

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

BID ANNOUNCEMENT

BID TITLE: **On-Call HVAC Services**

BID NUMBER: **20-BWR-012**

BID OPENING DATE AND TIME: **September 12, 2019, 2:30 pm local time**

PLACE OF BID OPENING /
BID MAILING ADDRESS: Purchasing Office
Harford County Public Schools
Administration Building, 3rd Floor
102 South Hickory Avenue
Bel Air, Maryland 21014

PURCHASING AGENT: Bobbie Wilkerson, CPPO, CPPB
Bobbie.TolstonWilkerson@hcps.org

QUESTIONS DUE DATE AND
TIME: Questions must be emailed to Bobbie.TolstonWilkerson@hcps.org no
later than 2:30 pm on August 29, 2019.

ADDENDUM ISSUED: No later than **September 04, 2019**

PRE-BID CONFERENCE:
(optional) N/A

BONDING: Bonds Are Not Required.

MBE DOCUMENTS: MBE Documents Are Not Required.

TIMELY DELIVERY OF BID
DOCUMENTS: Bids must be received in the Purchasing Office before the bid opening.
Bidders are reminded that not all special delivery carriers guarantee
delivery to 102 S. Hickory Avenue, Bel Air, MD 21014 prior to 2:30 pm.

Bids should be sealed and labeled in an envelope with the bid number,
bid title and directed to the Purchasing Office – 3rd Floor.

INCLEMENT WEATHER: If Harford County Public Schools Administrative Offices are closed on the
day a bid is due, that bid 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.

LATE BIDS WILL BE REJECTED AND RETURNED UNOPENED

Harford County Public Schools Nondiscrimination Statement

The Harford County Public School System (HCPS) does not discriminate on the basis of race, color, sex, age, national origin, religion, sexual orientation, gender identity, marital status, genetic information, disability, or any other basis prohibited by law with regard to employment or conditions of employment, or participation in or access to its programs, activities or services. Inquiries related to the non-discrimination policy of the Board of Education of Harford County should be directed to the Supervisor of Equity and Cultural Proficiency at 410-809-6065.

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HARFORD COUNTY PUBLIC SCHOOLS

Harford County Public Schools, Maryland
Purchasing Department
102 South Hickory Avenue, Third Floor, Suite 310
Bel Air Maryland 21014

GENERAL TERMS AND CONDITIONS

Instruction to Bidders

The following provisions, where applicable, will become part of any contractual relationship developed as a result of the bid 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, notices and announcements shall be published a minimum of 14 calendar days in advance of due date for any bid having a potential award value of \$25,000 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 delivered to the HCPS, Purchasing Department, 102 South Hickory Ave., Third Floor, Room 310, Bel Air, Maryland 21014. Bids must be delivered in sealed envelopes and clearly marked on the outside: Name of Bidder, Due Date and Time, Solicitation/Bid Number and Solicitation Title. **Late Bids will be rejected and returned unopened.**
- 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 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 proposal/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 The Bidder will not be allowed to 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. Bidder must determine which to offer. If said bidder should submit more than one price on any item, all prices for that item will be rejected and the Bid will be declared non-responsive.
- 1.7 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 the HCPS. When an aggregate bid is requested, the unit prices for each item shall be identified on the Proposal/Bid

Form for accounting purposes. The unit prices in an aggregate bid should be consistent with the total quoted price for an aggregate bid.

- 1.8 The product offered by the Bidder shall be new, not used, and the latest version. 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.
- 1.9 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 and one (1) copy of the Bid using HCPS proposal/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 shall be returned in a sealed envelope. When the Bid is sent by mail, the sealed envelope shall be enclosed in a separate sealed mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof. HCPS shall not accept any facsimile transmission or electronic submission to HCPS purchasing agents, representatives or employees as meeting the requirement of the sealed bid. A facsimile or electronic document shall not be considered a valid response to the Bid solicitation.
- 2.3 Each bid must show the full business address, telephone number, fax number and email address 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 address 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 prices 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. Bids will be tabulated or a bid abstract made.
 - 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.
 - 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 \$100,000.00 or more. Formal contract award is contingent upon the required Board approval.

- 2.5.5 Bids may be cancelled in whole or in part if determined to be in the best interest of HCPS. After opening of bids, but before award, HCPS may reject all bids in whole or in part if determined to be in the best interest of HCPS.
 - 2.5.6 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 the most favorable bid.
 - 2.5.7 Irregularities:
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 48 hours following notification.
 - 2.5.8 HCPS may not waive or permit a bidder to correct a defect or variation in a bid that is material as to price, quantity, quality or delivery.
 - 2.5.9 Any omissions, errors, conflicts, or discrepancies in this document shall be called to the attention of HCPS IN WRITING within seven (7) days of receipt of the Bid and no later than 4 working days prior to the bid opening.
 - 2.5.10 HCPS reserves the right to reject any or all proposals/bids and or waive technical defects and minor irregularities 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.
 - 2.5.11 Minor defects and irregularities may be waived at the discretion of the Supervisor of Purchasing, HCPS or designee.
 - 2.5.12 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 MULTI-AGENCY PROCUREMENT

- 3.1 HCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the State of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The Supplier/Contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.
- 3.2 Each participating jurisdiction or agency shall enter into its own contract with the Awarded Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the

participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Awarded Bidder. HCPS does not assume any responsibility other than to obtain pricing for the specifications provided.

4.0 BID SECURITY – WHEN REQUIRED

- 4.1 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.
- 4.2 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.*
- 4.3 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.
- 4.4 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.
- 4.5 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.
- 4.5.1 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".**
- 4.5.2 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**".

4.6 Certified checks in the amount(s) stated above will be accepted in lieu of the Performance Bond and Payment Bond only upon prior approval of the Supervisor of Purchasing. If checks are approved for acceptance in lieu of either bond, they should be in the same amount as these bonds; be separate checks; and should clearly designate the purpose - i.e., performance or payment.

4.6.1 Certified checks, if submitted, will be deposited in the HCPS bank account(s). Upon successful completion of the Contract, check(s) will be drawn upon the HCPS bank account(s) for the full amounts of both certified checks.

4.6.2 Certified checks shall be made out in the name of the "**Board of Education of Harford County**".

5.0 **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 Purchasing Manual.

6.0 **BID PRICES**

6.1 Any bidder may withdraw their bid submission prior to the bid opening date and time specified. After this, HCPS has a period of 120 days to issue a Purchase Order or have award of contract approved by the Board of Education. The Bidder agrees to retain all prices until such time.

6.2 Unit Prices must be rounded off to no more than two (2) decimal places, unless otherwise specified.

6.3 Cash discounts will not be taken into consideration in determining a contract award. All discounts, other than prompt payment, to be included in bid price.

6.4 HCPS reserves the right to accept price reductions from the Awarded Bidder during the term of this contract.

6.5 HCPS will not accept any proposals with bidder escalator clauses, unbalanced figures or irregular features.

7.0 **TAXES AND PERMITS**

7.1 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.

7.2 Awarded Bidders shall obtain and pay for any permits required and provide a copy to HCPS as well as post a copy on site.

7.3 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.

8.0 **BILLING AND PAYMENTS**

- 8.1 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. Unless otherwise instructed, the Contractor will submit invoice payment requests to the Director of Facilities, Hickory Annex, 2209 Conowingo Road, Bel Air, Maryland 21015.
- 8.2 Payment in full will only be made upon completion of contract. Milestone/progress payments must receive the prior approval of the Director of Facilities.
- 8.3 Standard HCPS payment terms are net thirty (30) days.
- 8.4 HCPS will not pay freight bills, unless stated otherwise. Delivery shall be F.O.B., to the destination(s) as noted on Purchase Order.

9.0 GOVERNING LAW AND DISPUTE RESOLUTION

- 9.1 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.
- 9.2 Alternative Dispute Resolution (ADR) must be used by the parties should HCPS, at its sole discretion, decides to use ADR. In the event ADR was not used by the choice of HCPS or fails, the parties shall be entitled to pursue applicable administrative or judicial relief.

10.0 ADDENDA

- 10.1 All changes to the Bid Specifications will be made through appropriate addenda issued from the Purchasing Department.
- 10.2 Addenda notices will be posted on the Purchasing Department web site. (<http://www.hcps.org>)
- 10.3 Copies of Addenda will be made available for inspection wherever Bid Documents are on file.
- 10.4 No Addenda will be issued later than four (4) 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.
- 10.5 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 Proposal response. Failure to return the Addenda Form may be reason for rejection of the Bid.

11.0 INSURANCE

11.1 Awarded Bidder's Liability Insurance

11.1.1 The Awarded Bidder shall purchase and maintain in a Company or Companies acceptable to the HCPS such insurance as will protect HCPS from claims which may arise out of or result from the Awarded Bidder's operations under the Contract, whether such operations be by themselves or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 claims under Workers' or Workmen's Compensation, Disability Benefit and other similar employee benefit acts;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;

- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
- .4 claims for damages insured by usual personal injury liability coverage, which are sustained (1) by any person as results of an offense directly or indirectly related to the employment of such person by the Awarded Bidder, or (2) by any other person;
- .5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
- .6 claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle; and
- .7 claims for damages because of employee dishonesty by any of the Awarded Bidder's employees.

11.1.2 All bidders must 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 review these insurance requirements prior to submitting a bid or offer. Failure to comply with these insurance requirements may render the Bid/Offer as non-responsive. All exceptions to the requirements must be so noted and clearly detailed in the bid response.

11.1.3 Certificates of Insurance acceptable to the HCPS shall be filed with the HCPS prior to commencement of the Work. The Certificates of Insurance will state that such insurance is in force and cannot be cancelled or released except upon thirty (30) days prior written notice to HCPS. **The Certificate of Insurance must name Board of Education of Harford County as an additional insured.**

11.2 Property Insurance

11.2.1 The Awarded Bidder shall purchase and maintain boiler and machinery insurance if this contract includes installation, modification or repair of such equipment. This insurance shall be at limits of not less than \$500,000, covering all boilers and other equipment not covered for explosion by standard property insurance policies. This insurance shall include the interests of the HCPS, the Awarded Bidder, Subcontractors and Sub-subcontractors in the Work.

11.3 Evidence of Insurance

11.3.1 Prior to the Award of Contract, the Awarded Bidder is required to submit a Certificate of Insurance evidencing Worker's Compensation and Employer Liability Insurance in the amounts required above, and in addition, this certificate will indicate the amounts of insurance carried by the Bidder of the following types: Comprehensive General Liability Insurance, Comprehensive Automobile Insurance, Excess Liability Insurance, and any other insurance coverage maintained by the Awarded Bidder. The Certificates of Insurance will state that such insurance is in force and cannot be cancelled or released except upon thirty (30) days prior written notice to HCPS. **The Certificate of insurance must name Board of Education of Harford County as an additional insured.**

11.3.2 All Required Insurance Coverage must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to HCPS. The Insurers must also have a policyholder's rating of "B" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company. HCPS hereby grants specific approval for the acquisition of Worker's Compensation and Employer's Liability Insurance from the Injured Worker's Insurance Fund of Maryland.

12.0 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.

13.0 TERMINATIONS FOR CAUSE OR CONVENIENCE

13.1 HCPS reserves the right to terminate any contract if in its opinion there shall be failure at any time by the Contractor of promptly and faithfully performing any of its terms under this Contract. If the Contract is terminated for cause, HCPS reserves the right to complete the work by whatever reasonable method HCPS deems appropriate. All charges incurred by HCPS will be deducted from monies that may be due to the Contractor or the Contractor or its Surety will be charged for any and all costs incurred by HCPS directly related to contract completion.

13.2 HCPS reserves the right to terminate this Contract, in whole or in part, for convenience.

13.3 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.

14.0 DRUG, TOBACCO, AND ALCOHOL

14.1 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. Use or possession of such items on school properties will result in immediate termination for cause of the Contract.

14.2 Upon termination of the Contract, the Awarded Bidder will be paid for all services performed to date but will not be paid for any lost profit or anticipated profits due to termination of the Contract. The Awarded Bidder will also be removed from all bids with HCPS for a period of time not to exceed two years and HCPS will provide an "unsatisfactory" reference when inquiries are made.

15.0 PROTEST AND APPEAL PROCESS

15.1 Any bidder/offeror objecting to the recommendation for award or the award of contract may appeal the action to the Supervisor of Purchasing by formal notification in writing within 10 business days of award. A formal written response to the appeal shall be issued within 30 days following receipt of the formal protest. The decision of the Supervisor of Purchasing may be appealed to the Superintendent of Schools within five (5) business days following receipt of decision from the Supervisor of Purchasing. The decision of the Superintendent is final and conclusive.

16.0 NONDISCRIMINATION

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

16.2 The Harford County Public School System (HCPS) does not discriminate on the basis of race, color, sex, age, national origin, religion, sexual orientation, gender identity, marital status, genetic information, disability, or any other basis prohibited by law with regard to employment or conditions of employment, or participation in or access to its programs, activities or services. Inquiries related to the non-discrimination

policy of the Board of Education of Harford County should be directed to the Supervisor of Equity and Cultural Proficiency at 410-809-6065.

- 16.3 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.
- 16.4 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.

17.0 NON-HIRING OF EMPLOYEES BY AWARDED BIDDER OR HCPS

- 17.1 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.
- 17.2 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.

18.0 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 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.

19.0 POLITICAL CONTRIBUTION DISCLOSURE

The 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.

20.0 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.

21.0 ANNULMENTS AND RESERVATIONS

- 21.1 HCPS reserves the right to reject any or all bids and re-advertise for other bids for the identical requirement if it is in the best interest of HCPS.
- 21.2 HCPS reserves the right to waive technical defects within submittals.
- 21.3 HCPS may conduct any necessary investigation to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the 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. **Conditional proposals will not be considered.**

- 21.4 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.
- 21.5 Unbalanced bids may be deemed non-responsive.
- 21.6 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.

22.0 DELIVERY REQUIREMENTS

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.

23.0 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.

24.0 COMPLIANCE WITH SPECIFICATIONS

- 24.1 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.
- 24.2 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.
- 24.3 Where the requirements of the specifications call for higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern.
- 24.4 Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern.
- 24.5 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.
- 24.6 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.

25.0 GUARANTEE AND WARRANTY

- 25.1 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 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.
- 25.2 In the event the Awarded Bidder fails to repair, replace, adjust, rectify, remedy, correct or complete the items, defects, deterioration, faulty design or installation and/or un-workmanlike performance, then HCPS may have the right to secure the services of another contractor 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 the new contractor.
- 25.3 The Awarded Bidder must act as the manufacturer's agent for all warranty claims.

26.0 SUBCONTRACTORS

- 26.1 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 Bidders 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.
- 26.2 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).

27.0 AWARDED BIDDER'S RESPONSIBILITY

- 27.1 Awarded Bidders may be required pursuant to the Business Regulation Article of the Maryland Code, to provide proof of Certificate of Registry.
- 27.2 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.
- 27.3 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.
- 27.4 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.
- 27.5 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.
- 27.6 Awarded Bidders are responsible for coordinating planned interruptions of utility service with HCPS.

- 27.7 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 Purchasing.
- 27.8 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.
- 27.9 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.
- 27.10 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.
- 27.11 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.

28.0 SAFETY AND CODE REQUIREMENTS

All materials and labor shall comply with the following requirements:

- 28.1 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.
- 28.2 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.
- 28.3 Awarded Bidder shall submit Material Safety Data Sheets (MSDS) 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 MSDS 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 MSDS sheets will result in the withholding of final payment.

28.4 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

- 28.5 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.
- 28.6 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.
- 28.7 All Harford County codes and regulations including the latest edition of The International Building Code are relevant.
- 28.8 Awarded Bidder shall insure that all modifications address the provisions of the ADA.

29.0 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.

30.0 INDEMNIFICATION

- 30.1 To the fullest extent permitted by law, the Awarded Bidder shall indemnify and hold harmless the Harford County Public Schools and the Board of Education of Harford County and its officials and employees, Construction Manager, Architect, Construction Manager's and Architect's Consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses including, but not limited to, attorneys' fees, arising out of or resulting from performance

of the work but only to the extent caused in whole or in part by negligent acts or omissions of the Awarded Bidder, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be constructed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described within this indemnification.

- 30.2 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.
- 30.3 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.

31.0 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.

32.0 SUSPENSION OF WORK

- 32.1 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.
- 32.2 The times required and the completion of work shall be equitably adjusted to take into account the period of such suspensions, delay or interruption.
- 32.3 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.

33.0 DELAYS, EXTENSIONS OF TIME

- 33.1 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 Purchasing. 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.

- 33.2 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 Purchasing.

34.0 HAZARDOUS MATERIALS

- 34.1 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.
- 34.2 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.

35.0 BIDDER SUBMITTALS

- 35.1 BIDDERS MUST SUBMIT THE FOLLOWING:

35.1.1 The Insurance Certificate must name the "**Board of Education of Harford County**" as the "**additional insured**".

35.1.2 Awarded Bidder's must provide a Certificate of Insurance evidencing Worker's Compensation and Employer Liability Insurance in the amounts required above, and in addition, this certificate will indicate the amounts of insurance carried by the Awarded Bidder of the following types **within 10 days of being notified of being the Apparent Awarded Bidder:**

Comprehensive General Liability Insurance

Comprehensive Automobile Insurance

Excess Liability Insurance

and any other insurance coverage maintained by the Awarded Bidder

The Certificates of Insurance will state that such insurance is in force and cannot be cancelled or released except upon thirty (30) days prior written notice to the HCPS.

35.1.3 Awarded Bidders shall be required under Article 56, Section 270(4), Annotated Code of Maryland, to provide proof of Certificate of Registry and must be licensed to do business in the State of Maryland and provide a tax certification number **within 10 days of being**

notified of being the Apparent Award Bidder. Visit the following website to ensure compliance: <http://www.dat.state.md.us/sdatweb/charter.html>.

36.0 SUBSTITUTIONS

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

37.0 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.

38.0 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.

39.0 FOREIGN LANGUAGE TRANSLATOR REQUIREMENT

- 39.1 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.
- 39.2 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.

40.0 EMPLOYMENT OF CHILD SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS

- 40.1 **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.**
- 40.2 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.
 - 40.2.1 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;

- 40.2.2 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
- 40.2.3 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.
- 40.3 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.
- 40.4 The apparent low bidder shall complete and submit the Employment of Sex Offenders and Other Criminal Offenders Affidavit, which is specified in the bid documents within ten (10) working days of receiving notification of potential award.

41.0 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.

42.0 SEX OFFENDER REGISTRATION

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.

43.0 MINORITY BUSINESS ENTERPRISE PARTICIPATION

Minority participation is required on certain contracts and encouraged on all contracts and non-minority prime contractors are encouraged to use minority subcontractors that are certified by the Maryland Department of Transportation. **“Certified Minority Business Enterprises are encouraged to respond to this solicitation.”** Check the MDOT website.

Specific goals will be set for certain bids the dollar amount will exceed \$50,000.00. When applicable, a special section in the Bid Documents will be included as **“Minority Business Enterprise Procedures-State Funded Public School Construction Projects.”**

When this requirement is included in the Bid Documents the required certificate and forms must be submitted with the Bid and failure to submit 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 the time designated.

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.

44.0 LEGISLATED BID REQUIREMENTS

Award of contracts over \$25,000 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]

45.0 PREVAILING WAGE-SCHOOL CONSTRUCTION

If the estimated cost of the Contract is \$500,000 or more and if State funds will be 50% or more, the Contract shall meet the prevailing wage requirements contained in Senate Bill 202, effective July 1, 2000. 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.

Harford County Public School System – Maryland

Insurance Requirements - Construction Contracts less than \$500,000.00
Maryland Association of Boards of Education Group Insurance Pool

1. General Insurance Requirements

- 1.1 The Contractor 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 Contractor has obtained at the Contractor's own expense all of the insurance as required hereunder and such insurance has been approved by the Board; nor shall the Contractor allow any Subcontractor to commence work on any subcontract until all insurance required of the Subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the Board of 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 Contractor 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 Contractor 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 Contractor 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 Contractor in 3.1 and 3.2. The Contractor 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.

Therefore, the phrases "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.
- 1.5 No acceptance and/or approval of any insurance by the Board shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of this Contract.
- 1.6 If the Contractor does not meet the insurance requirements of this Contract, the Contractor 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 Contractor 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 Contractor, and are subject to Board's written approval. Any deductible or retention amounts elected by the Contractor or imposed by the Contractor's insurer(s) shall be the sole responsibility of the Contractor.
- 1.9 Any and all return premiums and/or dividends for insurance or coverage directly charged to the Board by the Contractor 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 Contractor to purchase and maintain insurance as described and required herein, without so notifying the Board, then the Contractor shall bear all reasonable costs properly attributable thereto.

2. Contractor's Liability Insurance

2.1 The Contractor 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. General aggregate limit applying on a per project basis;
- ii. Liability arising from premises and operations;
- iii. Liability arising from the actions of independent contractors;
- iv. 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
- v. Contractual liability protection for the Contractor from bodily injury and property damage claims arising out of liability assumed under this Contract; and
- vi. Liability arising from the explosion, collapse or underground (XCU) hazards.

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:

\$1,000,000	Per occurrence;
\$1,000,000	Aggregate for other than products/completed operations and auto liability;
	and
\$1,000,000	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 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 Contractor'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 Contractor. 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 Contractor 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:

“This policy is amended to include as insured Board and Board's elected and appointed officials, officers, employees and authorized volunteers, but only for liability arising out of “your product” or “your work” for Board by or for you.”

Special Notes: ISO forms CG 2009 and CG 2010 entitled “Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization” (previously Forms A and B respectively) are **NOT ACCEPTABLE**. A manuscript endorsement with the above wording is required.

- 2.1.6 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 Contractor'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 Contractor's liability insurance policies required herein.)
- 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 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 Contractor has been issued on a “claims made” basis, the Contractor must comply with the following additional conditions:
 - i. The Contractor 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 Contractor 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. **Contractor's Property Insurance**

- 3.1 The Contractor (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 Contractor (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 Contractor'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 Contractor (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, Contractor 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 Contractor under this Contract.

5. **Waiver of Subrogation**

To the fullest extent permitted by law, the Contractor 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 Contractor under this Contract. Contractor 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 Contractor shall advise its insurers of the foregoing.

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

Contractor 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 Contractor or its employees during the Contractor's provision of goods or services to the Board. To the fullest extent permitted by law, the Contractor 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 Contractor'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 Contractor shall advise its insurers of the foregoing.

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

To the fullest extent permitted by law, the Contractor shall be solely responsible for any loss or damage to property of the Contractor 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, Maryland 21014

SPECIFICATIONS

#20-BWR-012
On-Call HVAC Services

1. GENERAL CONDITIONS

- 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 perform all work necessary for the on-call contract for HVAC services including installation, repair, updates and preventive maintenance at various locations (approximately 60 schools and offices) for Harford County Public Schools. Awarded Bidder(s) shall perform emergency and routine services.
- 1.2 It is the intent of this specification to provide the prospective bidder(s) with complete information relative to the total performance of any resultant contract. Bidders are obligated to read and understand all parts of this invitation to bid and to obtain clarification of any part not thoroughly understood.
- 1.3 The purpose of this solicitation is to award a contract for HVAC services including, but not limited to, installation, repair, updates & preventive maintenance as outlined in the Scope of Work.
- 1.4 The work of this contract will be coordinated through the Facilities Department.

2. GENERAL INFORMATION

- 2.1 It shall be noted that it will 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 the number one priority. Contractors and visitors must report to the main office, present photo employee identification and sign in when entering the building. School-assigned visitor badges must be worn at all times.
- 2.2 It will be necessary for the Contractor to coordinate with Mr. Justin Evans or designee in the Facilities Department and each School Principal in setting up a schedule of work during the entire course of the job, so as not to interfere with the normal operation of the school.
- 2.3 All passageways and means of egress must be kept open during school hours except where special permission is granted.
- 2.4 Work may not be scheduled at any time within the buildings unless a custodian is on duty. A custodian must be on premises during contractor's on-site work. Arrange in advance for extended custodian time, if available, with the school principal or his designee. The fee applicable for custodian time beyond normal schedule is \$20.00 per hour. It will be the Contractor's obligation to reimburse HCPS at employee's overtime rate as stated for all additional time.
 - 2.4.1 The regular work hours are from 7:30 am until 4:00 pm, Monday through Friday, excluding holidays.

3. **SPECIFIC CONDITIONS**

- 3.1 It is the sole responsibility of the Bidder to call to the attention of any discrepancies in specifications to the Supervisor of Purchasing, Bobbie Wilkerson, at Bobbie.TolstonWilkerson@hcps.org, 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.
- 3.2 Harford County Public Schools may make such investigation as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to Harford County Public Schools all such information and data for this purpose as Harford County Public Schools may request. Harford County Public Schools reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy Harford County Public Schools that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Unsatisfactory past performance with HCPS may be grounds for rejection of proposal.
- 3.3 The Contractor shall give their personal attention to the performance of the Contract, shall keep the same under their own control and shall not assign by power of attorney, or otherwise sublet the work or any part thereof, without the previous written consent of Harford County Public Schools.
- 3.4 The Contractor shall, without additional cost to Harford County Public Schools, be responsible for obtaining any and all necessary licenses and permits. The Contractor shall comply with 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.
- 3.5 All work is to be handled in complete compliance with OSHA and MOSHA requirements. Every effort is to be made to insure the safety of all individuals during work, as well as, during operation.
- 3.6 Awarded Bidder(s) shall assume full responsibility and liability for the protection of workers, visitors to the work site and persons occupying areas adjacent to the work site.
- 3.7 Awarded Bidder(s) shall be familiar with all applicable codes, regulations, standards, documents and this specification.
- 3.8 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).
- 3.9 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.
- 3.10 The Contractor shall be responsible for their work until its completion and final acceptance.
- 3.11 No proposal 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 satisfactorily such contract or agreement. The Successful Contractor shall give their personal attention to the faithful fulfilling of this contract. All sub-contractors must be approved by Harford County Public Schools prior to award.
- 3.12 Harford County Public Schools reserves the right to annul any contract, if in its opinion, there shall be failure at any time to perform faithfully any of its stipulations or in case of willful attempt to impose upon HCPS materials inferior to that required by the Contract and any action taken by HCPS in pursuance of this latter stipulation shall not affect or impair any right to claim of HCPS to damages for the breach of the covenant of the Contract by the Contractor.

- 3.13 Storage of any tools, equipment or materials incidental to the performance of the Contract must be coordinated with Mr. Justin Evans or designee - Facilities 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.

4. **FORM OF PROPOSAL**

- 4.1 All pricing must be submitted on the Bid Form.

5. **AWARD**

- 5.1 Harford County Public Schools reserves the right to accept or reject any or all bids and to waive any informalities in bids received.
- 5.2 Award shall be weighted per the following:
- a. Master Technician – 85%
 - b. Journeyman Technician – 10%
 - c. Apprentice Technician – 5%
- 5.3 HCPS has based the weighted percentage amount on historical data. This pre-determined price scenario formula will apply a multiplier to each technician listed. The sum of which will be combined to determine the "Computed Weighted Hourly Labor Rate". Responsive and responsible bidders responding to the solicitation shall be ranked, based upon their "Computed Weighted Hourly Labor Rate".
- 5.4 HCPS is not obligated, but reserves the right to award to multiple bidders based on the prices submitted, in order to allow for a multiple award if it is deemed to be in our best interest to do so. There is no minimum guarantee in terms of the volume, scale or dollar amount of the work awarded.
- 5.5 If more than one vendor is awarded, HCPS reserves the right to select any bidder from the list, in any order, at any time. There is no guarantee of the amount of work to each vendor awarded.
- 5.6 Conditional or unbalanced proposals will not be accepted and will be deemed non-responsive.
- 5.7 While pricing will be given primary consideration in evaluation of all proposals meeting specifications, successful bidder(s) must be able to document their ability to service an account of this size and, also, be able to guarantee provision of materials and service as required.
- 5.8 Consideration will be given to any previous performance with HCPS as to the quality and the acceptability of bidder's services. A bidder may be rejected as non-responsive if that bidder has not satisfactorily completed any contract for HCPS.
- 5.9 Submission of a proposal, in response to this solicitation, shall mean that the Bidder can complete all work "as specified" within the specified time frame.
- 5.10 HCPS reserves the right to add awarded bidder(s) to this contract if the initial awarded bidder(s) cannot fulfill all of the requirements.
- 5.11 HCPS reserves the right to negotiate a preventative maintenance (PM) program with Awarded Bidder(s).

6. **TERM OF AGREEMENT**

- 6.1 The initial term of the Contract shall be for one (1) year and shall begin on or about October 1, 2019 and end September 30, 2020. Prices must remain firm for the first twelve (12) months of the Contract.
- 6.2 Harford County Public Schools reserves the right, if mutually agreed upon, to renew this contract under the same terms and conditions for five (5) additional, one (1) year periods.

7. **PRICING AND RATE ADJUSTMENTS**

- 7.1 All prices herein shall be firm against any adjustment for the first twelve (12) months of the Contract.
- 7.2 Prior to commencement of subsequent renewal terms, HCPS will entertain a request for a price adjustment on the cost up to the Employment Cost Index for the previous 12-month period prior to the renewal date. The Awarded Bidder(s) shall request all rate adjustments in writing to the Purchasing Agent, at least ninety (90) days prior to the renewal date. **Increases submitted late will not be considered.**
- 7.3 The request for a change in the rate shall include: (1) the cause for the adjustment and (2) the amount of the change requested with documentation to support the requested adjustment (i.e. appropriate Bureau of Labor Statistics index).
- 7.4 HCPS will only consider adjustments on rates based upon the Employment Cost Index (ECI) as published by the Bureau of Labor Standards (<https://www.bls.gov/ncs/ect/data.htm>).
- 7.5 For calculating the ECI adjustment, the Purchasing Department shall follow the instructions below:
- 7.5.1 Access the U.S Bureau of Labor Standards <https://www.bls.gov/ncs/ect/data.htm>.
- 7.5.2 Under "Employment Cost Index", click on "One Screen Data Search" (magnifying glass).
- 7.5.2.1 Select "Private Industry Workers" for No.1.
- 7.5.2.2 In search box for No. 2 select "Wages and Salaries".
- 7.5.2.3 Select "Installation, maintenance, and repair occupations" box in No. 3.
- 7.5.2.4 No action needed in boxes 4-6
- 7.5.2.5 Select "Index Number" in box 7.
- 7.5.2.6 Make sure the box is checked next to "Not seasonally adjusted".
- 7.5.2.7 Select "Add to Selection" then "Get Data" button.
- 7.5.2.8 In the table, select "12 Month Percentage Change" and "Select one time period: Annual Data". Click "Retrieve Data".
- 7.5.3 For each option year of this contract, hourly wage rates may be adjusted by the percentage change in the Employment Cost Index by following the steps above, from Quarter 1 of the prior year to Quarter 1 of the current year.
- 7.5.3.1 To compute the percentage increase, divide the index number for the most recent "Qtr 1" by the index number for the prior "Qtr 1" to determine the percentage increase. Multiply the percentage increase by the base labor cost to determine the escalated labor cost.

- 7.6 The ECI adjustment is NOT automatic. HCPS reserves the right to accept or reject the adjustment within sixty (60) days of receipt of request.
 - 7.6.1 If the request is rejected, the Contract for that item may be terminated thirty (30) days from the date of HCPS rejection letter.
 - 7.6.2 If adjustment request is rejected, HCPS reserves the right to purchase services or goods from the next most favorable responsive and responsible bidder, as the requested adjustment may change the award position. If the next most favorable responsive bidder(s) does not have service available within the requested timeframe, HCPS reserves the right to purchase from any source.
 - 7.6.3 Awarded Bidder whose price adjustment has been rejected by HCPS shall be granted the right of first refusal and shall be given an opportunity to match the item pricing of the next most favorably ranked responsive and responsible bidder within ten (10) days of receipt of HCPS rejection notification.
- 7.7 Upon receipt of the Awarded Bidder(s) request, HCPS shall decide to accept, reject or modify the request for a price adjustment based upon its investigations and the information provided by the Awarded Bidder. If HCPS approves the price adjustment, the price shall remain firm for the renewal term for which it was requested.
- 7.8 HCPS reserves the right to decrease the unit price, if such downward adjustment is reflected with the CPI data.
- 7.9 Unit Price rate increase requests will not be considered if not accompanied with the proper information or within the designated time.
- 7.10 HCPS reserves the right to cap pricing adjustments.

8. **BILLING, INVOICING, AND PAYMENT**

- 8.1 Harford County Public Schools, unless otherwise instructed, preferred method of payment is by Visa credit card. If this is not possible, a purchase order may be issued. Invoices must be submitted, with breakout costs on all invoices, to the Facilities Department, Attention: Justin Evans, 2209 Conowingo Road, Bel Air, MD 21015, referencing the contract number.
- 8.2 The Awarded Bidder(s) shall submit an original invoice for each completed project. Invoices shall contain the following information:
 - 8.2.1 Authorization Number (Work Order) assigned by HCPS must appear on each invoice.
 - 8.2.2 Invoice will contain the name of the facility where the work was performed and include an itemized list of material that has been provided, delivered and installed, when applicable.
 - 8.2.3 Invoice shall include a detailed listing of the number of hours worked, per type of technician, including a complete description of the work completed. All labor rates will be paid in one-half hour increments.
 - 8.2.4 Invoice will include the start and stop date for the project and the total reimbursement amount for all materials including markup.

9. **GUARANTEE/WARRANTY**

- 9.1 The Contractor shall supply all manufacturers' guarantees in substance and term normally provided in the trade.

- 9.2 The Contractor shall guarantee all work performed under this contract to be free from faulty workmanship for a period of **two (2)** years from the date of formal acceptance by Harford County Public Schools.
- 9.3 Bidder(s) shall unconditionally guarantee the materials and workmanship of all supplies and service furnished by them.
- 9.4 All warranties, express or implied, shall survive delivery, inspection, acceptance, and payment.
- 9.5 Awarded Bidder(s) shall not charge HCPS for any repeat visit for the same problem occurring within thirty (30) days of the original visit.

10. **TAXES AND PERMITS**

- 10.1 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.
- 10.2 Award Bidder(s) shall obtain and pay for any permits required and provide a copy to HCPS as well as post a copy on site.

11. **CONFLICT OF INTEREST**

- 11.1 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.

12. **SPECIAL NOTATION**

- 12.1 The Contractor shall advise Harford County Public Schools of the intention to use any employees that are hired or obtained from any penal pre-release or work-release programs. In the event such employees are used, notification to HCPS shall include name and violation for each individual. The Contractor shall take reasonable precautions when selecting such individuals and provide whatever safeguards are necessary for effective supervision. The Contractor's employees are not permitted inside school building when the nature of the Contract is outside work.

13. **SCOPE OF WORK**

- 13.1 This solicitation and the specifications that follow are being offered to qualify and select a contractor(s) to furnish all necessary permits, labor, equipment, materials, supervision, tools, services and all related incidentals required to maintain, repair and/or upgrade HVAC systems and components at various locations (approximately 60 schools and offices) for Harford County Public Schools. Awarded Bidder(s) shall perform emergency and routine trouble shooting/problem diagnosis and shall complete specific interior and/or exterior projects as directed by HCPS. The Awarded Bidder(s) shall provide for services in accordance with industry standards and/or manufacturer recommendations. The requirements outlined herein are intended as an aid to acquaint Bidders with what could be required to execute the work on this contract. These specifications will serve as the source documents for services for the term of the Contract.
- 13.2 This is an Indefinite Delivery/Indefinite Quantities (IDIQ) contract. The services and/or materials intended for purchase are based upon future needs of the system, and, are pending allocation of funds and approval of award by the Board of Education of Harford County. HCPS reserves the right to authorize/order services and/or materials as may be required during the contract period and also, reserves the right to not authorize/order any services and/or materials. The estimated annual

spend is not expected to exceed **\$150,000.00** but HCPS cannot guarantee a minimum or maximum spend.

- 13.3 The Bidders agree to hold the bid pricing submitted, under the same terms and conditions for a period of ninety (90) days from the date of the bid opening.
- 13.4 At the time of the opening of bids, 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 any bidder from any obligation in respect of his bid. It is the Bidder's responsibility to verify that they have received all addenda that have been issued prior to submission of their proposal.
- 13.5 All work must be done with the least possible disruption to the school operation and is to be coordinated with Mr. Justin Evans or designee, HCPS Facilities Department, 410-638-4088.
- 13.6 All work shall be approved by HCPS Facilities 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).
- 13.7 HCPS reserves the right to provide, at its own expense, any materials and/or equipment needed to complete the project and required repairs.
- 13.8 At its sole discretion, HCPS reserves the following rights:
 - 13.8.1 To perform any work at any site utilizing "in-house/HCPS personnel" for any project
 - 13.8.2 To issue a new solicitation for these services at any one or combination of sites, separate from this bid
 - 13.8.3 To obtain the work from any source, if for any reason, none of the Awarded Bidder(s) can complete the services within the parameters required by HCPS.
- 13.9 The Successful Bidder(s) awarded this contract, depending on the specific work required, may be asked to provide products and materials necessary to complete the work. When required, an itemized list of materials that have been provided for the project must be submitted along with a copy of the itemized bill of sale (invoice) showing specifically what was purchased, from whom and at what cost. Bidders will be required on the Bid Form to insert their markup for the material purchased. This markup will also be applied to any necessary and approved rental equipment and other ancillary requirements specific to the job including subcontractors.
- 13.10 HCPS may require "project quotes" for any and all work required under this contract at its sole discretion. HCPS reserves the right to award the project to the company offering the most favorable quote (as determined by HCPS). It is important to note that the most favorable quote may not be the one offering the lowest price. HCPS may evaluate the quote based on the starting and completion dates provided by the Bidders with their quote for that project and the subsequent effect this will have on the school instruction program.
- 13.11 In the event of a project over \$100,000.00, HCPS will request a quote from all of the Awarded Bidders.
- 13.12 There will be no cost to HCPS for visiting a HCPS site to provide a quote and/or for any pre-examination of work.

14. **HOURLY RATES**

- 14.1 **“Response Time”**, when referred to, means Awarded Bidder shall be on-site according to the parameters set by HCPS.
- 14.2 **“Regular Hourly Labor Rate”** for HVAC services (as delineated within Section 14 Response Time): In effect from 6:00 am until 5:00 pm local time Monday through Friday. Awarded Bidder(s) shall respond as specified and required by HCPS when the request for service is placed. Response time shall not be less than four (4) hours. Inclusive of all overhead, including but not limited to: driving time to and from the job site, materials, proper disposal, paperwork, salary of employees, and profit. The hourly rate must include overseeing and providing the work. All associated rental charges for equipment not owned by the Awarded Bidder(s) are considered overhead and shall be included in the hourly rates.
- 14.3 **“Overtime Rate”** is 1.5 times the Regular Hourly Labor Rate. Overtime will be paid for hours other than those specified in the Regular Hourly Labor Rate. HCPS will not pay any overtime rates unless prior written authorization is received by Awarded Bidder(s).
- 14.4 **“Holiday Hours”** and/or **“Double Time Rate”** are those hours worked on the following days: Christmas Day, New Year’s Day, Memorial Day, July 4th, Labor Day, and Thanksgiving Day. Holiday hours will be paid at the rate of two (2) times the Regular Hourly Labor Rate.
- 14.5 **“Working Hours”** are those hours the employees are actually on site working, excluding lunch time and/or breaks.
- 14.6 All hourly labor rates include the cost of all materials utilized by Awarded Bidder(s) to facilitate services. HCPS shall not reimburse for any additional materials unless agreed to by HCPS in advance of the work.
- 14.7 HCPS shall not reimburse for travel expenses, or vehicle mileage, nor shall HCPS reimburse for travel time to obtain parts/materials.
- 14.8 Travel time to and from the job will not be paid. Payment begins upon arrival and sign-in at the job site.

15. **RESPONSE TIME**

- 15.1 This contract is for on-call services, the Awarded Bidder(s) must be capable of providing twenty-four (24) hour emergency service, seven (7) days a week for any and all situations deemed necessary by Harford County Public Schools.
- 15.2 Regular Service Calls
 - 15.2.1 Response time shall be as specified and required by HCPS when the request for regular service is placed.
 - 15.2.2 Response time by Awarded Bidder(s) for regular service calls shall not be less than twenty-four (24) hours from when request is made by HCPS.
 - 15.2.3 Awarded Bidder(s) is to physically show up at the site and perform services as required at the Regular Hourly Labor Rate at the time and/or day the service is requested and/or required by HCPS.
 - 15.2.4 Service requests shall be made in writing by HCPS and shall document the required service and time parameters for response.
 - 15.2.5 HCPS shall notify Awarded Bidder(s) in writing if service request must be cancelled.
- 15.3 Emergency Service Calls

- 15.3.1 Emergency service shall be provided on a twenty-four (24) hour, seven (7) days a week basis.
- 15.3.2 Response time for emergency service calls shall be within four (4) hours of notification by HCPS when the request for emergency service is placed.
- 15.3.3 The Awarded Bidder(s) is to physically show up at the site and perform services as required at the Emergency Hourly Labor Rate.
- 15.3.4 If Awarded Bidder(s) cannot respond to the emergency request within the time period specified above, Awarded Bidder must notify HCPS at the time the request for emergency service is placed.
- 15.3.5 Due to the nature of emergency service calls, HCPS may first notify Awarded Bidder(s) via phone call. Response time shall commence at time of phone notification.
- 15.3.6 Due to the nature of emergency calls, HCPS may first notify Awarded Bidder(s) via phone call if service request must be cancelled.
- 15.4 Awarded Bidder(s) is guaranteed a minimum of one (1) hour on site for each regular and/or emergency service call.
- 15.5 Awarded Bidder(s) shall make every effort to expedite any and all service calls in accordance with set time limits. Where limits may need to be exceeded, any deviations shall be verified and approved in advance by HCPS. The Awarded Bidder(s) will notify HCPS Facilities Department, or designated representative, in writing of any delays in service which exceed the above set time limits. Excessive delays in service which cannot be explained by the Awarded Bidder(s) to the satisfaction of HCPS will be considered to be unsatisfactory service under the terms of the Contract. Any excessive number of instances of unsatisfactory service, as determined by HCPS, will be cause for HCPS to consider the Awarded Bidder(s) in default and the Contract terminated for cause.

16. **PROTECTION OF WORK AND PROPERTY**

- 16.1 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. 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.
- 16.2 HCPS will occupy the site and existing building during the entire work period. The Awarded Bidder(s) shall cooperate with HCPS during the work to minimize conflicts and facilitate HCPS usage. To the satisfaction of the school, the Awarded Bidder(s) is to move and/or protect all school equipment, furnishings and occupied areas from work-related debris and noise. The Awarded Bidder(s) shall perform the work so as not to interfere with HCPS operations. The Awarded Bidder(s) 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.
- 16.3 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.

- 16.4 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.
- 16.5 Awarded Bidder(s) is responsible for all clean up related to their work. The school's custodial staff is not responsible for cleaning debris left from the Awarded Bidder's work.
- 16.6 The Awarded Bidder(s) 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 Bidder(s) to the satisfaction of HCPS.
- 16.7 Deliveries of equipment and other materials must be done with the Awarded Bidder(s) present and stored on site as indicated by the Facilities Department. Equipment and material shall not be delivered to the site prior to their installation, unless approved by the Facilities Department.

17. **SUBCONTRACTORS**

- 17.1 All subcontractors, prior to their use by the Awarded Bidder(s) in any HCPS facility, must be approved by HCPS. Awarded Bidder(s) 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's 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.
- 17.2 The Awarded Bidder(s) 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(s) 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).
- 17.3 The Awarded Bidder(s) shall not, without prior written consent of HCPS, assign any of the moneys payable under the Contract.

18. **EQUIPMENT**

- 18.1 All equipment required to perform standard/typical work under this contract shall be owned by the Awarded Bidder(s) and shall be normally available on the dispatched vehicle. HCPS shall not reimburse Awarded Bidder(s) for equipment rental charges.
- 18.2 All equipment of the Awarded Bidder(s) shall be in good working condition and shall conform to required safety standards.
- 18.3 All associated rental charges for equipment not owned by the Awarded Bidder(s) are considered overhead and shall be included in the hourly rates submitted as part of this solicitation and shall not be considered an extra expense.
- 18.4 Use of HCPS equipment is prohibited.

19. **QUALIFICATION OF BIDDER**

- 19.1 For the project, the Engineer Design Firm must have at least five (5) years of experience in providing services equivalent to the specifications. All bidders **SHALL SUBMIT**, on company letterhead, their physical address, remittance address (if different from physical address), number of years providing this type of service under current business name and contact information.

Bidders who cannot demonstrate to the satisfaction of HCPS that they have had similar experiences or fail to provide this documentation may deem your bid non-responsive.

- 19.2 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-responsive.
- 19.3 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.
- 19.4 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 references may deem bidder as non-responsive.
 - 19.4.1 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.
 - 19.4.2 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.
- 19.5 All Bidders submitting a proposal shall include evidence that they maintain a permanent place of business and shall be certified to do business in Maryland. All Bidders shall include copies of any and all appropriate licenses necessary to perform this work and before work may commence.
- 19.6 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/documentation 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 requirements contemplated therein.
- 19.7 Awarded Bidder(s) shall demonstrate to the satisfaction of HCPS that employees who will be used on any HCPS project are properly trained and experienced in the services outlined herein.
- 19.8 Bidder must have appropriate technical experience. At the time of the bid, bidder must have adequate employees to accomplish the bid requirements. Employees must be properly trained, experienced and certified to perform work at HCPS. Awarded Bidder(s) shall demonstrate to the satisfaction of HCPS that employees who will be used on any HCPS project are properly trained and experienced in the services outlined herein.
- 19.9 Awarded Bidder(s) shall provide a copy of **ALL** related certifications and or licenses held by each employee who will or may perform work on a HCPS project within ten (10) days of notification of award.
- 19.10 Bidder must have adequate plant equipment to perform the work properly.
- 19.11 If when required, employees may be required to provide a State of Maryland Police Background Check.

20. **INSPECTION OF SITE**

- 20.1 Bidders are responsible for site visitation and confirmation of existing conditions.
- 20.2 Failure to become familiar with the site will not relieve a successful bidder of his obligation to furnish all materials, labor, and services necessary to carry out the provisions of the specifications herein.

21. **TECHNICAL SPECIFICATIONS**

- 21.1 The Awarded Bidder(s) shall provide HVAC services. This will include, but not necessarily be limited to installation, repair, updates and preventive maintenance for various locations (approximately 60 locations) for Harford County Public Schools.
- 21.2 Maintain communication with Mr. Justin Evans or designee in the Facilities Department as all decisions to be made on this contract must be through this department.
- 21.3 Awarded Bidder(s) will be required to provide HCPS with an e-mail address and a phone number for scheduling service through a dispatch center during regular business hours (7:30 am - 4:00 pm local time Monday through Friday) and for scheduling service through a dispatch center for emergencies (twenty-four (24) hours a day, seven (7) days a week).

22. **PROCUREMENT ADMINISTRATOR**

Bobbie Wilkerson, CPPO, CPPB, Supervisor of Purchasing, will administer the solicitation process. The Procurement 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: Bobbie Wilkerson, at Bobbie.TolstonWilkerson@hcps.org.

All questions must be e-mailed and received no later than 2:30 pm local time August 29, 2019. 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 **September 04, 2019** at www.hcps.org as well as eMaryland Marketplace Advantage.

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

CONTRACT

20-BWR-012
On-Call HVAC Services

THIS AGREEMENT, made this _____ day of _____, 2019, 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 initial term of the Contract shall be for one (1) year and shall begin on or about October 1, 2019 and end September 30, 2020. HCPS reserves the right, if mutually agreed upon, to extend this Contract for up to five (5) additional, one (1) year periods.

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 #20-BWR-012**, 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

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

CHECK LIST

20-BWR-012

On-Call HVAC Services

- Signed and included all Addenda (if applicable)
- Reviewed Insurance Requirements and will comply with the coverage limits listed (include sample)
- Signed and Submitted Contract Page
- Completed and Submitted Bid Form
- Submitted on Letterhead: Addresses, contact information, and years in business (per Section 19.1)
- 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 indicated with an (*) 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 _____

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

BID FORM

**20-BWR-012
 On-Call HVAC Services**

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 provide On-Call HVAC Services, in full compliance with the accompanying specifications in accordance with the price listed below.

Item	Description	Regular Hourly Labor Rate	Multiplier	Computed Weighted Hourly Labor Rate
1	One (1) Master HVAC Technician	\$	85%	
2	One (1) Journeyman HVAC Technician	\$	10%	
3	One (1) Apprentice HVAC Technician	\$	5%	
Basis of Award (Computed Weighted Hourly Labor Rate Item 1 + Item 2 + Item 3)				\$

Although not a consideration in the evaluation, responders are requested to provide the markup for any additional or related work/materials if required and if deemed necessary:

Item	Description	Markup
4	The markup for products, services, supplies, material, rental equipment, subcontractors, and other ancillary items required to complete the project following required approval from HCPS	%

Name of Person Holding the Master HVAC License	
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SERVICE CALL CONTACTS (Section 15):

	Contact Person	Phone Number	E-Mail Address
Regular			
Emergency			

ADDITIONAL INFORMATION:

Bid #20-BWR-012
 On-Call HVAC Services

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

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

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

REFERENCE FORM

**20-BWR-012
On-Call HVAC Services**

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

	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.

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)

Company Name