

HARFORD COUNTY PUBLIC SCHOOLS

102 South Hickory Avenue
Bel Air, Maryland 21014

BID ANNOUNCEMENT

BID TITLE: **Modular Classroom Buildings for Church Creek and Prospect Mill Elementary Schools**

BID NUMBER: **25-JHP-014**

BID OPENING DATE AND TIME: **October 28, 2024, 2:30 pm local time**

BID OPENING / Bid Opening will be online via Teams at the following:

BID EMAIL SUBMITTAL ADDRESS: **Microsoft Teams [Need help?](#)**

[Join the meeting now](#)

Meeting ID: 282 731 093 572

Passcode: 8MGY5o

Dial in by phone

[+1 240-600-1475..227202857#](#) United States, Bethesda

[Find a local number](#)

Phone conference ID: 227 202 857#

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

Submit your bid via electronically to bids@hcps.org.

PROCUREMENT AGENT: Jennifer Horner
410-809-6044
Jennifer.Horner@hcps.org

QUESTIONS DUE DATE AND TIME: Questions must be emailed to Jennifer.Horner@hcps.org no later than 2:30 pm on **October 16, 2024**.

ADDENDUM ISSUED: No later than **October 18, 2024**.

PRE-BID CONFERENCE: Not Required.

BONDING REQUIRED: Not Required.

MBE DOCUMENTS: Not Required.

TIMELY DELIVERY OF BID DOCUMENTS: Bids must be received in the Procurement e-mail box, bids@hcps.org, on or before the bid opening day and time. (PDF format Only)

It is the Bidder(s) responsibility to verify that the Bid has been received at bids@hcps.org, prior to the Bid Opening. 'Read Receipts' are not sufficient. Bidders may contact the Buyer listed within the solicitation, by email or phone, to confirm receipt of bids.

INCLEMENT WEATHER: If Harford County Public Schools Administrative Offices are closed on the day a proposal is DUE, that proposal will be due at the same time the next day the Administrative Offices are open.

Bidders may obtain the Solicitation Documents by downloading the information at our website: www.hcps.org/departments/BusinessServices/purchasing.aspx. Bidders shall continue to check the HCPS website for possible addenda to the bid(s) prior to the bid opening date.

The Contract Award Report, will be posted on the HCPS webpage at <https://www.hcps.org/departments/BusinessServices/procurement.aspx> (Solicitation Results) after evaluation and approval by the Board of Education of Harford County, if required.

LATE BIDS WILL BE REJECTED AND RETURNED UNOPENED

Harford County Public Schools Nondiscrimination Statement

The Board of Education of Harford County Public does not discriminate on the basis of age, ancestry/national origin, color, disability, pregnancy, gender identity/expression, marital status, race, religion, sex or sexual orientation in matters affecting employment or in providing access to programs and activities and provides equal access to the Boy Scouts and other designated youth groups.

In accordance with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. §1681, *et seq.*), Harford County Public Schools does not discriminate on the basis of sex in any of its programs or activities or with regard to employment. Inquiries about the application of Title IX, and its implementing regulations to Harford County Public Schools may be referred to Renee McGlothlin, Harford County Public Schools Title IX Coordinator, by mail to 102 S. Hickory Avenue, Bel Air, Maryland 21014, or by telephone to [410-809-6087](tel:410-809-6087) or by email to Renee.McGlothlin@hcps.org or the Assistant Secretary for the Office of Civil Rights in the United States Department of Education by mail to 400 Maryland Avenue, SW, Washington, DC 20202 or by telephone [1-800-421-3481](tel:1-800-421-3481), or both.

TABLE OF CONTENTS

Instruction to Bidders3

General Terms and Conditions8

Insurance Requirements23

Bid Specifications.....28

Contract Sample37

Checklist38

Bid Form39

Reference Form41

Anti-Bribery Affidavit.....42

Debarment Certification43

Employment of Sex Offenders and Other Criminal Offenders Affidavit.....44

Design Standards45

Maps.....55

**Board of Education of Harford County, Maryland
Procurement Department
102 South Hickory Avenue, Third Floor, Suite 310
Bel Air, Maryland 21014**

INSTRUCTION TO BIDDERS

The following provisions, where applicable, will become part of any contractual relationship developed as a result of the solicitation.

1.0 AN INVITATION TO BID SUBMISSION

- 1.1 The Board of Education of Harford County hereinafter referred to as Harford County Public Schools or HCPS, invites all interested and qualified Contractors/Bidders to submit a bid. These specifications and requirements are intended to cover the procurement of services and/or commodities requested and include, but are not limited to, providing labor, materials, equipment and supervision of labor and subcontractors to complete requirements as identified by HCPS.
- 1.2 In accordance with State law and HCPS policies, solicitations shall be published a minimum of fourteen (14) calendar days in advance of due date for any bid having a potential award value of \$50,000 or more.
- 1.3 Unless otherwise indicated, HCPS shall receive sealed bids until the date and time indicated on bid or as modified by addenda. Bids must be e-mailed to bids@hcps.org. Bids must be clearly marked on the subject line: Name of Bidder, Bid Number and Solicitation Title. **Late bids will be rejected.**
- 1.4 Brand name and model numbers are offered as a reference for bidders as to the style, size, weight, and other characteristics of the item(s) in the Brand name and model numbers are offered as a reference for bidders as to the style, size, weight, and other characteristics of the item(s) in the Specifications. The use of such brand names should not be interpreted as the exclusive brand desired unless so stated. The determination of the acceptability and/or the criteria for acceptability of an alternate is solely the responsibility of HCPS.
- 1.5 The Bidder or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, circumstances, prerequisites, qualifications and/or specifications before submitting their bid. A bidder's failure to become fully informed is at the Bidder's sole and complete risk of loss. The Bidder shall have no right to any damages, cost and/or any other remedy at law or equity against HCPS for any miscalculation, misunderstanding, error (either omissions or commissions), mistake, misinterpretation, and/or the failure by the Bidder to obtain an award of bid, award of contract and/or profits, fees or money from HCPS when the Bidder failed to fully inform themselves. In the case of error in extension of prices in the Bid, the unit price shall govern, or the entire bid may be declared non-responsive.
- 1.6 Where provision is made on the Bid Form for bidding items on an individual, group or aggregate basis, the award will be made on whichever basis is in the best interest of HCPS. When an aggregate bid is requested, the unit prices for each item shall be identified on the Bid Form for accounting purposes. The unit prices in an aggregate bid should be consistent with the total quoted price for an aggregate bid.
- 1.7 The product offered by the Bidder shall be new, not used, and the latest version unless otherwise requested by HCPS. Should a product be discontinued and/or upgraded during the course of the Contract, the Awarded Bidder shall offer to HCPS a new alternate product meeting and/or exceeding the established specifications, under the same terms, conditions and prices as the originally offered item.
- 1.8 The Awarded Bidder, after award and before manufacture and/or shipment, may be required to submit working drawings or detailed descriptive data identified as acceptable to HCPS, which provide sufficient data to enable HCPS to judge the Bidder's compliance with specifications.

2.0 BID PREPARATION, PROPOSAL SHEET, AND BID OPENING

- 2.1 Bidder must submit one (1) original with original signatures of the Bid using HCPS bid forms. The Bidder should make and retain one (1) copy of the Bid for their files. Bids must be signed and submitted by an

authorized representative of the Bidder. Each bidder may attach a letter of explanation to the Bid, if so desired, to provide an explanation of any detail(s) in the Bid.

- 2.2 Signed bids must be returned electronically via e-mail to bids@hcps.org, ONLY. HCPS will not accept any facsimile transmission or electronic submissions to HCPS Procurement Agents, representatives, or employees. Bids must be submitted in **PDF format, ONLY**, links to documents will not be accepted. Multiple emails may be sent if files are too large for one email. It is the Bidder(s) responsibility to verify that the Bid has been received at bids@hcps.org, prior to the Bid Opening. 'Read Receipts' are not sufficient. Bidders may contact the Procurement Agent listed within the solicitation, by email or phone, to confirm receipt of bids.
- 2.3 Each bid must show the full business address, telephone number, fax number, email address, and federal tax identification number of the Bidder and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the Bid and Contract, including Letter of Intent, copy of Contract, and Purchase Order, will be mailed or delivered to the contact information shown on the Bid in the absence of written instructions from the Bidder to the contrary.
- 2.4 All bidders shall be required to complete the certificates and/or affidavits, and/or acknowledgements that are incorporated into the proposal pages of this specification. Such documents are required by Local, State or Federal funding agencies of HCPS as part of the bidding process. The documents may include but are not limited to: Anti-Bribery Affidavit, Debarment Certificate, Employment of Sex Offenders and Other Criminal Offenders Affidavit, Sales Tax Certification, Minority Bidder Status, and when applicable, Asbestos Free Certification and any others that may be required.
- 2.5 Bid Opening
 - 2.5.1 At the public opening of the Bid, the Bidder's names and their pricing will be read and recorded. All bids submitted by the required time will be accepted for further evaluation. Following complete evaluation of the Bids following opening, bids may be rejected due to major irregularities or omissions and will be rendered as non-responsive.
 - 2.5.2 Complete evaluations of the Bids will not take place at the bid opening and no indication of award will be made. HCPS reserves the right to review all responses and analyze the results of the procurement process. Any tabulation provided at this time is draft status only.
 - 2.5.3 A final recommendation(s) for contract award may be prepared for review and when required, approval by the Board of Education of Harford County.
 - 2.5.4 The Board of Education of Harford County must approve contract awards of \$100,000 or more. Formal contract award is contingent upon the required Board approval.
 - 2.5.5 Bidders may correct a minor irregularity, and minor irregularities may be waived. A minor irregularity is one that is merely a matter of form and not of substance or pertains to an immaterial or inconsequential defect or variation in a bid, the correction or waiver of which would not be prejudicial to other bidders. When so noted, minor irregularities may be corrected within forty-eight (48) hours following notification. The Procurement Supervisor will be the final determinate of what is a minor irregularity.
 - 2.5.6 HCPS also reserves the right to reject any or all bids and/or waive technical defects and minor irregularities at the discretion of the Supervisor of Procurement, HCPS or designee if, in its judgment the interests of HCPS shall so require. Bids may be withdrawn before the scheduled time of opening. Withdrawal is not permitted after the scheduled time of opening.
 - 2.5.7 Any omissions, errors, conflicts, or discrepancies in this document shall be called to the attention of HCPS IN WRITING within five (5) working days prior to the bid opening.
 - 2.5.8 Omission of any specification or details of any specification which would normally apply to the supplies and/or equipment described herein, shall not relieve the Bidder from fulfilling those required specifications needed to provide an end product or service best suited to the intended purpose of this contract as determined by the Supervisor of Procurement.

2.5.9 Up to and including the time for bid opening, a bidder may correct a defect or variation with respect to the Bid Bond, acknowledgement or addenda or MBE submission material.

- 2.6 At the time of the bid opening each bidder will be presumed to have read and to be thoroughly familiar with the specifications and related documents (including all Addenda). The failure or omission of any bidder to receive or examine any form, instrument, or document, shall in no way relieve them from any obligation in respect of its bid.

3.0 AWARD OR REJECTION OF BIDS

- 3.1 Bids will be awarded to the lowest responsive and responsible bidder whose bid meets the requirements and evaluation criteria set forth in the invitation for bid and is in the best interest of HCPS.
- 3.2 HCPS reserves the right to reject a bid of bidders pursuant to Section 5-112 of the Education Article of the Annotated Code of Maryland.
- 3.3 Bidder SHALL NOT offer more than one price on each item even though they may feel that they have two or more types or styles that will meet specifications. If Bidder submits more than one price per item specified, Bidder may be deemed non-responsive. Bidders are allowed to also offer incentives, discounts, and promotional pricing, however; if conditions are attached to pricing, the pricing may be rejected.
- 3.4 Each bidder cannot offer more than one (1) bid submittal.
- 3.5 HCPS also reserves the right to reject a bid of firms who have demonstrated performance deficiencies or who have previously failed to perform properly or complete on time other Board contracts.
- 3.6 HCPS reserves the right to reject any or all bids.
- 3.7 HCPS reserves the right to re-advertise for other bids for the identical requirement if it is in the best interest of HCPS.
- 3.8 For Information Technology (IT), Operational Technology (OT), and Software solicitations **ONLY**. Should HCPS receive responses that offer products of similar cost and functionality, HCPS reserves the right to award a contract to the more secure offering and/or supplier to meet cybersecurity requirements as outlined by the National Institute of Standards and Technology.

4.0 ANNULMENTS AND RESERVATIONS

- 4.1 Conditional proposals will not be considered.
- 4.2 HCPS reserves the right to waive technical defects within submittals.
- 4.3 HCPS may conduct any necessary investigation to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to HCPS all such information and data requested. HCPS reserves the right to reject any proposal if the evidence submitted by the Bidder or investigation of such bidder fails to satisfy HCPS that such bidder is properly qualified to carry out the obligations of the Contract and to complete all stipulated requirements.
- 4.4 HCPS reserves the right to annul any contract, if in its opinion there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon HCPS, materials, products and/or workmanship inferior to that required by the Awarded Bidder, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of HCPS to damages for the breach of any covenant of the Contract by the Awarded Bidder.
- 4.5 Unbalanced proposals will not be accepted.
- 4.6 HCPS shall have the right to reject any or all bids, reject a bid not accompanied by a required bid security or by other data required by the bidding documents, or reject a bid which is in any way incomplete or irregular.

5.0 MULTI-AGENCY PROCUREMENT

- 5.1 HCPS reserves the right to extend the terms and conditions of this solicitation to any and all other government agencies. All purchase and payment transactions will be made directly between the Contractor and the requesting public agency.
- 5.2 Each participating jurisdiction or agency shall enter into its own contract, if necessary, with the Awarded Bidder(s). HCPS assumes no obligation on behalf of any other entity.

6.0 TIE BIDS

In the event of tie bids, the award(s) shall be made as per the procedure specified in the Harford County Public Schools Procurement Manual.

7.0 WAIVER OF TECHNICALITIES

Minor differences in the specifications or other minor technicalities may be waived at the discretion of the Supervisor of Procurement.

8.0 BID PRICES

- 8.1 All pricing must remain firm for sixty (60) days from date of bid opening unless otherwise specified.
- 8.2 Unit Prices must be rounded off to no more than two (2) decimal places, unless otherwise specified.
- 8.3 HCPS reserves the right to accept price reductions from the Awarded Bidder during the term of this contract.
- 8.4 HCPS will not accept any bid responses with bidder escalator clauses, unless specifically stated in the solicitation specifications.

9.0 ADDENDA

- 9.1 All changes to the Bid Specifications will be made through appropriate Addenda issued from the Procurement Department.
- 9.2 Addenda notices will be posted on the Procurement Department web site at www.hcps.org, as well as eMaryland Marketplace.
- 9.3 No Addenda will be issued later than five (5) days prior to the date for receipt of bids except an Addendum withdrawing the request for bids or one which postpones the date for receipt of bids.
- 9.4 Each bidder shall ascertain prior to submitting a Bid that they have received all Addenda issued and the Bidder shall acknowledge their receipt on the Addenda Form. The Addenda Form shall be completed and returned with the Bid response. Failure to return the signed Addenda Form may be reason for rejection of the Bid.

10.0 RIGHT OF SELECTION

HCPS reserves the right to accept this bid by items or as a whole or lump sum. HCPS also reserves the right to increase or decrease the estimated quantities. HCPS reserves the right to reject any and all bids which comply with these specifications or to accept a higher bid which complies, provided that, in the judgment of HCPS the bid offered under the higher bid is in the best interest of HCPS and the additional price can be justified.

11.0 DISSEMINATION OF INFORMATION

This section intentionally omitted.

12.0 **INSURANCE**

Please review in detail the insurance requirements contained in the attached document. These requirements are recommended by the Maryland Association of Boards of Education Group Insurance Pool. Please have your insurance agent/company receive these insurance requirements prior to submitting a bid. Failure to comply with these insurance requirements may render the bid as non-responsive.

13.0 **BID SECURITY – WHEN REQUIRED**

- 13.1 If so, stipulated in the Advertisement, Bid Announcement, or supplementary instructions to bidders, each Proposal/Bid shall be accompanied by a Bid Bond in the dollar amount of five Percent (5%) of the Base Bid. This Bid Bond pledges that the Bidder will enter into a Contract with HCPS on the terms stated in the Solicitation and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising hereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, where required, the amount of the Bid Security/Bid Bond/Surety Bond shall be forfeited to HCPS as liquidated damages, not as a penalty. **This bond must be provided with the Proposal/Bid submission and failure to do so may be cause for rejection of the Bid as being non-responsive. The cost of the Bid Bond will be borne by the Bidder(s) in all instances.**
- 13.2 If a surety bond is required, it shall be written on the appropriate AIA Document, Bid Bond, unless otherwise provided in the Bidding Documents and the attorney-in-fact who executes the Bond on behalf of the surety shall affix to the Bond a certified and current copy of the power of attorney. *Individual surety bonds as detailed in State of Maryland COMAR 21.06.07.01 are also acceptable through an authorized individual surety agent.*
- 13.3 HCPS will have the right to retain the Bid Security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished or (b) the specified time has elapsed so that bids may be withdrawn or (c) all proposals/bids have been rejected.
- 13.4 All bonds must be approved by surety companies, which are in the most current Circular 570 "Surety Companies Acceptable on Federal Bonds" as issued by the U.S. Treasury, Bureau of Government Finance Operations, Division of Banking and Cash Management, Washington, D.C. 20011. If a bonding company is used that is not on this list, the Contract will be *Terminated for Default* or if the required bond is a bid bond, this is just cause for rejection of the Bid as being non-responsive.
- 13.5 Performance Bonds and/or Payment Bonds may be required for proposals/bids meeting the following conditions. The Award Bidder(s) of this contract may be required to submit either one or both of these bonds within ten (10) days of receipt of the Notice of Intent to Award and in accordance with the terms stated below. The cost of the Performance Bond and/or Payment Bond will be borne by the Bidder(s) in all instances.
- 13.5.1 Performance Bond may be required for contracts and/or awards of contracts in excess of \$100,000.00 for the amount of 100% of the contract price to cover faithful performance of the Contract. Simultaneously with their delivery of the executed contract, the Award Bidder must deliver to HCPS an executed bond in the amount of one hundred percent (100%) of the accepted bid as security for the faithful performance of their contract and for the payment of all persons performing labor or furnishing materials in connection therewith, prepared on the Standard Bond Form A-311 as approved and issued by the American Institute of Architects and having as surety thereon such surety company or companies as are acceptable on bonds given to the United States Government and approved by the Harford County Public Schools and are authorized to transact business in this State. **Performance Bonds shall be made out in the name of the "Board of Education of Harford County".**
- 13.5.2 Payment Bonds may be required for contracts and/or awards of construction contracts in excess of \$100,000.00 for the amount of 100% of the contract price as security for the payment of all persons performing labor and furnishing materials in connection therewith when required by HCPS. Payment Bonds shall be made out in the name of the "**Board of Education of Harford County**".

**Board of Education of Harford County, Maryland
Procurement Department
102 South Hickory Avenue, Third Floor, Suite 310
Bel Air, Maryland 21014**

**GENERAL TERMS AND CONDITIONS
Construction**

1.0 TERMINATIONS FOR CAUSE OR CONVENIENCE

- 1.1 HCPS reserves the right to terminate any contract, if in its opinion there shall be a failure at any time to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon HCPS, materials, products and/or workmanship inferior to that required by the Awarded Bidder, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of HCPS to damages for the breach of any covenant of the Contract by the Awarded Bidder.
- 1.2 Any cost and/or expense incurred under this section above shall be deducted from and paid by the Board of Education of Harford County out of such monies as may be due or become due to the Contract, if the same had been completed by the Contractor, it or its surety shall pay the amount of any excess to the Board of Education of Harford County.
- 1.3 The performance of work under this contract may be terminated for convenience by the Board of Education of Harford County in accordance with this clause in whole or part, whenever the Supervisor of Procurement shall determine that such termination is in the best interest of HCPS. Any such termination shall be affected by mailing to the Contractor a Notice of Termination specifying the extent to and conditions under which performance of work under the Contract is terminated and the date upon which such termination becomes effective. Upon termination of this contract in accordance with this section, the Contractor may be entitled to an equitable adjustment.
- 1.4 Termination for Non-Appropriation. HCPS reserves the right to terminate this contract, in whole or part, due to non-appropriation of funds or funds that are otherwise made unavailable to support continuation in any fiscal year succeeding the first fiscal year. Notification of contract termination will be given to the Contractor thirty (30) days in advance and will be in effect at the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.

2.0 DRUG, TOBACCO, AND ALCOHOL

All HCPS properties are "drug, tobacco, and alcohol-free zones" as designated by Local and State laws. Neither the Consultant or their employees (or sub-Consultants) are permitted to have any tobacco products, vaporizers, e-cigarettes, illegal or prescription drugs, or alcohol products on HCPS property. Use or possession of such items on HCPS property will result in immediate termination of the Agreement.

3.0 PROTEST AND APPEAL PROCESS

Any bidder objecting to the recommendation for award or the award of a contract may appeal the action to the Supervisor of Procurement by formal notification in writing within seven (7) calendar days of award. A protest must include: the name, address, and contact information of the protestor; signature of the protestor or an authorized representative of the protestor; identification of the solicitation or proposal number; detailed statement of reasons for the protest; supporting documentation to substantiate the claim; and the remedy sought. A formal written response to the appeal shall be issued within ten (10) calendar days following receipt of the formal protest. The decision of the Supervisor of Procurement may be appealed to the Superintendent of Schools within five (5) business days following receipt of decision from the Supervisor of Procurement. The decision of the Superintendent is final and conclusive.

4.0 NON-DISCRIMINATION

- 4.1 The Contractor shall comply with all Federal and State anti-discrimination laws in the performance of this contract.

- 4.2 The Board of Education of Harford County Public does not discriminate on the basis of age, ancestry/national origin, color, disability, pregnancy, gender identity/expression, marital status, race, religion, sex or sexual orientation in matters affecting employment or in providing access to programs and activities and provides equal access to the Boy Scouts and other designated youth groups.
- 4.3 In accordance with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. §1681, *et seq.*), Harford County Public Schools does not discriminate on the basis of sex in any of its programs or activities or with regard to employment. Inquiries about the application of Title IX, and its implementing regulations to Harford County Public Schools may be referred to Renee McGlothlin, Harford County Public Schools Title IX Coordinator, by mail to 102 S. Hickory Avenue, Bel Air, Maryland 21014, or by telephone to 410-809-6087 or by email to Renee.McGlothlin@hcps.org or the Assistant Secretary for the Office of Civil Rights in the United States Department of Education by mail to 400 Maryland Avenue, SW, Washington, DC 20202 or by telephone 1-800-421-3481, or both.
- 4.4 The Awarded Bidder shall furnish, if requested by HCPS, a compliance report concerning their employment practices and policies in order for HCPS to ascertain compliance with the special provisions of this contract concerning discrimination in employment.
- 4.5 In the event the Awarded Bidder is deemed noncompliant with the nondiscrimination clause of this contract, this contract may be canceled, terminated, or suspended in whole or in part and the Awarded Bidder may be declared ineligible for further/future HCPS' work.

5.0 NON-HIRING OF EMPLOYEES BY AWARDED BIDDER OR HCPS

- 5.1 No employee of the HCPS or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the HCPS or any unit thereof.
- 5.2 No employee of the Awarded Bidder or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the Awarded Bidder or any unit thereof.

6.0 FINANCIAL DISCLOSURE

The Awarded Bidder shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State of Maryland or its agencies, including school districts, during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall within thirty (30) days of the time when the aggregate value of these contracts, leases or other agreements reached \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

7.0 POLITICAL CONTRIBUTION DISCLOSURE

Awarded Bidder shall comply with the provisions of Section 14-101 et seq. of the Election Law Article of the Maryland Code, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, including school districts, during a calendar year under which the person receives in the aggregate \$10,000 or more, shall, on or before February 1 of the following year, file with the Secretary of State of Maryland certain specified information to include disclosure of political contributions in excess of \$100 to a candidate for elective office in any primary or general election.

8.0 RETENTION OF RECORDS

The Awarded Bidder shall retain and maintain all records and documents relating to this contract for three (3) years after final payment by HCPS hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of HCPS or designee, at all reasonable times.

9.0 LANGUAGE/GENDER

- 9.1 Bidder, proposer, offeror, vendor and contractor all have the same meaning and may be used interchangeably.
- 9.2 The Board of Education of Harford County is also referred to as HCPS, Harford County Public Schools, and Board of Education which may be used interchangeably.
- 9.3 Bid, proposal and offer all have the same meaning and can be used interchangeably.

10.0 COMPLIANCE WITH THE LAW

The Bidder hereby represents and warrants:

- 10.1 That it is qualified to do business in the State of Maryland and that it will take such action as, from time-to-time hereafter, may be necessary to remain so qualified.
- 10.2 That it shall comply with all Federal, State and Local law ordinances and legally enforceable rules and regulations applicable to its activities and obligations under this agreement.
- 10.3 That it shall procure, at its expense, all licenses, permits, insurance and governmental approval, if any are necessary to the performance of its obligations under this agreement.

11.0 SAFETY AND CODE REQUIREMENTS

- 11.1 Contractor shall comply with all Federal, State, and Local laws, ordinances and regulations pertaining to work under their charge and these shall be construed as the minimum requirements of these specifications.
- 11.2 The Contractor shall provide all equipment and machinery furnished and delivered to HCPS complying with the safety regulations as required by OSHA and the Maryland State Safety Health Act known as MOSHA meeting the CFR-1910 MOSHA Standard.
- 11.3 Safety Data Sheets (SDS) shall be submitted for all supplies, materials, equipment or any other substances furnished and/or installed under this proposal in accordance with the OSHA Hazardous Communication Standard 29 CFR 1910.101, 29 CFR 1910.1200 and 20 CFR 1926.58 or any other applicable State, Federal or Local regulation. The Contractor, when required, must submit SDS sheets to each school or facility that receives any such supplies, materials, equipment or any other substances furnished and/or installed by the Contractor.

12.0 CONTRACTOR'S OBLIGATION

- 12.1 The Awarded Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission but shall fully complete every part as the true intent and meaning of the specifications, as decided by HCPS, and as described herein. Deviations, exceptions, alternates, etc., may render the bid as non-responsive.
- 12.2 The Awarded Bidder, after award and prior to starting work, may be required to submit working drawings or detailed descriptive data identified as acceptable to HCPS, which provide sufficient data to enable HCPS to judge the Awarded Bidder's compliance with the specifications.
- 12.3 In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Bidder shall call the attention of the applicable HCPS designee(s) to such conflict for a decision before proceeding with any work.
- 12.4 Any deviation(s) from the specifications or scope of work must be clearly noted in detail by the Bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of deviation(s) at the time of submittal will hold the Bidder accountable to HCPS to the specifications or scope of work as written by HCPS. Any deviation(s) from the specifications or statement of work without prior documented approval will be grounds for rejection of any material, equipment, and/or services when delivered and/or

performed.

- 12.5 The Awarded Bidder shall and will, in good professional manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings covered by this contract and any and all supplemental plans and drawings, and in accordance with the directions of the Board of Education as given from time to time during the progress of the work. The Contractor shall observe, comply with and be subject to all terms and conditions, requirements and limitations of the Contract and Specifications and shall do, carry on and complete the entire work to the complete satisfaction of the Board of Education.
- 12.6 Awarded Bidder may be required pursuant to the Business Regulation Article of the Maryland Code, to provide proof of Certificate of Registry.
- 12.7 Awarded Bidder is responsible to protect all existing and newly installed supplies and/or equipment. Any HCPS property damaged shall be replaced or repaired to the satisfaction of HCPS.
- 12.8 Contractors and any of its subcontractors shall advise HCPS of its intention to use any employees, which are hired or obtained from any penal, pre-release or work release program. In the event that such employees are used, notification to HCPS shall include the name and violation for each individual. The reasonable precautions, when selecting such individuals and provide strict supervision and proper safeguards. Contractor's employees are not permitted inside school buildings when the nature of the Contract is for outside work.

13.0 PROTECTION OF WORK AND PROPERTY

- 13.1 The Contractor will be held responsible for any and all damage to Harford County Public Schools property done or caused by the Contractor or other personnel engaged in the execution of this contract, except and unless damage, loss, injury or illness is caused by the negligence or tortious misconduct of HCPS employees. They shall be similarly responsible for all injury to any person that occurs as a result of their actions or negligence. They shall take proper safety and health precautions to protect the work, the workers, the public and the property of others. The Contractor shall also be responsible for any and all damage to adjacent property incurred in the performance of the Contract and hold Harford County Public Schools free from any and all claims for damages arising from the execution of the work.
- 13.2 Limit use of premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.
- 13.3 Keep driveways and entrances serving the premises clear and available to HCPS, HCPS's employees and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
- 13.4 The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or work, and at the completion of the work, all trash will be removed from and about the work site and all tools, scaffolding and surplus materials shall leave the area clean and neat unless more exactly specified. In case of disputes, HCPS may remove trash, rubbish, etc. and charge the cost to the Contractor.
- 13.5 The Awarded Bidder shall protect all HCPS property, materials, equipment, improvements, utilities, structures, and vegetation at all times. Any property or incidentals damaged during the shall be repaired or replaced by Awarded Bidder to the satisfaction of HCPS.

14.0 DIRECT DAMAGES

HCPS reserves the right to pursue any and all damages against the Awarded Bidder or against any bond or surety relating to the contract in the event of a breach of the Contract by the Awarded Bidder.

15.0 PERMITS & LICENSE

The Contractor awarded this contract must, at its expense, obtain any and all permits required by Local, State

and Federal authorities. The Contractor at the time of bid opening must be fully licensed in all trades or special areas that require a license by Local, State, Federal authorities. It is the contractor's responsibility to notify HCPS of lapses in, suspension of or termination of special permits and licenses required under the Contract.

16.0 SUBSTITUTIONS

Bids shall be based upon the materials, systems, and equipment required by the bidding documents without exception.

17.0 GUARANTEE AND WARRANTY

- 17.1 The Awarded Bidder shall unconditionally guarantee the materials and workmanship of all equipment and materials furnished by the Awarded Bidder, its subcontractors or suppliers for a period of at least one (1) year from the date of acceptance of the installation by HCPS. If the manufacturer warrants equipment for a period longer than one year, the Awarded Bidder shall pass through this extended warranty to HCPS.
- 17.2 In the event the Awarded Bidder fails to repair, replace, adjust, rectify, remedy, correct or complete the items, defects, deterioration, and/or installation, then HCPS may have the right to secure the services of another vendor to correct the work or complete the performance required by the award of this bid. The Awarded Bidder shall be solely responsible for any and all cost, expenses and monies due to the new vendor.
- 17.3 The Awarded Bidder must act as the manufacturer's agent for all warranty claims.

18.0 AWARDED BIDDER'S RESPONSIBILITY

- 18.1 Awarded Bidders may be required pursuant to the Business Regulation Article of the Maryland Code, to provide proof of Certificate of Registry.
- 18.2 Awarded Bidders are responsible to protect all existing and newly installed work, materials, equipment and landscaping. Any HCPS property damaged shall be replaced or repaired to the satisfaction of HCPS.
- 18.3 Awarded Bidders are responsible for having all employees sign-in and sign-out at the work site. Use the appropriate form provided by the school office.
- 18.4 Awarded Bidders are responsible for daily removal of all debris from the work site and to keep the work site tidy as work progresses. Under no circumstance shall Awarded Bidders use HCPS garbage and/or recycling dumpsters to dispose of debris.
- 18.5 Unless otherwise stipulated, HCPS shall provide and pay for water, heat, telephone and utilities used or consumed by the Awarded Bidder during the performance of the work or services hereunder if they are currently available at the work site. However, the Awarded Bidder shall install and pay for the costs of any temporary facilities not already in existence, which will be required during construction for accessing such water, heat and utilities.
- 18.6 Awarded Bidders are responsible for coordinating planned interruptions of utility service with HCPS.
- 18.7 Awarded Bidders are responsible to notify HCPS of any occurrence of pre-existing condition that would prevent the completion of work as specified. Any changes in the scope of work and any resulting changes in cost shall be agreed to in writing by HCPS. HCPS assumes no responsibility for verbal changes in the Scope of Work or cost. Contract/Scope changes must be reflected in an authorized change order approved by the Supervisor of Procurement.
- 18.8 Awarded Bidders may be responsible at the discretion of HCPS to complete the American Institute of Architects (AIA) Abbreviated Form of Agreement between HCPS and Awarded Bidder.
- 18.9 Awarded Bidders are responsible to provide their own materials, tools and equipment. HCPS assumes no responsibility for vandalism or theft of Awarded Bidder's property.

- 18.10 At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Solicitation, Specifications, Plans and Contract Documents (including all Addenda). The failure or omission of any bidder to receive or examine any form, instrument, or document, shall in no way relieve any bidder from any obligation in respect of his bid.
- 18.11 Awarded Bidder shall be responsible for ensuring that employees assigned to HCPS sites, either employed by Awarded Bidder or their subcontractor(s), have successfully passed a criminal background check, to the satisfaction of Harford County Public Schools. The Awarded Bidder shall not use any employees, including subcontractor employees that are hired or obtained from any penal pre-release or work-release programs.

19.0 SAFETY AND CODE REQUIREMENTS

All materials and labor shall comply with the following requirements:

- 19.1 Awarded Bidder shall comply with all Federal, State, and Local laws, ordinances and regulations pertaining to work under their charge and these shall be construed as the minimum requirements of these specifications.
- 19.2 Awarded Bidder shall provide all equipment and machinery furnished and delivered to HCPS complying with the safety regulations as required by OSHA and the Maryland State Safety Health Act known as MOSHA meeting the CFR-1910 MOSH Standard.
- 19.3 Awarded Bidder shall submit Safety Data Sheets (SDS) for all supplies, materials, equipment or any other substances furnished and/or installed under this proposal in accordance with OSHA Hazardous Communication Standard 29 CFR 1910.101, 29 CFR 1910.1200 and 29 CFR 1926.58 or any other applicable state, federal, or local regulation. The Awarded Bidder must submit SDS sheets to each school or facility that receives any such supplies, materials, equipment or any other substances furnished and/or installed by the Awarded Bidder. Failure on the part of the Awarded Bidder to furnish the necessary SDS sheets will result in the withholding of final payment.
- 19.4 Standards are as defined in the latest issue from the following:

AABC	Associated Air Balance Council
ADC	Air Diffusion Council
AGA	American Gas Association
ADA	American's With Disabilities Act
AMCA	Air Moving and Conditioning Association
ANSI	American National Standards Institute
ARI	Air Conditioning and Refrigeration
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing and Materials
AWS	American Welding Society
AWWA	American Water Works Association
BOCA	Building Officials and Code Administrators
COBA	Council of American Building Officials
CPSC	Consumer Product Safety Commission
CS	Commercial Standard
FM	Factory Mutual
IBR	Institute of Boiler and Radiator Manufacturers
IEEE	Institute of Electrical and Electronics Engineers
MSSP	Manufacturers Standards Society of the Valve and Fittings Industry
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
TEMA	Tubular Exchanger Manufacturers Association
TIMA	Thermal Insulation Manufacturers Association
UL	Underwriters Laboratories

- 19.5 No new, replacement or restoration materials shall contain asbestos or asbestiform minerals in an amount greater than 0.0% as determined by Polarized Light Microscopy (PLM) as prescribed in Federal Regulation 40 CFR 763.87. For materials that are tightly bound (e.g. floor tile, roofing asphalt and felts, adhesive/mastic, caulk, glaze, etc.) and for which PLM analysis is not conclusive, transmission electron microscopy must be used for analysis. If no commercially available material meets this criterion, written authorization for use of the material shall be obtained from the HCPS Project Manager. All materials delivered to or used on HCPS property must be accompanied by a manufacturer's certification to be asbestos free, based upon criterion above. The Material Safety Data Sheet may not be used for this purpose.
- 19.6 No new, replacement or restoration materials shall contain lead in an amount greater than 0.00 milligrams per liter or 0.00 milligrams per kilogram. If no commercially available material meets either criterion, written authorization for use of the material shall be obtained from the HCPS Project Manager.
- 19.7 All Harford County codes and regulations including the latest edition of The International Building Code are relevant.
- 19.8 Awarded Bidder shall insure that all modifications address the provisions of the ADA.

20.0 CONCEALED OR UNKNOWN CONDITIONS

In the performance of any work or services, if the Awarded Bidder encounters conditions at the Facilities that are (1) subsurface if otherwise concealed physical conditions that differ materially from those indicated on the drawings furnished by HCPS or (2) unknown physical conditions of an unusual nature that differ materially from those conditions normally found to exist and generally recognized as inherent in the construction activities if the type and character as that which is described, then the Awarded Bidder shall notify HCPS of such conditions promptly, prior to significantly disturbing the same, and in no event later than 2 days after the first observation the conditions. If such conditions differ materially and cause an increase or decrease in the Awarded Bidder's cost of, or time required for, performance of any part of the work or services, the Awarded Bidder shall be entitled to, and HCPS shall consent in writing to, an equitable adjustment in the amounts paid to the Awarded Bidder pursuant to this Agreement, the times for performance or both.

21.0 INDEMNIFICATION

- 21.1 To the fullest extent permitted by law, the Indemnitor shall indemnify, defend and hold the Indemnitee and its employees, agents, officials or volunteers harmless from and against any and all claims, losses, damages, expenses, causes of action and liabilities including without limitations, attorney's fees arising out of or related to the Indemnitor's occupancy or use of the Indemnitee's premises or operations incidental thereto, provided that any such claim, loss, damage, expense, cause of action or liability is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from. Indemnitor expressly indemnifies indemnitee for the consequences of any negligent act or omission of the Indemnitor or any of the Indemnitor's employees, agents, officials or volunteers or anyone for whose acts the Indemnitor may be liable, unless such act or omission constitutes gross negligence or willful misconduct.
- 21.2 In claims against any person or entity indemnified within this indemnification by an employee of the Awarded Bidder, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Awarded Bidder or a subcontractor under Workers' Compensation Acts, Disability Benefit Acts, or other employee benefit acts.
- 21.3 The obligations of the Awarded Bidder within this indemnification shall not extend to the liability of the Construction Manager, Architect, their consultants and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or specifications, or (2) the giving of or the failure to give directions or instructions by the Construction Manager, Architect, their consultants, and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

22.0 ACCESS TO FACILITIES FOR PERFORMANCE

From the date hereof and throughout the term of this agreement, the Awarded Bidder shall have reasonable access to the Facilities and relevant personnel of HCPS to perform its obligations and to investigate performance of the equipment, systems and operations of the Facilities.

23.0 SUSPENSION OF WORK

- 23.1 HCPS may unilaterally order the Awarded Bidder in writing to suspend, delay, or interrupt all or any part of the work for such period of time as may be appropriate for the convenience of the HCPS. Such suspensions, delays or interruptions should be for less than sixty (60) days unless there are extenuating circumstances.
- 23.2 The times required, and the completion of work shall be equitably adjusted to take into account the period of such suspensions, delay or interruption.
- 23.3 HCPS will compensate the Awarded Bidder only for the cost(s) to re-mobilize to the Facilities any equipment that had to be leased or rented for the suspension period that was critical to the operation of the Facility and any offsite storage cost(s) besides the Awarded Bidder's facility that had to be used to store materials related to the work. The Awarded Bidder shall, at the suspension of work, notify the HCPS of any such charges stating the monetary damages that will incur and shall document weekly in writing to the HCPS the cumulative costs during the delay period. In no way will any approved delay effect the warranty period regarding any accepted completion by the HCPS relating to equipment installed by the Awarded Bidder, its subcontractors and suppliers.

24.0 DELAYS, EXTENSIONS OF TIME

- 24.1 The Bidder agrees to perform all work and provide all supplies or materials, in accordance with all the sections of this bid in a timely, continuous and diligent manner in order to comply with the time requirements set forth in this bid and/or the Contract. The Bidder acknowledges and agrees that the only party that may grant a legally binding time extension or agree to a substitution of products, materials, equipment and/or supplies is the Supervisor of Procurement. Any and all time extensions and/or changes/substitutions of products, materials, equipment and/or supplies must be requested in writing by the Bidder before the extension and/or change takes place and approved in writing by HCPS.
- 24.2 Any delays by the Awarded Bidder to commence work will not change the Completion Date or relinquish the Awarded Bidder from the responsibility of meeting the established completion requirements by the Completion Date unless written permission has been granted from the Supervisor of Procurement.

25.0 HAZARDOUS MATERIALS

- 25.1 The Awarded Bidder's work and other services pursuant to or in connection with this Agreement includes work connected and associated with asbestos, lead, polychlorinated biphenyl ("PCB"), fluorescent light bulbs, or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). The Awarded Bidder shall be required to perform identification, abatement, cleanup, control, and removal of Hazardous Materials. HCPS warrants and represents that, except as set forth in the Technical Proposal, there are no Hazardous Materials on the Facilities that will in any way affect the Awarded Bidder's work or any other services and HCPS has disclosed to the Awarded Bidder the existence and location of any Hazardous Materials in all areas within which the Awarded Bidder will be performing any part of the work or other services. The existence or location of any Hazardous Materials that have been disclosed by HCPS to the Awarded Bidder prior to the execution hereof, or that were otherwise identified in the Technical Specifications, shall be the exclusive responsibility of the Awarded Bidder.
- 25.2 Should the Awarded Bidder become aware of or suspect the presence of Hazardous Materials, other than already disclosed by HCPS within the Technical Specifications, the Awarded Bidder shall immediately stop work in the affected area and notify HCPS. HCPS will be responsible for taking any and all actions necessary to correct the condition in accordance with all applicable laws and regulations. The Awarded Bidder shall be required to resume performance of the work or any HCPS requested work in the affected areas only in the absence of Hazardous Materials or when the affected area has been rendered harmless.

Except as set forth in the Technical Specifications, the Awarded Bidder shall not be obligated to transport or handle Hazardous Material, to provide any notices to any governmental authority or agency, or to inspect or examine the Facilities for the presence of Hazardous Material.

26.0 LEGISLATED BID REQUIREMENTS

Award of contracts over \$50,000 shall be awarded to the lowest responsive and responsible bidder who conforms to the Specifications with consideration given to: (1) the quantities involved, (2) the time required for delivery, (3) the purpose for which it is required, (4) the competency and responsibility of the Bidder, (5) the ability of the Bidder to perform satisfactory service, and (6) the plan for utilization of minority contractors (certified by M-DOT). [REF: State of Maryland Senate Bill 202, Section 5-112-Education Article, Sub. C effective 7-1-00]

27.0 PREVAILING WAGE-SCHOOL CONSTRUCTION

If the estimated cost of the Contract is \$250,000 or more and if State funds will be 25% or more, the Contract shall meet the prevailing wage requirements contained in Chapter 57, 2020 Md. Laws, effective October 1, 2021. Prevailing wage rates are required for the appropriate trades included in the project and must be reflected in the Bids submitted. HCPS is required to include a notation in the Bid Announcement and advertisement that, "PREVAILING WAGE RATES ARE APPLICABLE TO THIS PROJECT". Questions regarding the prevailing wage rate process or procedure may be directed to the Administrator of the Prevailing Wage Program, State of Maryland.

28.0 ROYALTIES AND PATENTS

The Awarded Bidder shall pay all royalties and license fees. The Awarded Bidder shall defend suits or claims for infringement of patent rights and shall hold HCPS, Construction Manager, and/or the Architect/Engineer/Designer harmless from loss on account thereof but shall not be responsible for such defense or loss when a particular design process or product of a particular manufacturer or manufacturers is required by the Contract Documents. However, if the Awarded Bidder has reason to believe that the required design process or product is an infringement of a patent, the Awarded Bidder shall be responsible for such loss unless such information is promptly furnished to HCPS and/or the Architect/Engineer/Designer.

29.0 ILLEGAL IMMIGRANT LABOR

The use of illegal immigrant labor to fulfill contracts solicited by HCPS is in violation of the law and is strictly prohibited. Contractors and subcontractors must verify employment eligibility of workers in order to assure that they are not violating Federal/State/Local laws regarding illegal immigration. A compliance audit may be conducted.

30.0 FOREIGN LANGUAGE TRANSLATOR REQUIREMENT

- 30.1 HCPS requires an awarded bidder to have on site, a full-time interpreter that is fluent in speaking and understanding an employee's native language if the Contractor has on site an employee that does not speak English.
- 30.2 Failure of an awarded bidder to have on site, full time, an interpreter that is fluent in speaking and understanding an employee's native language for those employees that do not speak English is reason for immediate Termination for Cause.

31.0 EMPLOYMENT OF CHILD SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS

- 31.1 **If a child sex offender, as determined by the definitions contained in the Criminal Law Article of the Annotated Code of Maryland, is employed by the Awarded Bidder, the Awarded Bidder is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any HCPS property, including the project property. Violation of this provision may result in Termination for Cause.**
- 31.2 Contractor acknowledges and agrees that, pursuant to Section §6-113 of the Education Article of Maryland Code, Contractor is prohibited from knowingly assigning or permitting its Subcontractors from knowingly assigning any of the Contractor's or Subcontractor's employees to work in, on or about school

premises if such employee may or would have direct, unsupervised and uncontrolled access to children if the employee has been convicted of, pled guilty or *nolo contendere*, to any of the following crimes.

- 31.2.1 A sexual offense in the third or fourth degree under §3-307 or §3-308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under §3-307 or §3-308 of the Criminal Law Article if committed in Maryland;
- 31.2.2 Child sexual abuse under §3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under §3-602 of the Criminal Law Article if committed in Maryland; or
- 31.2.3 A crime of violence as defined in §14-101 of the Criminal Law Article, or an offense under the laws of another state that would be violation of §14-101 of the Criminal Law Article if committed in Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under §3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.
- 31.3 Direct unsupervised and uncontrolled access with students is prohibited. If you, as the Contractor/Site Supervisor, witness or suspect your employee(s) entering into a student area, action must be taken immediately to rectify the situation.
- 31.4 Section §11-722 of the Criminal Procedure Article of the Maryland Code prohibits any person with a contract with a local Maryland school system from knowingly employing an individual to work at the school if the individual is registered as a sex offender pursuant to Section §11-704 of the Criminal Procedure Article. Violation of this paragraph may result in termination of the agreement at HCPS's discretion.

32.0 CRIMINAL BACKGROUND CHECKS FOR CONTRACTORS

Amendments to Section §5-561 of the Family Law Article of the Maryland Code effective July 1, 2015, require each Contractor and Sub-Contractor with a local school system to ensure that any individuals in their work force undergo a criminal background check and fingerprinting if such individual will work in, on or about school premises and the individual will have direct, unsupervised and uncontrolled access to children.

The term “**work force**” means any of the Contractor’s employees or the Contractor’s Sub-Contractors and their employees.

Contractor shall cause any member of Contractor’s work force to undergo a criminal history background check, including fingerprinting, if such work force member may or will work in, on or about school premises and may, or will have direct, unsupervised and uncontrolled access to children. Such background check and fingerprinting shall meet the requirements of Section §5-560 to §5-569 of the Family Law Article of the Maryland Code.

The cost of such criminal background check and fingerprinting shall be paid by Contractor.

HCPS shall have the right, in its sole discretion, to prohibit any individual from performing any work at, or in or about school premises based on such individual’s criminal background check.

- 32.1 IN ADDITION to the above requirements, Contractors shall comply with the requirements of House Bill 486 passed by the General Assembly in 2019, regarding screening of applicants for employment.
 - 32.1.1 Effective July 1, 2019
 - 32.1.2 MSDE Guidance for House Bill 486 – Child Sexual and Sexual Misconduct Prevention) can be found online at www.marylandpublicschools.org.
 - 32.1.3 Submission of Section 000325 Contract Affidavit (HB 486/SB 541 Compliance) is required to be

submitted prior to award of contract.

33.0 MINORITY BUSINESS ENTERPRISE PARTICIPATION

Minority participation is encouraged on all contracts and non-minority prime contractors are encouraged to use minority subcontractors. Specific requirements may apply to certain bids when State of Maryland School Construction Program funds are utilized.

When applicable, a special section in the bid documents will be included as "Minority Business Enterprise Procedures". When this requirement is included in the bid documents the required certificate, waiver forms, schedule for participation forms must be submitted. Failure to submit said documents may result in a determination that the Bid is non-responsive. If the Contractor is deemed the apparent low bidder, the Minority Business Enterprise documentation described in the bid documents must be submitted within ten (10) working days of receiving notification of potential award.

For projects estimated to be over \$50,000, "The Bidder or Offeror is required to submit with its bid or proposal a completed Attachment 1A - MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule, as described in the solicitation documents. If Attachment 1A, MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule, are not submitted with the Bid at the time of opening, the Bid will be deemed non-responsive and not considered. The Bidder or Offeror recognizes that their efforts made to initiate contact to solicit and to include MBE firms in this project will be reviewed carefully and evaluated based upon the actions taken by them prior to and up to 10 days before the Bid or Proposal opening.

The Contractor shall perform the Contract in accordance with the representations made in Attachment 1A – Minority Business Enterprise Utilization and Fair Solicitation Affidavit and MBE Participation Schedule submitted as part of the Bid or Proposal. Failure to perform the Contract as specified and presented in the Bid or Proposal submission without prior written consent of the Owner shall constitute a violation of a material term of the Contract.

34.0 LABOR AND RATES OF PAY

34.1 The Awarded Bidder agrees that it shall abide by all applicable provisions of Federal and State law and regulation pertaining to workplace conditions, child labor and that all employees will be treated with dignity and respect.

34.2 The Awarded Bidder agrees to comply with all applicable Federal and State law and regulation relating to payment of wages.

35.0 PROCUREMENT-INVESTMENT ACTIVITIES IN IRAN

The Awarded Bidder agrees that it shall abide by and comply with Section 17-701 et seq. of the State Finance and Procurement Article of the Maryland Code, regarding business in Iran.

36.0 CONTRACT

The Bid with respect to all items accepted, addenda, agreements and all papers and documents accompanying the same, including these general and special conditions shall constitute the Formal Contract between the Bidder and HCPS.

37.0 TAXES

37.1 Materials, which are incorporated into work under formal or informal contracts, are not exempt from the Maryland State Sales or Use Tax. Awarded Bidders shall be responsible for paying such taxes when purchasing materials. HCPS tax-exempt certificates cannot be used by contract awardees.

37.2 No charge will be allowed for Federal, State or municipal sales and excise taxes from which HCPS is exempt. The price bid shall be net and shall not include any tax. Exemption certificates, if required, will be furnished on forms provided by the Bidder. HCPS is specifically exempt from retail sales tax under Maryland Certificate 3000120-1. Harford County Public Schools, Maryland is a political organization of the State of Maryland under the "Code of Maryland-Title 13A". The Internal Revenue Code Section 501

specifically exempts political organizations from Federal Income Tax. Harford County Public Schools, Maryland Federal Tax ID is #52-6000955.

38.0 DELIVERIES

All supplies and/or materials must be held by the Awarded Bidder until needed at the site unless they can be stored in the area in which the work is to be done, and that area has been closed to occupant usage. The Awarded Bidder shall obtain the permission of the HCPS representative regarding any needed storage of materials and equipment. Such storage shall be done in such a manner as not to interfere with the building schedule. The Awarded Bidder shall be responsible for any and all accidents caused by negligence from this source. HCPS does not accept responsibility for losses of material or equipment, regardless of approval to store, in any institution's facilities or grounds.

39.0 INSPECTIONS/CORRECTION OF WORK

All work and materials, all processes of manufacturer, and all methods of construction shall be at all times and places subject to the inspection of HCPS who shall be the final judge of the quality and suitability of the work, materials, process of manufacturer and methods of construction for the purposes for which they are contracted and used. Should they fail to meet the necessary approval, they shall be corrected, made good or replaced at the Contractor's expense, and to the complete satisfaction of HCPS. Rejected material shall be immediately removed from the site. Failure to correct the work shall be grounds for immediate termination of the Contract.

40.0 COMPLIANCE WITH SPECIFICATIONS

- 40.1 The Awarded Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission but shall fully complete every part as the true intent and meaning of the drawings and specifications as described.
- 40.2 The Awarded Bidder, after award and prior to starting work, may be required to submit working drawings or detailed descriptive data identified as acceptable to HCPS, which provide sufficient data to enable HCPS to judge the Awarded Bidder's compliance with the specifications.
- 40.3 Where the requirements of the specifications call for higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern.
- 40.4 Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern.
- 40.5 In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Bidder shall call the attention of the applicable HCPS designee(s) to such conflict for a decision before proceeding with any work.
- 40.6 Any deviations to the Specifications or Statement of Work must be clearly noted in detail by the Bidder/Offeror, in writing, at the time of submittal of the formal proposal. Any deviations, alternations or changes to the bid document or from the specifications as written may result in rejection of the Bidder's/Offeror's proposal or materials delivered.

41.0 BILLING AND PAYMENT

- 41.1 Each invoice shall list the purchase order number or contract number of HCPS and the items on the invoice shall be listed in the same order as on the purchase order. The original invoice shall be submitted to the Accounts Payable email address at APInvoice@hcps.org, unless otherwise specified.
- 41.2 Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments may be paid if partial shipments have been made and received.
- 41.3 Standard HCPS payment terms are net thirty (30) days.
- 41.4 HCPS will not pay freight bills, unless stated otherwise. Delivery shall be F.O.B., to the destination(s) as noted on Purchase Order.

42.0 GOVERNING LAW AND DISPUTE RESOLUTION

- 42.1 The Bid shall be construed in accordance with, and interpreted under, the laws of the State of Maryland. Any lawsuits arising out of such bid shall be filed in the appropriate State Court located in Harford County, Maryland.
- 42.2 Alternative Dispute Resolution (ADR) may be used at HCPS's sole discretion, but HCPS is not obligated to utilize ADR.

43.0 CONFLICTS OF INTEREST

No employee of Harford County Public Schools shall engage in or have a financial interest in any Contract that conflicts or raises a reasonable question of conflict with their duties and responsibilities. Further, Harford County Public Schools may, by written notice of default to the supplier, terminate in whole or in part the Contract if a determination is made that obtaining the Contract was influenced by an employee of Harford County Public Schools having received a gratuity, or promise thereof, in any way or form.

44.0 ORDER OF PRECEDENCE

In the event of an inconsistency among provisions of this solicitation, the inconsistency shall be resolved by the following order of precedence:

- Specifications
- Terms and Conditions
- General Provisions

45.0 IT ACCESSIBILITY PROGRAM

- 45.1 Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended in 1998, is a federal law that requires agencies to provide individuals with disabilities equal access to electronic information and data comparable to those who do not have disabilities, unless an undue burden would be imposed on the agency. The Section 508 standards are the technical requirements and criteria that are used to measure conformance within this law. More information on Section 508 and the technical standards can be found at www.section508.gov.
- 45.2 Section 508 requires agencies, during the procurement, development, maintenance, or use of ICT, to ensure that individuals with disabilities have access to and use of ICT information and data comparable to the access and use afforded to individuals without disabilities (i.e., "ICT accessibility"), unless an undue burden would be imposed on the agency. The Section 508 standards are the technical requirements and criteria that are used to measure conformance with the law and incorporate the W3C Web Content Accessibility Guidelines (WCAG) 2.1.

46.0 TECHNOLOGY-BASED INSTRUCTIONAL PRODUCTS

- 46.1 HCPS is committed to ensuring that digital technology (hardware, instructional software, online resources, and computer-based equipment) is accessible to individuals with disabilities. The Vendor guarantees that all digital tools supplied under this contract meet the accessibility requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1 Level AA and conform to the most recent Section 508 standards for information technology accessibility under the federal Rehabilitation Act of 1973. "Digital tool" is defined pursuant to Md. Code Ann., Educ., § 7-910.
- 46.2 All online platforms must conform to the guidelines for accessibility as set forth in the WCAG version 2.1 (minimum Level AA conformance). HCPS will only consider vendors whose products conform to these standards. Conformance to the specified standards can be documented through the submission of an up-to-date, complete, and accurate Accessibility Conformance Report (ACR). The ACR must address the leading ICT accessibility standards: Section 508 (U.S.), EN 301 549 (EU), and W3C/WAI WCAG. The ACR must include the latest version of the [Voluntary Product Accessibility Template](https://www.voluntaryproductaccessibility.com) (VPAT®), which can be obtained from the Information Technology Industry Council (ITI) website (<https://www.itic.org/>).

- 46.3 For digital tools, vendors are required to submit an accessibility conformance report that includes a Voluntary Product Accessibility Template for any invitation for bids, requests for proposals, procurement contracts, grants, or modifications to contracts or grants. The accessibility conformance report must explain how information and communication technology products, including software, electronic content, and support documentation, conform to the most recent ICT accessibility standards: Section 508 (U.S.), EN 301 549 (EU), and W3C/WAI WCAG. The instructions and the required forms can be found at the General Services Administration (GSA) Section 508 website at <https://www.section508.gov/sell/how-to-create-acr-with-vpat/>.

46.4 Vendor Notice of Equivalent Access Standards

In accordance with Md. Code Ann., Educ., § 7-910, “equivalent access” includes the ability to receive, use, and manipulate information and operate controls necessary to access and use information technology, including by nonvisual means, so that a student with disabilities can access the same services as a student without disabilities with substantially equivalent ease of use.

“Equivalent access” includes:

1. Keyboard controls used for input and synthesized speech;
2. Braille; and
3. Other audible or tactile means used for output.

“Nonvisual access” means the ability to receive, use, and manipulate information and operate controls necessary to access information and communications technology through keyboard controls, synthesized speech, braille, or other methods not requiring sight.

46.5 Accessibility Indemnification and Guarantees

- 46.5.1 The Vendor agrees to indemnify and hold harmless HCPS from any costs, expenses, liabilities, or obligations arising from accessibility-related issues involving the digital tools provided under this contract. This indemnification includes the defense of any legal action or proceedings alleging non-compliance with federal or State of Maryland accessibility laws and regulations and payment of any resulting liabilities. This clause will survive the termination of the contract.
- 46.5.2 Vendors failing to meet the equivalent access standards established under Subsection (a)(2) of Section 508 of the federal Rehabilitation Act of 1973 or WCAG 2.1 Level AA may face civil penalties set forth in Md. Code Ann., Educ., § 7-910.
- 46.5.3 For all technology based instructional products, online platforms, and digital tools, Vendors must maintain and improve their digital accessibility in compliance with evolving standards and best practices. Vendors will provide a listing of timelines for expected improvements to the programs. Vendors will establish a mechanism for users to report accessibility issues and ensure prompt resolution of reported problems.

46.6 Third-Party Technology

The Vendor acknowledges that supplying third-party technology does not exempt the Vendor from ensuring product compliance with this clause. The Vendor bears sole responsibility for determining the accessibility of such technology and must ensure that it can be edited or remediated as necessary to comply with accessibility standards.

47. FORCE MAJEURE

- 47.1 A party shall not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is beyond the reasonable control of a party, materially affects the performance of any of its obligations under this agreement and could not reasonably have been foreseen or provided against but will not be excused for failure or delay resulting from only general economic conditions or other general market effects.

Modular Classroom Buildings at
Church Creek and Prospect Mill Elementary Schools

- 47.2 The list of events to be included is a matter of negotiation between the parties. Such causes may include, but are not limited to, acts of God, nature or the public enemy, terrorism, invasion, insurrection, order of court, judge, or civil authority, strike, stoppage of labor, riot, and unusually severe weather, significant fires, floods, earthquakes, storms, epidemics, pandemics, quarantine restrictions, strikes, freight embargos, government regulation, or governmental authorities, and delays which are not caused by any act or omission.
- 47.3 If either party is delayed by force majeure, the time of contract completion may be extended by contract modification, for a period of time equal to that delay caused under this condition. HCPS may also consider requests for price increase for raw materials that are directly attributable to the cause of delay. HCPS reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against HCPS. Further, except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure as defined herein.

**Board of Education of Harford County, Maryland
Procurement Department
102 South Hickory Avenue, Third Floor, Suite 310
Bel Air, Maryland 21014**

**INSURANCE REQUIREMENTS
Construction General**

1. General Insurance Requirements

- 1.1 The Vendor shall not commence any supply, delivery or installation of any products or materials purchased by the Board of Education of Harford County (the Board) under this Contract until the Vendor has obtained at the Vendor's own expense all of the insurance as required hereunder and such insurance has been approved by the Board; nor shall the Vendor allow any Subcontractor to commence work on any subcontract until all insurance required of the Subcontractor has been so obtained and approved by the Vendor. Approval of insurance required of the Vendor will be granted only after submission to the Board of original certificates of insurance signed by authorized representatives of the insurers or, at the Board's request, certified copies of the required insurance policies.
- 1.2 Insurance as required hereunder shall be in force throughout the term of the Contract and, in accordance with 2.1.1.iii., for two years after final payment by the Board under this Contract. Original certificates signed by authorized representatives of the insurers or, at the Board's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Board throughout the term of the Contract and for two years after final payment by the Board under this Contract.
- 1.3 The Vendor shall require all Subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance, and workers compensation and employers liability insurance to the same extent required of the Vendor in 2.1.1, 2.1.2 and 2.1.3 unless any such requirement is expressly waived or amended by the Board in writing. If any Subcontractor is storing, transporting, and/or delivering the products or materials purchased by the Board under this Contract, the Vendor shall require such Subcontractor(s) to maintain during the term of the Contract transportation (cargo) insurance and employee dishonesty insurance to the same extent required of the Vendor in 3.1 and 3.2. The Vendor shall furnish Subcontractors' certificates of insurance to the Board immediately upon request.
- 1.4 All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until sixty (60) days prior written notice has been given to the Board.
- 1.5 No acceptance and/or approval of any insurance by the Board shall be construed as relieving or excusing the Vendor from any liability or obligation imposed upon the Vendor by the provisions of this Contract.
- 1.6 If the Vendor does not meet the insurance requirements of this Contract, the Vendor shall forward a written request to the Board for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Board denies the request, the Vendor must comply with the insurance requirements as specified in this Contract.
- 1.7 All required insurance coverages must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Board. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless Board grants specific approval for an exception. The Board hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the Injured Workers Insurance Fund of Maryland.

- 1.8 Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Vendor, and are subject to Board's written approval. Any deductible or retention amounts elected by the Vendor or imposed by the Vendor's insurer(s) shall be the sole responsibility of the Vendor.
- 1.9 Any and all return premiums and/or dividends for insurance or coverage directly charged to the Board by the Vendor in connection with this Contract shall belong to and be payable to the Board.
- 1.10 If the Board is damaged by the failure or neglect of the Vendor to purchase and maintain insurance as described and required herein, without so notifying the Board, then the Vendor shall bear all reasonable costs properly attributable thereto.

2. **Vendor's Liability Insurance**

- 2.1 The Vendor shall purchase and maintain the following insurance coverages at not less than the limits specified below or required by law, whichever is greater:

- 2.1.1 **Commercial general liability insurance** or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

\$1,000,000	Each Occurrence;
\$1,000,000	Personal and Adv Injury;
\$2,000,000	General Aggregate; and
\$2,000,000	Products/Completed Operations Aggregate

This insurance shall include coverage for all of the following:

- i. Liability arising from premises and operations;
- ii. Liability arising from the actions of independent contractors;
- iii. Liability arising from products and completed operations with such coverage to be maintained for two years after final payment by the Board under this Contract; and
- iv. Contractual liability protection for the Vendor from bodily injury and property damage claims arising out of liability assumed under this Contract.

- 2.1.2 **Business auto liability insurance** or its equivalent with a minimum limit of **\$1,000,000** per accident and including coverage for all of the following:

- i. Liability arising out of the ownership, maintenance or use of any auto (if no owned autos, then hired and non-owned autos only); and
- ii. Automobile contractual liability.

- 2.1.3 **Workers compensation insurance** or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

\$100,000	Each accident for bodily injury by accident;
\$100,000	Each employee for bodily injury by disease; and
\$500,000	Policy limit for bodily injury by disease.

- 2.1.4 **Umbrella excess liability or excess liability insurance** or its equivalent with minimum limits of:

\$5,000,000	Per occurrence;
\$5,000,000	Aggregate for other than products/completed operations and auto liability; and
\$5,000,000	Products/completed operations aggregate.

And including all of the following coverages on the applicable schedule of underlying insurance:

- i. Commercial general liability;
- ii. Business auto liability; and
- iii. Employers liability

- 2.1.5 **Contractors pollution liability insurance** or its equivalent for bodily injury, property damage, including loss of use, and clean -up costs on and off the Project site, with minimum limits of:

\$ 1,000,000 Each Pollution Incident; and
\$ 2,000,000 Annual Aggregate.

- 2.1.6 The Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers shall be named as additional insureds on the Vendor's commercial general liability insurance and umbrella excess or excess liability insurance policies, if any, with respect to liability arising out of the products and/or materials, their installation or delivery, or related services provided under this Contract by Vendor. Such coverage shall extend to cover the additional insured(s) for liability arising out of the following:

- i. On-going operations;
- ii. Board's general supervision of installation, delivery and/or other services as provided by the Vendor under this Contract; and
- iii. Products and completed operations.

The commercial general liability policy and the umbrella excess liability or excess liability policies, if required herein, must include additional insured language, which shall afford liability coverage for all of the exposures listed above in i., ii. and iii., as follows:

"The Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers are named as additional insureds on this commercial general liability insurance with respect to liability arising out of the services provided by the Named Insured under Contract:

(Enter specific identifying information such as project name, Board's contract number and/or date of contract)."

Special Notes: ISO form CG 2026 12/19 or its Equivalent, entitled "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization" (previously Forms A and B respectively) are **NOT ACCEPTABLE**. ISO form CG 2026 entitled "Additional Insured – Designated Person or Organization" **or** a manuscript endorsement with the above wording is required.

- 2.1.7 Insurance or self-insurance provided to the Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers under any Vendor's liability insurance or self-insurance required herein, including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from Vendor's liability insurance policies required herein.)
- 2.1.8 Insurance or self-insurance provided to the Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Board and its elected and appointed officials, officers, employees and authorized volunteers shall be excess of and non-contributory with insurance of self-

insurance provided to the Board and its elected and appointed officials, officers, employees and authorized volunteers as specified herein.

- 2.2 If any liability insurance purchased by the Vendor has been issued on a "claims made" basis, the Vendor must comply with the following additional conditions:
- i. The Vendor shall agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment by the Board under this Contract. Such certificates shall evidence a retroactive date no later than the inception date of this Contract; or
 - ii. The Vendor shall purchase an extended (minimum two years) reporting period endorsement for each such "claims made" policy in force as of the expiration or termination date 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. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the inception date of this Contract.

3. **Vendor's Property Insurance**

- 3.1 The Vendor (or Subcontractor) storing, transporting and/or delivering the products or materials purchase by the Board under this Contract shall purchase and maintain transportation (cargo) insurance on incoming goods in its care, custody or control, while such property is being loaded, is in transit, is being unloaded and until such time property is set at its final destination.

Such insurance shall value incoming goods in transit at the amount of the selling invoice plus prepaid or advanced freight charges. Property not under invoice shall be valued at the cost to repair or replace the lost or damaged incoming goods. Such insurance shall be written at per conveyance and per occurrence limits equal to or in excess of the total selling price value of the largest shipment of incoming goods purchased under this Contract or at other limits acceptable to the Board.

- 3.2 The Vendor (or Subcontractor) storing, transporting and/or delivering the products or materials purchased by the Board under this Contract shall purchase and maintain blanket employee dishonesty insurance, which shall pay for loss of the products or materials purchased by the Board under this Contract when caused by the dishonest acts of the Vendor's (or subcontractor's) employees, at a limit equal to or in excess of the total selling price value of the largest shipment of incoming goods purchased under this Contract or at another limit acceptable to the Board.
- 3.3 The Vendor (or Subcontractor) storing, transporting and/or delivering the products or materials purchased by the Board under this Contract shall be responsible for payment of any deductibles applicable under this transportation insurance, employee dishonesty insurance or other property insurance applicable to the incoming goods.

4. **Indemnification**

To the fullest extent permitted by law, Vendor agrees to defend, indemnify, pay on behalf of and save harmless the Board of Education of Harford County, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including attorneys' fees and all other costs connected therewith, arising out of or connected to the supply, delivery or installation of any products or materials provided by Vendor under this Contract.

5. **Waiver of Subrogation**

To the fullest extent permitted by law, the Vendor and its invitees, employees, officials, volunteers, agents and representatives waive any right of recovery against the Board of Education of Harford County for any and all claims, liability, loss, damage, costs or expense (including attorneys' fees) arising out of the supply,

delivery or installation of any products or materials provided by Vendor under this Contract. Vendor specifically waives any right of recovery against the Board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered while working on behalf of the Board as an independent contractor. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Vendor shall advise its insurers of the foregoing.

6. **Acknowledgment of Vendor's Independent Contractor Status and no Coverage For Vendor Under Board's Workers Compensation Coverage**

Vendor hereby acknowledges its status as an independent contractor while supplying, delivering or installing products or materials on behalf of the Board and that the Board's workers compensation coverage or self-insurance is not intended to and will not respond to cover any medical or indemnity loss arising out of injury to the Vendor or its employees during the Vendor's provision of goods or services to the Board. To the fullest extent permitted by law, the Vendor specifically waives any right of recovery against the Board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered during the Vendor's provision of goods or services as an independent contractor for the Board. Such waiver shall apply regardless of the cause of original of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Vendor shall advise its insurers of the foregoing.

7. **Damage To Property of The Vendor And Its Invitees**

To the fullest extent permitted by law, the Vendor shall be solely responsible for any loss or damage to property of the Vendor or its invitees, employees, officials, volunteers, agents and representatives while such property is on, at or adjacent to the premises of the Board.

HARFORD COUNTY PUBLIC SCHOOLS
102 South Hickory Avenue
Bel Air, MD 21014

BID SPECIFICATIONS

BID #25-JHP-014

Modular Classroom Buildings at
Church Creek and Prospect Mill Elementary Schools

1. INTENT

- 1.1 These specifications in addition to and/or in place of similar paragraphs in the Board of Education of Harford County (hereafter referred to as Harford County Public Schools or HCPS), Instruction to Bidders, are intended to furnish all necessary permits, labor, equipment, materials, supervision, tools, services, and all related incidentals required to furnish, deliver, install, and inspect modular classrooms for the following schools:
 - 1.1.1 Church Creek Elementary School – one (1) unit
4299 Church Creek Road
Belcamp, MD 21017
 - 1.1.2 Prospect Mill Elementary School - one (1) unit
101 Prospect Mill Road
Bel Air, MD 21015
- 1.2 The purpose of this solicitation is to award a contract for the purchase of two (2) new modular classroom buildings to include delivery, installation, and inspection as outlined in the Scope of Work.
- 1.3 It is the intent of these specifications to provide prospective bidders with complete information relative to the total performance of any resulting Contract. Bidders are obligated to read and understand all parts of this Invitation for Bid and to obtain clarification of any part not thoroughly understood.
- 1.4 The contract resulting from this solicitation will be coordinated through the Planning and Construction Department.

2. SCOPE OF WORK

- 2.1 Furnish, deliver, install, and inspect two (2) new singular portable classrooms at two (2) different elementary schools.
- 2.2 The Awarded Bidder shall supply, deliver, and set the new units per the attached Design Standards.
- 2.3 The Awarded Bidder shall work with HCPS, the HCPS On-Call Electrical Contractor, the HCPS Design Team, the Authorities Having Jurisdiction (AHJ), and respective permitting departments.
- 2.4 The Awarded Bidder shall coordinate all work with the HCPS on-electrical contractor.
- 2.5 The Awarded Bidder shall supply, deliver, and install all decks, ramps, and asphalt/concrete tie-ins per the ADA.
- 2.6 Shop drawings to be prepared for final design approval. PE stamped Modular and foundation designs.

- 2.7 See attached maps for the proposed approximate locations of the modular classroom(s) at each site.
- 2.8 All work shall be approved by HCPS Planning and Construction Department. HCPS reserves the right of final approval for any work at the time of job completion. If the work is not acceptable, the Awarded Bidder will be called in to review and correct all problem areas without additional cost to HCPS. Any work necessary will be performed in accordance with a schedule jointly agreed upon. Failure of the Awarded Bidder to correct deficiencies, in a timely manner, may result in HCPS contracting with another vendor to correct deficiencies. The Awarded Bidder may then be responsible for the associated cost(s).

3. **SITE INSPECTION**

- 3.1 Contact Brittany Mattlin, Planning and Construction, at 410-638-4090 or by e-mail at Brittany.Mattlin@hcps.org to schedule a site visit. Times to visit a site are to be when students are not in the building, which can be before or after school hours.
- 3.2 Offerors are responsible for site visitation and confirmation measurements and existing conditions.
- 3.3 Failure to become familiar with the site will not relieve a successful offeror of their obligation to furnish all materials, labor, and services necessary to carry out the provisions of the specifications herein.
- 3.4 The Offeror shall be responsible for total requirements and must submit their quote based on the specifications, ready for its intended use.

4. **GENERAL INFORMATION**

- 4.1 It may be necessary for part of the work to be done during the regular school year. Proper identification is a necessity at all times. Safety and security for students and staff is a priority.
 - 4.1.1 Contractors and visitors must report to the main office, present photo employee identification, and sign in/out when going to a school location or building, whether the work is to be done inside or outside. School-assigned visitor badges must be worn at all times.
 - 4.1.2 All contractor employees shall prominently display the name of their company on a shirt, hat, etc.
- 4.2 It will be necessary for the Contractor to coordinate with the Project Manager, Harry Miller of the Planning and Construction Department, to set up a schedule of work during the entire course of the job, so as not to interfere with the normal operation of the school.
- 4.3 All passageways and means of egress must be kept open during school hours except where special permission is granted.
- 4.4 Work Hours
 - 4.4.1 Normal work hours during the school year are from 7:00 am until 4:00 pm, local time, Monday through Friday, except holidays.
 - 4.4.2 Summer work hours are from 7:00 am until 5:00 pm, local time, Monday through Thursday, during the school system's four (4), 10-hour days, except holidays.

5. **SPECIFIC CONDITIONS**

- 5.1 It is the sole responsibility of the Bidder to call to the attention of Jennifer Horner at Jennifer.Horner@hcps.org, of any discrepancies in specifications, **IN WRITING**, at least **FIVE (5)**

working days **PRIOR TO THE OPENING OF THE BID**. Any errors, omissions or incompatibilities noted after the bid opening shall be the Bidder's responsibility and shall in no way release them from performing all work in accordance with good practices and in accordance with the true meaning and intent of the Scope of Work and the Specifications for this project.

- 5.2 No bid will be considered from any person, firm or corporation who has defaulted in the performance of any contract or agreement made with Harford County Public Schools, or conclusively shown to have failed to perform, or complete on time, a contract(s) or project(s) of similar nature. HCPS will consider past performance, i.e. the quality of services of bidders who have previously contracted with HCPS for similar services.
- 5.3 The Awarded Bidder shall, without additional cost to Harford County Public Schools, be responsible for obtaining all necessary licenses and permits. The Awarded Bidder shall comply with all **FEDERAL, STATE, AND LOCAL LAWS, CODES AND REGULATIONS** in connection with the performance of the work. Licenses and permits shall apply to the Contract throughout and shall be deemed to be included in the Contract the same as through herein written out in full.
- 5.4 All work is to be handled in complete compliance with OSHA and MOSHA requirements. Every effort is to be made to ensure the safety of all individuals during work, as well as, during operation.
- 5.5 Awarded Bidder(s) shall assume full responsibility and liability for protection of workers and persons occupying areas adjacent to the delivery and pick-up sites, except and unless damage, loss, injury or illness is caused by the negligence or tortious misconduct of HCPS employees.
- 5.6 Awarded Bidder(s) shall have available, copies of all applicable codes, regulations, standards, documents and this specification.
- 5.7 Where conflicts among the requirements of the codes, regulations, standards, documents and this specification exist, the most stringent requirement shall be utilized by the Awarded Bidder(s).
- 5.8 All work shall be performed in a neat, workmanlike manner in full compliance with standards acceptable to the trade. Adequate precautions shall be taken for the safety of personnel and for prevention of damage or defacing of any portion of the building or property.
- 5.9 The Contractor shall be responsible for their work until its completion and final acceptance.
- 5.10 Storage of any tools, equipment or materials incidental to the performance of the Contract must be coordinated with the Project Manager in the HCPS Planning and Construction Department and will be at the Contractor's risk. **NO TOOLS, EQUIPMENT OR MATERIALS MAY BE STORED IN THE SCHOOL.** The Contractor shall repair or replace any of the same, which may be damaged, lost or stolen without additional cost to HCPS.
- 5.11 All materials furnished in carrying out this contract shall be of the quality required by the specifications. Any unsatisfactory or damaged materials furnished shall be removed and satisfactorily replaced by the Contractor when notified in writing to do so by Harford County Public Schools. If the Contractor shall neglect or refuse to remove such unsatisfactory or damaged materials within a reasonable amount of time after the serving of the above-mentioned notice, Harford County Public Schools may remove said materials, or cause the same to be removed. And satisfactorily replaced by contract, or otherwise, as may be considered expedient, and the expense thereof shall be charged to the Contractor and such expense so charged shall be deducted from any money due or to become due under the Contract. No such rejected material shall be again offered for use on any contract with Harford County Public Schools.
- 5.12 All hazardous waste will be identified as defined by Federal, State and Local laws, regulations and guidelines currently in effect. Additionally, all hazardous waste resulting from work at this site under these specifications must be removed and properly disposed of in accordance with all applicable Federal, State and Local laws, guidelines and regulations.

- 5.13 The documents contained within this Invitation for Bid, constitutes the only terms and conditions agreed upon between HCPS and the Awarded Bidder. Modifications, alterations, changes, or amendments must be agreed upon in writing and signed by both parties.
- 5.14 Any and all exceptions to the bid documents must be clearly noted at the time of bid submission and included under a separate submission labeled "Exceptions". Exceptions may deem the bid non-responsive.
- 5.15 Bidders providing incomplete or inaccurate information to HCPS are subject to immediate termination of the contract or rejection of their bid as non-responsive.
- 5.16 Bidders are solely responsible for their expenses, if any, in preparing a response to this Invitation for Bid.

6. **FORM OF PROPOSAL**

- 6.1 All pricing must be submitted on the Bid Form; all blank spaces shall be filled in and properly signed.
- 6.2 Due to possible changes and/or additions to the solicitation package, HCPS requests that bidders delay submission of their bid package until after the date that questions are due, to allow time for the possible issuance of an addendum. All changes will be processed through appropriate addenda.

7. **AWARD**

- 7.1 HCPS intends to make award to the lowest responsive and responsible offeror meeting all specifications.
- 7.2 HCPS reserves the right to award by line item or in total or make no award. HCPS is not obligated, but reserves the right, to award to one or more responsive and responsible bidder(s) offering the lowest pricing and is deemed to be in the best interest of HCPS.
- 7.3 HCPS may reject any bid which contains omissions, altered forms, additions, or imposes conditions or offers alternate items. HCPS may make any award which is deemed in the best interest of Harford County Public Schools or make no award at all, at its sole discretion.
- 7.4 Harford County Public Schools reserves the right to accept or reject any or all bids and to waive any informalities in bids received whenever such rejection or waiver is in the best interest of HCPS.
- 7.5 Conditional or unbalanced bids will not be accepted and may be deemed non-responsive.
- 7.6 HCPS reserves the right to reject any bid if the evidence submitted by a bidder, or from the investigation of such bidder, fails to satisfy HCPS that such bidder is qualified to fulfil the obligations of the contract.
- 7.7 HCPS does not guarantee that all or any work will be done and reserves the right to reject all bids and to re-bid at its sole discretion.
- 7.8 Submission of a proposal, in response to this request, shall mean that the Offeror can complete all work "as specified" within the specified time frame.

8. **PROJECT TIMELINE**

The Awarded Bidder will need to coordinate with the HCPS Project Manager, but all buildings need Use and Occupancy approval, which requires all work done by the on-call electrician and all permits signed off by **August 1, 2025**.

9. **DISCOUNTS**

It shall be the responsibility of the Awarded Bidder to provide notification of any promotional allowances, volume incentives, and/or rebates. The Awarded Bidder(s) shall also provide any necessary forms and documentation needed to redeem such discounts.

10. **BILLING AND PAYMENT**

10.1 Harford County Public Schools will issue a Purchase Order for work to be completed listed on the Bid Form.

10.2 Invoices must be submitted to the Accounts Payable Department via email to APInvoice@hcps.org, referencing the Contract and Purchase Order number.

10.3 Awarded Bidder must accept payment by PCard, conventional check, or other electronic means at HCPS' option.

10.4 Standard HCPS payment terms are net thirty (30) days, after receipt of an approved invoice.

11. **GUARANTEE/WARRANTY**

11.1 From the date of acceptance of the items delivered, the Contractor shall unconditionally guarantee the materials of all equipment furnished by them, for a minimum period of two (2) year or throughout the manufacturer's warranty period, whichever is longer.

11.2 If within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of Harford County Public Schools are due to faulty design, upon notification, the Contractor, at his expense, shall repair and/or adjust the equipment or parts to correct the conditions, or he shall replace the part or entire unit to the complete satisfaction of HCPS. These repairs, replacements, or adjustments shall be made only at such times as designated by the authorized representative of HCPS and least detrimental to the school's program.

11.3 All warranties, expressed or implied, shall survive delivery, inspection, acceptance, and payment.

12. **TAXES AND PERMITS**

12.1 Sales to the State of Maryland or any of its political subdivisions are exempt from retail sales tax. However, contractors or builders purchasing tangible personal property in the performance of their contract for the construction, repair or alteration of real property for the State of Maryland or any of its political subdivisions are not tax exempt.

12.2 Awarded Bidder(s) shall obtain and pay for any permits required and provide a copy to HCPS as well as post a copy on site.

13. **LIQUIDATED DAMAGES**

13.1 A clause will be inserted in the Contract between the Owner and Contractor to the effect that, from the compensation otherwise to be paid, the Owner may retain the sum of **Five Hundred Dollars (\$500.00)** for each calendar day of delay beyond the Substantial and/or Final Completion Dates stipulated in the Contract for occupancy and use.

13.2 The time in which the Contractor agrees to complete the Work is of the essence to the Contract and failure to complete within the Contract Time specified will entitle the Owner to, and he will, deduct and retain out of monies which may be due the Contractor under the Contract, the sum stated above and in the proposal from for each calendar day, in excess of the time stated, including Sundays and legal holidays. The sum shall not be considered as a penalty, but as a sum mutually agreed upon as the ascertained damages suffered by the Owner because of the delay, official

starting date being 5 days after the Building Permit has been issued, or 5 days after issuance of the Notice to Proceed, whichever is later.

- 13.3 Requests for extension of the Contract Time due to strikes, lack of materials or any condition over which the Contractor has no control will be reviewed by the Owner after written application is made for a time extension to the Architect. Any request for an extension of Contract Time is to be made immediately upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and detailed proof given for such delays beyond Contractor's control, these to be made in writing to the Architect. In establishing the time of construction completion, the weather conditions as no request for an extension of time due to weather conditions will be considered unless accompanied by Weather Bureau documentary evidence showing by comparison that such weather is abnormal to any of the past five years.
- 13.4 Liquidated Damages will be applicable independently per site.
- 13.5 Notwithstanding the use of liquidated damages, the Owner reserves the right to terminate the Contract and exercise all other rights and remedies provided in the Contract or by law.

14. **PROTECTION OF WORK AND PROPERTY**

- 14.1 The Awarded Bidder will be held responsible for any and all damage to Harford County Public Schools property done or caused by the Awarded Bidder or other personnel engaged in the execution of this contract. They shall be similarly responsible for all injury to any person that occurs as a result of their actions or negligence. They shall take proper safety and health precautions to protect the work, the workers, the public and the property of others. The Awarded Bidder shall also be responsible for any and all damage to adjacent property incurred in the performance of the Contract and hold Harford County Public Schools free from any and all claims for damages arising from the execution of the work.
- 14.2 HCPS will occupy the site and existing building during the entire work period. The Awarded Bidder shall cooperate with HCPS during the work to minimize conflicts and facilitate HCPS usage. To the satisfaction of the school, the Awarded Bidder is to move and/or protect all school equipment, furnishings and occupied areas from work-related debris and noise. The Awarded Bidder shall perform the work so as not to interfere with HCPS operations. The Awarded Contractor is aware that this work shall be performed on school grounds, where students, staff and parents will be present and is responsible for maintaining a safe clean worksite.
- 14.3 Limit use of premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.
- 14.4 Keep driveways and entrances serving the premises clear and available to HCPS, HCPS's employees and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
- 14.5 The Awarded Bidder shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or work, and at the completion of the Work, all trash will be removed from and about the work site and all tools, scaffolding and surplus materials shall leave the area clean and neat unless more exactly specified. In case of disputes, HCPS may remove trash, rubbish, etc. and charge the cost to the Contractor.
- 14.6 The Awarded Bidder shall protect all HCPS property, materials, equipment, improvements, utilities, structures, and vegetation at all times during the course of this contract. Any property or incidentals damaged during the course of this contract shall be repaired or replaced by Awarded Contractor to the satisfaction of HCPS.
- 14.7 Deliveries of equipment and other materials must be done with the Awarded Bidder present and stored on site as indicated by the Facilities Department.

15. **PROFESSIONALISM**

- 15.1 HCPS requires all work to be completed utilizing "Professional Workmanship". HCPS shall monitor and examine the services provided and shall only accept "Professional Workmanship". The following shall be considered some reasons for immediate termination of a company.
- 15.1.1 Failure of the Awarded Bidder to have the required materials and equipment with them to execute a project without undue delay to leave the project and pick-up supplies or equipment. HCPS reserves the right to bring in any other contractor in order to complete work that is not complete in a timely fashion.
- 15.1.2 Failure of the Awarded Bidder to utilize qualified personnel to do the work for HCPS. The individuals doing the work at HCPS shall:
- 15.1.2.1 be properly trained and experienced to perform services as specified.
- 15.1.2.2 refrain from any comments or gestures to the students and/or staff; and refrain from making any comments and/or gestures to fellow workers that could be interpreted as inappropriate and/or obscene.
- 15.1.2.3 be dressed appropriately to work in a "school environment" with student, teacher, staff, and parents present. The employee shall prominently display the name of their company on a shirt or hat.
- 15.1.2.4 abide by the HCPS no smoking policy. HCPS maintains a Tobacco-Free environment. Furthermore, HCPS policy prohibits gambling, alcohol, drugs and obscene or abusive language.
- 15.2 Immediate termination of a company for not providing "Professional Workmanship" as determined by HCPS, using criteria determined by HCPS and not necessarily industry standards, shall result in:
- 15.2.1 Awarded Bidder being paid for all work completed to date. Any monies required to complete the repairs or installations in progress shall be deducted from those owed, prior to final payment. In the event the monies due exceed the amount HCPS owes that Awarded Bidder, the monies required to complete services in progress shall be owed HCPS by that Awarded Bidder.

16. **SUBCONTRACTORS**

- 16.1 All subcontractors, prior to their use by the Awarded Bidder in any HCPS facility, must be approved by HCPS. **Awarded Bidder shall submit with their bid a list of subcontractors that they will employ and utilize for HCPS work.** The responsibility for updating this list is the Awarded Bidder and utilization of a HCPS non-approved subcontractor is grounds for suspension or termination. This is in addition to any special provisions, which may apply as a result of MBE/WBE requirements, which may become part of this solicitation.
- 16.2 The Awarded Bidder shall give their constant personal attention to the faithful execution of this contract, shall keep the same under their own control, and shall not assign by power of attorney or otherwise, the work or any part thereof. The Awarded Bidder shall provide the name of the Subcontractor(s) they intend employing, the portion of the materials/labor to be furnished, their place of business, and such other information as requested by the Bid Specifications and/or HCPS. The information may be used in considering the potential performance capabilities of the Subcontractor(s).

17. **QUALIFICATION OF BIDDER**

- 17.1 All bidders must be considered in "Good Standing" (all fees, taxes, and penalties owed to Maryland are paid). Visit the following website to ensure compliance: <https://egov.maryland.gov/BusinessExpress/EntitySearch> (HCPS bears no responsibility for accuracy, legality or content of the external site or for that of subsequent links. Contact the external site for answers to questions regarding its content). Any bidder not considered in "Good Standing" may be deemed non-responsible.
- 17.2 All bidders must not have any "Exclusions" (bidder cannot be debarred or suspended). If the indicator box is "green" and states "Entity" this vendor is not suspended or debarred. If a bidder's name does not appear after searching, the bidder does not have an "Exclusion". Visit the following website to ensure compliance: <https://sam.gov/SAM/pages/public/index.jsf> (HCPS bears no responsibility for accuracy, legality or content of the external site or for that of subsequent links. Contact the external site for answers to questions regarding its content). If the indicator box is "purple" and states "Exclusion" the bidder may be deemed non-responsible.
- 17.3 Bidders shall furnish to HCPS any requested information and data/documentation. HCPS reserves the right to reject any bid if the information or documentation submitted by the bidder or investigation of such bidder fails to satisfy HCPS that such bidder is properly qualified to carry out the obligations of the Contract and to complete all requirements contemplated therein.
- 17.4 Bidders shall complete and return with their bid the "Reference Form" included in this solicitation (see Bid Form – Reference Form). Bidders shall have a minimum of three (3) references completed from clients of similar size and needs, within the past three (3) years. Business Name, contact name, type of work performed, e-mail addresses and phone numbers are required. Failure to submit relevant references may deem bidder as non-responsible.
- 17.4.1 The references listed will be checked by HCPS. All references must include a contact person who can comment on your organization's ability to provide this service and their impression of how well your organization fulfilled its obligations under the contract. It is imperative that contact names and information be accurate. HCPS reserves the right to request additional references.
- 17.4.2 HCPS will not be responsible for errors, non-working phone numbers, inaccurate email addresses or persons no longer employed with the firm or do not respond.

18. **CONTRACTOR RESPONSIBILITY**

- 18.1 The plans and specifications are intended to cover a complete project. It shall be distinctly understood that failure to mention any work which normally would be required to complete the project shall not relieve the Awarded Bidder of their responsibility to perform such work without extra payment.
- 18.2 The Awarded Bidder shall perform site visits to verify scope of the work with the Owner before ordering any materials or doing any work. No extra charge or compensation will be considered for any construction performed prior to this verification.
- 18.3 Note that the Awarded Bidder is responsible for all measurements. Errors and omissions will be the Awarded Bidder's responsibility.
- 18.4 The Owner has the right to inspect the site and perform testing of work and construction materials. The Awarded Bidder shall assist the Owner in performing such inspections.

19. **PROCUREMENT ADMINISTRATOR**

Jennifer Horner, Supervisor of Procurement, will administer the solicitation process. The Procurement

25-JHP-014
Modular Classroom Buildings at
Church Creek and Prospect Mill Elementary Schools

Administrator will be the sole point of contact for the purposes of this bid. Questions and inquiries should be e-mailed to the Procurement Administrator: Jennifer Horner, at Jennifer.Horner@hcps.org.

All questions must be e-mailed and received no later than 2:30 pm local time **October 16, 2024**. Questions will not be accepted by phone.

Questions that are deemed to be substantive in nature will be answered in writing, with both the question(s) and answer(s) being addressed in the form of an Addendum and posted on our website on or before **October 18, 2024** at www.hcps.org as well as eMaryland Marketplace Advantage.

25-JHP-014
Modular Classroom Buildings at
Church Creek and Prospect Mill Elementary Schools

HARFORD COUNTY PUBLIC SCHOOLS
102 South Hickory Avenue
Bel Air, MD 21014

CONTRACT SAMPLE

BID #25-JHP-014
Modular Classroom Buildings at Church Creek and Prospect Mill Elementary School

THIS AGREEMENT, made this _____ day of _____, 2024, by and between the Board of Education of Harford County, acting herein through its Superintendent, hereafter called "Owner" and _____, a corporation located at _____, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR, hereby agrees with the OWNER to commence and to furnish and deliver in accordance with the accompanying specifications, for the prices listed on the Bid Form.

The Awarded Bidder will need to coordinate with the HCPS Project Manager, but all buildings need Use and Occupancy approval, which requires all work done by the on-call electrician and all permits signed off by **August 1, 2025**.

Hereinafter called the contract, in the amount of _____ provided, and all related work in connection therewith, under the terms as stated in the General and Special Conditions of the Bid Document and all related documents; and at their own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in **Bid #25-JHP-014**, and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by the Board of Education of Harford County, and as enumerated in the General Conditions, all of which are made a part hereof and collectively evidence and constitute the Contract.

I/WE certify that this bid is made without any previous understanding, agreement, or connection with any other person, firm, or corporation making a bid for the same supplies, and, in all respects, is fair and without collusion or fraud.

In compliance with the above and subject to all terms and conditions thereof, the undersigned offers and agrees, if the bid be awarded, to furnish items at the prices indicated within the time specified.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in two (2) counterparts, each of which shall be deemed an original.

Seal in Signature

Board of Education of Harford County

Board of Education of Harford County
Witness

Sean W. Bulson, Ed.D., Superintendent of Schools

Date

Board of Education of Harford County – Board President
(if over \$100k)

Seal in Signature

Company Name

Authorized Contractor Signature

Street Address

Contractor Witness

City, State, Zip

Company Name

**HARFORD COUNTY PUBLIC SCHOOLS
102 SOUTH HICKORY AVENUE
BEL AIR, MD 21014**

CHECK LIST

BID #25-JHP-014

**Modular Classroom Buildings at
Church Creek and Prospect Mill Elementary Schools**

- ☐ Signed and included all Addenda (if applicable)
- ☐ Reviewed Insurance Requirements and will comply with the coverage limits listed (include sample)
- ☐ Provided a list of subcontractors (Section 16.1)
- ☐ Completed and Submitted Bid Form
- ☐ Completed and Submitted Reference Form
- ☐ Signed and included State of Maryland Anti-Bribery
- ☐ Signed and included Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- ☐ Signed and included Employment of Sex Offenders and Other Criminal Offenders Affidavit

Items that are in bold and indicated with an (*) above must be submitted in proper form and content at the time of bid opening or the bid may be deemed non-responsive.

Acknowledgement of Addenda (if applicable)
I/We acknowledge receipt of the following Addenda:

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____

Company Name

**HARFORD COUNTY PUBLIC SCHOOLS
102 SOUTH HICKORY AVENUE
BEL AIR, MD 21014**

BID FORM

BID #25-JHP-014

**Modular Classroom Buildings at
Church Creek and Prospect Mill Elementary Schools**

In compliance with the Invitation for Bid, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish all necessary permits, labor, equipment, materials, supervision, tools, insurance, services, and all related incidentals required to furnish, deliver, install, and inspect modular classrooms at Church Creek and Prospect Mill Elementary Schools, in full compliance with the accompanying specifications in accordance with the price listed below.

Item	Description	Quantity	Unit Price	Total Amount (Qty x Unit Price)
1	Price for Delivery, Installation, and Inspection of a Single Modular Classroom Building at Church Creek Elementary School	1	\$	\$
	Estimated Lead Time			
2	Price for Delivery, Installation, and Inspection of a Single Modular Classroom Building at Prospect Mill Elementary School	1	\$	\$
	Estimated Lead Time			
Basis of Award (Add Items #1 - #2)				\$

ADDITIONAL INFORMATION:

Contract Contact/Sales Rep Name:	
Phone Number:	
E-Mail Address:	

Company Name

FORM OF PAYMENT (mark those you will accept)*:

	Do you accept credit card?	
Is there a fee for using a credit card?		
If yes, what is the fee amount?		
	ACH Payment	
	Conventional Check	

***NOTE:** Must request changes to payment method or bank information in writing.

ANY EXCEPTIONS TO THE SPECIFICATIONS MUST BE CLEARLY INDICATED.

ANY ALTERATIONS ON THE PROPOSED COST DATA ON THE BID FORM MUST BE INITIALED IN SCRIPT, IN INK, BY THE PERSON SIGNING THE BID.

COMPANY

NAME (TYPE OR PRINT)

ADDRESS

TITLE

CITY, STATE and ZIP

AUTHORIZED REPRESENTATIVE SIGNATURE

TELEPHONE

DATE

FEDERAL TAX ID NUMBER

E-MAIL ADDRESS

Company Name

**HARFORD COUNTY PUBLIC SCHOOLS
102 SOUTH HICKORY AVENUE
BEL AIR, MD 21014**

REFERENCE FORM

BID #25-JHP-014

**Modular Classroom Buildings at
Church Creek and Prospect Mill Elementary Schools**

List at least three (3) projects/contracts of similar size and scope within the past three (3) years. Attach additional pages if necessary. **Please type or print clearly.**

	Reference 1	Reference 2	Reference 3
Name of Organization			
Address			
Description of Project or Services Provided			
Dollar Amount			
Contact Person			
Phone Number			
Email Address			

HARFORD COUNTY PUBLIC SCHOOLS

Sean W. Bulson, Ed.D., Superintendent

102 S. Hickory Ave, Bel Air, Maryland 21014

STATE OF MARYLAND ANTI-BRIBERY AFFIDAVIT

I HEREBY CERTIFY that:

1. I am the _____ and the duly authorized representative of the firm of _____ whose address is _____ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.
2. Except as described in paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any 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 committed, which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Section 9-201 in the Criminal Law Article of the Annotated Code of Maryland or under the laws of any state or federal government.
3. (State "none" or, as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the date; court, official, or administrative body; and the sentence or disposition, if any.

I acknowledge that this affidavit is to be furnished to the requesting agency, and where appropriate, to the Board of Public Works and the Attorney General under §16-202, S.F. of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, Harford County Public Schools may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with §16-203, S.F. 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.

Signature

Witness

Date

HARFORD COUNTY PUBLIC SCHOOLS

Sean W. Bulson, Ed.D., Superintendent

102 S. Hickory Ave, Bel Air, Maryland 21014

**CERTIFICATION REGARDING U.S. GOVERNMENT
DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR, part 85, Section 85.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

- (1) The prospective participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Agency/Organization Representative

Signature

Date

Agency/Organization

*Above certification instituted by the U. S. Department of Education for all grantees and subgrantees as of fiscal year 1990.

HARFORD COUNTY PUBLIC SCHOOLS

EMPLOYMENT OF SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS AFFIDAVIT

I AFFIRM THAT:

I am aware of, and the business listed below will comply with, the following requirements of Section §11-722 of the Criminal Procedure Article, and Section §6-113 of the Education Article, Annotated Code of Maryland:

- A. Maryland Law requires sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work, or attend school. An HCPS contractor agrees and acknowledges that it/he/she is prohibited from knowingly employing an individual to work at a school if the individual is registered as a sex offender pursuant to Section §11-704 of the Criminal Procedures Article of Maryland Code.
- B. An HCPS contractor or subcontractor may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of:
 - 1) Section §3-307 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Third Degree*;
 - 2) Section §3-308 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Fourth Degree*;
 - 3) An offense under the laws of another state that would constitute a violation of Sections §3-307 or §3-308 of the Criminal Law Article if committed in Maryland;
 - 4) Child sexual abuse under Section §3-602 of the Criminal Law Article, Annotated Code of Maryland;
 - 5) An offense under the laws of another state that would constitute child sexual abuse under Section §3-602 of the Criminal Law Article if committed in Maryland;
 - 6) A crime of violence as defined in Section §14-101 of the Criminal Law Article, Annotated Code of Maryland; or
 - 7) An offense under the laws of another state that would constitute a crime of violence under Section §14-101 of the Criminal Law Article if committed in Maryland.
 - 8) Contractors shall comply with the requirements of House Bill 486 passed by the General Assembly in 2019, regarding screening of applicants for employment.
 - a. Effective July 1, 2019
 - b. MSDE Guidance for House Bill 486 – Child Sexual and Sexual Misconduct Prevention) can be found online at www.marylandpublicschools.org.
 - c. Submission of Section 000325 Contract Affidavit (HB 486/SB 541 Compliance) is required to be submitted prior to award of contract.

See Section §6-113 of the Education Article, Annotated Code of Maryland

Violations of any of these provisions may result in Termination for Cause.

I AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____ (printed name of Authorized Representative and affiant)

_____ (signature of Authorized Representative and affiant)

_____ (Company Name)

HARFORD COUNTY PUBLIC SCHOOLS
Single Classroom Portable Specifications
August 2024

UNIT/MODEL DESCRIPTION

<u>Unit Type:</u>	Double Wide
<u>Dimensions:</u>	Nominal size of 24' x 36' consisting of two (2) modules, each measuring 11' 8" x 36'.
<u>Location:</u>	Delivered and installed in at various locations in Harford County, Maryland.

CODES

<u>Compliance:</u>	Must adhere to all applicable local codes.
<u>Construction Code:</u>	IBC, Type VB Construction.
<u>Occupancy Classification:</u>	Educational.
<u>State Certification:</u>	Maryland State Labels required.

STATE CODES

<u>Compliance:</u>	IBC coded; ADA compliant.
<u>State Approval:</u>	Maryland State approval required.
<u>Seals:</u>	Third-party and MBI seals required.

CABINETS

Closet

Shelving: Wood shelving, 16" deep, full width, at 60" AFF.

Closet

Accessories: Coat hooks, 30 each, on solid wood back board.

Tack Boards: Two (2) 4' x 4' standard cork tack boards with aluminum frame.

Marker

Boards: One (1) 4' x 8' porcelain magnetic whiteboard with aluminum frame; one (1) 4' x 12' porcelain magnetic marker board with aluminum, 1-piece.

Fire

Extinguisher: 5 lb. extinguisher in a cabinet with non-locking, radially operable door, no break glass required for access.

CEILING

Ceiling

Height: Finished height of 8' 0" AFF (Above Finished Floor).

Grid System: 2' x 4' T-grid.

Ceiling Tiles: 2' x 4' Armstrong Fine Fissure II. (942B)

DECKS AND RAMPS

Compliance: All ramps, stairs, decks, and paving must meet ADA and Building Code requirements.

Re-Grading: Contractor to re-grade as necessary to accommodate ADA compliance and promote stormwater movement for decks, ramps, and sidewalks. Site grading must be able to have grass established and able to be mowed.

Landings: Flat level landings, minimum 5' x 5', at stairs and ramps, constructed with 4" stone base and 4" poured concrete, per code.

DECKS AND RAMPS(cont.)

Walkways: 4" stone base with 4" asphalt walk surface, connect/extend path to building.

Construction

Materials: Aluminum stairs, ramps, guardrails, handrails, etc. All drilled holes in the manufactured material must be filled with hardware or plugged. All field cut edges must be eased to alleviate rough edges.

Footings: Decks and ramps to be mounted on concrete footings.

ELECTRICAL

Panel: 100 Amp single-phase interior panel box (Locking). All circuits must be labeled, and the panel must include a schedule, not hand written.

Lighting: LED T-grid with 2 LED light strips. All of the interior lights in the classroom must be operable from a switch at each door.

Sensors: (2) Occupancy sensors with wall switch.

Exterior

Lighting: Vandal-resistant LED wall pack at each exterior door, operated by a daylight sensor.

Emergency

Lighting: Emergency exit light with remote head at each exterior door.

Exterior

Junction Box: 2" x 4" blank J-box with 3/4" EMT stub at 16" AFF, with pull strings.

Interior

Junction Box: Above ceiling junction boxes for the separation of each electric circuit and low voltage system at the mate line. High and Low voltage data, to include teacher drop, smartboard, printer, and phones.

ELECTRICAL(cont.)

- Wiring:** Romex wiring per code, MC cable above ceiling (T-grid).
- Receptacles:** Tamper-resistant type, minimum of 12, including one inside the closet.
- Exterior Receptacle:** GFI protected and tamper resistant.
- Exterior Box:** 12" x 12" x 4" NEMA 3.

EXTERIOR

- Siding:** Exterior panel siding with trim, sheathing per code. Factory painted, and fully repainted with a finish coat after installation.
- Sheathing:** As required.
- House Wrap:** Moisture and wind resistant house wrap around the full perimeter.
- Flashing:** Metal flashing at corners of mate line.
- Mansard Roof:** To follow roofline, no specific height.
- Skirting:** Skirting panels with heavy duty louvers and insect screens painted to match, size and # per code. Include full perimeter of 5/4" x 6" PT wood deck board painted to match at ground level for weed whacking protection.

EXTERIOR DOORS

- Door Size:** 36" x 60" ST/ST 4 x 24" VB.
- Threshold**
- Flashing:** Metal flashing under the threshold.

EXTERIOR DOORS(cont.)

<u>Hardware:</u>	Von Duprin 98/99 EO with cylinder or chassis dogging, thumb turn, and vandal-resistant trim (VR910NL). Installed according to the manufacturer's instructions.
<u>Keyway:</u>	Schlage SC1.
<u>Door Closer:</u>	LCN 4040 or 4111. Installed according to the manufacturer's instructions.

FIRE ALARM

<u>Panel:</u>	Fire alarm panel may be required.
<u>Manual Pull Stations:</u>	Two (2) required, per code.
<u>Horn Strobes:</u>	As required, per code.
<u>Smoke Detectors:</u>	Two (2) battery-operated smoke detectors, not connection to fire alarm.

FLOORS

<u>Bottom Board:</u>	Woven nylon impregnated.
<u>Decking:</u>	Double layer 5/8" SturdiFloor.
<u>Installation:</u>	Secure 2x wood members on top of steel joists and bottom board, glue and nail wood decking to prevent floor squeaks.
<u>Flooring:</u>	VCT 1/8" Block Tile (12" x 12"), Armstrong Cottage Tan
<u>Carpeting:</u>	No Carpet.
<u>Transition Strip:</u>	6" solid aluminum transition strip at the mate line.

FOUNDATIONS

Foundation

Type: Poured concrete foundations with CMU piers. Foundations shall not be exposed upon completion.

Pads: ABS pads not accepted.

FRAMES

Hitch: Detachable.

Frame: Steel perimeter frame with steel floor joists.

Axles: Standard axles required, to remain onsite and attached to trailer.

Tires: Standard trailer tires required, to remain onsite.

Tie Downs: Clips for securing tie downs.

HVAC

System: Wall-hung 3.5-ton AC with 15kw heat, including dehumidification, ERV, and 5-year manufacturer warranty.

Thermostat: Programmable with occupancy sensor.

Ductwork: Fiberglass supply ducts.

Diffuser: T-grid adjustable diffuser.

INSULATION (Per code, or whichever is greater)

Floor

Insulation: Minimum R-30.

Exterior Wall

Insulation: Minimum R-19.

INSULATION (Per code, or whichever is greater)(cont.)

Ceiling

Insulation: Minimum R-38.

Interior Wall

Insulation: Minimum R-11.

INTERIOR DOORS

Door

Specifications: 36" x 80" (S.C.) Imperial Oak with steel frame.

Hardware: Interior lever passage handles, and floor-mounted door stops.

PLUMBING

Water Supply: No drinking water or handwashing facilities required.

Restroom

Facilities: Not required.

ROOF

Truss Type: Box truss.

Roof

Overhang: None.

Roof

Sheathing: Minimum 7/16" OSB decking, fire-rated.

Ventilation: As required.

Ridge Beam: 4 layers of 30" – 36" x ¾" Struct 1 ridge beam.

Roofing

Material: 90 MIL black EPDM with a 20-year warranty required (no exceptions), joint taped at mate line with a minimum 6" overlap on each module.

ROOF ONSITE

- Gutters:** Aluminum seamless gutters on both sides.
- Downspouts:** Aluminum seamless downspouts extending to the ground, with concrete splash blocks.

SPRINKLER SYSTEMS

- Requirement:** Sprinkler system not required.

WALLS & PARTITIONS

- Wall Height:** 8' 6"
- Top Plate:** Double top plate construction.
- Interior Walls:** 2" x 4" x 8", with studs spaced 16" on center.
- Exterior Walls:** 2" x 6", with studs spaced 16" on center.
- Trim:** Standard trim.
- Wall Finish:** ½" vinyl-covered gypsum, fire resistant.
- Base Cove:** 4" continuous roll vinyl base cove.

WINDOWS

- Window Coverings:** Roller shades.
- Windows:** 36" x 60" VS insulated white vinyl windows, low E insulated, egress type.

MISCELLANEOUS

Submittals: Required.

As-Built Drawings: Required.

Schedule: Required to be submitted and approved, to include the following milestones:

- Submittals
- Fabrication
- Delivery
- Foundations
- Decks and Ramps
- Sidewalks
- Inspections
- Cleaning

Use and Occupancy

Sample Inspections Required:

- State Fire Marshal
- Mechanical Services
- Electrical Services
- Building Services
- Foundations
- Footings

O&M Manuals: Operations and maintenance manuals required.

Site Supervision: Onsite supervision by an employee of the contract awarded firm is required at any time work is being conducted onsite. Employee must be fluent in the English language.

Warranty: Two-year warranty certificates required, acknowledgement of 2-hour warranty call response time required.

Site Restoration: Contractor responsible for repairing damage to existing sites or paved areas to pre-existing conditions.

MISCELLANEOUS(cont.)

Grass

Restoration: All disturbed grass areas to be restored to their original condition, including providing 4" screened topsoil, seed, and straw.

Spoils

Removal: Haul off all spoils required.

Warranty

Service

Repairs: Any service or warranty related requests are expected to be completed within (1) one business day of notification.



Church Creek Elementary

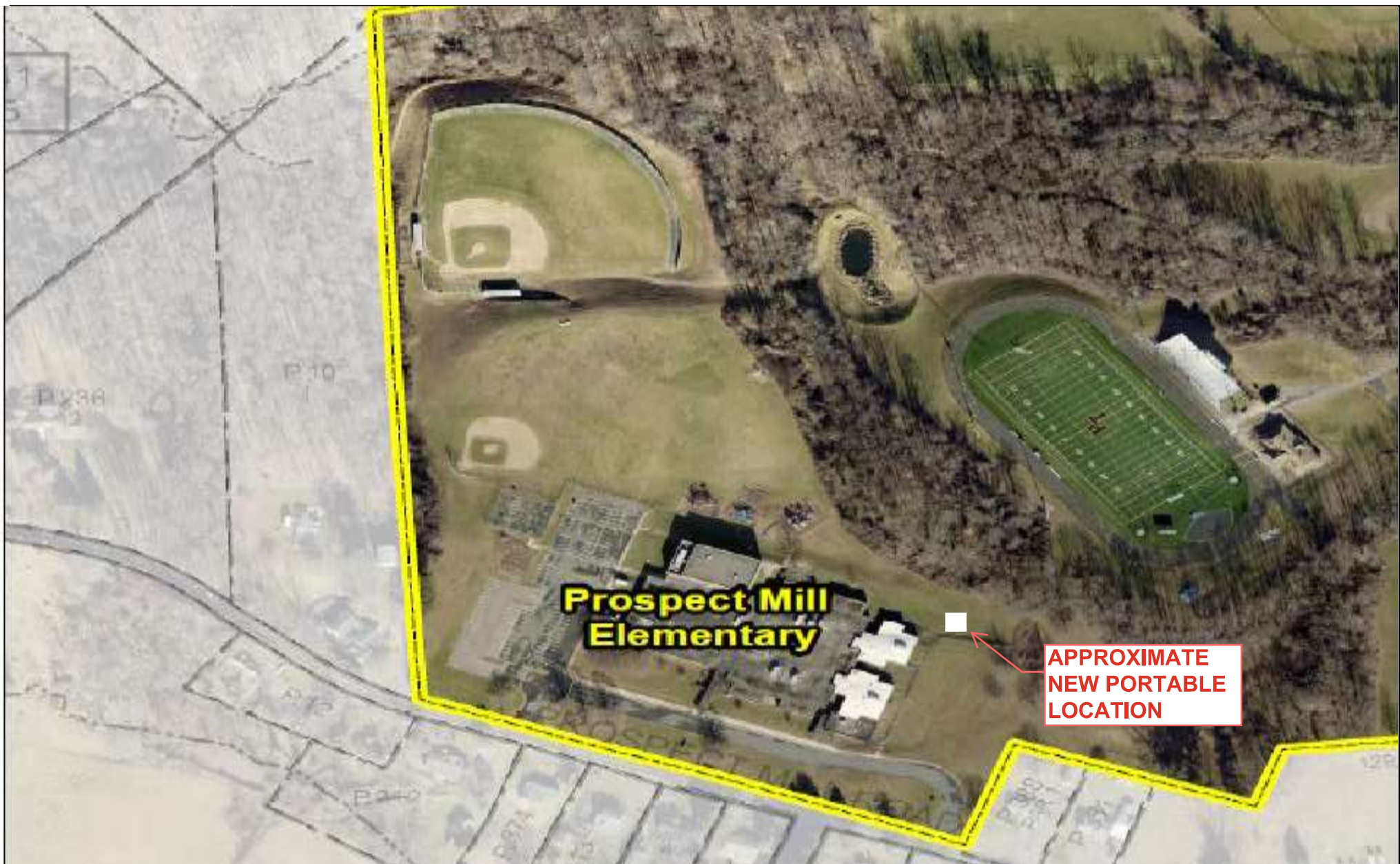
 HCPS Property

20.51 Acres

Imagery Year: 2022



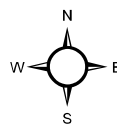
0 62.5 125 250 375 500 Feet



Prospect Mill Elementary

 HCPS Property

es



0 95 190 380 570 760 Feet

Imagery Year: 2022