipment will be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work will be located so as to facilitate prompt inspection.
3. Manufactured articles, materials, and equipment will be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
4. Materials, supplies and equipment will be in accordance with samples submitted by the Successful Vendor and approved by the County.

C. INSPECTION AND TESTING

1. All materials and equipment used in the construction of the Work will be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Proposal Documents.
2. The County or its representatives may, at any time, enter upon the work and the premises used by the Successful Vendor, and the Successful Vendor shall provide proper and safe facilities to secure convenient access to all parts of the work, and all other facilities necessary for inspection, as may be required.
3. The County will appoint such persons as deemed necessary to properly inspect the materials furnished or to be furnished, and the work done under the contract and to see that the same strictly corresponds with the drawings and specifications. All such materials and workmanship shall be subject to approval of the County. Approval or acceptance of payment shall not be misconstrued as approval of items or work not in conformance with specifications and drawings nor shall it prevent the rejection of said work or materials at any time thereafter during the existence of the contract, should said work or materials be found to be defective, or not in accordance with the requirements of the contract.
4. Work and material will be inspected promptly, but if for any reason should a delay occur, the Successful Vendor shall have no claim for damages or extra compensation.
5. The Successful Vendor shall pay for all inspection costs necessary to complete the work which may be incurred to comply with the requirements of any agency other than the County, such as a railroad, public service utility company, or any other governmental agency or any other agency whose jurisdiction affects the work in any manner unless otherwise specified herein.

D. APPROVAL OF SUBSTITUTION OF MATERIALS

1. Samples of materials shall be submitted by the Successful Vendor for approval before such materials are ordered from the manufacturers or distributors and shall be approved by the County before actual work is begun.
2. It is the intention of these specifications to permit all vendors bidding on this work to secure the fullest amount of competition on the various materials and specialties names herein. Wherever a material or article is defined by describing a proprietary product or by using the name of a vendor or manufacturer, the term or approved equal shall be presumed to be implied unless otherwise stated.

E. PROTECTION OF WORK, PROPERTY AND PERSONS

1. Successful Vendor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Successful Vendor will take all necessary precautions and programs in connection with the Work. Successful Vendor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to, all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
2. Successful Vendor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. Successful Vendor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. Successful Vendor will notify owners of adjacent utilities when progress of the Work may affect them. The Successful Vendor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Successful Vendor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable.
3. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Successful Vendor, without special instruction or authorization from the County, will act to prevent threatened damage, injury or loss. Successful Vendor will give the County prompt Written Notice of any significant changes in the Work or deviations from the Proposal Documents caused thereby, and a Change Order will thereupon be issued covering the changes and deviations involved.

F. BARRICADES, DANGER, WARNING AND DETOUR SIGNS

1. The Successful Vendor shall provide, erect and maintain all necessary barricades, sufficient red lights, flares, danger signals and signs, provide a sufficient number of watchmen and take all necessary precautions for the protection of the work and safety of the public.

G. LICENSES AND PERMITS

1. The Successful Vendor shall have all necessary licenses required to do the work and give all notices and obtain and pay all necessary permits required by local laws and regulations for building.
2. State and Federal permits (if applicable) to undertake work have been obtained by the County and accompany these specifications.

H. SUPERVISION

1. The Successful Vendor shall maintain, at all times during the progress of work, a competent and experienced supervisor who shall represent the Successful Vendor, and all directions given to him shall be binding. Important decisions regarding directions, if requested by the supervisor, shall be confirmed in writing.
2. Supervision by the County or its representative does not relieve the Successful Vendor of responsibility for defective work executed under the direct control of the Successful Vendor. Responsibility for defective work rests upon the Successful Vendor, whether discovered by the County prior to final payment or subsequent thereto.

I. CLEAN UP

1. Upon completion of the items within a given location as specified and before monthly estimates will be paid, the construction area and all other areas occupied by the Successful Vendor during the construction of said Contract

shall be cleaned of all surplus and discarded materials, bracing, forms, rubbish and temporary structures that were placed there by the Successful Vendor.

2. Disposal of the aforementioned shall be the responsibility of the Successful Vendor.

J. CHANGES IN WORK

1. The County, without invalidating the contract, may order extra work or make changes by altering, adding or deducting from the work with the contract sum being adjusted accordingly.
2. All such work shall be executed under the conditions of the original contract, except that any claim for the extension of time caused thereby shall be adjusted at the time of ordering such change.
3. The value of any such extra work or change shall be determined in one or more of the following ways:
 - a. By estimate and acceptance of lump sum.
 - b. By unit prices named in the contract or subsequently agreed upon.

K. TIME FOR COMPLETION

1. The Work contemplated under this Contract shall be considered as continuous and be completed within the timeframe(s) stated in Section IV of this Proposal Document.
2. The Successful Vendor will be allowed to work eight hours per day, Monday through Friday, except for holidays, fifty-two weeks per year.
3. The Successful Vendor will not be permitted to work on holidays observed by Worcester County or the State of Maryland or on Sundays unless otherwise authorized in writing.
4. In case of an emergency which may require that work be done on Saturdays, Sundays, and Holidays, the Successful Vendor shall request permission of the County to do so. If, in the opinion of the County, the emergency is bonafide, permission may be granted to the Successful Vendor to work such hours as may be determined are necessary by the County. Also, if in the opinion of the County a bonafide emergency exists, the Successful Vendor may be directed to work such hours as may be necessary whether or not the Successful Vendor requests permission to do so.
5. The Successful Vendor shall pay the County for all costs incurred for inspection services required for work permitted during holidays, weekends or in excess of eight hours per day.

L. LIQUIDATED DAMAGES

1. If the Successful Vendor shall fail to start and complete the project within the time frame stated above, the County shall assess liquidated damages in the amounts listed below per calendar day for each and every day the Successful Vendor fails to complete the contract.

<u>Amount of Contract</u>	<u>Liquidated Damages per Day</u>
Less than \$10,000	\$100.00
\$10,000 or less than \$100,000	\$250.00
\$100,000 or less than \$500,000	\$750.00
\$500,000 or more	\$1,000.00
Or will be based on actual cost to the County, whichever is greater.	

2. The designated County project manager reserves the option to extend the scheduled completion date or waive the liquidated damages clause in its entirety if he is of the opinion that extenuating circumstances deemed such action appropriate.

M. CORRECTION OF WORK

1. The Successful Vendor will promptly remove from the premises all Work rejected by the County for failure to comply with the Proposal Documents, whether incorporated in the construction or not, and the Successful Vendor will promptly replace and re-execute the Work in accordance with the Proposal Documents and without expense

to the County and will bear the expense of making good all Work of other Vendors destroyed or damaged by such removal or replacement.

2. All removal and replacement Work will be done at the Successful Vendor's expense. If the Successful Vendor does not act to remove such rejected Work within ten days after receipt of Written Notice, the County may remove such Work and store the materials at the expense of the Successful Vendor.

N. CONSTRUCTION SAFETY AND HEALTH STANDARDS

1. It is a condition of this contract, and shall be made a condition of each sub-contract entered into pursuant to this contract, that the Successful Vendor and any sub-contractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards (Title 29, Code of Federal Regulations, Part 1926, formerly Part 1518, as revised from time to time, promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standard Act.) (83 Stat. 96).
2. Failure of Worcester County to inform the Successful Vendor of safety violations will not release the Successful Vendor of his responsibilities.

O. PERFORMANCE AND PAYMENT BONDS

1. **The Successful Vendor will be required to provide the County with a Performance Bond and Payment Bond if the total Contract amount exceeds \$100,000, each in the amount of one hundred percent of the Contract Price, with a corporate surety approved by the County for the faithful performance of the Contract.**
2. The Successful Vendor will within fourteen (14) calendar days after the receipt of the Contract furnish the County with a Performance Bond and Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the Successful Vendor of all undertakings, covenants, terms, conditions and agreements of the Proposal Documents, and upon the prompt payment by the Successful Vendor to all persons supplying labor and materials in the prosecution of the Work provided by the Proposal Document. Such Bonds will be executed by the Successful Vendor and corporate bonding company licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Circular Number 570. The expense of these Bonds will be borne by the Successful Vendor. If at any time a surety on any such Bond is declared bankrupt or loses its right to do business in the State of Maryland or is removed from the list of surety companies accepted on federal bonds, Successful Vendor will within ten calendar days after notice from the County to do so, substitute an acceptable Bond(s) in such form and sum and signed by such other surety or sureties as may be satisfactory to the County.

P. GUARANTEE

1. The Successful Vendor shall furnish the County with a one-year guarantee of workmanship and materials, dating from time of acceptance of the project and shall make good any defects which may occur during that period.
2. If any special guarantees in excess of the one-year period are specified by the manufacturer, these guarantees shall take precedence over the one-year period guarantee.
3. Upon completion of work, and before final payment or release of retainage, the Successful Vendor shall submit, and obtain from each subcontractor, material supplier and equipment manufacture general warranties and a notarized asbestos free guarantee.

END OF SECTION

SECTION IV: BID SPECIFICATIONS

A. SCOPE

1. The purpose of this Invitation for Bid Document is for Worcester County (“County”) to contract for the furnishing of all labor, materials, transportation, tools, supplies, equipment, and other items necessary for all work to contract for **Spray Foam Application at the Public Works Maintenance Building** in accordance with the terms and conditions and specifications set forth in this solicitation.

B. CONTRACT PRICING

1. Pricing must include all labor, materials, tools, and equipment to perform Work.
2. Pricing will not change during the Contract Period.

C. SUMMARY - FOAMED-IN-PLACE INSULATION

PART 1 – GENERAL

1.1 SUMMARY

A. Section Includes:

1. Removal and disposal of existing batt insulation at accessible exterior wall and roof areas.
2. Preparation of existing substrates for installation of spray-applied polyurethane foam insulation.
3. Furnishing and installation of closed-cell spray polyurethane foam insulation at accessible exterior wall and roof areas of the existing metal-panel commercial building.
4. Insulation of accessible areas around structural steel framing members, metal panels, penetrations, joints, and other building-envelope discontinuities.
5. Installation of required ignition barriers, thermal barriers, protective coatings, or other components required by the approved spray foam assembly and applicable codes.
6. Temporary protection of adjacent building components and existing systems.
7. Cleanup and disposal of construction debris.

B. The Work shall be performed in occupied or partially occupied areas unless otherwise indicated by the Owner. Contractor shall coordinate work activities to minimize disruption to building operations.

C. The intent of the Work is to replace existing batt insulation with a continuous spray-applied insulation and air-sealing system at accessible portions of the existing building envelope.

D. All work will be completed consecutively and in a reasonable amount of time.

1.2 RELATED SECTIONS

A. Section 07 62 00 – Sheet Metal Flashing and Trim.

B. Section 07 90 00 – Joint Sealants.

C. Section 09 90 00 – Painting and Coating.

D. Division 23 – Heating, Ventilating, and Air Conditioning.

1.3 REFERENCES

A. Comply with the latest applicable requirements of the following standards:

1. ASTM C1029 – Standard Specification for Spray-Applied Rigid Cellular Polyurethane Thermal Insulation.
2. ASTM D1622 – Standard Test Method for Apparent Density of Rigid Cellular Plastics.
3. ASTM D1621 – Standard Test Method for Compressive Properties of Rigid Cellular Plastics.
4. ASTM C518 – Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus.
5. ASTM E84 – Standard Test Method for Surface Burning Characteristics of Building Materials and Assemblies.
6. ASTM E2178 – Standard Test Method for Air Permeance of Building Materials.
7. NFPA 286 – Standard Methods of Fire Tests for Evaluating Contribution of Wall and Ceiling Interior Finish to Room Fire Growth, where applicable to the selected system.
8. International Building Code, as adopted by the Authority Having Jurisdiction.
9. International Energy Conservation Code, as adopted by the Authority Having Jurisdiction.
10. Applicable OSHA requirements.
11. Manufacturer's written installation requirements.

B. Where requirements of applicable codes, standards, or the manufacturer's tested assembly are more stringent than the requirements specified herein, comply with the more stringent requirement.

1.4 DEFINITIONS

A. Accessible Area: Area that can be reasonably reached and worked from existing building access points or from temporary ladders, lifts, scaffolding, or platforms provided by the Contractor.

B. Closed-Cell Spray Polyurethane Foam: Spray-applied polyurethane foam insulation having a closed-cell structure and intended for use as thermal insulation and air sealing.

C. Ignition Barrier: Material or coating installed over spray polyurethane foam as required by the applicable building code and the foam manufacturer's tested/listed assembly.

D. Thermal Barrier: Material or assembly providing the separation from occupied spaces required by applicable building codes.

1.5 SUBMITTALS

A. Product Data:

1. Manufacturer's product data.
2. Product identification and manufacturer.
3. Chemical formulation.
4. Density.
5. Closed-cell content.
6. Thermal resistance per inch.
7. Flame-spread and smoke-developed ratings.
8. Air-permeance characteristics.

9. Application limitations.
10. Substrate temperature requirements.
11. Ambient temperature and humidity requirements.
12. Maximum lift thickness.
13. Required primers.
14. Required protective coatings.
15. Required ignition and thermal barrier systems.

B. Safety Data Sheets for all products.

C. Installation Instructions:

Submit manufacturer's current written installation instructions.

D. Installer Qualifications:

Submit documentation demonstrating that the installer is trained and approved by the spray foam manufacturer and has experience with commercial spray polyurethane foam installations.

E. Submit documentation identifying the specific spray foam system proposed, including product name and tested/listed assemblies applicable to the intended use.

1.6 QUALITY ASSURANCE

A. Installer shall have a minimum of three years documented experience installing commercial spray-applied polyurethane foam systems.

B. Installer shall be trained and authorized by the spray foam manufacturer.

C. Materials shall be from a single manufacturer for each complete system unless otherwise approved.

D. Perform a representative test application when requested by the Owner.

E. Test application shall demonstrate:

1. Adhesion.
2. Uniform expansion.
3. Required thickness.
4. Proper density.
5. Compatibility with existing substrates.
6. Proper treatment around structural steel.
7. Acceptable finished appearance.

F. Do not proceed with production installation until the test area has been accepted by the Owner.

1.7 REGULATORY REQUIREMENTS

A. Comply with applicable federal, state, and local laws, regulations, codes, and ordinances.

B. Obtain all required permits and inspections.

C. Comply with OSHA requirements for chemical handling, respiratory protection, ventilation, fall protection, and work at elevated locations.

D. Contractor shall be responsible for maintaining safe access and egress throughout the Work.

1.8 EXISTING CONDITIONS

A. Contractor shall inspect existing conditions before beginning Work.

B. Existing building construction consists generally of metal exterior panels supported by structural steel or wood framing.

C. Existing batt insulation shall be removed from accessible areas designated for replacement.

D. Existing conditions concealed behind insulation shall be considered unknown until the existing insulation is removed.

E. Contractor shall notify the Owner immediately upon discovery of:

1. Active water intrusion.
2. Significant corrosion.
3. Deteriorated structural steel.
4. Deteriorated metal panels.
5. Damaged fasteners.
6. Structural deficiencies.
7. Mold or biological growth.
8. Suspected hazardous materials.
9. Electrical or mechanical systems not shown or reasonably anticipated.
10. Conditions preventing proper installation of the spray foam system.

F. Contractor shall not apply spray foam over active leaks, wet or damp substrates, significant corrosion, deteriorated materials, or other conditions unsuitable for installation.

G. Minor cleaning and substrate preparation necessary to provide a suitable surface for installation shall be included in the Base Bid.

H. The Contractor's warranty shall remain applicable to the spray foam installation notwithstanding the presence of existing metal roof panels, provided the Contractor has inspected and accepted the substrate prior to application.

1.9 HAZARDOUS MATERIALS

A. Existing insulation is presumed to be free of hazardous materials.

B. If the Contractor encounters material reasonably suspected of containing asbestos, lead, or other regulated hazardous material, immediately stop work in the affected area and notify the Owner.

C. Do not disturb suspected hazardous materials until appropriate testing and, if required, abatement has been completed.

D. Costs associated with hazardous-material abatement shall not be included in the Contractor's base bid unless specifically identified elsewhere in the Contract Documents.

1.10 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials in original, unopened containers bearing manufacturer's name, product identification, batch information, and expiration date.

B. Store materials in accordance with manufacturer's requirements.

C. Protect materials from moisture, contamination, excessive heat, freezing, and physical damage.

D. Do not use expired or damaged materials.

1.11 PROJECT CONDITIONS

A. Do not apply spray foam when environmental conditions are outside the manufacturer's specified limits.

B. Substrates shall be clean, dry, and within the manufacturer's specified temperature range.

C. Do not apply foam over wet or visibly damp substrates.

D. Provide adequate ventilation during application and curing.

E. Coordinate chemical application with building occupants and Owner.

F. Where required by the foam manufacturer, temporarily evacuate occupants from affected areas during application and curing.

1.12 WARRANTY

A. Contractor shall warrant the spray-applied polyurethane foam insulation installation against defects in materials and workmanship for a period of **five (5) years** from the date of Substantial Completion.

B. The warranty shall specifically cover, but not be limited to:

1. Delamination or loss of adhesion between the spray foam and substrate resulting from improper installation.
2. Excessive shrinkage attributable to improper installation or failure to comply with manufacturer's requirements.
3. Voids, gaps, or areas of insufficient coverage.
4. Failure to achieve the specified minimum insulation thickness.
5. Cracking or separation resulting from defective installation.
6. Failure of primers or other installation components resulting from improper application.
7. Defects in required ignition-barrier or thermal-barrier coatings resulting from defective workmanship.
8. Other defects resulting from failure to install the system in accordance with the manufacturer's written requirements and the Contract Documents.

C. Contractor shall, at no additional cost to the Owner, promptly repair or replace defective insulation and restore affected protective coatings.

D. Repairs shall be performed using materials and methods approved by the spray foam manufacturer.

E. Contractor shall provide the Owner with the manufacturer's standard written product warranty for the spray polyurethane foam system. The manufacturer's warranty shall be in addition to, and shall not reduce or limit, the Contractor's workmanship warranty.

F. Warranty documentation shall be submitted to the Owner prior to Final Completion.

G. The warranty shall not be construed to warrant the existing metal roof panels, structural framing, existing fasteners, roof flashings, or other existing building components unless such components are specifically identified for replacement or repair under the Contract.

H. The spray foam insulation warranty shall remain applicable notwithstanding the presence of existing metal roof panels, provided the Contractor has inspected and accepted the substrate prior to application.

I. The warranty shall not relieve the Contractor of responsibility for defects resulting from failure to properly inspect, prepare, clean, or prime the existing substrate prior to installation.

J. Where defects are identified during the warranty period, the Contractor shall inspect the affected area within ten (10) calendar days of written notification by the Owner and shall commence corrective work within a reasonable period thereafter as directed by the Owner.

K. Repairs shall restore the insulation system to the condition required by the Contract Documents, including required insulation thickness, adhesion, continuity, and protective barrier requirements.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

A. Provide products manufactured by a recognized manufacturer of commercial closed-cell spray polyurethane foam.

B. Acceptable manufacturers include products meeting all requirements of this Section.

C. Substitutions shall comply with the requirements of the Contract Documents.

2.2 SPRAY POLYURETHANE FOAM

A. Provide closed-cell spray-applied polyurethane foam insulation specifically listed and approved for application to metal substrates and commercial building-envelope applications.

B. Foam shall be compatible with:

1. Galvanized metal.
2. Painted metal.
3. Steel framing.
4. Metal roof decking.
5. Existing compatible coatings and primers.

C. Minimum requirements:

1. Type: Closed-cell spray polyurethane foam.
2. Density: Minimum 1.5 pounds per cubic foot unless a higher density is required by the manufacturer's tested assembly.
3. Thermal resistance: Minimum aged R-6.0 per inch.
4. Closed-cell content: Manufacturer's standard closed-cell formulation.
5. Flame-spread rating: Comply with applicable code.
6. Smoke-developed rating: Comply with applicable code.
7. Air-permeance: Suitable for use as part of a continuous air barrier.
8. Blowing agent: Current code-compliant formulation.

D. Foam shall be installed as a continuous insulation and air-sealing system at accessible locations.

2.3 WALL INSULATION

A. Provide closed-cell spray polyurethane foam at accessible exterior wall areas.

B. Unless otherwise indicated, provide sufficient insulation thickness to achieve a minimum R-value of R-19 at exterior wall areas where the existing wall assembly permits installation of the specified insulation.

C. Where the existing wall cavity or framing configuration does not permit installation of the specified thickness, notify the Owner before installation.

D. Foam shall extend continuously across accessible areas and onto structural framing members as practical.

E. Provide insulation around structural steel columns, beams, girts, braces, and other framing members where accessible.

2.4 ROOF INSULATION

A. Provide closed-cell spray polyurethane foam at the underside of existing metal roof panels/decking.

B. Unless otherwise indicated, provide sufficient insulation thickness to achieve a minimum R-value of R-30 at accessible roof areas.

C. Install foam continuously over accessible roof surfaces and around accessible structural framing.

D. Maintain access and clearances required for:

1. Mechanical equipment.
2. Electrical equipment.

3. Roof penetrations.
4. Serviceable components.
5. Roof drainage systems.
6. Required inspections and maintenance.

E. Do not cover active leaks or wet substrates.

2.5 PRIMERS

- A. Provide manufacturer's approved primer where required to achieve proper adhesion.
- B. Primer shall be compatible with the existing substrate and spray foam system.

2.6 IGNITION AND THERMAL BARRIERS

- A. Provide all required ignition barriers, thermal barriers, or protective coatings required by applicable codes and the spray foam manufacturer's tested/listed assembly.
- B. Barrier system shall be compatible with the spray foam.
- C. Provide manufacturer's approved coating or covering system where spray foam is permitted to remain exposed.
- D. Contractor shall include required barrier systems in the Base Bid.

2.7 SEALANTS

- A. Provide compatible sealants recommended by the spray foam manufacturer.
- B. Sealants shall be compatible with metal substrates and adjacent materials.

2.8 PROTECTIVE MATERIALS

- A. Provide temporary polyethylene sheeting, masking, drop cloths, protective barriers, and other materials necessary to prevent overspray and damage.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Verify existing conditions before beginning installation.
- B. Verify substrates are suitable for application.
- C. Verify that surfaces are:
1. Sound.
 2. Dry.
 3. Clean.
 4. Free from oil and grease.
 5. Free from loose paint.
 6. Free from loose rust and scale.
 7. Free from dirt and debris.
- D. Notify Owner of unsuitable conditions.

E. Do not begin installation until unsuitable conditions have been corrected or accepted by the Owner.

3.2 REMOVAL OF EXISTING BATT INSULATION

A. Carefully remove existing batt insulation from designated accessible wall and roof areas.

B. Remove insulation without damaging existing:

1. Metal panels.
2. Structural steel.
3. Electrical wiring.
4. Electrical conduit.
5. Mechanical systems.
6. Piping.
7. HVAC systems.
8. Controls.
9. Existing building components intended to remain.

C. Remove loose, deteriorated, wet, compressed, or otherwise unsuitable insulation.

D. Place removed insulation directly into suitable containers or bags.

E. Remove insulation and debris from the building at the end of each workday.

F. Dispose of insulation in accordance with applicable laws and regulations.

G. Do not burn or otherwise dispose of insulation on the project site.

3.3 INSPECTION AFTER INSULATION REMOVAL

A. Following removal of existing insulation, inspect exposed surfaces.

B. Identify conditions requiring correction prior to installation of spray foam.

C. Notify Owner of significant:

1. Rust.
2. Corrosion.
3. Water damage.
4. Roof leaks.
5. Damaged panels.
6. Failed fasteners.
7. Deteriorated framing.
8. Unsealed penetrations.

D. Minor cleaning and preparation necessary for proper installation shall be included in the Base Bid.

E. Major substrate repair shall be performed only upon Owner authorization.

3.4 SURFACE PREPARATION

- A. Clean substrates in accordance with the spray foam manufacturer's requirements.
- B. Remove loose rust and scale.
- C. Remove oil, grease, dirt, dust, and other contaminants.
- D. Dry wet substrates before application.
- E. Prime substrates where required.
- F. Do not apply foam to surfaces that do not provide adequate adhesion.

3.5 PROTECTION

- A. Protect existing building components and finishes.
- B. Provide temporary protection for:
 - 1. Electrical equipment.
 - 2. Mechanical equipment.
 - 3. HVAC equipment.
 - 4. Lighting fixtures.
 - 5. Controls.
 - 6. Windows.
 - 7. Doors.
 - 8. Finished surfaces.
 - 9. Vehicles and vehicle lifts.
 - 10. Building contents.

- C. Cover and seal equipment susceptible to overspray.
- D. Contractor shall be responsible for damage resulting from overspray or inadequate protection.

3.6 APPLICATION OF SPRAY FOAM

- A. Apply spray polyurethane foam in strict accordance with the manufacturer's written instructions.
- B. Apply foam in multiple lifts where required by the manufacturer.
- C. Do not exceed manufacturer's maximum allowable lift thickness.
- D. Maintain required substrate and ambient temperatures.
- E. Maintain uniform application.
- F. Foam shall adhere continuously to the substrate.
- G. Provide complete coverage without:
 - 1. Voids.
 - 2. Gaps.
 - 3. Delamination.
 - 4. Blisters.

5. Cracking.
6. Excessive shrinkage.
7. Exposed substrate.

H. Fill irregular cavities and discontinuities sufficiently to provide a continuous insulation and air-sealing layer.

3.7 WALL APPLICATION

- A.** Apply foam continuously to accessible exterior wall surfaces.
- B.** Apply foam around structural steel framing members where accessible.
- C.** Extend foam onto framing members sufficiently to minimize thermal bridging.
- D.** Provide continuous treatment around:
1. Columns.
 2. Beams.
 3. Girts.
 4. Bracing.
 5. Panel seams.
 6. Penetrations.
 7. Electrical penetrations.
 8. Mechanical penetrations.

E. Do not obstruct required drainage paths, weeps, vents, or equipment access.

3.8 ROOF APPLICATION

- A.** Apply closed-cell spray polyurethane foam directly to the underside of existing metal roof panels where permitted by the foam manufacturer's tested and approved assembly.
- B.** Install foam continuously across the underside of the metal roof panels to provide a continuous thermal and air barrier.
- C.** Apply foam around accessible purlins, beams, posts, structural steel members, and other framing members to minimize thermal bridging and air leakage.
- D.** Provide complete treatment around accessible roof penetrations, fasteners, panel joints, supports, and other discontinuities, while maintaining required clearances.
- E.** Do not apply spray foam over active roof leaks, wet or damp substrates, significant corrosion, deteriorated metal panels, loose fasteners, or other unsuitable conditions.
- F.** Contractor shall not rely upon spray foam as a repair for roof leaks, failed fasteners, deteriorated metal panels, failed sealants, or other deficiencies in the existing roof system.
- G.** Existing roof deficiencies identified prior to application of spray foam shall be reported to the Owner and shall be corrected before the affected area is insulated.
- H.** Maintain access and required clearances for:
1. Mechanical equipment.
 2. Electrical disconnects and equipment.
 3. Serviceable components.
 4. Roof penetrations.
 5. Required ventilation openings.
 6. Combustion air openings.
 7. Other equipment requiring maintenance.
- I.** Maintain manufacturer's required clearances from flues, chimneys, exhaust systems, heat-producing equipment, and other elevated-temperature sources.
- J.** Do not obstruct roof drainage or other existing building drainage systems.

K. Apply foam in accordance with the manufacturer's requirements for substrate temperature, ambient temperature, humidity, lift thickness, curing, and ventilation.

3.9 PENETRATIONS AND DISCONTINUITIES

- A.** Seal accessible penetrations through the insulation plane.
- B.** Provide compatible sealants and foam around penetrations as required.
- C.** Coordinate with electrical and mechanical trades before concealing penetrations.
- D.** Maintain required access to all serviceable equipment.

3.10 THICKNESS CONTROL

- A.** Contractor shall verify foam thickness during installation.
- B.** Use depth gauges, probes, or other methods recommended by the manufacturer.
- C.** Provide specified minimum thickness throughout the Work.
- D.** Areas below specified thickness shall receive additional foam.
- E.** Contractor shall not use excessive foam thickness as a substitute for proper installation.

3.11 FIRE PROTECTION

- A.** Install required ignition or thermal barriers in accordance with the approved product listing and applicable code. Ignition barrier is required in all spaces.
- B.** Apply coatings at the manufacturer's specified coverage rate.
- C.** Verify dry-film thickness where applicable.
- D.** Do not leave spray foam exposed where an ignition or thermal barrier is required.

3.12 FINISHING

- A.** Trim excessive foam where necessary.
- B.** Provide a neat and workmanlike finished installation.
- C.** Do not trim foam in a manner that reduces the required insulation thickness.
- D.** Repair damaged areas.
- E.** Seal voids and discontinuities.

3.13 FIELD QUALITY CONTROL

- A.** Owner may inspect the Work at any time.
- B.** Contractor shall provide access for inspection.
- C.** Verify:
 - 1. Substrate preparation.
 - 2. Foam adhesion.
 - 3. Foam thickness.
 - 4. Continuity.
 - 5. Treatment of structural framing.

6. Treatment of penetrations.

7. Fire/ignition barriers.

8. Finished appearance.

D. Owner may request removal of limited portions of installed insulation to verify thickness and substrate conditions.

E. Repair areas opened for inspection at no additional cost to the Owner when installation is found to be deficient.

F. Defective Work shall be removed and replaced.

3.14 CLEANING

A. Remove construction debris from the site daily.

B. Remove all excess insulation and packaging.

C. Remove temporary protection.

D. Clean adjacent surfaces affected by the Work.

E. Repair damage caused by the Contractor.

F. Leave the building and work areas clean and suitable for occupancy.

3.15 PROTECTION OF COMPLETED WORK

A. Protect completed insulation from damage by subsequent construction activities.

B. Repair damaged insulation before Final Completion.

C. Do not permit other trades to damage completed insulation or protective coatings.

3.16 FIELD VERIFICATION AND DOCUMENTATION

A. Upon completion, Contractor shall provide written certification stating that:

1. Required insulation thickness has been installed.
2. The approved spray foam system was used.
3. Required ignition and thermal barriers have been installed.
4. Installation was performed in accordance with manufacturer's requirements.
5. Deficiencies identified during installation have been corrected.

B. Provide photographs of representative completed areas when requested by the Owner.

C. Provide product batch information and installation records upon request.

3.17 ACCEPTANCE

A. Work shall be considered complete when:

1. Existing designated batt insulation has been removed.
2. Required substrates have been prepared.
3. Spray foam has been installed at all designated accessible areas.
4. Required insulation thickness has been achieved.
5. Structural framing has been appropriately treated.

6. Required fire protection has been installed.
 7. All deficiencies have been corrected.
 8. Work areas have been cleaned.
 9. Required documentation has been submitted.
-

PART 4 – MEASUREMENT AND PAYMENT

4.1 BASE BID

A. Base Bid shall include all labor, materials, equipment, supervision, access equipment, lifts, scaffolding, protection, mobilization, removal, disposal, installation, cleanup, testing, and incidentals necessary to complete the Work.

B. Base Bid shall include:

1. Removal of existing batt insulation.
2. Disposal of existing insulation.
3. Substrate cleaning and preparation.
4. Primer where required.
5. Closed-cell spray polyurethane foam.
6. Application at walls.
7. Application at underside of roof.
8. Treatment around accessible structural steel.
9. Treatment of accessible penetrations.
10. Required ignition/thermal barrier.
11. Temporary protection.
12. Cleanup.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

All correspondence and invoices are to be sent to the Worcester County Department of Public Works, Maintenance Division, 6113 Timmons Road, Snow Hill, MD 21863.

The County Commissioners shall be the sole judge as to whether or not any bid meets specifications. The County Commissioners reserve the right to accept or reject any bid in the best interest of the County.

CONTRACTOR'S INSURANCE - The contractor shall take out and maintain during the life of this contract, Workmen's Compensation Insurance for all of his or any subcontractor's employees employed at the site of the work; and such Public Liability and Property Damage Insurance as shall protect him from claims which may arise from operations under this contract for personal injury (including accidental death) as well as for property damage - whether such operations are by himself or by any subcontractor, or by anyone directly employed by them.

Public Liability Insurance shall be in the amount not less than \$500,000 for injuries, including wrongful death to any one person; and, subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident.

Property Damage Insurance shall be in an amount not less than \$500,000 for damages on account of any one accident, and in an amount not less than \$1,000,000 for damages on account of all accidents.

ACCEPTANCE AND FINAL PAYMENT

When in the opinion of the County, the Contractor has completed the work in a satisfactory manner in accordance with the terms of the contract, the Engineer shall make final inspection of the entire project and shall certify in writing to the County as to the completion of the work submitting with this report the final estimate showing the amount of each item of work performed as the value thereof.

RELEASE OF LIENS

The Contractor shall deliver (in a form satisfactory to the owner) a written report to the effect that all bills for labor, materials, and supplies have been paid or satisfactorily secured.

CONSENT OF SURETY

Projects bonded by a surety bond will require written CONSENT OF SURETY FOR FINAL PAYMENT.

D. GENERAL REQUIREMENTS

1. The Successful Vendor must be licensed to perform Work in the state of Maryland.

E. ATTACHMENTS

1. N/A

F. PRE-BID CONFERENCE

A pre-bid meeting will be held at 10:30 a.m. on Tuesday, October 7, 2026, at 6113 Timmons Road, Snow Hill, MD 21863. Attendance is not mandatory.

G. PAYMENT

1. The County will make payment(s) to the Successful Vendor within thirty (30) calendar days from the receipt of a proper invoice for approved and accepted work performed.

H. QUESTIONS

1. The last day for questions is listed under Section I, Subsection C.2.

I. AWARD

1. In awarding contracts, the Commissioners may consider lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders, local presence of bidders and previous experience of bidders with County contracts.
2. **The Commissioners are not required to accept the lowest bid.**

END OF SECTION

THIS AND PREVIOUS SECTIONS, OTHER THAN THE COVER PAGE, DO NOT NEED TO BE RETURNED WITH SUBMITTAL

BID FORM

“Spray Foam Application – Maintenance Building”

I/We have reviewed the specifications and provisions for a Closed Cell Spray Foam Application at the Public Works Maintenance Building at 6113 Timmons Road, Snow Hill MD. I/We hereby propose to furnish and apply:

Fleet Area: \$ _____ Maintenance Area: \$ _____ Storage Bldg: \$ _____

Contractor shall provide the following additional unit prices for added or unforeseen issues:

Item	Unit
Additional closed-cell spray foam insulation	\$ _____ SF
Additional ignition-barrier coating	\$ _____ SF
Metal panel repair	\$ _____ SF
Substrate corrosion repair	\$ _____ SF
Additional surface preparation	\$ _____ SF

Unit prices shall include labor, materials, equipment, overhead, profit, and incidentals.

Work is to be completed by **December 31, 2026**

Worcester County reserves the right to adjust the quantities depending on varying circumstances

BID MUST BE SIGNED TO BE VALID.

Date: _____ Signature: _____

Phone: _____ Typed Name: _____

Title: _____

Firm: _____

Address: _____

REFERENCES

List three references for which the Vendor has provided Goods/Services similar to those requested in the Bid Document within the last 12-36 months. Include contact name, address, telephone number, email address and services provided.

Company Name:		Company Name:	
Type of Project:		Type of Project:	
Address:		Address:	
Town, State, Zip Code:		Town, State, Zip Code:	
Contact Person:		Contact Person:	
Telephone Number:		Telephone Number:	
Email:		Email:	
Date of Service:		Date of Service:	
Company Name:			
Type of Project:			
Address:			
Town, State, Zip Code:			
Contact Person:			
Telephone Number:			
Email:			
Date of Service:			

Sign for Identification

Printed Name

EXCEPTIONS

The undersigned hereby certifies that, except as listed below, or on separate sheets attached hereto, the enclosed Completed Bid Document covers all items as specified.

EXCEPTIONS:

(If none, write none) _____

How did you hear about this solicitation?

- ☐ Worcester County's Website
- ☐ eMaryland Marketplace Advantage (eMMA)
- ☐ Newspaper Advertisement
- ☐ Direct email
- ☐ Other _____

The vendor hereby acknowledges receipt of the following addenda.

<u>Number</u>	<u>Date</u>	<u>Initials</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sign for Identification

Printed Name

INDIVIDUAL PRINCIPAL

Vendor Name: _____

Signed By: _____ In the presence of: _____

Address of Vendor: _____ Town, State, Zip _____

Telephone No.: _____ Fax: _____ Email: _____

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership: _____

Address: _____ Town, State, Zip _____

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____

Partner

Witness

Signed By: _____ In the presence of: _____

Partner

Witness

Signed By: _____ In the presence of: _____

Partner

Witness

CORPORATE PRINCIPAL

Name of Corporation: _____

Address: _____ Town, State, Zip _____

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____

President

Witness

Attest: _____

Corporate Secretary

Affix Corporate Seal

VENDOR'S AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT:

I, _____ am the _____
(Printed Name) (title)
and the duly authorized representative of the Vendor of _____
whose address is _____
(name of corporation)

and that I possess the legal authority to make this affidavit on behalf of myself and the Vendor for which I am acting.

Except as described in paragraph 3 below, neither I nor the above Vendor, nor to the best of my knowledge and of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo-contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute, bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government (conduct prior to July 1, 1977 is not required to be reported).

(State "none" or, as appropriate, list any conviction, plea or admission described in paragraph 2 above, with the date, court, official or administrative body, the individuals involved and their position with the Vendor, and the sentence or disposition, if any.)

I acknowledge that this affidavit is to be furnished to the County, I acknowledge that, if the representations set forth in this affidavit are not true and correct, the County may terminate any Contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Identification

Printed Name

Sign for

NON-COLLUSIVE AFFIDAVIT

_____ being first duly sworn,
deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Vendor that has submitted the attached Bid Documents;
2. He/she is fully informed respecting the preparation and contents of the attached Bid Document and of all pertinent circumstances respecting such Bid Documents;
3. Such Bid Document is genuine and is not a collusive or sham Bid Document;
4. Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Vendor, firm, or person to submit a collusive or sham Bid Document in connection with the Work for which the attached Bid Document has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Vendor, firm, or person to fix the price or prices in the attached Bid Document or of any other Vendor, or to fix any overhead, profit, or cost elements on the Bid Document price or the Bid Document price of any other Vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any person interested in the Work;
5. The price or prices quoted in the attached Bid Document are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

By: _____
Signature

Witness

Printed Name

Title

EXHIBIT A

WORCESTER COUNTY MARYLAND STANDARD TERMS AND CONDITIONS

The provisions below are applicable to all Worcester County (“County”) contracts. These provisions are not a complete agreement. These provisions must be attached to an executed document that identifies the work to be performed, compensation, term, incorporated attachments, and any special conditions (“Contract”). If the Standard Terms and any other part of the Contract conflict, then the Standard Terms will prevail.

1. **Amendment.** Amendments to the Contract must be in writing and signed by the parties.
2. **Bankruptcy.** If a bankruptcy proceeding by or against the Contractor is filed, then:
 - a. The Contractor must notify the County immediately; and
 - b. The County may cancel the Contract or affirm the Contract and hold the Contractor responsible for damages.
3. **Compliance with Law.** Contractor must comply with all applicable federal, state, and local law. Contractor is qualified to do business in the State of Maryland. Contractor must obtain, at its expense, all licenses, permits, insurance, and governmental approvals needed to perform its obligations under the Contract.
4. **Contingent Fee Prohibition.** The Contractor has not directed anyone, other than its employee or agent, to solicit the Contract and it has not promised to pay anyone a commission, percentage, brokerage fee, contingent fee, or other consideration contingent on the making of the Contract.
5. **Counterparts and Signature.** The Contract may be executed in several counterparts, each of which may be an original and all of which will be the same instrument. The Contract may be signed in writing or by electronic signature, including by email. An electronic signature, a facsimile copy, or computer image of the Contract will have the same effect as an original signed copy.
6. **Exclusive Jurisdiction.** All legal proceedings related to this Contract must be exclusively filed, tried, and maintained in either the District Court of Maryland for Worcester County, Maryland or the Circuit Court of Worcester County, Maryland. The parties expressly waive any right to remove the matter to any other state or federal venue and waive any right to a jury trial.
7. **Force Majeure.** The parties are not responsible for delay or default caused by fire, riot, acts of God, County-declaration-of-emergency, or war beyond their reasonable control. The parties must make all reasonable efforts to eliminate a cause of delay or default and must, upon cessation, diligently pursue their obligations under the Contract.
8. **Governing Law.** The Contract is governed by the laws of Maryland and the County.
9. **Indemnification.** The Contractor must indemnify the County and its agents from all liability, penalties, costs, damages, or claims (including attorney’s fees) resulting from personal injury, death, or damage to property that arises from or is connected to the performance of the work or failure to perform its obligations under the Contract. All indemnification provisions will survive the expiration or termination of the Contract.
10. **Independent Contractor.**
 - a. Contractor is an “Independent Contractor”, not an employee. Although the County may determine the delivery schedule for the work and evaluate the quality of the work, the County will not control the means or manner of the Contractor’s performance.
 - b. Contractor is responsible for all applicable taxes on any compensation paid under the Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers’ compensation benefits under the Contract.

- c. Contractor must immediately provide the County notice of any claim made against Contractor by any third party.

11. Insurance Requirements.

- a. Contractor must have Commercial General Liability Insurance in the amounts listed below. The insurance must include coverage for personal injury, discrimination, and civil rights violation claims. All insurance must name County, its employees, and agents as "ADDITIONAL INSURED". A copy of the certificate of insurance must be filed with the County before the Contract is executed, providing coverage in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$500,000 for property damage.
- b. Contractor must have automobile insurance on all vehicles used in the Contract to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations in connection with the Contract. All insurance must name County, its employees, and agents as "ADDITIONAL INSURED".
- c. Contractor must provide the County with a certification of Workers' Compensation Insurance, with employer's liability in the minimum amount required by Maryland law in effect for each year of the Contract.
- d. All insurance policies must have a minimum 30 days' notice of cancellation. The County must be notified immediately upon cancellation.
- e. When insurance coverage is renewed, Contractor must provide new certificates of insurance prior to expiration of current policies.

12. **Nondiscrimination.** Contractor must not discriminate against any worker, employee, or applicant because of religion, race, sex, age, sexual orientation, physical or mental disability, or perceived disability. This provision must be incorporated in all subcontracts related to the Contract.

13. Ownership of Documents; Intellectual Property.

- a. All documents prepared under the Contract must be available to the County upon request and will become the exclusive property of the County upon termination or completion of the services. The County may use the documents without restriction or without additional compensation to the Contractor. The County will be the owner of the documents for the purposes of copyright, patent, or trademark registration.
- b. If the Contractor obtains, uses, or subcontracts for any intellectual property, then it must provide an assignment to the County of ownership or use of the property.
- c. The Contractor must indemnify the County from all claims of infringement related to the use of any patented design, device, materials, or process, or any trademark or copyright, and must indemnify the County, its officers, agents, and employees with respect to any claim, action, costs, or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment, or services covered by the Contract.

14. **Payments.** Payments to the Contractor under the Contract will be within 30 days of the County's receipt of a proper invoice from the Contractor. If an invoice remains unpaid 45 days after the invoice was received, interest will accrue at 6% per year.

15. **Records.** Contractor must maintain fiscal records relating to the Contract in accordance with generally accepted accounting principles. All other relevant records must be retained by Contractor and kept accessible for at least three years after final payment, termination of the Contract, or until the conclusion of any audit, controversy, or litigation related to the Contract. All subcontracts must comply with these provisions. County may access all records of the Contractor related to the Contract.

16. Remedies.

- a. **Corrections of errors and omissions.** Contractor must perform work necessary to correct errors and omissions in the services required under the Contract, without undue delays and cost to the County. The County's acceptance will not relieve the Contractor of the responsibility of subsequent corrections of errors.
- b. **Set-off.** The County may deduct from any amounts payable to the Contractor any back-charges, penalties, or damages sustained by the County, its agents, or employees caused by Contractor's breach. Contractor will not be relieved of liability for any costs caused by a failure to satisfactorily perform the services.
- c. **Cumulative.** These remedies are cumulative and without waiver of any others.

17. Responsibility of Contractor.

- a. The Contractor must perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services.
- b. Notwithstanding any review, approval, acceptance, or payment for the services by the County, the Contractor will be responsible for the accuracy of any work, design, drawings, specifications, and materials furnished by the Contractor under the Contract.
- c. If the Contractor fails to conform with subparagraph (a) above, then it must, if required by the County, perform at its own expense any service necessary for the correction of any deficiencies or damages resulting from the Contractor's failure. This obligation is in addition to any other remedy available to the County.

18. Severability/Waiver. If a court finds any term of the Contract to be invalid, the validity of the remaining terms will not be affected. The failure of either party to enforce any term of the Contract is not a waiver by that party.

19. Subcontracting or Assignment. The Contractor may not subcontract or assign any part of the Contract without the prior written consent of the County. The County may withhold consent for any reason the County deems appropriate.

20. Termination. If the Contractor violates any provision of the Contract, the County may terminate the Contract by written notice. All finished or unfinished work provided by the Contractor will, at the County's option, become the County's property. The County will pay the Contractor fair compensation for satisfactory performance that occurred before termination less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the County can affirmatively collect damages.

21. Termination of Contract for Convenience. Upon written notice, the County may terminate the Contract when the County determines termination is in the County's best interest. Termination for convenience is effective on the date specified in the County's written notice. The County will pay for reasonable costs allocable to the Contract for costs incurred by the Contractor up to the date of termination. But the Contractor will not be reimbursed for any anticipatory profits that have not been earned before termination.

22. Termination of Multi-year Contract. If funds are not available for any fiscal period of the Contract after the first fiscal period, then the Contract will be terminated automatically as of the beginning of unfunded fiscal period. Termination will discharge the Contractor and the County from future performance of the Contract, but not from their rights and obligations existing at the time of termination.

23. Third Party Beneficiaries. The County and Contractor are the only parties to the Contract and are the only parties entitled to enforce its terms. Nothing in the Contract gives any benefit or right to third persons unless individually identified by name and expressly described as intended beneficiaries of the Contract.

24. Use of County Facilities. Contractor may only County facilities that are needed to perform the Contract. County has no responsibility for the loss or damage to Contractor's personal property which may be stored on

County property.

25. **Whole Contract.** The Contract, the Standard Terms, and attachments are the complete agreement between the parties and supersede all earlier agreements, proposals, or other communications between the parties relating to the subject matter of the Contract.