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

BID ANNOUNCEMENT

BID TITLE:	**Landscaping and Field Treatment Supplies and Services**
BID NUMBER:	**27-JHP-005**
BID OPENING DATE AND TIME:	**December 15, 2026**, 2:30 pm local time
BID OPENING / BID EMAIL SUBMITTAL ADDRESS:	Bid Opening will be online via Teams at the following: **Microsoft Teams meeting** **Join:** **https://teams.microsoft.com/meet/2964593638348395?p=sinBgZDCNj7OaWY1rA** **Meeting ID: 296 459 363 834 839 5** **Passcode: eC9Wh9sL** **Dial in by phone** **+1 240-600-1475,,704778781# United States, Bethesda** **Find a local number** **Phone conference ID: 704 778 781#** Submit your bid via electronically to bids@hcps.org.
PROCUREMENT AGENT:	Jennifer Horner 410-809-6044 Jennifer.Horner@hcps.org
QUESTIONS DUE DATE AND TIME:	Questions must be emailed to Jennifer.Horner@hcps.org no later than 2:30 pm on **December 1, 2026.**
ADDENDUM ISSUED:	No later than **December 3, 2026.**
PRE-BID CONFERENCE:	Not Required.
BONDING:	Bonds Are Not Required.
MBE DOCUMENTS:	MBE Documents Are Not Required.
TIMELY DELIVERY OF BID DOCUMENTS:	Bids must be received in the Procurement e-mail box, bids@hcps.org, on or before the bid opening day and time. PDF format Only. **It is the Bidder(s) responsibility to verify that the Bid has been received at bids@hcps.org, prior to the Bid Opening. 'Read Receipts' are not sufficient. Bidders may contact the Buyer listed within the solicitation, by email or phone, to confirm receipt of bids.**
INCLEMENT WEATHER:	If Harford County Public Schools Administrative Offices are closed on the day a proposal is DUE, that proposal will be due at the same time the next day the Administrative Offices are open.

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

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

LATE BIDS WILL BE REJECTED AND RETURNED UNOPENED

Harford County Public Schools Nondiscrimination Statement
The Board of Education of Harford County is committed to providing an inclusive and welcoming environment for all students, employees, and members of the school community. In accordance with Title IX of the Education Amendments of 1972, Title VI of the Civil Rights Act of 1964, and Title VII of the Civil Rights Act of 1964, the Board of Education of Harford County prohibits discrimination based on sex, race, color, national origin, religion, or any other protected characteristic in any program or activity it operates. Inquiries or concerns about your rights related to Title IX, Title VI or Title VII can be directed to our Coordinator of Investigations, Dr. Renee McGlothlin, at 410-809-6087 or Renee.McGlothlin@hcps.org. Harford County Public Schools' non-discrimination policy can be accessed here: NON-DISCRIMINATION POLICY: (hcps.org) and found on the HCPS website under Board of Education Policies and Procedures. Harford County Public Schools' non-discrimination statement can be accessed here: NON-DISCRIMINATION STATEMENT: (hcps.org) and found on HCPS' homepage.

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

INSTRUCTION TO BIDDERS

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

1.0 AN INVITATION TO BID SUBMISSION

1.1 The Board of Education of Harford County hereinafter referred to as Harford County Public Schools or HCPS, invites all interested and qualified 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 $50,000 or more.

1.3 Unless otherwise indicated, HCPS shall receive sealed bids until the date and time indicated on bid or as modified by addenda. Bids must be e-mailed to bids@hcps.org, Bids must be clearly marked on the subject line: Name of Bidder, Bid Number and Solicitation Title. **Late bids will be rejected.**

1.4 Brand name and model numbers are offered as a reference for bidders as to the style, size, weight, and other characteristics of the item(s) in the Brand name and model numbers are offered as a reference for bidders as to the style, size, weight, and other characteristics of the item(s) in the Specifications. The use of such brand names should not be interpreted as the exclusive brand desired unless so stated. The determination of the acceptability and/or the criteria for acceptability of an alternate is solely the responsibility of HCPS.

1.5 The Bidder or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, circumstances, prerequisites, qualifications and/or specifications before submitting their bid. A bidder's failure to become fully informed is at the Bidder's sole and complete risk of loss. The Bidder shall have no right to any damages, cost and/or any other remedy at law or equity against HCPS for any miscalculation, misunderstanding, error (either omissions or commissions), mistake, misinterpretation, and/or the failure by the Bidder to obtain an award of bid, award of contract and/or profits, fees or money from HCPS when the Bidder failed to fully inform themselves. In the case of error in extension of prices in the Bid, the unit price shall govern, or the entire bid may be declared non-responsive.

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

1.7 The product offered by 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 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.

2.0 BID PREPARATION, PROPOSAL SHEET, AND BID OPENING

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

2.2 Signed bids must be returned electronically via e-mail to bids@hcps.org, ONLY. HCPS will not accept any facsimile transmission or electronic submissions to HCPS Procurement Agents, representatives, or employees. It is the Bidder(s) responsibility to verify that the Bid has been received at bids@hcps.org, prior to the Bid Opening. 'Read Receipts' are not sufficient. Bidders may contact the Buyer listed within the solicitation, by email or phone, to confirm receipt of bids.

2.3 All bids must be submitted strictly in Portable Document Format (.pdf). Emails received with bids in editable formats (e.g., .doc, .xlsx, .pptx) or image formats (e.g., .jpg, .png) may be deemed non-responsive. Links to

external websites, cloud storage folders or hosted PDF documents **will not be accepted** or accessed by HCPS. Please note that our system accepts files up to 150 MB. If your file exceeds this size, please send it in multiple emails.

2.4 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.

2.5 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.

2.6 Bid Opening

2.6.1 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.

2.6.2 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.

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

2.6.4 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.

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

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

2.6.7 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.

2.6.8 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 a product or service best suited to the intended purpose of this contract as determined by the Supervisor of Procurement.

2.7 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 any bid submitted pursuant to Section 5-112 of the Education Article of the

Annotated Code of Maryland.

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

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

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

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

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

3.8 For Information Technology (IT), Operational Technology (OT), and Software solicitations **ONLY**. Should HCPS receive responses that offer products of similar cost and functionality, HCPS reserves the right to award a contract to the more secure offering and/or supplier to meet cybersecurity requirements as outlined by the National Institute of Standards and Technology.

4.0 ANNULMENTS AND RESERVATIONS

4.1 Conditional proposals will not be considered.

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

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

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

4.5 Unbalanced proposals will not be accepted.

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

5.0 MULTI-AGENCY PROCUREMENT

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

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

6.0 TIE BIDS

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

7.0 WAIVER OF TECHNICALITIES

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

8.0 BID PRICES

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

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

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

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

9.0 ADDENDA

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

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

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

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

10.0 eMARYLAND MARKETPLACE REGISTRATION ADVANTAGE (eMMA)

Contractors are **required** to register on eMaryland Marketplace Advantage at https://procurement.maryland.gov within five (5) days following notice of award. Maryland law requires local and state agencies to post award notices on eMaryland Marketplace Advantage. This cannot be done without the contractor's self-registration in the system. Registration is free. Failure to comply with this requirement may be considered grounds for default. It is recommended that any interested bidder register with eMaryland Marketplace Advantage regardless of the award outcome for this procurement as it is a valuable resource for bid notification for municipalities throughout Maryland.

11.0 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.

12.0 DISSEMINATION OF INFORMATION

This section intentionally omitted.

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

GENERAL TERMS AND CONDITIONS
Supplies and Equipment

1.0 TERMINATIONS FOR CAUSE OR CONVENIENCE

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

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

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

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

2.0 DRUG, TOBACCO, AND ALCOHOL

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

3.0 PROTEST AND APPEAL PROCESS

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

4.0 NON-DISCRIMINATION

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

4.2 The Board of Education of Harford County is committed to providing an inclusive and welcoming environment for all students, employees, and members of the school community. In accordance with Title IX of the Education Amendments of 1972, Title VI of the Civil Rights Act of 1964, and Title VII of the Civil Rights Act of 1964, the Board of Education of Harford County prohibits discrimination based on sex, race, color, national

origin, religion, or any other protected characteristic in any program or activity it operates.

4.3 Inquiries or concerns about your rights related to Title IX, Title VI or Title VII can be directed to our Coordinator of Investigations, Dr. Renee McGlothlin, at 410-809-6087 or Renee.McGlothlin@hcps.org. Harford County Public Schools' non-discrimination policy can be accessed here: NON-DISCRIMINATION POLICY: (hcps.org) and found on the HCPS website under Board of Education Policies and Procedures. Harford County Public Schools' non-discrimination statement can be accessed here: NON-DISCRIMINATION STATEMENT: (hcps.org) and found on HCPS' homepage.

4.4 The Awarded Bidder shall furnish, if requested by HCPS, a compliance report concerning their employment practices and policies in order for HCPS to ascertain compliance with the special provisions of this contract concerning discrimination in employment.

4.5 In the event the Awarded Bidder is deemed noncompliant with the nondiscrimination clause of this contract, this contract may be canceled, terminated, or suspended in whole or in part and the Awarded Bidder may be declared ineligible for further/future HCPS' work.

5.0 NON-HIRING OF EMPLOYEES BY AWARDED BIDDER OR HCPS

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

5.2 No employee of the Awarded Bidder or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while 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 14-103.1 of the Election Law 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 $200,000 or more, shall within fifteen (15) business days after the award of any contract, lease, or other agreement that causes the cumulative value to reach $200,000 or more, file with the State Board of Elections 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, Annotated Code of Maryland, 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 $200,000 or more, shall file with the State Board of Elections certain specified information to include disclosure of political contributions of $500 or more 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 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 response. Failure to comply with these insurance requirements may render your submittal as non-responsive.

A Certificate of Insurance verifying coverage and limits as specified in "Insurance Requirements" or a letter committing to obtain the required coverage and limits as specified, **must be submitted** with your response. **Failure to provide this information may deem your submittal as non-responsive.**

12.0 SAFETY AND CODE REQUIREMENTS

12.1 Contractor shall comply with all Federal, State, and Local laws, ordinances and regulations pertaining to work under their charge, including but not limited to Maryland Occupational Safety and Health Act (MOSH). These laws and regulations shall be construed as the minimum requirements of these specifications.

12.2 All equipment and machinery furnished or delivered to HCPS must comply with safety regulations as required by the U.S. Occupational Safety and Health Administration (OSHA), including 29 CFR Part 1910 for general industry and 29 CFR Part 1926 for construction. Equipment must also meet applicable Maryland State Safety & Health Act (MOSHA) standards and equipment operators must meet applicable Maryland-specific regulations such as heat street prevention (COMAR 09.12.32), Maryland crane safety, fall protection, and any other standards unique to MOSH that supplement federal OSHA requirements.

12.3 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. Contractors are further responsible for maintaining hazardous chemical lists and container labels, providing appropriate employee training, and complying with any additional Maryland requirements for access to information about hazardous and toxic substances.

13.0 CONTRACTOR'S OBLIGATION

13.1 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.

13.2 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.

13.3 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.

13.4 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 submitting 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.

13.5 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.

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

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

13.8 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.

14.0 PROTECTION OF WORK AND PROPERTY

14.1 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. The Contractor shall be similarly responsible for all injury to any person that occurs as a result of the actions or negligence of the Contractor or Contractor's agents or employees. 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.

14.2 The Contractor shall limit use of premises to work in areas indicated; confine operations to areas within contract limits indicated; ensure not to disturb portions of the site beyond the areas in which the Work is indicated.

14.3 The Contractor shall keep driveways and entrances serving the premises clear and available to HCPS, HCPS's employees and emergency vehicles at all times. The Contractor shall not use these areas for parking or storage of materials.

14.4 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 of such removal to the Contractor.

14.5 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.

14.6 HCPS will occupy the site and existing building during the entire work period. The Awarded Bidder shall cooperate with HCPS during the work to minimize conflicts and facilitate HCPS usage. To the satisfaction of the school, the Awarded Bidder is to move and/or protect all school equipment, furnishings and occupied areas from work-related debris and noise. The Awarded Bidder shall perform the work so as not to interfere with HCPS operations. The Awarded Bidder is aware that this work shall be performed on school grounds, where students, staff and parents will be present and is responsible for maintaining a safe clean worksite.

14.7 Deliveries of equipment and other materials must be made with the Awarded Bidder present and stored on site as indicated by the HCPS.

15.0 PERMITS & LICENSE

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

16.0 SUBSTITUTIONS 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.

17.0 GUARANTEE AND WARRANTY

17.1 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.

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

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

18.0 INDEMNIFICATION

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

18.2 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.

19.0 INTELLECTUAL PROPERTY

The Contractor represents and warrants that all goods and services that it will furnish under this Contract do not and will not infringe on any valid copyright, patent, service mark or trademark. The Contractor shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Contractor or used by the Contractor in the performance of its services. The Contractor shall defend, hold harmless and indemnify HCPS from all suits or claims for infringement of any patent rights or copyrights arising out of such selection.

20.0 LEGISLATED BID REQUIREMENTS

Award of contracts over $100,000 shall be awarded to the lowest responsive and responsible bidder who provides the best value and 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, (6) the Bidder's demonstrated good faith efforts and plan for utilization of Minority Business Enterprises (MBE) as certified by the Maryland Department of Transportation (MdDOT),

and (7) the price offered by the Bidder. [REF: Section 5-112 of the Education Article, Annotated Code of Maryland, effective 7-1-24]

21.0 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.

22.0 EMPLOYMENT OF CHILD SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS

22.1 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.

22.2 Contractor acknowledges and agrees that, pursuant to Section §6-113 of the Education Article of the Maryland Code, Contractor is prohibited from knowingly assigning or permitting its Subcontractors from knowingly assigning any of the Contractor's or Subcontractor's employees to work in, on or about school premises if such employee may or would have direct, unsupervised and uncontrolled access to children if the employee has been convicted of, pled guilty or *nolo contendere*, to any of the following crimes.

22.2.1 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;

22.2.2 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

22.2.3 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) home invasion; (18) a felony offense under Title 3, Subtitle 11 of this article; (19) an attempt to commit any of the crimes described in items (1) through (18) of this list; (20) continuing course of conduct with a child under §3-315 of the Criminal Law Article; (21) assault in the first degree; (22) assault with intent to murder; (23) assault with intent to rape; (24) assault with intent to rob; (25) assault with intent to commit a sexual offense in the first degree; and (26) assault with intent to commit a sexual offense in the second degree.

22.3 Direct unsupervised and uncontrolled access to students is prohibited for any person convicted of any crime identified in Section 21.2 above. If you, as the Contractor/Site Supervisor, witness or suspect any such employee(s) entering into a student area, action must be taken immediately to rectify the situation.

22.4 Section §11-722 of the Criminal Procedure Article of the Maryland Code prohibits any person with a contract with a local Maryland school system from knowingly employing an individual to work at the school if the individual is registered as a sex offender pursuant to Section §11-704 of the Criminal Procedure Article. Violation of this paragraph may result in termination of the agreement at HCPS's discretion.

23.0 CRIMINAL HISTORY RECORDS CHECKS FOR CONTRACTORS

Amendments to Section §5-551 of the Family Law Article of the Maryland Annotated Code effective October 1, 2023, require each employee with a local school system undergo a criminal history records check and fingerprinting if such individual will work in, on or about school premises and if the individual will care for or supervise children in the facility or have access to children who are cared for or supervised in the facility.

Contractor shall cause any employee, if such employee may or will work in, on or about school premises and may, or will have direct, unsupervised and uncontrolled access to children, to undergo a criminal history records check,

including fingerprinting. Such criminal history records check and fingerprinting shall meet the requirements of Section §5-550 to §5-559 of the Family Law Article of the Maryland Annotated Code.

The cost of such criminal history records 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 history records check.

24.0 MINORITY BUSINESS ENTERPRISE PARTICIPATION

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

25.0 LABOR AND RATES OF PAY

25.1 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.

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

26.0 PROCUREMENT-INVESTMENT ACTIVITIES IN IRAN

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

27.0 CONTRACT

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

28.0 TAXES

28.1 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.

28.2 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 public local education agency and an instrumentality of the State of Maryland, and as such is exempt from federal income tax under Internal Revenue Code Section 115. The Federal Tax ID number for Harford County Public Schools is #52-6000955.

29.0 DELIVERIES

29.1 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.

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

30.0 BILLING AND PAYMENT

30.1 Each invoice shall list the purchase order number or contract number of HCPS and the items on the invoice shall be listed in the same order as on the purchase order. The original invoice shall be submitted to the Accounts Payable email address at APInvoice@hcps.org, unless otherwise specified.

30.2 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.

30.3 Standard HCPS payment terms are net thirty (30) days.

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

31.0 GOVERNING LAW AND DISPUTE RESOLUTION

31.1 The Bid shall be construed in accordance with, and interpreted under, the laws of the State of Maryland. Any lawsuits arising out of such bid shall be filed in the appropriate State Court located in Harford County, Maryland.

31.2 Alternative Dispute Resolution (ADR) may be used at HCPS's sole discretion, but HCPS is not obligated to utilize ADR.

32.0 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.

33.0 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

34.0 IT ACCESSIBILITY PROGRAM

34.1 Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended, is a federal law that requires agencies to provide individuals with disabilities equal access to electronic information and data comparable to those who do not have disabilities, unless an undue burden would be imposed on the agency. The Section 508 standards, which are periodically updated, are the technical requirements and criteria that are used to measure conformance within this law. More information on Section 508 and the technical standards can be found at www.section508.gov.

34.2 Section 508 requires agencies, during the procurement, development, maintenance, or use of Information and Communication Technology (ICT), to ensure that individuals with disabilities have access to and use of ICT information and data comparable to that afforded to individuals without disabilities (i.e., "ICT accessibility"), unless an undue burden would be imposed on the agency. Section 508 incorporates the Web Content Accessibility Guidelines (WCAG) 2.0 Levels A and AA as the baseline technical standards for web and digital accessibility. In Maryland, state law establishes a higher standard, requiring all public schools and state agencies to ensure that new or updated digital content, software, and web applications conform to WCAG 2.1 Level AA.

35.0 TECHNOLOGY-BASED INSTRUCTIONAL PRODUCTS

35.1 HCPS is committed to ensuring that digital technology (hardware, instructional software, online resources, and computer-based equipment) is accessible to individuals with disabilities. The Vendor guarantees that all digital tools supplied under this contract meet the accessibility requirements of the Web Content Accessibility Guidelines (“WCAG”) 2.1 Level AA and conform to the most recent Section 508 standards for information technology accessibility under the federal Rehabilitation Act of 1973, unless undue burden is demonstrated and documented. “Digital tool” is defined pursuant to Md. Code Ann., Educ., § 7-910.

35.2 All online platforms must conform to the guidelines for accessibility as set forth in WCAG version 2.1 (minimum Level AA conformance). HCPS will only consider vendors whose products conform to these

standards. Conformance to the specified standards can be documented through the submission of an up-to-date, complete, and accurate Accessibility Conformance Report (ACR). The ACR must address the leading ICT accessibility standards: Section 508 (U.S.), EN 301 549 (EU), and W3C/WAI WCAG. The ACR must include the latest version of the Voluntary Product Accessibility Template (VPAT®), which can be obtained from the Information Technology Industry Council (ITI) website (https://www.itic.org/).

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

35.4 **Vendor Notice of Equivalent Access Standards**

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

"Equivalent access" includes:

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

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

35.5 **Accessibility Indemnification and Guarantees**

35.5.1 The Vendor agrees to indemnify and hold harmless HCPS from any costs, expenses, liabilities, or obligations arising from accessibility-related issues involving the digital tools provided under this contract. This indemnification includes the defense of any legal action or proceedings alleging non-compliance with federal or State of Maryland accessibility laws and regulations and payment of any resulting liabilities. This clause will survive the termination of the contract.

35.5.2 Vendors failing to meet the equivalent access standards established under Subsection (a)(2) of Section 508 of the federal Rehabilitation Act of 1973 or WCAG 2.1 Level AA may face civil penalties set forth in Md. Code Ann., Educ., § 7-910.

35.5.3 For all technology based instructional products, online platforms, and digital tools, Vendors must maintain and improve their digital accessibility in compliance with evolving standards and best practices. Vendors will provide a listing of timelines for expected improvements to the programs. Vendors will establish a mechanism for users to report accessibility issues and ensure prompt resolution of reported problems.

35.6 **Third-Party Technology**

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

36.0 FORCE MAJEURE

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

36.2 The list of events to be included is a matter of negotiation between the parties. Such causes may include, but are not limited to, acts of God, nature or the public enemy, terrorism, invasion, insurrection, order of court, judge, or civil authority, strike, stoppage of labor, riot, and unusually severe weather, significant fires, floods, earthquakes, storms, epidemics, pandemics, quarantine restrictions, strikes, freight embargos, government regulation, or governmental authorities, and delays which are not caused by any act or omission.

36.3 If either party is delayed by force majeure, the time of contract completion may be extended by contract modification, for a period of time equal to that delay caused under this condition. HCPS may also consider requests for price increase for raw materials that are directly attributable to the cause of delay. HCPS reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against HCPS. Further, except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure as defined herein.

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

INSURANCE REQUIREMENTS
Supply Contracts <$25,000.00

1. **General Insurance Requirements**

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

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

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

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

1.5 No acceptance and/or approval of any insurance by the Board shall be construed as relieving or excusing the Vendor from any liability or obligation imposed upon the Vendor by the provisions of this Contract.

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

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

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

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

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

2. **Vendor's Liability Insurance**

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

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

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

This insurance shall include coverage for all of the following:

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

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

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

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

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

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

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

2.1.6 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.

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

BID SPECIFICATIONS

BID # 27-JHP-005

Landscaping and Field Treatment Supplies and Services

1. INTENT

1.1 These specifications in addition to and/or in place of similar paragraphs in the Board of Education of Harford County (hereafter referred to as Harford County Public Schools or HCPS), Instructions to Bidders and General Terms and Conditions, are intended to furnish necessary labor, equipment, materials, supervision, tools, insurance and all related incidental required to provide landscaping and field treatment supplies and services at various locations (approximately 57 schools & offices) for Harford County Public Schools.

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 The contract resulting from this solicitation will be coordinated through the Facilities Department.

2. SCOPE OF WORK

2.1 This solicitation and the specifications that follow are being offered to qualify one or more supplier(s) to provide landscaping and field treatment supplies and services on an “as-needed basis” throughout the term of the Contract.

2.2 The requirements outlined herein are intended as an aid to acquaint Bidders with what could be required to execute the work on this contract. These specifications will serve as the source documents for services for the term of the Contract.

2.3 This is an Indefinite Delivery/Indefinite Quantities (IDIQ) contract. The services and/or materials intended for purchase are based upon future needs of the system and are pending allocation of funds and approval of award by the Board of Education of Harford County. HCPS reserves the right to authorize/order services and/or materials as may be required during the contract period and also, reserves the right to not authorize/order any services and/or materials. To aid in bid preparation, HCPS anticipates the total estimated value of the Contract to be approximately **$150,000.00** annually. This figure may change based upon the needs of the system for the term of this contract. HCPS does not guarantee that this dollar amount will be met or exceeded, nor can HCPS guarantee any minimum dollar amount to any Awarded Bidder(s).

2.4 All work must be done with the least possible disruption to the school operation and is to be coordinated with the HCPS Plant Chief – Operations Trades of the Facilities Department at 410-638-4088.

2.5 All work shall be approved by the HCPS Facilities Department. HCPS reserves the right of final approval for any work at the time of job completion. If the work is not acceptable, the Awarded Bidder will be called in to review and correct all problem areas without additional cost to HCPS. Any work necessary will be performed in accordance with a schedule jointly agreed upon. Failure of the Awarded Bidder to correct deficiencies, in a timely manner, may result in HCPS contracting with another vendor to correct deficiencies. The Awarded Bidder may then be responsible for the associated cost(s).

2.6 Bidder must have adequate inventory, on hand, of the listed materials on the Bid Form.

2.7 HCPS reserves the right to provide, at its own expense, any materials and/or equipment needed to complete a project.

2.8 At its sole discretion, HCPS reserves the following rights:

2.8.1 To perform any work at any site utilizing “in-house/HCPS personnel” for any project.

2.8.2 To issue a new solicitation for projects outside the scope of these specifications at any one or combination of sites, separate from this bid.

2.8.3 To obtain the work from any source, if for any reason, none of the Awarded Bidder(s) can complete the services within the parameters required by HCPS.

2.9 HCPS reserves the right to accept additional discount pricing if offered by the Awarded Bidder(s) for bulk purchase or promotional pricing. Price decreases are acceptable at any time, need not be verifiable, and are required should the contractor experience a decrease in costs.

2.10 There will be no cost to HCPS for vendors visiting an HCPS site to provide a quote and/or for any pre-examination work.

2.11 It is the intention of these specifications to secure all-inclusive unit prices to fully cover all required materials and/or labor for the scope of work as identified above.

3. TECHNICAL SPECIFICATIONS

3.1 Grass Seed

3.1.1 Awarded Bidder shall assure that all grass seed meets the specifications as specified herein.

3.1.2 Awarded Bidder shall assure that all grass seed is free of all prohibited and restricted noxious weeds in accordance with the Maryland Seed Law & Regulations of 1957, except blue tag specified or Oregon certified.

3.1.3 Awarded Bidder shall assure that all grass seed is free of ryegrass, timothy, bent grass, Canada bluegrass, Canada thistle, Bermuda grass, tall fescue and clover unless included in a specified mixture.

3.1.4 Awarded Bidder shall ensure that the seed filling this request complies with the Maryland Seed and Regulations Law, except blue tag specified or Oregon certified.

3.1.5 Awarded Bidder shall assure that all seed has been certified with complete and accurate analysis tags attached to each container.

3.1.6 The seed to be purchased is subject to the results from a quality control sampling submitted to the Maryland Seed Laboratory. Seed lots that fail to meet the minimum specifications contained herein will be returned to the Awarded Bidder without payment. Awarded Bidder will be required to replace promptly any lot failing to meet these specifications.

3.1.7 Shall be fresh, clean, new crop seed. Seed lots shall be State certified and blended under the supervision of the Maryland Department of Agriculture, Turf and Seed section. All seed lots shall have been pre-tested by the Maryland Seed Laboratory to ensure compliance with these specifications.

3.1.8 All seed used in the mix shall be a variety recommended in the latest edition of the "Agronomy Update" issued by the University of Maryland, Maryland Cooperative Extension, for use in Maryland. Tall Fescue shall be an improved turf-type variety.

3.1.9 All seed and labeling shall fully comply with the Maryland Seed Law and these specifications.

3.1.10 Seed shall be packed in 50 lbs. net weight, in new, clean, poly woven bags, tightly woven to prevent leaking and contamination. Each container shall have an accurate analysis tag, and a certification tag permanently affixed to it.

3.1.11 All seed shall be delivered within forty-eight (48) hours after the seed is mixed and tagged.

3.2 Limestone

3.2.1 Shall be ground agricultural limestone suitable for this type of work.

3.2.2 Lime shall contain not less than 85% total carbonates and shall be ground to such fineness that at least 50% will pass through a 100-mesh sieve and 98% will pass through a 20-mesh sieve.

3.3 Fertilizer

3.3.1 Shall be commercial grade, standard analysis.

3.3.2 Shall conform to all State and Federal regulations.

3.3.3 Shall be fully labeled in accordance with Maryland's State Law.

3.4 Sod

3.4.1 The sod shall be grown on a soil that is compatible with the root zone mixture to be used in the specified area.

3.4.2 Sod shall be:

3.4.2.1 Non-netted

3.4.2.2 90% Fescue

3.4.2.3 10% Blue Grass

3.4.2.4 Certified quality

3.4.2.5 Per square foot

3.4.3 Sod shall be 12-15 months old at time of harvest and machine stripped to a uniform thickness of ¾" soil below the thatch layer.

3.4.3.1 Thickness shall not vary more than ¼" from any place on the roll/slab.

3.4.3.2 Thin sod areas shall be cut out and acceptably patched.

3.4.4 No more than twenty-four (24) hours shall pass from harvest to installation.

3.4.5 Sod shall be free of objectionable grasses and broad-leafed weeds.

3.5 Mulch

3.5.1 Mulch shall be dyed black, dyed brown, dyed red or natural double shredded hardwood as specified.

3.5.2 Mulch shall be used for moisture retention in soil, week suppression, erosion control, dust abatement, landscape area top-dressing/decoration, and/or maintenance.

3.5.3 Mulch shall be free from plastic, glass, metal, rock and paper.

3.5.4 Mulch shall be consistent and particle size shall be less than 3 inches.

3.6 Topsoil

3.6.1 Topsoil shall not contain any subsoil.

3.6.2 Topsoil shall be free from plants, plant parts, Bermuda grass, Quack grass, Johnson grass, Nutsedge, poison ivy, Canada thistle, and other plant material.

3.6.3 It shall not contain any slag, cinders, lumps, sticks, roots, trash, glass, rocks, gravel, stones, sawdust, or any other extraneous materials.

3.6.4 Topsoil shall:

3.6.4.1 Not contain any extraneous material in excess of 3/8” diameter. No more than 10% by weight, shall exceed a 4.75mm sieve maximum opening in any direction of any screed grid.

3.6.4.2 Have a minimum organic content by weight of not less than 1.5%-2.5%.

3.6.4.3 Have a pH value of not less than 6.0 and not more than 7.5.

3.6.4.4 Have soluble salts less than 500 parts per million

3.6.5 Types of Topsoil

3.6.5.1 Screened Topsoil

3.6.5.2 Enriched Topsoil – blend of topsoil and compost

3.7 Compost

3.7.1 Compost shall be a manure-based turf enhancing organic such as Terra-Gro TM or approved equal.

3.7.2 Compost shall be used for slow-release fertilizer, turf grass top dressing, landscape mulch, solid amendment (to build organic matter), mulch for erosion control, and/or mulch for dust control.

3.7.3 Compost shall be derived from green material consisting of chipped, shredded, or ground vegetation or clean, processed, recycled wood products or a Class A, exceptional quality biosolids composts, as required by the United States Environmental Protection Agency (EPA), 40 CFR, Part 503c regulations or a combination of green material and biosolids compost.

3.7.4 Compost shall be processed or completed to reduce weed seeds, pathogens, and deleterious material, and shall not contain paint, petroleum products, herbicides,

fungicides, other chemical residues, or man-made foreign matter that would be harmful to plant or animal life. Other deleterious materials, plastic, glass, metal, or rocks shall not exceed 0.1% by weight or volume.

3.7.5 Compost soil amendment shall be a thoroughly composted, stable, mature, weed-free blended organic product derived from primary organic matter sources including horse and dairy manure, wood shavings and sawdust livestock bedding, straw, hay and other agricultural components.

3.7.6 Guidelines for Organic Soil Amendment

3.7.6.1 Color – Shall resemble dark topsoil (brown to very deep brown) and shall have a light, crumbly structure.

3.7.6.2 Particle Size – The material shall be able to pass through a 3/8” or smaller screen.

3.7.6.3 Odor – Amendment shall have an “earthy” aroma and should not emit peculiar or offensive odors.

3.7.7 Physical Properties

3.7.7.1 Moisture Content: 30%-55%

3.7.7.2 Organic Matter: >40% (dry weight basis)

3.7.7.3 Ash Content: <60%

3.7.8 Chemical Properties

3.7.8.1 C/N Ration: <25 :1

3.7.8.2 Nitrogen: 0.5% to 3.0%

3.7.8.3 Phosphorus: >0.2%

3.7.8.4 Potassium: >0.2%

3.7.8.5 PH: 6.5 to 8.5

3.7.8.6 Soluble salts: <4.0 dS (mmhos/cm) as measured in soil mix after amendment

3.7.9 Soil Amendment Manufacturer/Supplier shall:

3.7.9.1 Provide current product analysis test reports demonstrating conformity to physical and chemical parameters specified in sections 3.7.6 through 3.7.8 above.

3.7.9.2 Produce and supply product that is uniform and consistent from load to load and lot to lot.

3.8 Sod Installation

3.8.1 Sod shall be harvested in a uniform manner and placed within twenty-four (24) hours of harvest.

3.8.2 Lay sod to form a solid mass with tightly fitted joints; do not overlap. Wherever a break

occurs, overlap all ends and trim to tightly fitted joint, removing the excess. Stagger strips to offset joints in adjacent courses. Tamp or roll lightly to ensure contact with soil mixture. Plastic mesh shall not be permitted and must be removed prior to placement of sod. Awarded Bidder shall not rut or damage sod with tires or tracks.

3.8.3 Patching – All patches necessary to fill in undesirable areas shall be a minimum of twelve (12) inches in length and the width shall match that of the sod in place. Patches shall be of the same source and type as the original installation and shall be installed at specified finish grade and watered thoroughly.

3.8.4 The sod shall be rolled, upon completing of installation, with a field roller as specified in this solicitation.

3.8.5 Watering – Begin watering sod as each section is completed. Water to a depth of four (4) inches below the new sod pad. After a short drying period, roll the sod area in two directions to ensure contact with soil mixture and to smooth the area. Water sod areas, as required, until HCPS takes possession.

3.9 Safety Data Sheets (SDS) – Awarded Bidder shall provide Safety Data Sheets before shipping any product to HCPS. Safety Data Sheets shall also be included with each delivery. Safety Data Sheets shall be forwarded to the HCPS Plant Chief – Operations Trades, Facilities Department, 2209 Conowingo Road, Bel Air, MD 21015.

4. PRODUCT AND EQUIPMENT SPECIFICATIONS

4.1 **Group #1** – Fertilizer, Lime, Grass Seed (Supplies Only)

4.1.1 Fertilizer

4.1.1.1 22-0-14 Blend

4.1.1.1.1 50% slow release
4.1.1.1.2 Sulfur coated urea
4.1.1.1.3 Application Rate: 180 lbs/acre
4.1.1.1.4 50 lb bags

4.1.1.2 13-0-4 Blend

4.1.1.2.1 Prodiamine 0.38%
4.1.1.2.2 25% sulfur coated urea
4.1.1.2.3 Application Rate: 200 lbs/acre
4.1.1.2.4 50 lb bags

4.1.1.3 18-24-12 Starter

4.1.1.3.1 50% sulfur coated urea
4.1.1.3.2 Application Rate: 200 lbs/acre
4.1.1.3.3 During seed usage
4.1.1.3.4 50 lb bags

4.1.1.4 4-0-0 Humistart

4.1.1.5 32-0-6 scu

4.1.1.6 0-0-60 Potash

4.1.1.7 0-0-50 Sulphate of Potash

4.1.1.8 XCU 43-0-0

4.1.1.9 Holganix Bio 800 Gal

4.1.1.10 Mono Ammonium Phosphate MAP 11-52-0 lb

4.1.1.11 19-0-10 20% XCU 13% Cal 2% Iron Solu Cal with fertilizer

4.1.1.12 Field Conditioner, Turface MVP (or approved equal)

4.1.1.13 Field Conditioner, Turface Quick (or approved equal)

4.1.1.14 Field Conditioner, Pro League (or approved equal)

4.1.2 Lime

4.1.2.1 Dolomitic Pelleted Lime

4.1.2.2 Solu-Cal Lime

4.1.2.3 Athletic Field Marker Lime

4.1.3 Grass Seed

4.1.3.1 Double coverage

4.1.3.1.1 90% Fescue
4.1.3.1.2 10% Blue Grass
4.1.3.1.3 Application Rate: 200 lbs/acre

4.1.3.2 3-Way Tall Fescue

4.1.3.2.1 33.3% Blend - 3 Turf Type Fescues
4.1.3.2.2 Application Rate: 200 lbs/acre

4.1.3.3 3-Way Rye

4.1.3.3.1 33.3% Pre-Annual Rye – 3 types of Rye
4.1.3.3.2 Application Rate: 200 lbs/acre

4.1.3.4 Athletic Mix

4.1.3.4.1 70% Fescue
4.1.3.4.2 20% Rye
4.1.3.4.3 10% Blue Grass
4.1.3.4.4 Application Rate: 200 lbs/acre

4.1.3.5 Landscapers Mix

4.1.3.5.1 80% Fescue
4.1.3.5.2 20% Pre-Annual Rye
4.1.3.5.3 Application Rate: 200 lbs/acre

4.2 **Group #2** – Seeding/Field Work

4.2.1 Field Work/Equipment – Pricing shall be based on a per acre/yard price. This equipment shall be all-inclusive of an operator, equipment, fuel, and any other associated costs.

4.2.1.1 Bulk Fertilizer Spreading

4.2.1.1.1 GPS controlled truck
4.2.1.1.2 Floater tires

4.2.1.2 Vibrating Deep Tine Aerator with Crust Breaking Ability, per acre

4.2.1.2.1 Must have 6” tines
4.2.1.2.2 8’ Working width
4.2.1.2.3 Turf type floatation tires
4.2.1.2.4 Seed box

4.2.1.3 Compost Top Dresser, per cubic yard

4.2.1.3.1 20-yard capacity
4.2.1.3.2 Turf type flotation tires
4.2.1.3.3 PTO or hydraulically driven

4.2.1.4 Chain Drag, per acre

4.2.1.4.1 12’ Working width
4.2.1.4.2 Must have reversible tines

4.2.1.5 Brillion Packer Seeder, per acre

4.2.1.5.1 Double notched drums
4.2.1.5.2 10’ Working width
4.2.1.5.3 With seed boxes

4.2.1.6 Skid Loader – per hour

4.2.1.6.1 Minimum 60 horsepower

4.2.1.7 Athletic Field Mower – 2 Types, per acre

4.2.1.7.1 15’ Wide Mower
4.2.1.7.2 60” Zero Turn Mower

4.2.1.8 Slice Seeder – 6 ft min, per acre

4.3 **Group #3** – Sod and Installation

4.3.1 Sod Removal, per square foot

4.3.1.1 Removal up to 2” Depth

4.3.2 Sod Installation – To include sod and labor

4.3.2.1 Over 7,500 square feet
4.3.2.2 Under 7,500 square feet

4.3.3 Watering, per hour

4.3.3.1 Must have a minimum 1,000-gallon tank with operator
4.3.3.2 Equipped with hose and nozzles

4.3.4 Blec-avator – Reverse Tine Rototiller with operator, per acre

4.3.4.1 Max 9” depth
4.3.4.2 Minimum 12’ working width

4.3.5 Field Roller, per acre

4.3.5.1 Smooth drum
4.3.5.2 Must have filled drums
4.3.5.3 8’ minimum width

4.3.6 Sod – for purchase only

4.3.6.1 Over 7,000 square feet

4.3.6.1.1 42” wide x 50’ rolls
4.3.6.1.2 16” wide x 45” slabs
4.3.6.1.3 24” wide x 60” small rolls

4.3.6.2 Under 7,000 square feet

4.3.6.2.1 42” wide x 50’ rolls
4.3.6.2.2 16” wide x 45” slabs
4.3.6.2.3 24” wide x 60” small rolls

4.4 **Group #4** – Mulch, Topsoil, Stone, Compost (Supplies, Pickup & Delivery)

4.4.1 Mulch – Per Yard

4.4.1.1 Dyed Black
4.4.1.2 Dyed Brown
4.4.1.3 Dyed Red
4.4.1.4 Natural Double Shredded Hardwood, Premium Bark

4.4.2 Mechanically Engineered Wood Fiber (EWF) Mulch, 100 yds

4.4.2.1 The product shall meet or exceed ASTM F1292 and F2075 testing methods as certified by an independent laboratory conforming to current IPEMA safety standards as identified for the playground industry and current standards. Proof of IPEMA certification must accompany bid

4.4.2.2 IPEMA provides an independent laboratory which validates a manufacturer's certification to conformance to ASTM F1292 and F2075. A list of current validated products may be viewed at www.ipema.org.

4.4.2.3 All products and materials shall be recently produced and unused for its intended use.

4.4.2.4 Loose Fill System: Engineered Wood Fiber (EWF) Surfacing Woodcarpet®-A recreational surface manufactured from 100% pre-consumer recovered wood or from 100% post-consumer recovered wood. It is designed to reduce injuries on playgrounds and provide a stable resilient surface for trails. Finished product is tested according to ASTM methods to ensure compliance with up-to-date industry standards for playground surfacing.

4.4.2.5 Composition: 100% pre-consumer recovered wood or from 100% post-consumer recovered wood. Shall be free of soil, leaves, twigs, and other contaminants which hasten decomposition. Shall be free of chemical treatments or additives.

4.4.3 Topsoil – Per Yard

4.4.3.1 Screened Topsoil
4.4.3.2 Enriched Topsoil, 50-50 Blend

4.4.4 Stone – Per Ton

4.4.4.1 River Round – ¾”
4.4.4.2 River Round – 1”-3”
4.4.4.3 River Round – 3”-5”

4.4.5 Compost – Per Yard

4.5 **Group #5** – Mulch installation, per yard

4.5.1 Blower truck for landscape mulch

4.5.2 Blower truck for playground mulch

4.5.2.1 New Installation for Playgrounds - If new installation is requested, the EWF shall be delivered, offloaded, and placed onsite to a minimum depth of 12 inches after compaction for play equipment engineered wood fiber safety surfacing. Use mechanical equipment to uniformly compact to a 12" total depth. Level materials under and around playground equipment and borders.

4.5.3 Mulch installation by hand

4.5.4 Mulch removal

4.6 **Group #6** – Field Renovations

4.6.1 Field Renovations – Pricing shall be based on a per line-item basis.

4.6.2 Labor – Paid by the hour. Hourly rate shall include items of cost, overhead, and profit. Work time on the job only.

4.6.3 Equipment - The equipment shall be all-inclusive of fuel and any other associated costs. The cost per hour for each piece of equipment shall include all fuel, vital fluids, parts, maintenance, repairs, and all items of cost needed to keep the equipment in full operation.

4.6.3.1 Mobilization/Demobilization

4.6.3.1.1 Mobilization shall include, but not necessarily be limited to, the performance of preparatory construction operations, including the movement of personnel and equipment to and from the project site; applications, fee pavement and acquisition for all necessary permits (i.e. sediment control standard plan for all stockpile and staging areas if needed, etc.); construction stakeout and maintenance of same.

4.6.3.2 Surveying – Licensed Surveyor

4.6.3.2.1 Required Licensing in and by the State of Maryland, to perform

professional land surveys, in accordance with COMAR Title 15, 15-305.

4.6.3.3 Surveying – Rod Man

4.6.3.4 Labor – Field Supervisor

4.6.3.4.1 A field renovation supervisor under this contract shall be an individual with a minimum of five (5) years' experience in field renovation work as described in this specification.

4.6.3.4.2 Speak the English Language.

4.6.3.5 Skilled Laborer

4.6.3.5.1 A skilled laborer under this contract shall be an individual trained in field renovation work as described in this specification.

4.6.3.6 Unskilled Laborer

4.6.3.6.1 A laborer under this contract shall be an individual trained in field renovation work as described in this specification.

4.6.3.7 Operator – Heavy Equipment

4.6.3.7.1 An operator under this contract shall be an individual with at least two (2) years' experience in the use and operation of field renovation equipment.

4.6.3.7.2 Heavy equipment under this contract shall be bid on a cost per hour basis, and may include but not limited to a dump truck, front end track loader, water truck, hydro seeder, front end rubber tire loader with one cubic yard bucket, with backhoe, finish tractor mounted mower, seed drill, York rake, aerator, drop spreader, whirly bird fertilizer spreader, laser grader, boom sprayer, disc, sub-grade roller, and roller/cultipacker seeder.

4.6.3.7.3 If a project requires another type of heavy equipment of an equivalent nature, the equipment's cost per hour will be negotiated.

4.6.3.8 Operator - Truck Driver

4.6.3.8.1 Under this contract Truck Driver shall be bid on a cost per hour basis and is limited to a dump truck.

4.6.3.9 Grounds Stabilization Temporary

4.6.3.9.1 The spreading of temporary stabilization measures such as seeding and/or mulching throughout the duration of the project.

4.6.3.10 Soil Test

4.6.3.10.1 The Awarded Bidder shall submit a soil test when requested.

4.6.3.10.2 The Contractor shall submit a soil test to an approved lab.

4.6.3.10.3 The lab shall specify and make recommendations to the Contractor

and HCPS or Harford County Government for fertilizer ratios and rates of application regarding macro- and micro-nutrients.

4.6.3.11 Sod – Big Roll 42”x90’

4.6.3.11.1 Big roll shall be cut in approximate widths of greater than or equal to 30 inches and minimum lengths of 50 feet.

4.6.3.11.2 Sod shall be a turf-type tall fescue/bluegrass blend.

4.6.3.11.3 Shall be free of all netting or removed prior to placement.

4.6.3.12 Dump Truck – 2 Types, per hour

4.6.3.12.1 Single axle
4.6.3.12.2 Tandem axel

4.6.3.13 Loader – Front End

4.6.3.13.1 Three cubic yard capacity with backhoe

4.6.3.14 Backhoe Loader – Front End Rubber Tire

4.6.3.14.1 Minimum one cubic yard bucket
4.6.3.14.2 Minimum 24” width trenching bucket

4.6.3.15 Hydro Seeder

4.6.3.15.1 100’ spraying range

4.6.3.16 Seed Drill

4.6.3.16.1 6’ turf or environmental seeding

4.6.3.17 Seeder, Roller, Cultipacker

4.6.3.17.1 6’ – 8’ swath

4.6.3.18 Rake – Harley

4.6.3.18.1 6’ for seed bed preparation

4.6.3.19 Aerator – Deep Tine Vertidrain or approved equal

4.6.3.19.1 ¾” – 1” diameter solid tine
4.6.3.19.2 8” – 10” depth

4.6.3.20 Aerator – Core

4.6.3.20.1 ¾” – 1” diameter hollow tine
4.6.3.20.2 6’ – 10’ swath
4.6.3.20.3 3” – 6” depth

4.6.3.21 Aerator – Shallow Tine

4.6.3.21.1 Solid tine 6’ – 10’ swath

4.6.3.22 Spreader – Drop

4.6.3.22.1 Top dressing
4.6.3.22.2 6’ – 10’ swath

4.6.3.23 Spreader – Whirly Bird

4.6.3.23.1 2 cubic yard capacity

4.6.3.24 Sprayer

4.6.3.24.1 10’ – 12’ boom

4.6.3.25 Disc

4.6.3.25.1 8’ – 12’ swath

4.6.3.26 Roller

4.6.3.26.1 Minimum two (2) ton rollers

4.6.3.27 Fence – Silt Fence, per linear foot

4.6.3.27.1 All sediment and erosion control measures shall conform to the following guidelines. Refer to “2011 Maryland Standards and Specifications for Soil Erosion and Sediment Control", as amended, for standard details and detailed specifications of each practice specified herein.

4.6.3.28 Fence – Supper Silt, per linear foot

4.6.3.28.1 All sediment and erosion control measures shall conform to the following guidelines. Refer to “2011 Maryland Standards and Specifications for Soil Erosion and Sediment Control", as amended, for standard details and detailed specifications of each practice specified herein.

4.6.3.29 Skid Loader - Laser Grading Equipment, per hour

4.6.3.29.1 Grading equipment for sports field areas shall consist of two (2) laser receivers mounted on the blade of a small road grader (less than 19,000 lbs.) or box blades using turf tire tractors with entire weighing less than 8,000 pounds with the following: non- contact, automation control. The equipment shall be equipped with dual laser pickup, dual laser grade range mode, and each laser pickup shall operate the one end of the blade elevation automatically once it is locked on the laser beam. The laser source shall be capable of accuracy to two (2) decimal places and shall be capable of operating either in the positive or negative angle configuration without physically moving the laser source head. Additionally, and as may be warranted, radial lasers may be required to accomplish the grading plan on Baseball fields or those fields that have a turtleback type grading situation.

4.6.3.30 Dump Tip Fees, per ton

4.6.3.31 Materials – Field Renovation

4.6.3.31.1 Cost X unit price multiplier.

4.6.3.31.2 All materials required for this contract shall include but not be limited to: seed, markers, fertilizer, stakes, turf blankets, sediment and erosion control measures, borrow, soil amendments, topsoil, compost, limestone, gypsum, mulch, baseball infield mix, etc.

4.6.3.32 Equipment Rental – Not otherwise identified

4.6.3.32.1 All equipment rental costs not otherwise identified in the solicitation shall be billed at actual cost and treated as a pass-through expense, with no additional markup or administrative fees.

4.6.3.33 Contingency Items – Not covered by line items (i.e. water meter, water bill, etc.)

4.6.3.33.1 Costs associated with unforeseen or additional work not covered by the established line items shall be billed at actual cost and treated as a pass-through expense, with no additional markup or administrative fees. All contingency work must receive prior written approval from HCPS before the costs are incurred.

5. DELIVERY/PICK-UP

5.1 All deliveries shall be scheduled at least twenty-four (24) hours in advance by contacting the HCPS Plant Chief in the Facilities Department. The Awarded Bidder(s) must indicate the estimated time of delivery, so that HCPS can schedule personnel on-site to direct the unloading.

5.2 Awarded Bidder shall be responsible for ensuring that deliveries are made during regular business hours and days.

5.3 Material deliveries shall be made by truck to any HCPS location and shall include a forklift to unload supplies.

5.4 No minimum order quantities shall be granted.

5.5 All materials and supplies for HCPS shall be delivered F.O.B. Destination.

5.6 HCPS requires delivery of material within five (5) business days from receipt of order placed via website/telephone by the HCPS Plant Chief or their designee. Failure of the Awarded Bidder to deliver within five (5) business days may result in HCPS canceling the order with the Awarded Bidder and HCPS ordering the material from the next lowest bidder. The Awarded Bidder may then be monetarily responsible for the difference in cost.

5.7 If there are extenuating circumstances, out of the control of the Awarded Bidder that would extend the delivery past the agreed upon time, then, the Awarded Bidder agrees to notify HCPS immediately of these circumstances and to advise of when the delivery shall be made.

5.8 Awarded Bidder demonstrating habitual delivery deficiencies will be subject to termination of contract for cause.

5.9 A delivery ticket shall accompany all deliveries. The delivery ticket must include the HCPS order number. The Awarded Bidder shall obtain a signature from HCPS employee on the delivery receipt for all items delivered. The supplier will be required to furnish proof of delivery in case of dispute.

5.10 Any damaged shipments will be replaced solely at the Awarded Bidder's expense. This shall include pickup of damaged products and delivering replacement products. Delivery of replacement

product shall be made within five (5) business days from receipt of notification of damage.

5.11 All “drop shipments” (direct form the manufacturer or wholesaler) must adhere to terms specified within the solicitation.

5.12 Deliveries of equipment and other materials must be made with the Awarded Bidder(s) present and stored on-site as indicated by the Facilities Department. Equipment and material shall not be delivered to the site prior to their installation, unless approved by the Facilities Department.

6. GENERAL INFORMATION

6.1 It may be necessary for part of the work to be done during the regular school year. Proper identification is a necessity at all times. Safety and security for students and staff is a priority. Contractors and visitors must report to the main office, present photo identification and sign in when entering the building. School-assigned visitor badges must be worn at all times.

6.2 The Awarded Bidder shall coordinate the scheduling of all Work with the HCPS Plant Chief – Operations Trades in the Facilities Department at 410-638-4088, prior to commencing Work. The Awarded Bidder shall maintain coordination throughout the performance of the Contract to ensure that Work does not interfere with the normal operations of the school or facility.

6.3 All passageways and means of egress must be kept open during school hours except where special permission is granted.

6.4 Working Hours

6.4.1 Regular work hours during school are from 7:00 am until 4:00 pm, Monday through Friday, excluding holidays.

6.4.2 Summer work hours are from 6:00 am until 4:00 pm, Monday through Thursday, excluding holidays.

7. SPECIFIC CONDITIONS

7.1 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.

7.2 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.

7.3 The Awarded Bidder shall, without additional cost to Harford County Public Schools, be responsible for obtaining all necessary licenses and permits. The Awarded Bidder shall comply with all FEDERAL, STATE, AND LOCAL LAWS, CODES AND REGULATIONS in connection with the performance of the work. Licenses and permits shall apply to the Contract throughout and shall be deemed to be included in the Contract the same as through herein written out in full.

7.4 All work is to be handled in complete compliance with OSHA and MOSHA requirements. Every effort is to be made to ensure the safety of all individuals during work, as well as, during operation.

7.5 Awarded Bidder(s) shall assume full responsibility and liability for protection of workers and persons occupying areas adjacent to the delivery and pick-up sites, except and unless damage, loss, injury or illness is caused by the negligence or tortious misconduct of HCPS employees.

7.6 Awarded Bidder(s) shall be familiar with all applicable codes, regulations, standards, documents and this specification.

7.7 Where conflicts among the requirements of the codes, regulations, standards, documents and this specification exist, the most stringent requirement shall be utilized by the Awarded Bidder(s).

7.8 All work shall be performed in a neat, workmanlike manner in full compliance with standards acceptable to the trade. Adequate precautions shall be taken for the safety of personnel and for prevention of damage or defacing of any portion of the building or property.

7.9 The Awarded Bidder(s) shall be responsible for their work until its completion and final acceptance.

7.10 All hazardous waste will be identified as defined by Federal, State and Local laws, regulations and guidelines currently in effect. Additionally, all hazardous waste resulting from work at this site under these specifications must be removed and properly disposed of in accordance with all applicable Federal, State and Local laws, guidelines and regulations.

7.11 Storage of any tools, equipment or materials incidental to the performance of the Contract must be coordinated with the Plant Chief or their designee in the HCPS Facilities Department and will be at the Awarded Bidder's risk. NO TOOLS, EQUIPMENT OR MATERIALS MAY BE STORED IN THE SCHOOL. The Awarded Bidder(s) shall repair or replace any of the same, which may be damaged, lost or stolen without additional cost to HCPS.

7.12 All materials furnished in carrying out this contract shall be of the quality required by the specifications. Any unsatisfactory or damaged materials furnished shall be removed and satisfactorily replaced by the Awarded Bidder(s) when notified in writing to do so by Harford County Public Schools. If the Awarded Bidder(s) shall neglect or refuse to remove such unsatisfactory or damaged materials within a reasonable amount of time after the serving of the above-mentioned notice, Harford County Public Schools may remove said materials, or cause the same to be removed, and satisfactorily replaced by contract, or otherwise, as may be considered expedient, and the expense thereof shall be charged to the Awarded Bidder(s) and such expense so charged shall be deducted from any money due or to become due under the Contract. No such rejected material shall be again offered for use on any contract with Harford County Public Schools.

7.13 The documents contained within this Invitation for Bid constitute 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.

7.14 Any and all exceptions to the bid documents must be clearly noted at the time of bid submission and included under a separate submission labeled "Exceptions". Exceptions may deem the bid non-responsive.

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

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

8. FORM OF PROPOSAL

8.1 All pricing must be submitted on the Bid Form with the Company Name listed at the top of each page. Categories that do not apply to the Bidder, shall be marked "No Bid".

8.2 Pricing provided by Bidders shall be for any quantity. No minimum quantity orders and/or shipments are guaranteed.

8.3 Bidders may have several different rates that apply to one (1) item. In those instances, bidders must “average” all rates and provide that rate. Only one (1) rate is allowed for each item.

8.4 Bidder must submit a separate price for each item listed on the Bid Form. Submission of one price for all the items without indicating a price per item shall be considered non-responsive. If there is any discrepancy between the unit cost and total cost, the unit cost shall prevail.

8.5 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.

9. AWARD

9.1 Harford County Public Schools intends to award to the lowest responsive and responsible bidder(s) meeting the specifications. HCPS is not obligated but reserves the right to award to one or more responsive and responsible bidder(s) offering the lowest pricing and is deemed to be in the best interest of HCPS.

9.2 Harford County Public Schools reserves the right to award in full, by group, by item, or no award at all, whichever is the best interest of HCPS.

9.3 The quantities listed are an estimated amount based on historical data. This is not a guarantee of volume that will be ordered, it is strictly for evaluation purposes.

9.4 In the event of multiple awards, HCPS reserves the right to use any vendor at any time, based on factors including, but not limited to, availability, capacity, responsiveness, pricing, and the best interest of HCPS. There is no guarantee regarding volume, scale, or dollar amount in the categories awarded.

9.5 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.

9.6 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.

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

9.8 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.

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

9.10 HCPS reserves the right to add similar or related services to the Contract during its term. Any additional services, associated pricing, and other applicable terms shall be mutually agreed upon by HCPS and the Awarded Bidder(s). All additions to the Contract shall be documented through a written Contract Amendment executed by both parties.

9.11 HCPS reserves the right to add awarded bidder(s) to this contract, within one (1) year of contract award, if the initial awarded bidder(s) cannot fulfill all the requirements.

9.12 HCPS reserves the right to utilize the services of the next favorably priced responsive and responsible bidder, if for any reason the preceding Awarded Bidder is unable to fulfill their contractual obligations within one (1) year of contract award.

9.13 In the event the Awarded Bidder(s) cannot deliver the services of the Contract in accordance with the specifications, HCPS reserves the right to purchase the services on the open market to ensure the continued operation of HCPS. The difference in the open market cost and bid price will be at the expense of the Awarded Bidder.

10. TERM OF CONTRACT

10.1 The initial term of this contract shall be for one (1) year and shall begin on or about **February 1, 2027** through **January 31, 2028.**

10.2 Harford County Public Schools reserves the right, if mutually agreed upon, to renew this contract under the same terms and conditions for five (5) additional, one (1) year periods.

11. PRICING AND RATE ADJUSTMENTS

11.1 All prices herein shall be firm against any adjustment for the first twelve (12) months of the Contract.

11.2 Prior to commencement of subsequent renewal terms, HCPS will entertain a request for a price adjustment on the cost up to the Consumer Price Index for the previous 12-month period prior to the renewal date. The Awarded Bidder(s) shall request all rate adjustments in writing to the Procurement Agent, at least ninety (90) days prior to the renewal date. **Increases submitted late may not be considered.**

11.3 The request for a change in the price/rate shall include: (1) the Bid number, (2) existing price/rate, (3) the new proposed price/rate, (4) supporting documentation (i.e., appropriate Bureau of Labor Statistics index). The request for a price increase on products shall include documentation from the manufacturer to verify the basis for such request and submit current catalogs.

11.3.1 HCPS will also consider adjustments based on fees outside of the control of the Contractor, such as manufacturer price increases. However, such increases will be a "pass through" to HCPS with no mark-up allowed. For such changes to be considered, documentation from the manufacturer (or any other applicable party) assessing a cost increase must accompany a written request from the Contractor.

11.4 HCPS will only consider adjustments on rates based upon the Consumer Price Index (CPI) for all Urban Consumers as published by the Bureau of Labor Standards (https://www.bls.gov/data/), or the most appropriate index for the service or product being provided.

11.5 For purposes of this section, “Consumer Price Index” shall mean the Consumer Price Index-All Urban Consumers-Baltimore-Columbia-Towson, MD-All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics.

11.6 For each option year of this contract, pricing may be adjusted by the percentage change in the Consumer Price Index by following the steps below, which the HCPS Procurement Department will follow:

11.6.1 Access the U.S Bureau of Labor Standards https://www.bls.gov/data/.

11.6.2 Under “All Urban Consumers (Current Series)”, click on “One Screen Data Search” (magnifying glass).

11.6.2.1 Select “Baltimore-Columbia-Towson, MD” for No.1.

11.6.2.2 Select “All Items” for No 2.

11.6.2.3 “Not Seasonally Adjusted” box should be selected in No. 3.

11.6.2.4 Select “Add to Selection” then “Get Data” button.

11.6.2.5 Select “More Formatting Options” located in the top right-hand corner.

11.6.2.5.1 Unselect “Original Data Value” and select “12-Month Percent Change” box

11.6.2.5.2 Select “Retrieve Data”

11.6.2.6 Use the ‘12 Months Percent Change’ chart. Adjustment shall be based on the most recently published percentage change.

11.6.2.7 Multiply the percentage change by the base cost to determine the escalated cost.

11.7 The Award Bidder shall provide bona-fide manufacturer's documentation reflecting the percentage change. The CPI adjustment is NOT automatic. HCPS reserves the right to accept or reject the adjustment within sixty (60) days of receipt of request. Rate adjustments will be approved at the discretion of HCPS and are not guaranteed.

11.7.1 If the request is rejected, the Contract for that item may be terminated thirty (30) days from the date of HCPS rejection letter.

11.7.2 If adjustment request is rejected, HCPS reserves the right to purchase services or goods from the next most favorable responsive and responsible bidder, as the requested adjustment may change the award position. If the next most favorable responsive bidder(s) does not have service available within the requested timeframe, HCPS reserves the right to purchase from any source.

11.7.3 Awarded Bidder whose price adjustment has been rejected by HCPS shall be granted the right of first refusal and shall be given an opportunity to match the item pricing of the next most favorably ranked responsive and responsible bidder within ten (10) days of receipt of HCPS rejection notification.

11.8 Upon receipt of the Awarded Bidder(s) request, HCPS shall decide to accept, reject, or modify the request, as may be determined to be in the best interest of HCPS, for a price adjustment based upon its investigations and the information provided by the Awarded Bidder. If HCPS approves the price adjustment, the price shall remain firm for the renewal term for which it was requested. Any orders received prior to a request for a price increase shall be honored at the original contract price.

11.9 HCPS reserves the right to decrease the unit price, if such downward adjustment is reflected with the CPI data.

11.10 Rate increase requests will not be considered if not accompanied with the proper information or within the designated time.

11.11 HCPS reserves the right to cap pricing adjustments at five percent (5%) of the price for the immediately preceding year.

12. DISCOUNTS

It shall be the responsibility of the Awarded Bidder to provide notification of any promotional allowances,

volume incentives, and/or rebates. The Awarded Bidder(s) shall also provide any necessary forms and documentation needed to redeem such discounts.

13. BILLING AND PAYMENT

13.1 For supplies, the Awarded Bidder(s) shall submit an original invoice for each order. Invoices shall contain a detailed listing of the amount of materials, per unit as stated on the Bid Form, extended with total price, per item and total dollar amount.

13.2 For services, the Awarded Bidder(s) shall submit an original invoice for each completed project. Invoices shall contain the following information:

13.2.1 Invoice shall contain the name of the facility where the work was performed and include an itemized list of material that was provided, delivered and installed, when applicable. All jobs must be invoiced separately.

13.2.2 Invoice shall include a detailed listing of the number of actual hours worked, per type of equipment, including a complete description of the work completed. All equipment rates will be paid as indicated on the Bid Form.

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

13.4 A copy of all invoices are to be sent to the Facilities Department, Attention: HCPS Plant Chief – Operations Trades, 2209 Conowingo Road, Bel Air, MD 21015, referencing the contract number and/or Purchase Order number.

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

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

14. GUARANTEE/WARRANTY

14.1 The Awarded Bidder shall supply all manufacturers' guarantees in substance and terms normally provided in the trade.

14.2 The Awarded Bidder shall guarantee all work performed under this contract to be free from faulty workmanship for a period of **one (1)** year from the date of formal acceptance by Harford County Public Schools.

14.3 Awarded Bidder(s) shall unconditionally guarantee the materials and workmanship of all supplies and service furnished by them.

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

15. TAXES AND PERMITS

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

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

15.3 Awarded Bidder(s) shall make application for permits, as required for the work under this contract.

Awarded Bidder is required to schedule inspections by Harford County Government or other State/Local agencies as required and is responsible to meet or exceed all codes.

16. **INSPECTION OF SITE**

16.1 When service is needed, bidders are responsible for site visitation and confirmation of existing conditions.

16.2 Each bidder may visit the sites of the proposed work and fully acquaint themselves with conditions as they exist. Arrangements for site visitations shall be made contacting the HCPS Plant Chief – Operations Trades in the Facilities Department at 410-638-4088.

16.3 Failure to become familiar with the site will not relieve an awarded bidder of their obligation to furnish all materials, labor, and services necessary to carry out the provisions of the specifications herein.

17. **EQUIPMENT**

17.1 All equipment required to perform standard or typical work under this contract shall be owned by the Awarded Bidder(s). HCPS shall not reimburse Awarded Bidder(s) for equipment rental charges without preauthorization by HCPS.

17.2 All equipment of the Awarded Bidder(s) shall be in good working condition and shall conform to required safety standards.

17.3 Use of HCPS equipment is prohibited.

18. **PROFESSIONALISM**

18.1 HCPS requires all work to be completed utilizing “Professional Workmanship”. HCPS shall closely monitor and examine the services provided and shall only accept a “Professional Workmanship”. The following may be considered reasons for immediate termination of a company:

18.1.1 Failure of the Awarded Bidder to have the required materials and equipment with them to execute a project without undue delay to leave the project and pick up supplies or equipment. HCPS reserves the right to bring in any other contractor in order to complete work that is not completed in a timely fashion.

18.1.2 Failure of the Awarded Bidder to have all personnel sign into and out of the main office of any school, whenever that school’s office is open.

18.1.3 Failure of the Awarded Bidder to utilize qualified personnel to do the work for HCPS sites. The individuals doing the work at HCPS sites shall:

18.1.3.1 be properly trained and experienced to perform services as specified.

18.1.3.2 refrain from any comments or gestures to the students or staff; and, refrain from making any comments or gestures to fellow workers that could be interpreted as inappropriate or obscene.

18.1.3.3 be dressed appropriately to work in a “school environment” with student, teacher, staff, and parents present. The assigned employee shall prominently display the name of their company on a shirt or hat.

18.1.3.4 abide by the HCPS drug, tobacco and alcohol policy. HCPS maintains a “drug, tobacco, and alcohol-free zones”. Furthermore, HCPS prohibits gambling and obscene or abusive language.

18.1.4 Immediate termination of a company for not providing "Professional Workmanship" as determined by HCPS, using criteria determined by HCPS and not necessarily industry standards, shall result in:

18.1.4.1 Awarded Bidder being paid for all work completed to date. Any monies required to complete the repairs or installations in progress shall be deducted from those owed, prior to final payment. In the event the monies required to complete services in progress shall be owed HCPS by that Awarded Bidder.

18.1.4.2 Awarded Bidder being unable to bid any HCPS project for up to twelve (12) months from the date of termination.

19. SUBCONTRACTORS

19.1 Awarded Bidder shall not subcontract out any portion of this Contract without prior approval from HCPS. **No exceptions**. The Awarded Bidder is required to have sufficiently trained staff to handle the project. Any Awarded Bidder using subcontractors not approved by HCPS, may be subject to termination for cause.

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

20. QUALIFICATION OF BIDDER

20.1 HCPS requires that participating bidders have been in business for at least three (3) years providing landscaping and field treatment supplies and/or services. Bidders who cannot demonstrate to the satisfaction of HCPS that they have had similar experiences or failed to provide this information on your Bid Form may deem your bid non-responsive.

20.2 Bidders submitting pricing for **Group #6** must possess the appropriate technical knowledge and experience to perform the required services. At the time of bid submission, bidders must have an adequate number of qualified employees available to meet the requirements of the bid. Employees assigned to HCPS projects must be properly trained, experienced, and hold any required certifications necessary to perform the work. Awarded Bidder(s) shall demonstrate, to the satisfaction of HCPS, that all employees assigned to HCPS projects possess the qualifications, training, experience, and certifications necessary to successfully perform the services outlined herein.

20.2.1 License/Certifications – Bidder(s) **SHALL SUBMIT** the following documentation with your bid submission. Failure to provide this documentation may deem your bid non-responsive.

20.2.1.1 Required Licensing in and by the State of Maryland, to perform professional land surveys, in accordance with COMAR Title 15, 15-305.

20.2.2 Upon request by HCPS, the Awarded Bidder shall submit resumes and copies of relevant certifications and licenses for any personnel assigned to work at HCPS facilities. Failure to provide requested documentation within a reasonable timeframe, as determined by HCPS, may result in removal of personnel from HCPS sites or other remedies available under the Contract.

20.2.2.1 A Field Renovation Supervisor under this contract shall be an individual with a minimum of five (5) years' experience in field renovation work as described in this specification.

20.2.2.2 An Operator under this contract shall be an individual with at least two (2) years' experience in the use and operation of field renovation equipment.

20.3 All bidders must be registered and considered in "Good Standing" with the State Department of Assessment and Taxation (SDAT) (all fees, taxes, and penalties owed to Maryland are paid). Any respondent not considered in "Good Standing" may be deemed non-responsible. Visit the following website to ensure compliance or to register: https://egov.maryland.gov/businessexpress. (HCPS bears no responsibility for the 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.)

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

20.5 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.

20.6 Bidders shall complete and return with their bid the "Reference Form" included in this solicitation (see Bid Form – Reference Form). Bidders shall have a minimum of three (3) references completed from clients of similar size and needs, within the past three (3) years. Business Name, contact name, type of work performed, e-mail addresses and phone numbers are required. Failure to submit relevant references may deem bidder as non-responsible.

20.6.1 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.

20.6.2 HCPS will not be responsible for errors, non-working phone numbers, inaccurate email addresses or people no longer employed with the company or do not respond.

21. CONTRACTOR RESPONSIBILITY

Contractors are **required** to register on eMaryland Marketplace Advantage (eMMA) at https://procurement.maryland.gov within five (5) days following notice of award. Maryland law requires local and state agencies to post award notices on eMaryland Marketplace Advantage. This cannot be done without the contractor's self-registration in the system. Registration is free. Failure to comply with this requirement may be considered grounds for default. It is recommended that any interested bidder register with eMaryland Marketplace Advantage regardless of the award outcome for this procurement as it is a valuable resource for bid notification for municipalities throughout Maryland.

22. PROCUREMENT ADMINISTRATOR

Jennifer Horner, Supervisor of Procurement 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 **December 1, 2026.** 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 **December 3, 2026** at www.hcps.org as well as eMaryland Marketplace Advantage.

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

CONTRACT SAMPLE

27-JHP-005
Landscaping and Field Treatment Supplies and Services

THIS AGREEMENT, made this _____ day of _____, 202__, by and between the Board of Education of Harford County, acting herein through its Superintendent, hereafter called "Owner" and _____, a corporation located at _____, hereinafter called "Contractor".

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

The initial term of the Contract shall be for one (1) year and shall begin on or about February 1, 2027 and end January 31, 2028. HCPS reserves the right, if mutually agreed upon, to extend this Contract for up to five (5) additional, one (1) year periods.

Hereinafter called the contract, in the amount of _____ provided, and all related work in connection therewith, under the terms as stated in the General and Special Conditions of the Bid Document and all related documents; and at their own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in **Bid # 27-JHP-005**, and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by the Board of Education of Harford County, and as enumerated in the General Conditions, all of which are made a part hereof and collectively evidence and constitute the Contract.

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

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

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

Seal in Signature

_____
Board of Education of Harford County
Witness

_____
Date

Seal in Signature

_____
Authorized Contractor Signature

_____
Contractor Witness

_____
Date

Board of Education of Harford County

_____
Dyann R. Mack, Ed.D., Superintendent of Schools

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

_____
Company Name

_____
Address

_____
Address

_____
Company Name

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

CHECK LIST

27-JHP-005

Landscaping and Field Treatment Supplies and Services

- ☐ Signed and included all Addenda (if applicable)
- ☐ Submitted a sample Certificate of Insurance (Proving coverages and limits as specified in "Insurance Requirements" **or** a letter committing to obtain the required coverages and limits as specified)
- ☐ Submitted required licensing in and by the State of Maryland, to perform professional land surveys, in accordance with COMAR Title 15, 15-305 – **Group #6 ONLY** (per Section 20.2.1)
- ☐ Register on eMaryland Marketplace Advantage at https://procurement.maryland.gov (Section 21)
- ☐ Completed and Submitted Bid Form
- ☐ Completed and Submitted Reference Form
- ☐ Signed and included State of Maryland Anti-Bribery
- ☐ Signed and included Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- ☐ Signed and included Employment of Sex Offenders and Other Criminal Offenders Affidavit

Items that are 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 _____

_____
Company Name

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

BID FORM

27-JHP-005
Landscaping and Field Treatment Supplies and Services

In compliance with the Invitation for Bid, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish all necessary permits, labor, equipment, materials, supervision, tools, insurance, services and all related incidentals required to provide landscaping and field treatment supplies and services at various locations (approximately 57 schools & offices) for Harford County Public Schools, in full compliance with the accompanying specifications in accordance with the price listed below.

Group #1 – Fertilizer, Lime, Grass Seed (Supplies Only)						
Item #	**Item**	**Description**	**UOM**	**Estimated Amount**	**Unit Price**	**Total Price**
1	Fertilizer	22-0-14 Blend	LB	500	$	$
2	Fertilizer	13-0-4 Blend	LB	500	$	$
3	Fertilizer	18-24-12 Starter	LB	500	$	$
4	Fertilizer	4-0-0 Humistart	LB	500	$	$
5	Fertilizer	32-0-6 scu	LB	500	$	$
6	Fertilizer	0-0-60 Potash	LB	500	$	$
7	Fertilizer	0-0-50 Sulphate of Potash	LB	500	$	$
8	Fertilizer	XCU 43-0-0	LB	500	$	$
9	Fertilizer	Holganix Bio	GAL	500	$	$
10	Fertilizer	Mono Ammonium Phosphate MAP 11-52-0	LB	500	$	$
11	Fertilizer	19-0-10 20% XCU 13% Cal 2% Iron Solu Cal with fertilizer	LB	500	$	$
12	Field Conditioner	Turface MVP (or equal)	LB	500	$	$
13	Field Conditioner	Turface Quick (or equal)	LB	500	$	$
14	Field Conditioner	Pro League (or equal)	LB	500	$	$
15	Lime	Dolomitic Pelleted	LB	500	$	$
16	Lime	Solu-Cal	LB	500	$	$
17	Lime	Athletic Field Marker	LB	500	$	$
18	Grass Seed	Double Coverage	LB	500	$	$

_____
Company Name

Group #1 – Fertilizer, Lime, Grass Seed (Supplies Only – *continued*)						
Item #	**Item**	**Description**	**UOM**	**Estimated Amount**	**Unit Price**	**Total Price**
19	Grass Seed	3-Way Tall Fescue	LB	500	$	$
20	Grass Seed	3-Way Rye	LB	500	$	$
21	Grass Seed	Athletic Mix	LB	500	$	$
22	Grass Seed	Landscapers Mix	LB	500	$	$
Total – Group #1 (Items #1-22)						**$**

Group #2 – Seeding/Field Work					
Item #	**Item**	**UOM**	**Estimated Amount**	**Unit Price**	**Total Price**
23	Bulk Fertilizer Spreading	Acre	90	$	$
24	Vibrating Deep Tine Aerator with Crust Breaking Ability	Acre	30	$	$
25	Compost Top Dresser	Cu Yd	480	$	$
26	Chain Drag	Acre	30	$	$
27	Brillion Packer Seeder	Acre	30	$	$
28	Skid Loader – Minimum 60 Horsepower	Hour	100	$	$
29	Athletic Field Mower – 15’ Wide	Acre	30	$	$
30	Athletic Field Mower – 60” Zero Turn Mower	Acre	30	$	$
31	Slice Seeder	Acre	30	$	$
Total – Group #2 (Items #23-31)					**$**

Group #3 – Sod and Installation						
Item #	**Item**	**Description**	**UOM**	**Estimated Amount**	**Unit Price**	**Total Price**
32	Sod Removal	Removal up to 2” depth	Sq Ft	10,000	$	$
33	Sod & Installation – Over 7,000 sq ft	Per specifications	Sq Ft	7,000	$	$

_____
Company Name

Group #3 – Sod and Installation (*continued*)						
Item #	**Item**	**Description**	**UOM**	**Estimated Amount**	**Unit Price**	**Total Price**
34	Sod & Installation – Under 7,000 sq ft	Per specifications	Sq Ft	4,800	$	$
35	Watering Truck	Per specifications	Hour	40	$	$
36	Blec-avator	Reverse Tine Rototiller w/Operator	Acre	10	$	$
37	Field Roller	Per Specifications	Acre	30	$	$
38	Sod (Purchase Only) – Over 7,000 sq ft	42” wide x 50’ rolls	Sq Ft	7,000	$	$
39	Sod (Purchase Only) – Over 7,000 sq ft	16” wide x 45” slabs	Sq Ft	7,000	$	$
40	Sod (Purchase Only) – Over 7,000 sq ft	24” wide x 60” small rolls	Sq Ft	7,000	$	$
41	Sod (Purchase Only) – Under 7,000 sq ft	42” wide x 50’ rolls	Sq Ft	4,800	$	$
42	Sod (Purchase Only) – Under 7,000 sq ft	16” wide x 45” slabs	Sq Ft	4,800	$	$
43	Sod (Purchase Only) – Under 7,000 sq ft	24” wide x 60” small rolls	Sq Ft	4,800	$	$
Total – Group #3 (Items #32-43)						**$**

Group #4 – Mulch, Topsoil, Stone, Compost (Supplies, Pickup & Delivery)						
Item #	**Item**	**Description**	**UOM**	**Estimated Amount**	**Unit Price**	**Total Price**
44	Dyed Mulch	Black	YD	100	$	$
45	Dyed Mulch	Brown	YD	100	$	$
46	Dyed Mulch	Red	YD	100	$	$
47	Natural Mulch	Double Shredded Hardwood (Premium Bark)	YD	100	$	$
48	Mulch	EWF Mulch	YD	100	$	$
49	Topsoil	Screened	YD	100	$	$
50	Topsoil	Enriched (50-50 Blend)	YD	100	$	$
51	Stone	River Round ¾”	TN	50	$	$

_____
Company Name

Group #4 – Mulch, Topsoil, Stone, Compost (Supplies & Pickup Only - *continued*)						
Item #	**Item**	**Description**	**UOM**	**Estimated Amount**	**Unit Price**	**Total Price**
52	Stone	River Round 1”-3”	TN	50	$	$
53	Stone	River Round 3”-5”	TN	50	$	$
54	Compost	Per Specifications	YD	100	$	$
Total – Group #4 (Items #44-54)						**$**

Group #5 – Mulch Installation						
Item #	**Item**	**Description**	**UOM**	**Estimated Amount**	**Unit Price**	**Total Price**
55	Blower Truck	Landscape Mulch	YD	100	$	$
56	Blower truck	Playground Mulch	YD	100	$	$
57	Mulch Installation	By Hand	YD	100	$	$
58	Mulch removal	Removal	YD	100	$	$
Total- Group #5 (Items #55-58)						**$**

Group #6 – Field Renovations						
Item #	**Item**	**Description**	**UOM**	**Estimated Amount**	**Unit Price**	**Total Price**
59	Mobilization/Demobilization	Per specifications	LS	2	$	$
60	Services - Surveying, Licensed Surveyor, regular time	Per specifications	Hour	10	$	$
61	Services - Surveying, Rod Man, regular time	Per specifications	Hour	10	$	$
62	Labor - Field Supervisor, regular time	Per specifications	Hour	50	$	$
63	Labor - Skilled Labor, regular time	Per specifications	Hour	100	$	$
64	Labor - Unskilled Labor, regular time	Per specifications	Hour	100	$	$
65	Operator - Heavy equipment, regular time	Per specifications	Hour	50	$	$

_____
Company Name

Group #6 – Field Renovations (*continued*)						
Item #	**Item**	**Description**	**UOM**	**Estimated Amount**	**Unit Price**	**Total Price**
66	Operator - Truck Driver, regular time	Per specifications	Hour	25	$	$
67	Grounds Stabilization Temporary	light grading, seeding, mulch, repair	Sq Yd	100	$	$
68	Soil test	Per specifications	Each	10	$	$
69	Sod - Big Roll, 42” x 90’, 315 per roll, Furnish and Install	Per specifications	Sq Ft	72,000	$	$
70	Truck - Dump, Single Axle	Per specifications	Hour	10	$	$
71	Truck - Dump, Tandem Axle	Per specifications	Hour	10	$	$
72	Loader - Front End, three (3) cubic yard capacity, with backhoe	Per specifications	Hour	10	$	$
73	Backhoe Loader - Front End, Rubber Tire, minimum one (1) cubic yard bucket, minimum 24” width trenching bucket	Per specifications	Hour	10	$	$
74	Hydro Seeder - 100-foot spraying range	Per specifications	Hour	10	$	$
75	Seed Drill - 6’ turf or environmental seeding	Per specifications	Hour	10	$	$
76	Seeder, Roller/Cultipacker - 6’-8’ swath	Per specifications	Hour	10	$	$
77	Rake, Harley - 6’, for seed bed preparation	Per specifications	Hour	10	$	$
78	Aerator, Deep Tine - ¾-1” d., Solid Tine, 8-10” depth, Vertidrain (or approved equal)	Per specifications	Acre	30	$	$
79	Aerator, Core - ¾-1” d hollow tines, 3-6” depth, 6-10’ swath	Per specifications	Acre	30	$	$
80	Aerator, Shallow Tine - Solid tine, 6’-10’ swath	Per specifications	Acre	30	$	$
81	Spreader, Drop - top dressing, 6’-10’ swath	Per specifications	Hour	10	$	$
82	Spreader, Whirly Bird - fertilizer, 2 cu. Yard capacity	Per specifications	Hour	10	$	$

_____
Company Name

Group #6 – Field Renovations (continued)						
Item #	**Item**	**Description**	**UOM**	**Estimated Amount**	**Unit Price**	**Total Price**
83	Sprayer - 10'-12' boom spread	Per specifications	Hour	10	$	$
84	Sprayer - 10'-12' boom spread	Per specifications	Hour	10	$	$
85	Disc - 8'-12' swath	Per specifications	Hour	10	$	$
86	Roller - min 2-ton rollers	Per specifications	Hour	10	$	$
87	Fence, Silt, Supply and Install - per linear foot	Per specifications	LF	500	$	$
88	Fence, Super Silt, Supply and Install - per linear foot	Per specification	LF	250	$	$
89	Skid Loader - Laser Grading Equipment	Per specifications	Hour	100	$	$
90	Dump Fees - charges, dumping, landfill, debris	Per specifications	Ton	20	$	$
91	Materials incorporated in the work, cost X unit price multiplier (overhead and profit)	Per specifications	Mult.	$5,000.00	$	$
92	Equipment Rental - Not otherwise identified (pass-through expense)	Per specifications	Dollar	$15,000.00	$1.00	$15,000.00
93	Contingency Items - not covered by line items, water meter, water bill, misc. items (pass-through expense)	Per specifications	Dollar	$1.00	$1.00	$1.00
Total – Group #5 (Items #59-93)						**$**

Number of years the company has been providing landscaping and field treatment supplies and/or services (minimum three (3) years)	

_____
Company Name

ADDITIONAL INFORMATION:

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

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

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

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

ANY EXCEPTIONS TO THE SPECIFICATIONS MUST BE CLEARLY INDICATED.

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

_____
COMPANY

_____
NAME (TYPE OR PRINT)

_____
ADDRESS

_____
TITLE

_____
CITY, STATE and ZIP

_____
AUTHORIZED REPRESENTATIVE SIGNATURE

_____
TELEPHONE

_____
DATE

_____
FEDERAL TAX ID NUMBER

_____
E-MAIL ADDRESS

_____
Company Name

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

REFERENCE FORM

27-JHP-005

Landscaping and Field Treatment Supplies and Services

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

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

HARFORD COUNTY PUBLIC SCHOOLS

Dyann R. Mack, 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, 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 contendre 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, or any other offense enumerated in Section 16-203 of the State Finance and Procurement Article (S.F.) of the Maryland Code, or civil antitrust violations under the laws of any state or federal government.

3. (On the line below and using additional attachments as necessary, 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.)

   _____

4. I affirm that neither I, the above firm, nor any person or entity who has an ownership or beneficial interest in the firm, nor any of its officers, directors, partners, employees, or subcontractors, is currently suspended or debarred from participation in any public contract in the State of Maryland or federally.

5. I further affirm that neither I nor the above firm will knowingly enter into a contract or subcontract with a person or entity that is suspended or debarred from public contracting under State or federal law.

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 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

Dyann R. Mack, 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, and the Maryland State Finance and Procurement Code, Title 16, Subtitle 3.

(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, State, or local public 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.

(3) False certification may subject the participant to contract termination, suspension, debarment, and other remedies available under Maryland State law and school system policies.

_____

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

The following pages summarize criminal offender legislation applicable to Maryland Public Schools. The Affidavit below affirms your understanding of the requirements related to these Laws.

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 Section 6-113.2 of the Education Article, Annotated Code of Maryland, regarding screening of applicants for employment.

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)