**BID ANNOUNCEMENT**

**BID TITLE:** Band Uniforms for Havre de Grace High School

**BID NUMBER:** 20-JHM-033

**BID OPENING DATE AND TIME:** February 27, 2020, 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:** Jennifer Horner, CPPB
Jennifer.Horner@hcps.org

**QUESTIONS DUE DATE AND TIME:** Questions must be emailed to Jennifer.Horner@hcps.org no later than 2:30 pm on February 12, 2020.

**ADDENDUM ISSUED:** No later than February 19, 2020.

**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](http://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.

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**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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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 bidders to submit a bid. These specifications and requirements identified in the attached statement of work and detailed specification are intended to cover the procurement of supplies and/or equipment requested.

1.2 In accordance with State law and HCPS policies, solicitations shall be published a minimum of fourteen (14) calendar days in advance of due date for any bid having a potential award value of $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 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, 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 bid. A bidder's failure to become fully informed is at the Bidder's sole and complete risk of loss. The Bidder shall have no right to any damages, cost and/or any other remedy at law or equity against HCPS for any miscalculation, misunderstanding, error (either omissions or commissions), mistake, misinterpretation, and/or the failure by the Bidder to obtain an award of bid, award of contract and/or profits, fees or money from HCPS when the Bidder failed to fully inform themselves. In the case of error in extension of prices in the Bid, the unit price shall govern or the entire bid may be declared non-responsive.

1.6 Where provision is made on the Bid Form for bidding items on an individual, group or aggregate basis, the award will be made on whichever basis is in the best interest of HCPS. When an aggregate bid is requested, the unit prices for each item shall be identified on the Bid Form for accounting purposes. The unit prices in an aggregate bid should be consistent with the total quoted price for an aggregate bid.

1.7 The product offered by the Bidder shall be new, not used, and the latest version unless otherwise requested by HCPS. Should a product be discontinued and/or upgraded during the course of the Contract, the Awarded Bidder shall offer to HCPS a new alternate product meeting and/or exceeding the established specifications, under the same terms, conditions and prices as the originally offered item.

BID PREPARATION, PROPOSAL SHEET, AND BID OPENING

2.1 Bidder must submit one (1) original with original signatures of the Bid using HCPS bid forms. The Bidder should make and retain one (1) copy of the Bid for their files. Bids must be signed and submitted by an authorized representative of the Bidder. Each bidder may attach a letter of explanation to the Bid, if so desired, to provide an explanation of any detail(s) in the Bid.

2.2 Signed bids 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, email address, and federal tax identification number of the Bidder and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the Bid and Contract, including Letter of Intent, copy of Contract, and Purchase Order, will be mailed or delivered to the contact information shown on the Bid in the absence of written instructions from the Bidder to the contrary.

2.4 All bidders shall be required to complete the certificates and/or affidavits, and/or acknowledgements that are incorporated into the proposal pages of this specification. Such documents are required by Local, State or Federal funding agencies of HCPS as part of the bidding process. The documents may include but are not limited to: Anti-Bribery Affidavit, Debarment Certificate, Employment of Sex Offenders and Other Criminal Offenders Affidavit, Sales Tax Certification, Minority Bidder Status, and when applicable, Asbestos Free Certification and any others that may be required.

2.5 Bid Opening

2.5.1 At the public opening of the Bid, the Bidder’s names and their pricing will be read and recorded. All bids submitted by the required time will be accepted for further evaluation. Following complete evaluation of the Bids following opening, bids may be rejected due to major irregularities or omissions and will be rendered as non-responsive.

2.5.2 Complete evaluations of the Bids will not take place at the bid opening and no indication of award will be made. HCPS reserves the right to review all responses and analyze the results of the procurement process. Any tabulation provided at this time is draft status only.

2.5.3 A final recommendation(s) for contract award may be prepared for review and when required, approval by the Board of Education of Harford County.

2.5.4 The Board of Education of Harford County must approve contract awards of $100,000 or more. Formal contract award is contingent upon the required Board approval.

2.5.5 Bidders may correct a minor irregularity and minor irregularities may be waived. A minor irregularity is one that is merely a matter of form and not of substance or pertains to an immaterial or inconsequential defect or variation in a bid, the correction or waiver of which would not be prejudicial to other bidders. When so noted, minor irregularities may be corrected within forty-eight (48) hours following notification. The Purchasing Supervisor will be the final determine of what is a minor irregularity.

2.5.6 HCPS also reserves the right to reject any or all bids and/or waive technical defects and minor irregularities at the discretion of the Supervisor of Purchasing, HCPS or designee if, in its judgment the interests of HCPS shall so require. Bids may be withdrawn before the scheduled time of opening. Withdrawal is not permitted after the scheduled time of opening.

2.5.7 Any omissions, errors, conflicts, or discrepancies in this document shall be called to the attention of HCPS IN WRITING within five (5) working days prior to the bid opening.

2.5.8 Omission of any specification or details of any specification which would normally apply to the supplies and/or equipment described herein, shall not relieve the Bidder from fulfilling those required specifications needed to provide an end product or service best suited to the intended purpose of this contract as determined by the Supervisor of Purchasing.

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

3.1 Bids will be awarded to the lowest responsive and responsible bidder whose bid meets the requirements and evaluation criteria set forth in the invitation for bid and is in the best interest of HCPS.

3.2 HCPS reserves the right to reject a bid of bidders pursuant to Section 5-112 of the Education Article of the Annotated Code of Maryland.

3.3 Bidder SHALL NOT offer more than one price on each item even though they may feel that they have two or more types or styles that will meet specifications. If Bidder submits more than one price per item specified, Bidder may be deemed non-responsive. Bidders are allowed to also offer incentives, discounts, and promotional pricing, however; if conditions are attached to pricing, the pricing may be rejected.

3.4 Each bidder cannot offer more than one (1) bid submittal.

3.5 HCPS also reserves the right to reject a bid of firms who have demonstrated performance deficiencies or who have previously failed to perform properly or complete on time other Board contracts.

3.6 HCPS reserves the right to reject any or all bids.

3.7 HCPS reserves the right to re-advertise for other bids for the identical requirement if it is in the best interest of HCPS.

4.0 ANNULMENTS AND RESERVATIONS

4.1 Conditional proposals will not be considered.

4.2 HCPS reserves the right to waive technical defects within submittals.

4.3 HCPS may conduct any necessary investigation to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to HCPS all such information and data requested. HCPS reserves the right to reject any proposal if the evidence submitted by the Bidder or investigation of such bidder fails to satisfy HCPS that such bidder is properly qualified to carry out the obligations of the Contract and to complete all stipulated requirements.

4.4 HCPS reserves the right to annul any contract, if in its opinion there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon HCPS, materials, products and/or workmanship inferior to that required by the Awarded Bidder, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of HCPS to damages for the breach of any covenant of the Contract by the Awarded Bidder.

4.5 Unbalanced proposals will not be accepted.

4.6 HCPS shall have the right to reject any or all bids, reject a bid not accompanied by a required bid security or by other data required by the bidding documents, or reject a bid which is in any way incomplete or irregular.

5.0 MULTI-AGENCY PROCUREMENT

5.1 HCPS reserves the right to extend the terms and conditions of this solicitation to any and all other government agencies. All purchase and payment transactions will be made directly between the Contractor and the requesting public agency.

5.2 Each participating jurisdiction or agency shall enter into its own contract if necessary, with the Awarded Bidder(s). HCPS assumes no obligation on behalf of any other entity.

6.0 TIE BIDS

In the event of tie bids, the award(s) shall be made as per the procedure specified in the Harford County Public Schools Purchasing Manual.
7.0  **WAIVER OF TECHNICALITIES**

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

8.0  **BID PRICES**

8.1  All pricing must remain firm for sixty (60) days from date of bid opening unless otherwise specified.

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

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

8.4  HCPS will not accept any bid responses with bidder escalator clauses, unless specifically stated in the solicitation specifications.

9.0  **ADDENDA**

9.1  All changes to the Bid Specifications will be made through appropriate Addenda issued from the Purchasing Department.

9.2  Addenda notices will be posted on the Purchasing Department web site at www.hcps.org, as well as eMaryland Marketplace.

9.3  No Addenda will be issued later than five (5) days prior to the date for receipt of bids except an Addendum withdrawing the request for bids or one which postpones the date for receipt of bids.

9.4  Each bidder shall ascertain prior to submitting a Bid that they have received all Addenda issued and the Bidder shall acknowledge their receipt on the Addenda Form. The Addenda Form shall be completed and returned with the Bid response. Failure to return the signed Addenda Form may be reason for rejection of the Bid.

10.0  **RIGHT OF SELECTION**

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

11.0  **DISSEMINATION OF INFORMATION**

This section intentionally omitted.

12.0  **INSURANCE**

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

1.1 HCPS reserves the right to terminate any contract, if in its opinion there shall be a failure at any time to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon HCPS, materials, products and/or workmanship inferior to that required by the Awarded Bidder, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of HCPS to damages for the breach of any covenant of the Contract by the Awarded Bidder.

1.2 Any cost and/or expense incurred under this section above shall be deducted from and paid by the Board of Education of Harford County out of such monies as may be due or become due to the Contract, if the same had been completed by the Contractor, or it or its surety shall pay the amount of any excess to the Board of Education of Harford County.

1.3 The performance of work under this contract may be terminated for convenience by the Board of Education of Harford County in accordance with this clause in whole or part, whenever the Supervisor of Purchasing shall determine that such termination is in the best interest of HCPS. Any such termination shall be affected by mailing to the Contractor a Notice of Termination specifying the extent to and conditions under which performance of work under the Contract is terminated and the date upon which such termination becomes effective. Upon termination of this contract in accordance with this section, the Contractor may be entitled to an equitable adjustment.

1.4 Termination for Non-Appropriation. HCPS reserves the right to terminate this contract, in whole or part, due to non-appropriation of funds or funds that are otherwise made unavailable to support continuation in any fiscal year succeeding the first fiscal year. Notification of contract termination will be given to the Contractor thirty (30) days in advance and will be in effect at the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.

2.0 DRUG, TOBACCO, AND ALCOHOL

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

3.0 PROTEST AND APPEAL PROCESS

Any bidder objecting to the recommendation for award or the award of contract may appeal the action to the Supervisor of Purchasing by formal notification in writing within ten (10) business days of award. A formal written response to the appeal shall be issued within thirty (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.

4.0 NON-DISCRIMINATION

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

4.2 The 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.

4.3 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.

4.4 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.

5.0 NON-HIRING OF EMPLOYEES BY AWARDED BIDDER OR HCPS

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

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

6.0 FINANCIAL DISCLOSURE

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

7.0 POLITICAL CONTRIBUTION DISCLOSURE

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

8.0 RETENTION OF RECORDS

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

9.0 LANGUAGE/GENDER

9.1 Bidder, proposer, offeror, vendor and contractor all have the same meaning and may be used interchangeably.

9.2 The Board of Education of Harford County is also referred to as HCPS, Harford County Public Schools, and Board of Education which may be used interchangeably.

9.3 Bid, proposal and offer all have the same meaning and can be used interchangeably.

10.0 COMPLIANCE WITH THE LAW

The Bidder hereby represents and warrants:
10.1 That it is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.

10.2 That it shall comply with all Federal, State and Local law ordinances and legally enforceable rules and regulations applicable to its activities and obligations under this agreement.

10.3 That it shall procure, at its expense, all licenses, permits, insurance and governmental approval, if any are necessary to the performance of its obligations under this agreement.

11.0 SAFETY AND CODE REQUIREMENTS

11.1 Contractor shall comply with all Federal, State, and Local laws, ordinances and regulations pertaining to work under their charge and these shall be construed as the minimum requirements of these specifications.

11.2 The Contractor shall provide all equipment and machinery furnished and delivered to HCPS complying with the safety regulations as required by OSHA and the Maryland State Safety Health Act known as MOSHA meeting the CFR-1910 MOSHA Standard.

11.3 Safety Data Sheets (SDS) shall be submitted for all supplies, materials, equipment or any other substances furnished and/or installed under this proposal in accordance with the OSHA Hazardous Communication Standard 29 CFR 1910.101, 29 CFR 1910.1200 and 20 CFR 1926.58 or any other applicable State, Federal or Local regulation. The Contractor, when required, must submit SDS sheets to each school or facility that receives any such supplies, materials, equipment or any other substances furnished and/or installed by the Contractor.

12.0 CONTRACTOR’S OBLIGATION

12.1 The Awarded Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications, as decided by HCPS, and as described herein. Deviations, exceptions, alternates, etc., may render the bid as non-responsive.

12.2 The Awarded Bidder, after award and prior to starting work, may be required to submit working drawings or detailed descriptive data identified as acceptable to HCPS, which provide sufficient data to enable HCPS to judge the Awarded Bidder's compliance with the specifications.

12.3 In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Bidder shall call the attention of the applicable HCPS designee(s) to such conflict for a decision before proceeding with any work.

12.4 Any deviation(s) from the specifications or scope of work must be clearly noted in detail by the Bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of deviation(s) at the time of submittal will hold the Bidder accountable to HCPS to the specifications or scope of work as written by HCPS. Any deviation(s) from the specifications or statement of work without prior documented approval will be grounds for rejection of any material, equipment, and/or services when delivered and/or performed.

12.5 The Awarded Bidder shall and will, in good professional manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings covered by this contract and any and all supplemental plans and drawings, and in accordance with the directions of the Board of Education as given from time to time during the progress of the work. The Contractor shall observe, comply with and be subject to all terms and conditions, requirements and limitations of the Contract and Specifications and shall do, carry on and complete the entire work to the complete satisfaction of the Board of Education.

12.6 Awarded Bidder may be required pursuant to the Business Regulation Article of the Maryland Code, to provide proof of Certificate of Registry.

12.7 Awarded Bidder is responsible to protect all existing and newly installed supplies and/or equipment. Any
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HCPS property damaged shall be replaced or repaired to the satisfaction of HCPS.

12.8 Contractors and any of its subcontractors shall advise HCPS of its intention to use any employees, which are hired or obtained from any penal, pre-release or work release program. In the event that such employees are used, notification to HCPS shall include the name and violation for each individual. The reasonable precautions, when selecting such individuals and provide strict supervision and proper safeguards. Contractor's employees are not permitted inside school buildings when the nature of the Contract is for outside work.

13.0 PROTECTION OF WORK AND PROPERTY

13.1 The Contractor will be held responsible for any and all damage to Harford County Public Schools property done or caused by the Contractor or other personnel engaged in the execution of this contract, except and unless damage, loss, injury or illness is caused by the negligence or tortious misconduct of HCPS employees. They shall be similarly responsible for all injury to any person that occurs as a result of their actions or negligence. They shall take proper safety and health precautions to protect the work, the workers, the public and the property of others. The Contractor shall also be responsible for any and all damage to adjacent property incurred in the performance of the Contract and hold Harford County Public Schools free from any and all claims for damages arising from the execution of the work.

13.2 Limit use of premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.

13.3 Keep driveways and entrances serving the premises clear and available to HCPS, HCPS's employees and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

13.4 The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or work, and at the completion of the work, all trash will be removed from and about the work site and all tools, scaffolding and surplus materials shall leave the area clean and neat unless more exactly specified. In case of disputes, HPCS may remove trash, rubbish, etc. and charge the cost to the Contractor.

13.5 The Awarded Bidder shall protect all HCPS property, materials, equipment, improvements, utilities, structures, and vegetation at all times. Any property or incidentals damaged during the shall be repaired or replaced by Awarded Bidder to the satisfaction of HCPS.

14.0 PERMITS & LICENSE

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

15.0 SUBSTITUTIONS AND “OR EQUAL” CLAUSE

Whenever a material or article required is specified or shown on the plans or specifications by using the name of a particular or proprietary product or of a particular manufacturer or vendor, any material or article which meets or exceeds the general design or performance requirements may be considered as equal to what is so specified subject to evaluation and final acceptance by HCPS. Any alternates or the submission of “or equal” items are subject to approval from HCPS.

16.0 GUARANTEE AND WARRANTY

16.1 The Awarded Bidder shall unconditionally guarantee the supplies and equipment furnished by the Awarded Bidder for a period of at least one (1) year from the date of acceptance of the installation by HCPS or as specified in the bid document. If the manufacturer warrants equipment for a period longer
than one (1) year, the Awarded Bidder shall pass through this extended warranty to HCPS.

16.2 In the event the Awarded Bidder fails to repair, replace, adjust, rectify, remedy, correct or complete the items, defects, deterioration, and/or installation, then HCPS may have the right to secure the services of another vendor to correct the work or complete the performance required by the award of this bid. The Awarded Bidder shall be solely responsible for any and all cost, expenses and monies due to the new vendor.

16.3 The Awarded Bidder must act as the manufacturer's agent for all warranty claims.

17.0 INDEMNIFICATION

17.1 To the fullest extent permitted by law, the Indemnitor shall indemnify, defend and hold the Indemnitee and its employees, agents, officials or volunteers harmless from and against any and all claims, losses, damages, expenses, causes of action and liabilities including without limitations, attorney's fees arising out of or related to the Indemnitee's occupancy or use of the Indemnitee’s premises or operations incidental thereto, provided that any such claim, loss, damage, expense, cause of action or liability is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from. Indemnitor expressly indemnifies indemnitee for the consequences of any negligent act or omission of the Indemnitor or any of the Indemnitor's employees, agents, officials or volunteers or anyone for whose acts the Indemnitor may be liable, unless such act or omission constitutes gross negligence or willful misconduct.

17.2 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.

18.0 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]

19.0 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.

20.0 EMPLOYMENT OF CHILD SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS

20.1 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.

20.2 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 it’s 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.

20.2.1 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;
20.2.2 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

20.2.3 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.

20.3 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.

20.4 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.

21.0 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.

21.1 IN ADDITION to the above requirements, Contractors shall comply with the requirements of House Bill 486 passed by the General Assembly in 2019, regarding screening of applicants for employment.

21.1.1 Effective July 1, 2019

21.1.2 MSDE Guidance for House Bill 486 – Child Sexual and Sexual Misconduct Prevention) can be found online at www.marylandpublicschools.org.

21.1.3 Submission of Section 000325 Contract Affidavit (HB 486/SB 541Compliance) is required to be submitted prior to award of contract.

22.0 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.
MINORITY BUSINESS ENTERPRISE PARTICIPATION

Minority participation is encouraged on all contracts and non-minority prime contractors are encouraged to use minority subcontractors. Specific requirements may apply to certain bids when State of Maryland School Construction Program funds are utilized. When applicable, a special section in the bid documents will be included as “Minority Business Enterprise Procedures”. When this requirement is included in the bid documents the required certificate, waiver forms, schedule for participation forms must be submitted. Failure to submit said documents may result in a determination that the Bid is non-responsive. If the Contractor is deemed the apparent low bidder, the Minority Business Enterprise documentation described in the bid documents must be submitted within ten (10) working days of receiving notification of potential award.

LABOR AND RATES OF PAY

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

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

PROCUREMENT-INVESTMENT ACTIVITIES IN IRAN

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

CONTRACT

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

TAXES

27.1 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.

27.2 No charge will be allowed for Federal, State or municipal sales and excise taxes from which HCPS is exempt. The price bid shall be net and shall not include any tax. Exemption certificates, if required, will be furnished on forms provided by the Bidder. HCPS is specifically exempt from retail sales tax under Maryland Certificate 3000120-1. Harford County Public Schools, Maryland is a political organization of the State of Maryland under the “Code of Maryland-Title 13A”. The Internal Revenue Code Section 501 specifically exempts political organizations from Federal Income Tax. Harford County Public Schools, Maryland Federal Tax ID is #52-6000955.

DELIVERIES

28.1 All deliveries shall be accompanied by a delivery ticket or packing slip containing the following information for each item delivered: purchase order number, description/name of article, item number, quantity, and vendor name.

28.2 Failure to comply with the above may be sufficient reason for rejection of shipment.

BILLING AND PAYMENT

29.1 Each invoice shall list the purchase order number or contract number of HCPS and the items on the invoice shall be listed in the same order as on the purchase order. The original invoice shall be submitted to the Accounts Payable Office, 102 S. Hickory Avenue, Bel Air, Maryland 21014, unless otherwise specified.

29.2 Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments may be paid if partial shipments have been made and received.
29.3 Standard HCPS payment terms are net thirty (30) days.

29.4 HCPS will not pay freight bills, unless stated otherwise. Delivery shall be F.O.B., to the destination(s) as noted on Purchase Order.

30.0 GOVERNING LAW AND DISPUTE RESOLUTION

30.1 Any contract resulting from this solicitation is subject to and will be construed and interpreted under the laws of the State of Maryland.

30.2 Alternative Dispute Resolution (ADR) is the agreed method for resolving disputes that may result from the contractual relationship arising in reference to this bid, proposal and subsequent agreement. If a resolution of the dispute cannot be reached through an agreed ADR method, the parties reserve the right to settle the dispute by appropriate judicial means.

30.3 Any ADR hearing or arbitration will take place in the State of Maryland.

31.0 CONFLICTS OF INTEREST

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

32.0 ORDER OF PRECEDENCE

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

- Specifications
- Terms and Conditions
- General Provisions
1. **General Insurance Requirements**

1.1 The Vendor shall not commence any supply, delivery or installation of any products or materials purchased by the Board of Education of Harford County (the Board) under this Contract until the Vendor has obtained at the Vendor’s own expense all of the insurance as required hereunder and such insurance has been approved by the Board; nor shall the Vendor allow any Subcontractor to commence work on any subcontract until all insurance required of the Subcontractor has been so obtained and approved by the Vendor. Approval of insurance required of the Vendor will be granted only after submission to the Board of original certificates of insurance signed by authorized representatives of the insurers or, at the Board’s request, certified copies of the required insurance policies.

1.2 Insurance as required hereunder shall be in force throughout the term of the Contract and, in accordance with 2.1.1.iii., for two years after final payment by the Board under this Contract. Original certificates signed by authorized representatives of the insurers or, at the Board’s request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Board throughout the term of the Contract and for two years after final payment by the Board under this Contract.

1.3 The Vendor shall require all Subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance, and workers compensation and employers liability insurance to the same extent required of the Vendor in 2.1.1, 2.1.2 and 2.1.3 unless any such requirement is expressly waived or amended by the Board in writing. If any Subcontractor is storing, transporting, and/or delivering the products or materials purchased by the Board under this Contract, the Vendor shall require such Subcontractor(s) to maintain during the term of the Contract transportation (cargo) insurance and employee dishonesty insurance to the same extent required of the Vendor in 3.1 and 3.2. The Vendor shall furnish Subcontractors’ certificates of insurance to the Board immediately upon request.

1.4 All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until sixty (60) days prior written notice has been given to the Board.

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 Vendor from any liability or obligation imposed upon the Vendor by the provisions of this Contract.

1.6 If the Vendor does not meet the insurance requirements of this Contract, the Vendor shall forward a written request to the Board for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Board denies the request, the Vendor must comply with the insurance requirements as specified in this Contract.

1.7 All required insurance coverages must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Board. The insurers must also have a policyholders’
rating of “A-” or better, and a financial size of “Class VII” or better in the latest evaluation by A. M. Best Company, unless Board grants specific approval for an exception. The Board hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the Injured Workers Insurance Fund of Maryland.

1.8 Any deductibles or retentions in excess of $10,000 shall be disclosed by the Vendor, and are subject to Board’s written approval. Any deductible or retention amounts elected by the Vendor or imposed by the Vendor’s insurer(s) shall be the sole responsibility of the Vendor.

1.9 Any and all return premiums and/or dividends for insurance or coverage directly charged to the Board by the Vendor in connection with this Contract shall belong to and be payable to the Board.

1.10 If the Board is damaged by the failure or neglect of the Vendor to purchase and maintain insurance as described and required herein, without so notifying the Board, then the Vendor shall bear all reasonable costs properly attributable thereto.

2. **Vendor’s Liability Insurance**

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

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

<table>
<thead>
<tr>
<th>Limit</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,000,000</td>
<td>Each Occurrence;</td>
</tr>
<tr>
<td>$1,000,000</td>
<td>Personal and Adv Injury;</td>
</tr>
<tr>
<td>$1,000,000</td>
<td>General Aggregate; and</td>
</tr>
<tr>
<td>$1,000,000</td>
<td>Products/Completed Operations Aggregate</td>
</tr>
</tbody>
</table>

This insurance shall include coverage for all of the following:

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

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

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

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

<table>
<thead>
<tr>
<th>Limit</th>
<th>Description</th>
</tr>
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<tbody>
<tr>
<td>$100,000</td>
<td>Each accident for bodily injury by accident;</td>
</tr>
<tr>
<td>$100,000</td>
<td>Each employee for bodily injury by disease; and</td>
</tr>
<tr>
<td>$500,000</td>
<td>Policy limit for bodily injury by disease.</td>
</tr>
</tbody>
</table>

2.1.4 Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:
Bid #20-JHM-033
Band Uniforms for Havre de Grace High

$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 Vendor’s commercial general liability insurance and umbrella excess or excess liability insurance policies, if any, with respect to liability arising out of the products and/or materials, their installation or delivery, or related services provided under this Contract by Vendor. Such coverage shall extend to cover the additional insured(s) for liability arising out of the following:

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

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

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

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

Special Notes: ISO 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 Vendor’s liability insurance of self-insurance required herein, including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from Vendor’s liability insurance policies required herein.)

2.1.7 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 Vendor has been issued on a “claims made” basis, the Vendor must comply with the following additional conditions:

   i. The Vendor shall agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment by the Board under this Contract. Such certificates shall evidence a retroactive date no later than the inception date of this Contract; or

   ii. The Vendor shall purchase an extended (minimum two years) reporting period endorsement for each such “claims made” policy in force as of the expiration or termination date of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the inception date of this Contract.

3. **Vendor’s Property Insurance**

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

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

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

3.3 The Vendor (or Subcontractor) storing, transporting and/or delivering the products or materials purchased by the Board under this Contract shall be responsible for payment of any deductibles applicable under this transportation insurance, employee dishonesty insurance or other property insurance applicable to the incoming goods.

4. **Indemnification**

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

5. **Waiver of Subrogation**

To the fullest extent permitted by law, the Vendor and its invitees, employees, officials, volunteers, agents and representatives waive any right of recovery against the Board of Education of Harford County for any and all claims, liability, loss, damage, costs or expense (including attorneys’ fees) arising out of the supply, delivery or installation of any products or materials provided by Vendor under this Contract. Vendor specifically waives any right of recovery against the Board and its elected and appointed officials, officers, volunteers, agents and employees for personal injury (and any resulting loss of income) suffered while
working on behalf of the Board as an independent contractor. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Vendor shall advise its insurers of the foregoing.

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

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

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

To the fullest extent permitted by law, the Vendor shall be solely responsible for any loss or damage to property of the Vendor or its invitees, employees, officials, volunteers, agents and representatives while such property is on, at or adjacent to the premises of the Board.
Bid #20-JHM-033
Band Uniforms for Havre de Grace High

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

BID SPECIFICATIONS

BID #20-JHM-033
Band Uniforms for Havre de Grace High School

1. GENERAL INFORMATION

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 and General Terms and Conditions, are intended to furnish and deliver band uniforms and related accessories to Havre de Grace High School located at 445 Lewis Lane, Havre de Grace, MD 21078.

1.2 It is the intent of these specifications to provide prospective bidders with complete information relative to the total performance of any resulting Contract. Bidders are obligated to read and understand all parts of this Invitation for Bid and to obtain clarification of any part not thoroughly understood.

1.3 This contract will be coordinated through Havre de Grace Middle/High School.

2. SPECIFIC CONDITIONS

2.1 It is the sole responsibility of the Bidder to call to the attention of Jennifer Horner at Jennifer.Horner@hcps.org, of any discrepancies in specifications, IN WRITING, at least FIVE (5) working days PRIOR TO THE OPENING OF THE BID. Any errors, omissions or incompatibilities noted after the bid opening shall be the Bidder’s responsibility and shall in no way release them from performing all work in accordance with good practices and in accordance with the true meaning and intent of the Scope of Work and the Specifications for this project.

2.2 No bid will be considered from any person, firm or corporation who has defaulted in the performance of any contract or agreement made with Harford County Public Schools, or conclusively shown to have failed to perform, or complete on time, a contract(s) or project(s) of similar nature. HCPS will consider past performance, i.e. the quality of services of bidders who have previously contracted with HCPS for similar services.

2.3 The documents contained within this Invitation for Bid, constitutes the only terms and conditions agreed upon between HCPS and the Awarded Bidder. Modifications, alterations, changes or amendments must be agreed upon in writing and signed by both parties.

2.4 Bidders providing incomplete or inaccurate information to HCPS are subject to immediate termination of the contract or rejection of their bid as non-responsive.

2.5 Bidders are solely responsible for their expenses, if any, in preparing a response to this Invitation for Bid.

3. FORM OF PROPOSAL

3.1 All pricing must be submitted on the Bid Form; all blank spaces shall be filled in and properly signed.

3.2 Bidders must state on the Certification Form, the mill from which material is to be obtained and the description of fabric to be used. Each bidder specifying an alternate shall submit with their
Band Uniforms for Havre de Grace High

Proposal detailed specifications and data sheets on the product bid.

3.3 Pricing on the Bid Form shall include all costs for furnishing and delivering in accordance with these specifications – delivery costs must be included in the unit price.

3.4 In addition, any exceptions to the specific items must be clearly indicated on the Deviation Form. Merely providing a vendor name or stock number is not a satisfactory means of expressing an alternate item.

3.5 Due to possible changes and/or additions to the solicitation package, HCPS requests that bidders delay submission of their bid package until after the date that questions are due, to allow time for the possible issuance of an addendum. All changes will be processed through appropriate addenda.

4. AWARD

4.1 Harford County Public Schools intends to award to one (1) vendor in its entirety, to the responsive and responsible bidder meeting the specifications.

4.2 Harford County Public Schools reserves the right to award the Contract to the Bidder offering the best value, and not necessarily to the firm bidding the lowest price. The over-all appearance, style and fit of the uniform, quality of trims and accessories, plus special features a particular manufacturer may have that makes the uniform more practical or serviceable along with warranty coverage and Uniform Management software will be major factors in awarding the contract.

4.3 Harford County Public Schools shall be the sole judge as to whether items meet specifications or are an approved equal.

4.4 HCPS may reject any bid which contains omissions, altered forms, additions, or imposes conditions or offers alternate items. HCPS may make any award which is deemed in the best interest of Harford County Public Schools or make no award at all, at its sole discretion.

4.5 Harford County Public Schools reserves the right to accept or reject any or all bids and to waive any informalities in bids received whenever such rejection or waiver is in the best interest of HCPS.

4.6 Conditional or unbalanced bids will not be accepted and may be deemed non-responsive.

4.7 HCPS reserves the right to reject any bid if the evidence submitted by a bidder, or from the investigation of such bidder, fails to satisfy HCPS that such bidder is qualified to perform the obligations of the contract.

4.8 HCPS does not guarantee that all or any work will be done and reserves the right to reject all bids and to re-bid at its sole discretion.

5. PRICING

All items must be delivered without charge other than that of the bid price, per unit quantity. All costs of measuring, furnishing, delivering, supplying samples and unloading of uniforms shall be incorporated into the bid price, per unit of quantity. ALL PRICES SHALL BE FIRM FOR SEVEN (7) MONTHS FROM DATE OF BID OPENING.

6. BILLING AND PAYMENT

6.1 Harford County Public Schools will issue a Purchase Order for the items listed on the Bid Form. Invoices must be submitted to the Accounts Payable, 102 S. Hickory Avenue, Bel Air, MD 21014; referencing the Purchase Order number and/or Contract number.
6.2 Each invoice shall be fully itemized. Invoices shall include quantities, product description, and price for each item.

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

7. **GUARANTEE/WARRANTY**

7.1 The Awarded Bidder shall unconditionally guarantee the materials and workmanship of all uniforms, and accessories furnished by them for a period of five (5) years from date of acceptance of the items delivered. If, within the guarantee period, any defects or signs of deterioration are noted which, in the opinion of Harford County Public Schools, are due to faulty design, workmanship or materials, upon notification, the Awarded Bidder at their expense, shall repair or make adjustments to correct the condition or they shall replace the uniform in part or in its entirety to the complete satisfaction of HCPS. These repairs, replacements or adjustments shall be made only at such times designated by an authorized representative of HCPS at a time least detrimental to the musical program.

7.2 All woolen, dac-woo or polyester uniforms are to be warranted in writing for no less than then (10) years. The warranty must not prohibit alterations being made by band members or their parents by designating professional alterations as one of its restrictions. Statements concerning expected retention or wearability periods are not acceptable as Raeford first quality fabric should always have a retention value of 12-15 years. Warranty should detail the responsibilities of the parties to keep the warranty in force.

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

8. **TAXES**

Sales to the State of Maryland or any of its political subdivisions are exempt from retail sales tax.

9. **PROTECTION OF WORK AND PROPERTY**

The Awarded Bidder will be held responsible for any and all damage to Harford County Public Schools property done or caused by the Awarded Bidder or other personnel engaged in the execution of this contract. They shall be similarly responsible for all injury to any person that occurs as a result of their actions or negligence. They shall take proper safety and health precautions to protect the work, the workers, the public and the property of others. The Awarded Bidder shall also be responsible for any and all damage to adjacent property incurred in the performance of the Awarded Bidder and hold Harford County Public Schools free from any and all claims for damages arising from the execution of the work.

10. **SUBSTITUTIONS**

10.1 Brand names used are intended to be descriptive and not restrictive. Bids may be considered on models, brands, or products of manufacturers other than those specified.

10.2 Bidders must state in their bid proposal the trade name of the item they intend to furnish, the unit price, and the total delivered price for each item bid. Bidders offering any item other than the specific make, brand, or manufacturer named in this bid must so state in each instance or their bid will be considered as being based upon furnishing the specific make, brand or manufacturer named in this bid. Bidders shall submit along with their proposal samples, descriptive literature and supporting data, sufficient in detail to permit evaluation of the item offered without further reference. FAILURE TO COMPLY WITH THIS PROVISION SHALL RESULT IN THE REJECTION OF THE ITEMS BEING BID.

10.3 Bidders seeking alternate manufacturer approval as equal on this project will have the burden of proving, to the satisfaction of HCPS, that the alternate is an approved equal. HCPS reserves the right to determine when an equivalent shall be accepted, and when accepted, whether or not the
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substitute represents a true equal against the described bona-fide requirements.

10.4 Deviations from Specifications

10.4.1 Any deviation from these specifications must be documented on the enclosed Deviation Form. It is the intent of the school for the uniform to be manufactured strictly adhering to these construction and design specifications and deviations are not expected. If deviations are not documented fully, the Bidder may be disqualified.

11. SUBCONTRACTORS

11.1 Awarded Bidder shall not subcontract out any portion of this Contract without prior approval from HCPS. **No exceptions.** Any Awarded Bidder using subcontractors not approved by HCPS, may be subject to termination for cause.

11.2 The Awarded Bidder shall not, without prior written consent of HCPS, assign any of the moneys payable under the Contract.

12. SAMPLE REQUIREMENTS

12.1 Samples are required **before** the bid opening and shall be **separate** from the Bid Form and required documentation. Samples shall be plainly marked with the name of the Bidder, the Bid Number “20-JHM-033” and “SAMPLE”. All samples shall be addressed to HCPS Purchasing Department, 102 South Hickory Avenue, Bel Air, MD 21014, Attn: Jennifer Horner.

12.2 Samples not submitted timely or are not marked properly, may not be considered.

12.3 Failure to submit a sample, will deem bid non-responsive.

12.4 Samples will become the property of HCPS and will not be returned to the Vendor.

12.5 All samples shall be furnished at no cost to Harford County Public Schools.

12.6 Bidders must submit an exact sample uniform. This sample uniform must be in the same color as the uniform proposed; it should reflect the exact style, and must reflect the tailoring details as would be found in the uniform being proposed, and of the uniform which would be furnished if awarded the Contract.

12.7 Submittal shall consist of exact samples of the marching band uniform coat and marching band uniform jumpsuit, made in accordance with the bid specifications. Stock samples of the baseball cap, shako, plume, hat box, hanger, and garment bag are acceptable. Sample uniform should be a male size 38 regular.

12.8 Where special construction features are specified, these must be furnished with the bid showing the manufacturer’s version of the feature. All major items being proposed must have a sample presented for comparison. It is to be completely understood that it is the intent of HCPS to have all items examined carefully to compare quality for evaluation. HCPS reserves the right to open the lining of the sample provided for examination of workmanship of the inner construction.

12.9 Liberal-sized samples (minimum 5”x7”) of the materials the Bidder intends to furnish should be attached to the Bid. This must include fabric and overlay material. These samples should be properly labeled as to weight, composition, lot number, shade number and fiber content as required by Federal laws. Bidder must state mill weight and indicate if fabric samples are mothproofed and treated with a water repellent on the Certification Form.

12.10 Fabric swatches must accompany each bid invitation, unless an exact sample uniform has been
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provided. When using wool or dacron/wool materials, a “Kaumagraph” MUST appear on the back of the fabrics (except white) ensuring a first quality fabric. The “Kaumagraph” used on sample uniforms made of dacron/wool and 100% wool fabric is found on the inside of the garment. NOTE: “Kaumagraphs” need not appear on fabric swatches.

12.11 The Awarded Bidder, when notified of the award of the Contract, will make up and submit for final approval one (1) complete sample of the remaining items in the style, material, and color combination finally selected with strict adherence to the specifications. After sample item has been approved, it shall be returned to the Awarded Bidder for duplicating purposes.

12.12 The Awarded Bidder agrees to make such reasonable changes from the original sample as may be desired.

12.13 It is understood that the balance of the order is contingent upon the acceptance of the sample uniform and written approval forwarded to the Awarded Bidder from HCPS.

12.14 Failure of the delivered items to meet these specifications or to be of equal quality of the sample shall release Harford County Public Schools from any oral or written obligations of the contracting manufacturer of their agents or dealers and shall enable HCPS to place the order with whomever HCPS pleases without obligation or restrictions as to the manner of purchasing. The difference in the open market cost and bid price may be at the expense of the Awarded Bidder.

13. QUANTITIES

Quantities indicated on the Bid Form are anticipated estimates and are not to be construed as being maximum or minimum. Although thought to be accurate, the quantities given may be adjusted based on budget allocations or availability of other funding sources and financial limitations. Unit prices bid will be used. The Contract shall be for the actual quantities ordered by Harford County Public Schools.

14. IDENTIFICATION RECORD

14.1 The Awarded Bidder shall supply for each major garment item identification numbers sewn into the individual pieces to allow for quick and easy issue. Coats and jumpsuits shall have woven numerals. Jumpsuits shall include inseam and waist size information for future reference. Coats shall have chest size and length indicated on a linen ticket.

14.2 Included as part of this identification record shall be a computerized inventory control program specifically designed for assigning and tracking of uniform history. The Uniform Management System will manage student information regarding the assignment of band uniforms and is alterable on a continuing basis as sizing needs change. The program will contain an Auto-Assign feature which automatically assigns uniform pieces to the students based on their entered measurements. In addition, the student database will include full contact information for student and guardian and will possess the ability to generate address labels and garment bag identification tags. The system will also produce student uniform rental/usage agreements as needed.

14.3 Uniform Management Software (UMS) Program shall have the following:

14.3.1 “Cloud” or “web” based.

14.3.2 Assigns uniforms based on a few measurements or pieces of information.

14.3.3 Accessible with any desktop or laptop computer or any handheld device wherever an internet connection is available. The software shall be compatible with Microsoft Windows 10.

14.3.4 Accessible with login and password that can be adjusted and changed by the user.
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14.3.5 Free of the need for “upgrades” performed by the customer. All upgrades will be performed by the program administrator.

14.3.6 Have a demo that is available for examination prior to actual purchase of uniforms.

14.3.7 Be provided at no charge and is free of any yearly charges or fees.

14.3.8 Provide online and telephone technical support free of charge.

15. **FINAL MANUFACTURING AND INSPECTION**

15.1 All garments are to be carefully inspected before final packing and shipment. Any embroidered insignia, lettering and designs shall be verified for spelling accuracy and detail. All thread ends are to be picked and cut. Specifications, trim, and details are to be thoroughly checked for each individual garment before shipment. Buttons will be applied and sewn at that time.

15.2 The garment pieces shall be pressed and shaped throughout the entire sewing process to insure proper style and permanency of dimensions. All seams shall be pressed open. A final steam pressing shall be done before shipping, allowing “ready to wear” condition upon receipt by the customer.

16. **AREA REPRESENTATIVE**

Bidder must agree to provide a factory-trained representative to handle all details of the order. Said representative will be responsible for designing, measuring and servicing the order throughout the initial purchase and on a continuing basis. Bidders must list name, address, phone number and e-mail address of the representative in their response.

17. **CUSTOMER INSTRUCTION MANUAL**

The Awarded Bidder will supply a bound booklet containing a printout showing each uniform in sequence from smallest size to largest. The printout will indicate wearer identification number, original wearer and key measurements of uniform, i.e. chest size, height, weight, hat, chest, waist and outseam. The Awarded Bidder will also supply recommended dry-cleaning instructions for the uniforms and all accessory items; specifying precise details on care and cleaning that are to be utilized in future upkeep and maintenance of the items in this bid. The booklet shall also include a size chart for use as a reference in the event of future uniform purchase.

18. **SHIPPING**

18.1 Each uniform is to be thoroughly inspected before shipment. Imperfections shall be corrected before the uniforms are shipped.

18.2 Uniforms are to be shipped complete with hangers (plastic) in 200 lb. test cardboard wardrobe containers. Each wardrobe container shall open from the front and have a metal bar reinforcement at the top with a clasp to prevent hangers from disengaging from the metal structure. Each container shall be marked on exterior to indicate the identification numbers of the uniforms enclosed. The uniforms shall be ready to wear without cleaning or pressing. Accessories may be bulk packed unless otherwise specified.

18.3 In the case of damaged shipment, it shall be the responsibility of the receiver to make an appropriate written notice when signing the carrier documents. The receiver shall inventory for damage and advise the uniform manufacturer in detail.

18.4 Bidder must state on the Bid Form the number of days needed in order to make shipment of uniforms after approval of the sample item.
QUALIFICATION OF BIDDER

19.1 HCPS requires that participating bidders have been a regular dealer in the product(s) specified for a period of not less than two (2) years from date of issuance of this bid. 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 Bidder is to furnish a full-time sales representative to handle all details of the order. This includes measuring and servicing, “after the sale”. Bidder is to provide name, address, phone number and e-mail address of representative(s) who are to be responsible for handling the order. Failure to provide this information after notification from HCPS will deem your bid non-responsive.

19.3 Bidder is to furnish a temporary username and password to enable HCPS to view the site of the Uniform Management System program. It is preferred that the Bidder submit the information with bid submission. Failure to provide this item after notification from HCPS will deem your bid non-responsive.

19.4 Bidder shall submit copy of written warranty. It is preferred that the Bidder submit the information with bid submission. Failure to provide this documentation after notification from HCPS will deem your bid non-responsive.

19.5 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.

19.6 All bidders must not have any “Exclusions” (bidder cannot be debarred or suspended). If the indicator box is “green” and states “Entity” this vendor is not suspended or debarred. If a bidder’s name does not appear after searching, the bidder does not have an “Exclusion”. Visit the following website to ensure compliance: https://sam.gov/SAM/pages/public/index.jsf (HCPS bears no responsibility for accuracy, legality or content of the external site or for that of subsequent links. Contact the external site for answers to questions regarding its content). If the indicator box is “purple” and states “Exclusion” the bidder may be deemed non-responsive.

19.7 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.

19.8 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 accounts presently wearing band uniforms manufactured by company. Uniforms should be two (2) or more years old. Business Name, contact name, when the uniforms were provided, e-mail addresses and phone numbers are required. Failure to submit relevant references may deem bidder as non-responsive.

19.8.1 The references listed will be checked by HCPS. All references must include a contact person who can comment on your organization’s ability to provide this service and their impression of how well your organization fulfilled its obligations under the contract. It is imperative that contact names and information be accurate. HCPS reserves the right to request additional references.
19.8.2 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.

20. **GENERAL CONSTRUCTION AND SPECIFICATIONS**

20.1 It is the intention of these specifications to develop a new uniform design for Havre de Grace High School, to consist of the following components:

- 20.1.1 180 ea Coats
- 20.1.2 180 ea Jumpsuits
- 20.1.3 180 ea Shakos
- 20.1.4 180 ea Plumes
- 20.1.5 6 ea Drum Major Uniforms
- 20.1.6 210 ea Garment Bags with Hangers
- 20.1.7 180 ea Hat Boxes
- 20.1.8 180 ea Baseball Caps
- 20.1.9 30 ea Guard Tunics
- 20.1.10 30 ea Guard Pants
- 20.1.11 30 ea Practice Flags
- 20.1.12 30 ea Performance Flags
- 20.1.13 30 ea Guard Gloves
- 20.1.14 30 ea Flag Poles
- 20.1.15 1 ea Uniform Management System

20.2 Coats, jumpsuits, and all major parts of the uniform are made to fit the nearest stock size from the information supplied by the company representative. This is done for a better year to year fitting program and allows more fitting flexibility. Exceptions are made on unusual sizes wherein the garment is cut and produced to the measurements taken by the company representative.

20.3 **Fabric Specifications**

20.3.1 Dacron/Wool blend fabrics must be cold water and alcohol sponged, decated and inspected. The Certification Form provided with this proposal should be completed and returned with your bid. Since this process is critical in the avoidance of excessive shrinkage, failure to submit this certification in writing may be cause for disqualification of the Bidder.

20.3.2 Examine all specifications carefully. It is the intent of the buyer to audit each sample for strict compliance to the specifications. These specifications encompass methods and materials yielding only the highest quality garment, through specifying only the highest quality materials, components, accouterments and designate only time-proven tailoring of the highest standard. Make note that some methods and materials have been judged inferior and unacceptable and are so noted herein. These standards are so stated to ensure a garment having a functional lifetime retention period of at least 8 to 10 years, with normal care and maintenance being exercised.

20.3.3 **Woolen Materials**: Mill and Mill-Weight are listed in the Uniform Specifications with required shades. When specified, this refers to Premium Quality 100% all wool fine wale whipcord:

20.3.3.1 Having been specially treated with the exclusive double dyeing process using CHROME BOTTOM DYES, applied in the most effective manner known, insuring color consistency lot after lot.

20.3.3.2 London cold-water sponged and live steam shrunk, meeting United States Standard Shrinkage Specifications of not more than 1%.
20.3.3.3 Treated with water-repellent finish by the immersion method, thus imparting water repellency by yielding to not less than a 100-spray rating and ensuring additional resistance to wear by abrasion. Spraying treatment not acceptable.

20.3.3.4 Treated with nationally known and recognized process insuring COMPLETE GURARANTEE against moth or silverfish damage. This process must be applied by the immersion method and no spray-on treatments will be acceptable.

20.3.4 Dacron-Wool Materials: Mill, Mill-Weight and specific shades are found in the Uniform Specifications. This material, when specified, refers to material containing 55% Dacron Polyester and 45% Wool. As will all woolen materials, this will be first quality with no flaws or imperfections allowed. This material must be finished with S.E.T. or Zepel scientifically engineered Crease Retention and Stain Resistant treatments, thus protecting the materials against both oil and water-based stains, as well as assuring the best possible crease retention. The material is to be permanently moth-proofed and guaranteed in the same manner as the all-wool material above. Water repellency to be insured by proper treatment.

20.3.5 Polyester Materials: Specific shades are found in the Uniform Specifications and as with all-wool and dacron wool materials, will be first quality with no flaws or imperfections. The material is, by its nature, a water and stain repellent fabric, thus eliminating the need for a special treatment. Because there is no wool content, moth-proofing this fabric is not necessary.

20.3.6 All Bidders are to submit along with their bids, a Certification Form stating that the fabrics used in the manufacture of the uniforms will be exact materials called for in the specifications and will be FIRST QUALITY. This certificate must be signed by an official of the Company. Bidders not furnishing this certificate may be disqualified. No fabric deviations acceptable.

20.3.7 Fabric must meet the following characteristics:

20.3.7.1 Performance for the Life of the Garment
20.3.7.2 Evaporative Cooling by Lifting Moisture Away from Wearer
20.3.7.3 Stain Resistant
20.3.7.4 Wrinkle Resistant
20.3.7.5 Quick Drying
20.3.7.6 Mechanical Stretch
20.3.7.7 Odor Management
20.3.7.8 Washable and Dry Cleanable
20.3.7.9 Color Fast
20.3.7.10 Durable

21. **BANDSMAN COAT SPECIFICATIONS**

21.1 General – Due to the unique requirements of a band coat (relative to the number of different wearers, minimum care received, wearing conditions and life expectancy), special patterns, materials, design and construction methods must be applied.

21.2 Patterns

21.2.1 Coat patterns are special band uniform patterns with additional "ease" to allow for freedom of movement, wearing of clothing underneath and the convenient re-issue from year-to-year. Fashion or standard patterns do not allow enough room. Merely
up-grading to oversized patterns will result in an unsightly and cumbersome fit.

21.2.2 Computer generated patterns will provide proper fit for all male and female band members, with no restrictions or limitations as to chest size. Likewise, sizes will be assigned in needed “lengths” from XXS through XXL. Coats will be patterned for EACH even numbered chest size, rather than just generic S, M, L, etc.

21.2.3 Patterns are to be marked and graded using a computerized system to ensure accuracy and updated patterns.

21.3 Sizing

21.3.1 Measurements will be taken by a factory-trained representative.

21.3.2 Sizes are analyzed by a sizing computer system assigning the closest standard proportion size to each wearer in order to permit re-issuing in subsequent years and to provide a reasonable fit for the initial wearer.

21.3.3 In the event the initial wearer cannot wear a standard proportion size, a special pattern will be employed to insure a reasonable fit.

21.4 Coat

21.4.1 Coat linings are cut from a separate set of patterns designed to fit each specific coat size and style. Linings are not cut from coat shell patterns then cut down to try and fit.

21.4.2 Linings are “FIRST” quality polyester twill, non-toxic, perspiration resistant and preshrunk to washable standards. Linings will have no less than 124” x 72", 150 Denier in both the warp and fill, meeting government specifications.

NOTE: “Patterned” linings of men’s fashions fabrics are not durable in the heavy-duty uniform usage.

21.4.3 The coat lining has a ½” vertical pleat running up the center back. This allows fullness, fit and comfort to the overall performance of the coat.

21.4.4 In the armhole area, the coat lining is machine stitched to an ensemble including the outer coat fabric, shoulder pad and sleevehead. Hand sewing or felling does not provide the durability required for armhole construction.

21.4.5 Linings are sewn to the coat bottom edge and reinforced with pre-shrunk tailoring tape. Straight cut long coats will have an additional ½” lining pleat all around the coat bottom.

21.5 Braid (see Section #21.25)

Only first quality braid shall be used for trim. Braid trim ¼” or wider, is sewn down with two rows of stitching on looped trims as well as straight line. In addition, looped trim is reinforced with a layer of non-woven fabric, permanently bonded to the inside coat fabric surface to inhibit puckering tendencies.

21.6 Buttons

High-quality metal buttons shall be used where specified and they shall be attached by sewing, ring and washer or toggle and washer.
21.7 Buttonholes

All coat buttonholes are made with a CUT-FIRST automatic buttonhole machine. The hole is cut first, the edges covered with gimp, then completely sewn to “close” the buttonhole. The buttonhole back is secured and closed with bartack reinforcement. Gimp is 100% cotton glazed #8 and approximately 8 oz., color matched to the buttonhole thread.

21.8 Zippers

21.8.1 Zipper to be heavy duty YKK, 9/16” tape, autolocking pull-slide of brass, or equal.

21.8.2 Coat zipper tape shall be bar-tacked top and bottom and sewn to the surface of the facing, not sandwiched in between shell fabric and facing.

21.9 Interlining

21.9.1 The interlining has optimum four-layer construction. More than four layers creates “STIFFNESS” in the coat fronts, resulting in difficult and uncomfortable arm lift maneuvers in marching bands. Less than four layers results in flimsy construction and therefore a rumpled appearance and reduced durability. In keeping with individual patterns for coat shell fabrics and the linings, higher quality control and an elevated level of haircloth quality is obtained by these multi-layered interlinings being patterned, cut and assembled “IN HOUSE” at the uniform manufacturer’s facility. This basic construction practice enhances the fit and comfort of the individual uniform (as opposed to “making do” in purchasing these multilayered ensembles and cutting them down to fit the “hundreds” of patterns required for each coat style and chest size).

21.9.2 The main layer of the interlining is a Hymo haircloth. This “hair canvas” is 35% genuine natural hair, 47% rayon and 18% polyester fibers. It is sanforized and double pre-shrunk with A.V.S. water repellent application. This canvas is 100% soakable with no shrinkage nor loss of rigidity. The layer extends the complete length of the coat front, from shoulder seam down to the coat bottom.

21.9.3 The second layer is a resilient 27.6% rayon/72.4% polyester canvas “MONO-FLEX” chest piece 4.2 oz in weight. Its dimensions are 6” wide x 6 ¼” long and extends downward from the upper chest area.

21.9.4 The third layer is another piece of hair canvas (as per “B” above) 8” wide and 12” long, extending downward from the upper chest area, and completely covering the MONO-FLEX.

21.9.5 The fourth layer is a ¼” thick padding of 3.6 ounce 100% polyester non-woven material that is soakable and non-shrinkable. This white chestpiece pad extends approximately 6” below the armhole.
NOTE: In white coats and other light color fabric shades, a piece of thin Poly-sil white curtain is added to prevent “shadowing” of the haircloth interliner through the outer coat fabric.

21.9.6 This entire multilayered interliner shall be sewn together with a series of eight to ten rows (depending on chest size) of zig zag stitching spaced approximately 1” apart. This is the optimum number of rows as recommended by the garment industry standards. Too many rows will reduce the flexibility, comfort and fit. Too few rows will limit durability and lifetime.

21.9.7 The interliner is then secured to the coat shell fabric and coat lining, in the neckhole, armhole, bottom front and along the coat closure edge. A tailoring tape is included in these seams for added durability. The interliner is NOT sewn into the shoulder seam nor the side of the coat. This allows flexibility and “give” to the entire coat front construction.

NOTE: All tailoring tape is 100% PIMA cotton and triple cold water shrunk. Fused front interliners are not acceptable.

21.9.8 On soft collar concert/blazer coats the lapel portion of the canvas shall be padded to the lapel section of the coat with a series of multi-rows of blind stitching at close
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intervals no more than \( \frac{1}{4} \)" apart. This section shall be hand shaped and a \( \frac{3}{4} \)" cotton bridle tape shall be applied by two rows of blind stitch to ensure body contour, permanent lapel shape and reinforcement to prevent stretching.

NOTE: The above construction is a time proven, traditional procedure. Under no circumstances are the haircloth and sewing operations to be substituted with a fusing or gluing operation. Certain areas of the coat should have a small reinforcement piece of pellon fused to the outer fabric. These will be designated and detailed later; they serve as essential parts in the overall durability and appearance of the garment. However, as previously stated, the large chest pieces and foundation interlining must NOT be fused.

21.10 Armholes

21.10.1 Armholes shall be oval shaped and allow sleeve to be pitched forward 3-4 degrees to maximize comfort and ease of movement with minimum distortion to the coat.

21.10.2 The armhole shall be reinforced with \( \frac{1}{4} \)" pre-shrunk cotton tape all around to prevent stretching in the armhole.

21.10.3 The entire armhole shall employ machine lock stitching. Hand or machine “felling” will not be accepted.

21.11 Shoulder Pads

21.11.1 Shoulder pads shall be high quality, dry-cleanable and non-absorbent.

21.11.2 Shoulder pad size shall be minimum 9" long x 4 ½" wide on regular width coat styles. Special “extended width” shoulder coats will have a larger shoulder pad measuring 9" long x 6 ½" wide.

21.11.3 Shoulder pads are a “hardform” construction, consisting of several layers of non-woven material. The layers are permanently attached together with a “needlepunch” process. Among the layers, near the top side, is a reinforcing ply of scrim, which adds dimensional stability to the assembly. A final layer of natural fiber is applied as a covering. The shoulder pads are guaranteed for the lifetime of the garment. Dry cleaning is recommended, but the shoulder pad is also compatible with water.

21.11.4 Shoulder pads consisting merely of PIMA cotton covered with a porous fabric and held
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together with loose basting stitches, will not endure the many years of dry cleaning, exposure to the elements and the demands of marching band wear. The tendency is for a "wadding" of the cotton core. This type of shoulder pad is NOT acceptable.

21.12 Sleeve Heads

This provides fullness and shape to the top of the sleeve as it is sewn to the coat body. It consists of a separate strip of material used for the white chestpiece pad of the interliner (9E). The sleeve head has a length of 14" and is equally positioned over the shoulder, to the front and back of the upper sleeve seam. The finished width is 2 ¼" at lower front, and tapers to a 1 ¾" width at lower back. The construction consists of a ¾" turnback on the armhole edge, and has a seam spaced ½" from the edge. Sewn into the lower front portion of the white pad strip, is a 2 ½" x 4 ½" piece of "haircloth" as described in the Interliner section (9B). The result of this "IN HOUSE" manufactured sleeve head is a substantially improved "body" in the entire sleeve/shoulder area, particularly when lettering or other embroidery trim is specified.

Sleeve Head

21.13 Sleeve Stitching

21.13.1 Sleeves shall be set with machine lock stitch to insure proper distribution of fullness and durability.

21.13.2 Fullness shall be sheered in by top-feed sewing machines.

21.14 Armhole Lining Finish

21.14.1 The bottom of the sleeve armhole shall be lock-stitched through two layers of lining, two layers of fabric and armshield.

21.14.2 The top shall be sewn through the coat lining, sleeve fabric, sleeve head, shoulder pad and shoulder strap with lock stitching.

21.14.3 The entire armhole has tailoring tape all around.

21.14.4 “Felling” by hand or machine is not acceptable when closing the armhole.

21.15 Taping

21.15.1 Seams in high stress areas are reinforced with tailoring tape to prevent stretching and add durability to the seam. These tapes are pre-shrunk.

21.15.2 Areas of this taping procedure include the following:

21.15.2.1 All around the neck opening where collar joins the coat.

21.15.2.2 Shoulder seams from collar (neck opening) to sleeve seam - except
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canopy coats.

21.16  Pockets

21.16.1  All inside pockets shall be constructed with a pocket welter and shall be reinforced with a non-woven fabric.

21.16.2  Pocketing material shall be 80/20 poly cotton, 100% poly fill, pre-cured finish, 3.05 YPP, 78/54 twill weave.

21.16.3  Upper and lower welt of the inside breast pocket is to be 100% polyester material and pellon backed.

21.16.4  Pocket bag shall be constructed on one piece of pocketing with no open seams at the bottom.

21.16.5  There shall be a tack at each end of pocket opening through all layers of pocketing. Tacks shall be concealed.

21.16.6  Pockets made of lining or lightweight material shall not be acceptable.

21.17  Sleeve Cuff Turn Up

21.17.1  Sleeves cuffs will have an approximate 2 ½" turnup, which incorporates both the coat sleeve fabric and lining. This turnback includes a 3/8" binding at the top edge.

21.17.2  Sleeve length alterations are accomplished by removing the blindstitch and re-sewing at the desired length.

21.18  Sleeve Cuffs

21.18.1  Sleeve cuffs without trim in the cuff area are reinforced with a 5" width of non-woven material, bonded permanently to the inside of the coat fabric. As the sleeve is then
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21.18 Sleeves

21.18.2 Sleeves with extensive cuff trim (appliques, inserts, looped braid designs, embroidery) are given the same reinforcement layer of non-woven material, but this layer is extended an additional 12" up toward the elbow area. This addition prevents puckering tendencies created by use of fabrics, braids, etc. which each have different coefficient of stretching.

21.18.3 Shoulder lettering and embroidered logo trim have a reinforced backing layer on the inside of the sleeve.

21.19 Armshields

21.19.1 The armshield is engineered to minimize the long-term effects of perspiration over the lifetime of the garment. Perspiration consists of moisture, salts, weak organic acids and body oils. A whipcord fabric having WICKING properties is specified for use as the armshield. (“Felt-like” fabrics that retain perspiration are not in the best interest of the garment). In addition to the wicking property, this whipcord shield has soil release, high permeability for airflow, and exhibits rapid evaporation.

21.19.2 The armshield is approximately 4" x 4" in dimension, bound with double folded bias rayon on both sides and the bottom, then machine sewn into the armhole.

21.19.3 Tensile strength and resistance to abrasion are additional advantages of whipcord armshields as compared to a “felt-like” material. The minimum abrasion quality is 10,000 on the STROLL FLAT test.

21.20 Shoulder Straps

21.20.1 Both the upper and lower layers of the shoulder strap are innerlined with permanently bonded, non-woven material. This four-layer ensemble is secured with an inside hidden stitch then top-stitched all around the edge, set in approximately ¼". These layers are die-cut to insure exact conformity in shape and size, throughout the lifetime of the garment.

21.20.2 Buttonholes are the CUT-FIRST style, having all raw edges reinforced with gimp, then solid stitching as described earlier in the Buttonhole section (item 7).
21.21 Standing Hard Collar

21.21.1 Collars are one of the highest stress areas in the coat. The following construction process and features are the standard for the industry. Deviations and shortcuts will exhibit a lesser quality. The collar and matching removable collar liner are cut from curved patterns. This allows a front “drop” to fit the downward front slope of natural human body configuration. These items are NOT to be cut in a straight pattern.

21.21.2 From the inner collar lining to the outer coat fabric, there is a total of six layers in this quality collar construction. From inboard to outboard, these layers are:

21.21.2.1 Collar lining of whipcord fabric, same as the Armshield section (Section #21.19) for durability, wicking and tensile strength.

21.21.2.2 Non-woven material, permanently bonded to inside of collar lining, allowing a double layer for reinforcing the nine gripper fastener posts.

21.21.2.3 The next three layers consist of the heavy-duty mylar foundation base, which has a layer of non-woven, permanently bonded fabric to EACH side of the mylar. This triple layer foundation base is bound all across the top edge with a double folded, non-woven fabric tape, with stitching through and through.

21.21.2.4 The sixth layer is the outer coat fabric, which is that portion of the collar being readily visible.

21.21.3 The remaining three layers of the collar assembly consists of collar lining, bonded non-woven reinforcing layer and the outer coat shell fabric. These layers are sewn to the top edge of the triple layer foundation base. The outer coat fabric layer is cut to allow a double beaded fold over, along the top edge of the collar.

NOTE: All stitching and seams are “internal” and NOT visible.

21.21.4 A heavy duty, nickel hook and eye hardware set, is permanently riveted through the inner five layers of the collar assembly (omitting the outer coat fabric), the hook at the right front with the eye at the left. This hardware is set at an angle to establish “tension” which keeps the hardware in a closed position, secured by its own weight.

NOTE: The entire sewing operation in the construction of the collar is “machine-sewn”. Hand sewing simply cannot insure the required durability.
21.22 Collar Liner (Removable)

21.22.1 This removable liner is constructed of two layers of whipcord fabric having a double folded bias binding tape all around the entire liner. A bartack is added at each end. This liner fabric is the same as used to make the armsguards and collar lining. That is, it has properties of soil release, wicking, durability and breathability. The positioning of the gripper snap sets, provide for the liner to extend 1/8” above the top edge of the collar. This affords protection from perspiration, cosmetics, etc. getting into the collar fabric.

21.22.2 There are nine, nickel plated gripper fastener rings set into the removable collar liner. These are positioned to match nine gripper fastener posts built into the inside collar lining. The collar and liner are patterned having the top edge of the collar with a smaller circumference arc than the bottom edge of the collar. This results in an engineered curve to the collar ensemble, to better fit the shape of the neck and chest “drop” of the human body.

21.22.3 Each collar liner is cut from its own sized pattern, to fit the intended coat size. Since the collar liner is washable, a “laundry-proof” permanent number is imprinted on the inside back portion of the liner. The number matches the identification number of the coat.

21.23 “WRAP” COAT COLLAR

The standing collar on the wrap style coat is “soft”, in that there is no inner layer of stiff mylar. This collar generally measures 1 ¾” finished width. The inside lining is a coat shell whipcord having a permanently bonded layer of non-woven fabric to reinforce the collar. The outer layer of the collar is also a coat shell whipcord, having a reinforcing layer of monoflex (resilient canvas of 27.6% rayon/72.4% polyester – 4.2 oz. weight) stitched in. This results in a reinforced “soft” collar having four layers. All exposed edges are turned inward with an invisible row of stitching. A visible row of topstitching is added all around the edge. There are no exposed, rough edges.
21.24 Soft Collar

21.24.1 Soft collar lapel coats shall have ¾” non-bias bridle tape blind stitched to the canvas and through the back side of the outer shell of the garment so the lapel will roll and stay in a permanent position. The bridle tape will be worked in approximately ½” to give proper curvature over the chest area.

21.24.2 Lapel coats are to have not less than seven (7) rows of blind stitching, catching the canvas and outer shell, applied under curved tension, giving fullness to the lapel for proper roll and permanent shape.

21.24.3 Non-bias ¼” cotton tape shall be applied on the leading edge extending from the base of the collar down the front and around to the edge of the canvas.

21.24.4 One-half inch 2-way fusible tape shall be used to secure facing to coat front for added stability and appearance.

21.24.5 The under collar is to be made of a double-thickness under-collar cloth.

21.24.6 All edges shall be topstitched (with the exception of satin lapels) through and through, from the facing edge through coat front lapels and collar to the opposite edge. Topstitching shall be 1/8” from edges as with welt pockets and pocket flaps.

21.25 Coat Trim

21.25.1 All trim must be sewn to the outer coat fabric before the lining and interlining are joined to the coat. Trim sewn through the interlining and lining is not acceptable.

21.25.2 Braid trim of ¼” or wider is sewn down with two rows of stitching. This includes looped trims as well as straight line. In addition, looped trim is reinforced with a layer of non-woven fabric, permanently bonded to the inside coat fabric surface, to inhibit puckering tendencies.

21.26 Special Coat Styles

21.26.1 Certain coat styles will require a “Memory Recovery” system across the upper back and shoulders. This includes coat backs with bi-swing pleats in each upper back
sleeve seam, and an inverted pleat style having a bi-folded expansion “pocket” in the center back seam, at the upper shoulder level. The seamless canopy style coat also requires this “Memory Recovery” system, due to the under construction across each shoulder.

21.26.2 The Memory Recovery system is a 2 ¼” wide panel of heavy-duty light weight elastic, made of 90% (70 denier) nylon and 10% (140 denier) Spandex. It is sewn into each sleeve seam in the coat back area and extends fully across the coat back. When the wearer of this coat style is in an arms down position, the system is relaxed. During an arm lift maneuver the entire coat back experiences stress and pulling across the shoulders. The Memory Recovery system brings the various fabrics, folds and coat parts, back to the original “EASE” position when arms return downward. This entire process prevents unsightly bulging. The durable elastic panel is included in the manufacturer’s warranty.

21.27 Seams

The center back seam and side body seams shall be 5/8”. Seams are to be plain with a minimum of 1 ½” total outlet in the side body seams and ¾” in the back seams. Coat is to be completely machine stitched except in areas where tailoring or appearance necessitates other methods. The ends of all seams and stitching shall be back-stitched not less than ¼”. Thread breaks of all stitch types must be secured by stitching back from break ½” to 1”. Coat is to be tailored with a four-piece back, comprised of a center back seam and two additional back body seams curving from sleeve seam downward and running out the coat bottom. Two-piece backs are also available as a buyers option, for a “sack” style coat.

21.28 Thread

There shall be different types of thread used in various operations depending upon the need for strength, fullness, elasticity and smoothness. Padding of lapels and sewing of the bridle tape is to be done with three-cord cotton mercerized thread. Other sewing operations use perma cord size 50, two-cord thread. All threads used are to be heat resistant, vat dyed, sunfast, dry cleanable and moisture proof. In areas of multiple color trim panels, a monofilament thread may be indicated. This thread is a 330 denier and has a .008 diameter rating. The manufacturer’s warranty includes all threads used throughout the uniform construction.

21.29 Styling Specifications

21.29.1 Fabric – White, Maroon, and Black

21.29.2 Style – Fully construct waist length coat with a sharp point at the bottom center. The coat back to be cut straight.

21.29.3 Closure – Back butted maroon nylon zipper that will zip down.

21.29.4 Details – Fully constructed coat that allows the coat to be “professional laundered and machine washed”. The coat performance-wear lining for maximum breathability and comfort for the wearer. Lining is to be woven to absorb and evaporate moisture rapidly by capillary effect. The absorption, diffusion and evaporation system of the lining is to maintain cool body temperature and excellent comfort for the wearer. The coat shall also have performance-wear canvas that is fully machine-washable. The coat shall have snap tab at the cuffs to allow for adjustable hems without the necessity of sewing. The sleeves shall allow freedom of movement for the wearer.

21.29.5 Front Trim – Entire front is to be sublimated (see description below). Set where the white and maroon sublimated stripes meet at the black sublimated stripe with (4) 30L Glit Dome buttons attached with disc and rings. Also, align with the left edge of the
black stripe.

Sublimination Description: Printed on white fabric. Extend from the left shoulder flush to the left side of the collar with a stripe of black. Stripe to terminate at the point at the coat bottom. Extending diagonally from the right-side seam/armhole are to be four (4) stripes of marron to extend across the black stripe changing to white then to grey then to black. Stripe to have a drop shadow. Extending from the left front should be a black fade with a smudged line pattern.

21.29.6 Back Trim – Maroon with no trim.

21.29.7 Collar – Entire collar of black and to be lined with black. Set down ¼” is a ¼” stripe of white.

21.29.8 Shoulder Straps – Black with ¼” stripe of white set in ¼”.

21.29.9 Upper Sleeve Trim – Left sleeve black and right to be maroon. Both to have fully lined 50/50 sleeves that have “freedom of movement” and are adjustable like a washable coat sleeve but using snap tape. Right sleeve to have 5/8” plain block letters “WARRIOR PRIDE” set in an arc. All maroon direct swiss (tone on tone). Left sleeve shall have 3” tall lighthouse artwork all of white direct swiss with 2” “H” on left side, “d” in middle of lighthouse, and 2” “G” on right side of lighthouse.

21.29.10 Cuff – Right only all around: 4”x 6” peaked cuff of black with a ¼” stripe of white set down ¼” from the top of the cuff. Left only all around: Same placement as the right cuff. ¼” stripe of white.

22. **Jumpsuit Specifications – Aquability**

22.1 General – Jumpsuits are special marching band construction and design. They shall not employ fashion tailoring techniques, materials and patterns that will not withstand the rigorous end use of band uniforms. Fashion pocketing, waistband material and construction, lightweight snaps and hooks are not acceptable.

22.2 Patterns

22.2.1 The patterns and style must be in keeping with the end use of marching, with maximum capability to be adjusted for fitting a variety of wearers from year to year.

22.2.2 They must have ample room for movement and be nonrestrictive for marching, in the seat, thigh and ankle area. The dimensions of a jumpsuit for a 38 regular male, shall not be less than 18” circumference at cuff and 23” at thigh.

22.3 Front Closure

22.3.1 The fly zipper is brass “Y.K.K.” with a double locking slide. There is a metal stop at the base of the fly zipper. The fly teeth will extend completely up to the top of the waistband.

22.3.2 The outside fly consists of the outer shell fabric and an inner layer of shell fabric.

22.3.3 The inside fly is constructed with the zipper tape sewn flush to the edge

22.4 Crotch Reinforcement

22.4.1 There is a “four-way” crotch reinforcement consisting of 80/20 poly cotton, 10% poly fill, 3.5 yard per pound, pre-cured finish fabric.
22.4.2 There are four, two ply sections, one on each side of the intersection of the fly, seat seam and inseams.

22.4.3 Crotch area is clean finished with no pieces extending from top of inseams.

22.5 Inseam

22.5.1 The trouser is unhemmed, with the bottom edge finished all around in a serge stitch.

22.5.2 The inseam will allow ample length for a cuff hem, and is constructed with a flat seam having a 1” outlet.

22.6 Seams

22.6.1 The center back (seat) seam is finished using two rows of locked chain stitching for seam strength and durability. It is a flat seam with a 2” outlet.

22.6.2 The outseam is secured with a safety double seam stitch.

22.7 Permanent Suspenders

22.7.1 Suspenders are made of whipcord fabric. Color shall match jumpsuits. Nylon webbing shall not be used because the adjusting slide will not remain in set position under tension from movement.

22.7.2 Suspenders are two-ply, topstitched, and have interlining for body. This will insure the adjustable slide remaining in set position; suspenders will launder or dry clean as well as the jumpsuit.

22.7.3 All hardware is unbreakable nylon as used in parachutes and life vests; unbreakable, unbendable and not subject to tarnishing or rusting. It will not cause undue abrasion on jumpsuit during dry clean tumbling.

22.7.4 Suspenders are self faced and interlined with pellon. Lining of belting or pocketing is not acceptable.

22.8 Pockets

22.8.1 Pockets are made of the outer shell fabric and are a lateral extension of the zipper fly facings on both sides of the front fly. There are two front pockets in each jumpsuit/bibber trouser.

22.8.2 The pockets are 4” – 5” wide. The pocket depth is 7 ½” along the front fly edge, with a diagonal opening of 5 ½”. The lateral pocket depth is 4”.
Utility Jumpsuit/Bibber
Inside View

Pocket Opening

Pocket Opening

Brass Zipper with locking slide

Pocket
7 1/2" Deep Pocket

Pocket
7 1/2" Deep Pocket

4" Width

5" Width

Front Fly Facing

Front Zipper Closure
22.9 Perimeter Serging

22.9.1 All exposed “raw” edges are finished with a serging stitch of no less than 10 per inch, tight to edge, to prevent fraying.

22.9.2 Serging thread is polyester.

22.10 Styling Specifications

22.10.1 Fabric – Black

22.10.2 Options – Front Zipper and Welt Pocket

22.10.3 Stripe – None

22.10.4 Pockets – Welt on the outer left front.

22.10.5 Details – Stitch in perma-crease. “Racer Back Style”. 18” legs. 1 ¼” shoulder straps of jumpsuit fabric with nylon slides and black elastic in back of suspenders. Inseam sewn with 5/8” seams for let out. 4-way reinforced crotch. 3” let-out in center back, snap tape on back for seam allowance on the out seam and on the front side of the seam allowance on the inseam.

23. SHAKO CONSTRUCTION SPECIFICATIONS

23.1 General – It is important that the shakos be made by the manufacturer of the uniforms. This will ensure that all the manufacturer’s quality control practices will be followed. The practices include (but are not limited to), workmanship consistent with uniform, fabric matching, and timely delivery.

23.2 Body

23.2.1 Shako body is vacuum-formed high impact styrene .135” gauge white plastic and has high rubber content to prevent cracking. Body is pliable and flexible to conform to wearer’s head, in an “oval” shape, rather than circular or round.

23.2.2 There is a separate shell size for each head size.

23.2.3 Each hat has a clear ident-a-peek pocket in the inside top with the size imprinted in ¼” letters for ease of issue. Each ident-a-peek contains a card to identify the wearer. A size sticker is also applied to the inside top.

23.3 Covering

23.3.1 The fabric side covering is pulled down to the bottom edge of the shako body, then turned back 1 ½” up inside the shell. Two rows of stitching secures the side covering to the molded shell. One row is polycore poly wrap thread, lock stitched. The second row is Telex 135 poly tex thread, also lock stitched. This sewing operation extends all around the entire bottom edge of the molded shako body.

23.3.2 The two rows of stitching described in Section 23.3.1 above, secure a total of six layers for maximum durability. These layers, from the outside to inside, are: BOTTOM SIDE BAND, VINYL HEADLINER, SIDE COVERING, MOLDED SHAKO BODY, SIDE COVERING TURNBACK and VINYL HEADLINER TURNBACK.
23.4 Headliner and Special Features

23.4.1 Headliner shall be cotton backed, expanded vinyl with embossed finish. There are six scallops with metal eyelets to receive drawstring for adjustability.

23.4.2 Headliner is turned and sewn with a lockstitch in such a manner to allow for adjustability.

23.4.3 Headliner extends around the bottom edge of the plastic body and stitched through. This results in two layers of material (outer fabric and vinyl headliner) to secure and protect the bottom edge of the shako shell body.

23.4.4 There is a metal eyelet on each side of the hat body where the button prong passes through plastic.

23.4.5 High density polyethylene plume sockets are included and riveted to the body.

23.4.6 A metal spacer is used to affix the front chain to each side button.
23.5 Visor

23.5.1 Visor is non-breakable one-piece plastic, not laminated. It is secured to the shako body with lock-stitch safety sewing.

23.5.2 Visor color is molded through entire body of visor. The material is an engineering grade copolymer with low-temperature toughness, stain proof, fade and discoloration proof, impervious to ultraviolet light (sunlight).
Bid #20-JHM-033
Band Uniforms for Havre de Grace High

23.6 Chinstrap

23.6.1 Chinstrap is ¾” pliable plastic with metal buckle and roller and has a ½” keeper.

23.6.2 There are metal eyelets at chinstrap ends where button attaches (to prevent strap from being torn by button shank).

23.6.3 There is a ¾” nickel-plated brass chinstrap hook at the rear of the shako, attached with a metal clip.

23.7 Buttons

23.7.1 Side buttons are three-piece metal.

23.7.2 Buttons consist of prongs, base plate, and face plate. Side buttons are metal with spread prongs. Plastic buttons are not acceptable.

23.8 Styling Specifications

23.8.1 Style - C-114 +1” Flat Top Shako

23.8.2 Plumeholder – Center Front

23.8.3 Visor – Black

23.8.4 Top Material – Maroon

23.8.5 Side Material – Entire shako to be maroon

23.8.6 Bands – Bottom only of maroon

23.8.7 Ornament – 3” tall Indian head of black and white direct swiss

23.8.8 Chinstrap – Black with a Gilt buckle

23.8.9 Front Chain – ¾” black with ½” white centered on top

23.8.10 Side Buttons – 45L Gilt Dome

23.8.11 Special Trim Details – Metal hook in back of shako for chinstrap. Vinyl I.D. pocket in top of shako
24. **ACCESSORIES**

24.1 Plume – 12” white and maroon intersperse.

24.2 Garment Bag – Maroon nylon with accessory pocket, clear vinyl ID window and one-color screen-print of school band logo.

24.3 Shako Box – Black plastic Shako-Mate.

24.4 Guard Tunic – Material of black illusion mesh, black spandex, maroon glitter mesh. Upper part of tunic to be black illusion mesh from neck-line extending down approximately 6” going from shoulder to shoulder. Black spandex extending from upper chest and going down to waist with slight angle from left waist to right hip going into maroon glitter mesh. Bottom of tunic to be maroon glitter mesh angling down from 6” above left knee to approximately 2” above right knee. 2” gold sequin welt from right shoulder with slight curve and angling to left hip set up 1” on black spandex. A slit from left hip going down to bottom of tunic. Back of tunic to mirror front without the gold metallic.

24.5 Guard Pants – Black spandex straight leg elastic waistband.

24.6 Baseball Caps – Maroon structure stretch 100% cotton cap. Plastic snaps for adjuster. Embroidered “Warrior Pride Band” and warrior logo in gold metallic, white and black.

24.7 Practice Flags – Maroon nylon practice flags.

24.8 Performance Flags – 36” x 56” digital flags with metallic shimmer.

24.9 Guard Fingerless Gloves – Moisture wicking Ever Dri Gloves, anti-odor, machine washable, with padding and elastic wristband with adjustable hood and loop closure for secure fit.

24.10 Flag Poles – 6’ aluminum flag poles with white caps.

24.11 Drum Major Uniforms – Same style as band uniforms with change on colors. Price to include shako, plume, coat, jumpsuit, hat box and garment bag.

25. **PROCUREMENT ADMINISTRATOR**

Jennifer Horner, CPPB, Purchasing Agent, 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: Jennifer Horner, at Jennifer.Horner@hcps.org.

All questions must be e-mailed and received no later than 2:30 pm local time **February 12, 2020**. 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 **February 19, 2020** at [www.hcps.org](http://www.hcps.org) as well as eMaryland Marketplace Advantage.
Band Uniforms for Havre de Grace High School

THIS AGREEMENT, made this __________ day of ________________, 20___, 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.

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-JHM-033, 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.

Board of Education of Harford County

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

Witness

Date

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

Company Name

Street Address

City, State, Zip
HARFORD COUNTY PUBLIC SCHOOLS
102 SOUTH HICKORY AVENUE
BEL AIR, MD 21014

CHECK LIST

BID #20-JHM-033

Band Uniforms for Havre de Grace High School

☐ Signed and included all Addenda (if applicable)
☐ Reviewed Insurance Requirements and will comply with the coverage limits listed (include sample)
☐ **Submitted exact sample and stock sample uniforms** (Section 12.2)
☐ Submitted samples of fabric (Section 12.4)
☐ Submitted on Letterhead: Addresses, contact information, and years in business (per Section 19.1)
☐ Submitted a temporary username and password to the site of the Uniform Management System program (Section 19.3)
☐ Submitted written warranty (Section 19.4)
☐ Signed and Submitted Contract Page
☐ Completed and Submitted Bid Form
☐ Completed and Submitted Reference Form
☐ Signed and Submitted Certification of Fabric Form
☐ Completed and Submitted Deviation Form
☐ Completed Manufacturer’s Information 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**

**BID #20-JHM-033**

Band Uniforms for Havre de Grace High School

In compliance with the Invitation for Bid, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish and deliver band uniforms for Havre de Grace High School, in full compliance with the accompanying specifications in accordance with the prices listed below.

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**Basis of Award (Total of Item #1 - #15) $**
Bid #20-JHM-033
Band Uniforms for Havre de Grace High

### ADDITIONAL INFORMATION:

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<td>Phone Number:</td>
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<td>E-Mail Address:</td>
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**Approximate Number of Calendar Days for delivery after approval of the sample and receipt of necessary details and all measurements:**

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### Uniform Management System Log-in Information (Section 19.3)

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<tbody>
<tr>
<td>Temporary Password:</td>
</tr>
</tbody>
</table>

### 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 ____________________________
Band Uniforms for Havre de Grace High School

List at least three (3) accounts presently wearing band uniforms manufactured by your company. Uniforms should be two (2) or more years old. Attach additional pages if necessary.

<table>
<thead>
<tr>
<th>Reference 1</th>
<th>Reference 2</th>
<th>Reference 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Organization</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date of When Uniforms Were Provided</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dollar Amount</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Person</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone Number</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email Address</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
HARFORD COUNTY PUBLIC SCHOOLS
102 SOUTH HICKORY AVENUE
BEL AIR, MD 21014

CERTIFICATION FORM

BID #20-JHM-033

Band Uniforms for Havre de Grace High School

This is to confirm that bidder is to use first quality goods. The material supplied, depending upon specifications, is to be 14 – 1 41/2 oz., 55% Dacron/45% Wool and/or 15 ½ - 16 oz., 100% Wool and/or 14 -14 ½ oz., 100% Polyester.

Dacron/Wool blend fabrics will be cold water and alcohol sponged, decated and inspected to avoid excessive shrinkage.

All materials are to be supplied directly from the manufacturer, and are not to be, in any way, seconds or rejected goods. Fabrics will be FIRST QUALITY and PRE-SHRUNK. A certified Kaumagraph label is to be on the inside of all garments.

Statement as to mill weight of fabric used, mothproofing, and water repellency:

______________________________________________________________________________________________

______________________________________________________________________________________________

Name of Mill and Description of Fabric:

Name of Mill: ____________________________________________

Description of Fabric: ____________________________________________

Company ____________________________________________

Authorized Signature ____________________________________________

Title ____________________________________________

Date ______________
In the event that the undersigned Bidder intends to deviate from the specifications by utilizing any materials, items, treatments, finishes, inner construction, tailoring details, etc., contrary to those listed as standards in the specifications, the Bidder is to fully document and list each deviation in complete detail including reasons for the deviation. General statements are not acceptable. Furthermore, these deviations are to be approved in writing.

If no deviations are submitted, the Bidder assures the Buyer of full compliance with the specifications and conditions, and assures HCPS that samples accompanying bid meet all construction specifications.

If deviations are found on said sample, and not listed, the Bidder is to be disqualified.

Any bidder who plans to deviate from the basic manufacturing specifications shall mark “Deviation” on the appropriate construction specification and return sheet with Bid. Each deviation shall be described briefly on the Deviation Form. If no deviation shall be made, this Deviation Form shall be marked “None” and returned with bid. When no deviation is indicated and described, the sample submitted must be as specified. The Deviation Form must be signed by a person authorized by the Company to make such changes and attached to the Bid. Failure to list such deviation in detail may disqualify the Bidder.
## DEVIATION FORM (continued)

**BID #20-JHM-033**

Band Uniforms for Havre de Grace High School

<table>
<thead>
<tr>
<th>UNIFORM ITEM</th>
<th>DESCRIPTION OF DEVIATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coats</td>
<td></td>
</tr>
<tr>
<td>Jumpsuits</td>
<td></td>
</tr>
<tr>
<td>Shako with Hat Box</td>
<td></td>
</tr>
<tr>
<td>Plume</td>
<td></td>
</tr>
<tr>
<td>Drum Major Uniform</td>
<td></td>
</tr>
<tr>
<td>Guard Tunics</td>
<td></td>
</tr>
<tr>
<td>Guard Pants</td>
<td></td>
</tr>
<tr>
<td>Performance Flags</td>
<td></td>
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<tr>
<td>Uniform Management System</td>
<td></td>
</tr>
<tr>
<td>Others:</td>
<td></td>
</tr>
</tbody>
</table>

Company ____________________________  
Authorized Signature ____________________________

Title __________________________________

Date _____________
Band Uniforms for Havre de Grace High School

<table>
<thead>
<tr>
<th>Item</th>
<th>Manufacturer</th>
<th>Manufacturer's Website</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coats</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jumpsuits</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shakos</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Drum Major Uniforms</td>
<td></td>
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<tr>
<td>Garment Bags</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Baseball Caps</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hat Boxes</td>
<td></td>
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<tr>
<td>Guard Tunics</td>
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<tr>
<td>Guard Pants</td>
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</tr>
<tr>
<td>Practice Flags</td>
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<td></td>
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<tr>
<td>Performance Flags</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Guard Gloves</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flag Poles</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
HARFORD COUNTY PUBLIC SCHOOLS

Sean W. Bulson, Ed.D., Superintendent
102 S. Hickory Ave, Bel Air, Maryland 21014

STATE OF MARYLAND ANTI-BRIBERY AFFIDAVIT

I HEREBY CERTIFY that:

1. I am the ______________________________ and the duly authorized representative of the firm of ______________________________ whose address is ______________________________ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

2. Except as described in paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county, or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions committed, which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Section 9-201 in the Criminal Law Article of the Annotated Code of Maryland or under the laws of any state or federal government.

3. (State "none" or, as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the date; court, official, or administrative body; and the sentence or disposition, if any.

____________________________________________________________________

I acknowledge that this affidavit is to be furnished to the requesting agency, and where appropriate, to the Board of Public Works and the Attorney General under §16-202, S.F. of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, Harford County Public Schools may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with §16-203, S.F. of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

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

______________________________________   ______________________________________
Signature                          Witness

______________________________________
Date
HARFORD COUNTY PUBLIC SCHOOLS
Sean W. Bulson, Ed.D., Superintendent
102 S. Hickory Ave, Bel Air, Maryland 21014

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

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

(1) The prospective participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_________________________________________________________
Name and Title of Authorized Agency/Organization Representative

_________________________________________________________
Signature Date

_________________________________________________________
Agency/Organization

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

EMPLOYMENT OF SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS AFFIDAVIT

I AFFIRM THAT:

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

A. Maryland Law requires sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work, or attend school. An HCPS contractor agrees and acknowledges that it/he/she is prohibited from knowingly employing an individual to work at a school if the individual is registered as a sex offender pursuant to Section §11-704 of the Criminal Procedures Article of Maryland Code.

B. An HCPS contractor or subcontractor may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of:

1) Section §3-307 of the Criminal Law Article, Maryland Annotated Code, Sexual Offense in the Third Degree;
2) Section §3-308 of the Criminal Law Article, Maryland Annotated Code, Sexual Offense in the Fourth Degree;
3) An offense under the laws of another state that would constitute a violation of Sections §3-307 or §3-308 of the Criminal Law Article if committed in Maryland;
4) Child sexual abuse under Section §3-602 of the Criminal Law Article, Annotated Code of Maryland;
5) An offense under the laws of another state that would constitute child sexual abuse under Section §3-602 of the Criminal Law Article if committed in Maryland;
6) A crime of violence as defined in Section §14-101 of the Criminal Law Article, Annotated Code of Maryland; or
7) An offense under the laws of another state that would constitute a crime of violence under Section §14-101 of the Criminal Law Article if committed in Maryland.
8) Contractors shall comply with the requirements of House Bill 486 passed by the General Assembly in 2019, regarding screening of applicants for employment.

a. Effective July 1, 2019
b. MSDE Guidance for House Bill 486 – Child Sexual and Sexual Misconduct Prevention) can be found online at www.marylandpublicschools.org.
c. Submission of Section 000325 Contract Affidavit (HB 486/SB 541Compliance) is required to be submitted prior to award of contract.

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

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

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

Date: ____________________

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

__________________________________________ (signature of Authorized Representative and affiant)

__________________________________________ (Company Name)
HARFORD COUNTY PUBLIC SCHOOLS
DATA SHARING/STUDENT PRIVACY REQUIREMENTS

Purpose

As school systems increasingly seek to improve curricular and classroom experiences for learners, Vendor access to certain student data has become necessary. It has become equally important to ensure that vendors employ commercially reasonable methods to safeguard student data privacy. Accordingly, these DATA SHARING/STUDENT PRIVACY REQUIREMENTS apply to all vendors of software, applications, or services that require access to the Personally Identifiable Information ("PII" as further defined herein) of Harford County Public Schools' (HCPS) students. HCPS hereinafter is referred to as "School System" or "Licensee."

These requirements will be published on the HCPS Web site.

These DATA SHARING/STUDENT PRIVACY REQUIREMENTS (hereinafter referred to as "Privacy Requirements"), represent standard terms and conditions for all vendors who require access to student data to provide services to the School System. In the event of a conflict between these Privacy Requirements and any license agreement with the Vendor, these Privacy Requirements control.

Vendor's Certification

By agreeing to these Privacy Requirements, the Vendor certifies, under the penalties of perjury, that Vendor complies with all federal and state laws, regulations and rules as such laws may apply to the receipt, storing, maintenance or access to personal information, including without limitation, all standards for the protection of personal information of residents of the state of Maryland and maintaining safeguards for personal information. Vendor hereby further certifies under penalties of perjury that it has a written comprehensive information security program and that Vendor shall fully comply with the provisions of the federal Family Educational Rights and Privacy Act, 20 U.S.C. §1232g and regulations promulgated thereunder and its Maryland counterparts. Vendor further agrees to comply with all of the mandates, protocols and practices established by these Privacy Requirements.
1. DEFINITIONS

"Cloud Storage" means any remote server on which data or applications are housed or maintained. For the purposes of these Privacy Requirements, cloud storage includes private, public, community, hybrid, and partner clouds.

"End User" means the individuals authorized by the School System to access and use the Services provided by the Vendor under the Privacy Requirements.

“Licensee" or "School System" means Harford County Public Schools.

"Licensee Data" or "School System Data" means all confidential student records or confidential student record information that contains personally identifiable student records and any other non-- public student information, including but not limited to student data, metadata, and user content.

"Mining School System data" means to search through, access, or extract School System data, metadata or information which is not necessary to accomplish the purpose(s) of the Privacy Requirements.

"Mobile Device" shall mean laptop computers, tablets, smart phones, and any other mobile computing devices.

"Personally Identifiable Information" or "PII" includes but is not limited to: personal identifiers such as name, address, phone number, dates of birth, Social Security number, and student or personnel identification number; "personal information student records" as defined in the Code of Maryland Regulations ("COMAR") 13A.08.02 and/or any successor laws or regulations of the state of Maryland; personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act ("FERPA"), 20 USC §1232g; "medical information" or "medical records" as defined in Md. Health General Code Ann., §4-301; "protected health information" as the term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; "nonpublic personal information" as the term is defined in the Gramm-Leach-Bailey Financial Modernization Act of 1999, 15 USC §6809; credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes, driver's license numbers; and state-or federal-identification numbers such as passport, visa or state identity card numbers; and "covered information " as defined by the Maryland Student Data Privacy Act of 2015, Md. Ed. Code Ann., §4-131.
"Portable Storage Medium" shall mean portable memory devices, including jump or thumb drives, portable hard drives, tape backup media, and cloud storage.

"Securely Destroy" means taking action that render data written on physical (e.g., hardcopy, microfiche, etc.) or electronic media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security, confidential student records or confidential student record information that contains personally identifiable information, personally identifiable student records, and any other non-public information, including but not limited to student data, metadata, and user content.

"Security Breach" means an event in which School System Data is exposed to unauthorized disclosure, access, alteration, or use.

"Systems" shall mean any of Vendor’s computer system, network, or software that accesses, maintains, stores, or transmits School System Data, including computer systems or networks operated by Vendor, Vendor Personnel, Vendor contractors or subcontractors.

"Vendor Personnel" shall mean any employee, officer, director, agent, affiliate, contractor, or subcontractor of Vendor.

2. ACCESS, CONTROL AND AUTHORIZATION

2.1. Vendor agrees to protect and maintain the security of Licensee Data and PII with commercially reasonable security measures commensurate with the sensitivity of such PII.

2.2. Vendor shall not authorize access to Licensee Data and/or PII to any of its agents, affiliates, contractors, and subcontractors, or to any auditor, unless such agent, affiliate, contractor, subcontractor, or auditor has entered into a written confidentiality agreement with Vendor and Licensee agreeing to protect the confidentiality and security of such student PII. Such written confidentiality agreement shall be made available for inspection, upon demand, to the Licensee.

2.3. Vendor shall not permit unauthorized access to Licensee's student PII to any individual or entity at any time.

2.4. Vendor shall not provide any School System Data or PII or any portion thereof to any person, party or organization ineligible to receive student records and/or student record data and information protected by FERPA, federal regulation, Maryland law, Maryland regulation or so prohibited from receiving the School System Data or PII or any portion thereof.

3. PRIVACY COMPLIANCE

3.1 Vendor agrees to protect and maintain the privacy of Licensee Data and PII with commercially reasonable measures commensurate with the sensitivity of such Licensee Data.
3.2. Vendor certifies that it has implemented policies and procedures to protect against reasonably foreseeable unauthorized access to, or disclosure of, Licensee Data or PII, and to prevent other reasonably foreseeable events that may result in substantial harm to Licensee or any individual student identified in such PII.

3.3. Vendor shall not permit School System Data or PII to be maintained or stored on any Mobile Device or Portable Storage Medium unless such is being used in connection with Vendor's backup and recovery procedures. Vendor will ensure that School System Data is encrypted and that all device/medium will be scanned at the completion of any contract or service agreement and/or research study or project to ensure that no School System Data, PII, personal information and/or student record information is stored on such electronic devices/medium. Furthermore, Vendor will have in place a service that will allow vendor to wipe the hard drive on any stolen laptop or mobile electronic device remotely and have purchased locks for all laptops and mobile electronic devices and have a protocol in place to ensure compliant use by employees.

3.4. Vendor shall not, without the express prior written consent of School System:

(a) Maintain or store School System Data or PII outside of the United States,

(b) Transmit Licensee's Data or PII to any contractors or subcontractors located outside of the United States,

(c) Distribute, repurpose or share School System Data or PII with any Vendor Systems not used for providing services to the School System,

(d) Use School System data or PII to inform, influence or guide marketing or advertising efforts, or to develop a profile of a student or group of students for any commercial purpose or for any other purposes,

(e) Use School System Data or any PII or any portion thereof to develop commercial products or services,

(f) Use the School System Data for any other purpose other than in connection with the services provided to the School System,

(g) Engage in targeted advertising, as defined by Md. Ed. Code Ann., §4-131 based on the data collected from the School System,

(h) Use any de-identified School System Data for internal product development and improvement and/or research. For the purposes of this Section, "de-identified School System Data" is defined as data files that have all direct and indirect personal identifiers removed, including any data that could be analyzed and linked to other data to identify the student or the student's family members, including without limitation parents/guardians. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location data, and federal, slate and/or local school identification numbers,

(i) Attempt to re-identify de-identified School System Data, or
j) Transfer de-identified School System Data to any party unless that party agrees in writing not to attempt re-identification.

3.5. Except as specifically set forth in these Privacy Requirements, or as required by federal or state law, Vendor shall not allow unauthorized access to, or permit the release of, School System Data or PII to any individual or entity except as follows:

(a) To the Vendor’s contractors or subcontractors that provide services related to the support, maintenance, and security of Vendor's software products or online services, provided, however, that such contractors or subcontractors agree to be subject to the terms and conditions of these privacy requirements.

4. BREACH PLANNING, NOTIFICATION, AND REMEDIATION

4.1. Vendor certifies that it has implemented policies and procedures addressing a potential Security Breach and that it possesses an up to date Security Breach response plan. Such plan shall be made available, upon request, to the School System.

4.2. Vendor shall comply with all applicable federal and state laws that require notification to individuals, entities, state agencies, or federal agencies in the event of a Security Breach.

4.3. Security Breach

(a) Response. Immediately upon becoming aware of a Security Breach, or of circumstances that could have resulted in unauthorized access to or disclosure or use of School System Data, Vendor will notify the School System, fully investigate the incident, and cooperate fully with the School System’s investigation of and response to the incident. Except as otherwise required by law, Vendor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the School System.

(b) Liability. In addition to any other remedies available to the School System, at law or in equity, Vendor will reimburse the School System in full for all costs incurred by the School System in investigating and remediating any Security Breach caused in whole or in part by Vendor or Vendor’s subcontractors, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year’s credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed against the School System as a result of the Security Breach.

4.4. In the event of a Security Breach, Vendor shall:

(a) Within three (3) calendar days, notify School System;
(b) Assume responsibility for providing the notification required under the applicable federal and/or Maryland law(s);

(c) Hold harmless and indemnify School System and any of School System’s school board members and employees, against all losses, damages, costs or expenses (“Losses”) that school system may incur to the extent that such Losses arise directly from any willful or negligent acts or omissions of the Vendor in the handling of School System Data and/or PII which results in an event requiring notification of a Security Breach under applicable federal or Maryland law. Vendor will not have any liability to the extent the Loss is caused by agents, contractors or representatives of School System or any of the School System’s employees. The foregoing indemnification obligations are subject to the School System promptly notifying the Vendor in writing of such claim, provided that the Vendor shall be relieved of its obligations under this only to the extent it is prejudiced by any delay in notification. The Vendor shall have sole control over the defense and settlement of such claim, provided that any settlement containing any binding obligations, admissions, or liability of the School System shall require School System’s prior written consent. School System shall have the right at its own expense, to participate in such litigation and settlement discussions without unreasonably interfering with Vendor's ability to perform its obligations under this Section. School System shall provide all information and assistance reasonably requested by the Vendor at Vendor's expense;

(d) Use commercially reasonable efforts to mitigate any negative consequences caused to School System or to a student as the result of such Security Breach; and

(e) Use commercially reasonable efforts to implement procedures to prevent the recurrence an event similar to such Security Breach.

5. INFORMATION STORAGE, RETENTION, AND DISPOSITION

5.1. Vendor certifies that it has implemented policies and procedures to address the storage, retention, and disposition of all School System Data prior to contract signing.

5.2. Vendor shall perform regular backups of School System Data and shall retain backup copies of such School System Data for such period of time as may be required by federal or state law, or by the School System.

5.3. Vendor shall maintain and store backup copies of School System Data at multiple secure storage facilities located within the United States and provide monthly status reports to the School System.

5.4. Except as specifically set forth in these Privacy Requirements, or as required by federal or Maryland law, Vendor shall only retain the School System Data that is necessary to provide the contracted services set forth under any Agreement with the School System, and shall yearly
dispose of, or return to School System, any School System Data that is no longer necessary to provide such services as defined and based on a schedule to be agreed upon between Vendor and the School System.

5.5. Vendor shall maintain and store the audit logs of its systems on a secured server location. Vendor shall restrict access to such audit logs to prevent tampering with or altering of the audit data. Vendor shall retain and provide audit logs for a minimum of 90 days in order to allow the School System or the Vendor to review the audit data for indications of a Security Breach.

6. DISPOSAL OF INFORMATION UPON TERMINATION OF AGREEMENT OR VENDOR’S CESSATION OF OPERATIONS

6.1. Except as specifically set forth in these Privacy Requirements, or as required by federal or Maryland state law or regulation, upon termination or expiration of the Agreement to provide services or products to the School System, Vendor shall:

(a) Return all School System Data to the School System, pursuant to the terms and conditions of any agreements between Vendor and School System (the "Agreement");

(b) Erase, destroy, or render unreadable all School System Data in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities;

(c) Certify in writing that the actions set forth in this section have been completed on or before the agreed-upon deadlines set forth in any agreement entered into between the Vendor and the School System;

(d) Ensure that any transfer/migration of School System Data uses facilities and methods that are compatible with the relevant systems of the School System or its designated third party; and

(e) To the extent technologically possible, ensure that the School System will have access to School System Data during any transfer of operations.

6.2. Upon cessation of its operations or dissolution of its business operations, Vendor shall promptly return all School System Data to the School System in a manageable manner, and destroy, erase or render unreadable all School System Data, be it digital, archival or physical form, including without limitation any copies of the School System Data or any files that may reside in system backups, temporary files or other storage, media and School System data that are otherwise still in Vendor's possession and/or in the possession of any the Vendor's subcontractors, or agents to the Vendor may have transferred School System Data or any portion thereof, in a manner consistent with technology best practices and industry standards for secure data disposal methods. Vendor shall provide HCPS with written certification, including an
inventory of its destruction of School System Data, and with written certification, including an inventory of all School System data returned, within fifteen (15) days of Vendor’s cessation of operations.

7. SURVIVAL

The confidentiality obligations set forth in these Privacy Requirements shall survive the termination of any agreement between the Vendor and the School System for as long as the PII and School System Data remain confidential.

8. DATA AUTHENTICITY AND INTEGRITY

Vendor will take reasonable measures, including maintaining audit trails, to protect School System Data against deterioration or degradation of data quality and authenticity. Vendor shall be responsible for ensuring that School System Data, per COMAR 14.18.02 et. seq. as well as any applicable Board of Education policy, is retained for the requisite periods of time.

9. RESPONSE TO LEGAL ORDERS, DEMAND OR REQUESTS FOR DATA

9.1. Except as otherwise expressly prohibited by law, Vendor will:

   (a) Immediately notify the School System of any subpoenas, warrants, or other legal orders, demands or requests received by Vendor seeking School System Data;

   (b) Consult with the School System regarding its response; cooperate with the School System’s reasonable requests in connection with efforts by the School System to intervene and quash or modify the legal order, demand or request; and

   (c) Immediately, upon the School System’s request, provide the School System with a copy of its response.

9.2. If the School System receives a subpoena, warrant, or other legal order, demand (including an application for public information filed pursuant to the Maryland Public Information Act, Md. General Provisions Art., §4-101 et seq.), or request seeking School System Data maintained by Vendor, the School System will promptly provide a copy of the application to Vendor. Vendor will promptly supply the School System with copies of records or information required in order for the School System to respond, and will cooperate with the School System’s reasonable requests in connection with its response.

9.3. Upon receipt of a litigation hold request, Vendor will immediately act to preserve all documents and School System Data as identified in such request, and suspend any operations that involve overwriting, or potential destruction of documentation arising from such litigation hold.
10. GOVERNING LAW

These Privacy Requirements and all related requirements shall be governed by and construed in accordance with the laws of the State of Maryland. Any action to enforce the School System’s rights and remedies shall be initiated in the Circuit Court of Harford County.

11. SCHOOL SYSTEM’S RIGHT TO PROTECT PII OR SCHOOL SYSTEM DATA

In the event of a claim, suit, action, or proceeding against Vendor in which Vendor cannot, or will not, defend itself, and there is a reasonable likelihood that School System Data or PII may be disclosed to an unauthorized party in connection with such claim, suit, action, or proceeding; and Vendor provides notice to Licensee that it cannot, or will not, defend itself in such claim, suit, action, or proceeding, Vendor grants Licensee the right, but not the obligation, to join in such claim, suit, action, or proceeding to defend against the disclosure of School System Data or PII.

12. SECTION HEADINGS

The headings of sections in the Privacy Requirements are for reference only and shall not affect the meaning of the Privacy Requirements.

13. INTELLECTUAL PROPERTY RIGHTS/DISCLOSURE/OWNERSHIP

13.1. Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared by Vendor (or its subcontractors) for the School System will not be disclosed to any other person or entity.

13.2. Vendor warrants to the School System that the School System will own all rights, title and interest in any and all intellectual property created in the performance of the Privacy Requirements and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Vendor agrees to assign and hereby assigns all rights, title, and interest in any and all School System-created intellectual property created in the performance of the Privacy Requirements to the School System, and will execute any future assignments or other documents needed for the School System to document, register, or otherwise perfect such rights.

13.3. It is understood and agreed that HCPS is the exclusive Owner of School System Data and that at no point in time does or will the Vendor become the Owner of any School System Data, PII or School System files, and that should the Vendor be subject to dissolution or insolvency, School System files will not be considered, an asset or property of the Vendor. The School System reserves
the right to demand the prompt return of any School System Data and PII at any time and for any reason whatsoever.

14. **DATAPrivacy**

14.1. Vendor will use School System Data only for the purpose of fulfilling its duties under the Privacy Requirements and will not share such data, including anonymized data, with or disclose it to any third party without the prior written consent of the School System, except as required by law.

14.2. School System Data will not be stored outside the United States without prior written consent from the School System.

14.3. Vendor will provide access to School System Data, including anonymized only to its employees and subcontractors who need to access the data to fulfill Vendor obligations under the Privacy Requirements. Vendor will ensure that employees and subcontractors who perform work under the Privacy Requirements have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Privacy Requirements. If Vendor will have access to "education records" or "student records" of the School System's students as defined under the Family Educational Rights and Privacy Act (FERPA), the Vendor acknowledges that for the purposes of the Privacy Requirements it will be designated as a "school official" with "legitimate educational interests" in the School System education records, as those terms have been defined under FERPA and its implementing regulations, and the Vendor agrees to abide by the FERPA limitations as well as those limitations established by state law and regulation, including COMAR 13A.08.02, and requirements imposed on school officials. Vendor will use the education records only for the purpose of fulfilling its duties under the Privacy Requirements for School System’s benefit, and will not share such data with or disclose it to any third party except as provided for in the Privacy Requirements, required by law, or authorized in writing by the School System.

14.4. Vendor will not use School System Data (including metadata) for advertising or marketing purposes unless such use is specifically authorized by the Privacy Requirements or otherwise authorized in writing by the School System.

14.5. Vendor agrees to assist School System in maintaining the privacy of School System’s Data as may be required by State and Federal law, including but not limited to the Protection of Pupil Rights Amendment (PPRA), the Children’s Online Privacy Protection Act (COPPA), and their Maryland counterparts, including, but not limited to the Maryland Student Data Privacy Act of 2015, Md. Ed. Code Ann., §4-131, the Code of Maryland Regulations, 13A.08.02, et seq.

14.6. Vendor is prohibited from mining School System Data for any purposes other than those agreed to by the Parties.
15. **DATA SECURITY**

Vendor will store and process School System Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Vendor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Vendor warrants that all electronic School System Data will be encrypted in transmission (using a School System-approved encryption protocol that adheres to industry best practices).

16. **AUDITS**

16.1. The School System reserves the right in its sole discretion to perform audits of Vendor at the School System's expense to ensure compliance with the terms of the Privacy Requirements. The Vendor shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which the Vendor must create, obtain, transmit, use, maintain, process, or dispose of School System Data.

16.2. If the Vendor must under the Privacy Requirements create, obtain, transmit, use, maintain, process, or dispose of the subset of School System Data known as Personally Identifiable Information or financial or business data which has been identified to the Vendor as having the potential to affect the accuracy of the School System's financial statements, Vendor will at its expense conduct or have conducted at least annually:

(a) American Institute of CPAs Service Organization Controls (SOC) Type II audit, or other security audit with audit objectives deemed sufficient by the School System, which attests the Vendor's security policies, procedures and controls;

(b) vulnerability scan, performed by a scanner approved by the School System, of Vendor's electronic systems and facilities that are used in any way to deliver electronic services under the Privacy Requirements; and

(c) formal penetration test, performed by a process and qualified personnel approved by the School System, of Vendor's electronic systems and facilities that are used in any way to deliver electronic services under the Privacy Requirements.

16.3. The Vendor will provide the School System upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under the Privacy Requirements. The School System may require the Vendor to perform additional audits and tests, the results of which will be provided promptly to the School System.
17. **COMPLIANCE**

17.1. Vendor will comply with all applicable laws and industry standards in performing services under the Privacy Requirements. Any Vendor personnel visiting the School System's facilities will comply with all applicable School System policies regarding access to, use of, and conduct within such facilities. The School System will provide copies of such policies to Vendor upon request.

17.2. Vendor warrants that any subcontractors used by Vendor to fulfill its obligations under the Privacy Requirements will be subject to and will comply with each and every term of the Privacy Requirements.

17.3. Vendor warrants that the service it will provide to the School System is fully compliant with and will enable the School System to be compliant with relevant requirements of all laws, regulation, and guidance applicable to the School System and/or Vendor, including but not limited to: the Children's Online Privacy Protection Act (COPPA); Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (IDTECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Protection of Pupil Rights Amendment (PPRA); Americans with Disabilities Act (ADA), and Federal Export Administration Regulations.

18. **CONFLICT**

If there is any conflict or potential conflict between these Privacy Requirements and the terms of any other agreements between the parties, the other agreements between the parties shall control.

19. **SURVIVAL**

The Vendor's obligations under Section Six (6) shall survive termination of these Privacy Requirements until all School System Data has been returned or Securely Destroyed.
IN WITNESS WHEREOF, the parties hereto have executed the Privacy Requirements as of [effective date], for the software and/or services listed below:

[List software and/or services applicable to the Vendor]

________________________________________________________
Vendor Name

________________________________________________________
Print Name of Authorized Vendor Contact

________________________________________________________
Title

________________________________________________________
Signature

________________________________________
Date

Sean W. Bulson, Ed.D, Superintendent of Schools
Harford County Public Schools

________________________________________
Date