

HARFORD COUNTY PUBLIC SCHOOLS

102 South Hickory Avenue
Bel Air, Maryland 21014

BID ANNOUNCEMENT

BID TITLE: On-Call Hazardous Materials Removal and Services

BID NUMBER: 26-JHP-002

BID OPENING DATE AND TIME: October 21, 2025, 2:30 pm local time

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

BID EMAIL SUBMITTAL ADDRESS:

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 214 206 175 944 2

Passcode: 5im6iq3z

Dial in by phone

[+1 240-600-1475,,300924856#](#) United States, Bethesda

[Find a local number](#)

Phone conference ID: 300 924 856#

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

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

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

QUESTIONS DUE DATE AND TIME: Questions must be emailed to Jennifer.Horner@hcps.org no later than 2:30 pm on **October 9, 2025**.

ADDENDUM ISSUED: No later than **October 13, 2025**.

PRE-CONFERENCE: Not Required.

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

LATE BIDS WILL BE REJECTED AND RETURNED UNOPENED

Harford County Public Schools Nondiscrimination Statement

The Board of Education of Harford County 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 can be directed to our Title IX Coordinator, Dr. Eric Davis, at 102 South Hickory Ave, Bel Air, MD 21014, 410-588-5202, or TitleIX@hcps.org. Inquiries related to your rights under 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 Contractors/Bidders to submit a bid. These specifications and requirements are intended to cover the procurement of services and/or commodities requested and include, but are not limited to, providing labor, materials, equipment and supervision of labor and subcontractors to complete requirements as identified by HCPS.
- 1.2 In accordance with State law and HCPS policies, solicitations shall be published a minimum of fourteen (14) calendar days in advance of due date for any bid having a potential award value of \$50,000 or more.
- 1.3 Unless otherwise indicated, HCPS shall receive sealed bids until the date and time indicated on bid or as modified by addenda. Bids must be e-mailed to bids@hcps.org. Bids must be clearly marked on the subject line: Name of Bidder, Bid Number and Solicitation Title. **Late bids will be rejected.**
- 1.4 Brand name and model numbers are offered as a reference for bidders as to the style, size, weight, and other characteristics of the item(s) in the Brand name and model numbers are offered as a reference for bidders as to the style, size, weight, and other characteristics of the item(s) in the Specifications. The use of such brand names should not be interpreted as the exclusive brand desired unless so stated. The determination of the acceptability and/or the criteria for acceptability of an alternate is solely the responsibility of HCPS.
- 1.5 The Bidder or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, circumstances, prerequisites, qualifications and/or specifications before submitting their bid. A bidder's failure to become fully informed is at the Bidder's sole and complete risk of loss. The Bidder shall have no right to any damages, cost and/or any other remedy at law or equity against HCPS for any miscalculation, misunderstanding, error (either omissions or commissions), mistake, misinterpretation, and/or the failure by the Bidder to obtain an award of bid, award of contract and/or profits, fees or money from HCPS when the Bidder failed to fully inform themselves. In the case of error in extension of prices in the Bid, the unit price shall govern, or the entire bid may be declared non-responsive.
- 1.6 Where provision is made on the Bid Form for bidding items on an individual, group or aggregate basis, the award will be made on whichever basis is in the best interest of HCPS. When an aggregate bid is requested, the unit prices for each item shall be identified on the Bid Form for accounting purposes. The unit prices in an aggregate bid should be consistent with the total quoted price for an aggregate bid.
- 1.7 The product offered by 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.
- 1.8 The Awarded Bidder, after award and before manufacture and/or shipment, may be required to submit working drawings or detailed descriptive data identified as acceptable to HCPS, which provide sufficient data to enable HCPS to judge the Bidder's compliance with specifications.

2.0 BID PREPARATION, PROPOSAL SHEET, AND BID OPENING

- 2.1 Bidder must submit one (1) original with original signatures of the Bid using HCPS bid forms. The Bidder

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

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

required specifications needed to provide a product or service best suited to the intended purpose of this contract as determined by the Supervisor of Procurement.

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

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

3.0 AWARD OR REJECTION OF BIDS

- 3.1 Bids will be awarded to the lowest responsive and responsible bidder whose bid meets the requirements and evaluation criteria set forth in the invitation for bid and is in the best interest of HCPS.
- 3.2 HCPS reserves the right to reject 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 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 RIGHT OF SELECTION

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

11.0 DISSEMINATION OF INFORMATION

This section intentionally omitted.

12.0 INSURANCE

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

13.0 BID SECURITY – WHEN REQUIRED

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

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excess of \$100,000.00 for the amount of 100% of the contract price as security for the payment of all persons performing labor and furnishing materials in connection therewith when required by HCPS. Payment Bonds shall be made out in the name of the "**Board of Education of Harford County**".

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

**GENERAL TERMS AND CONDITIONS
Construction**

1.0 TERMINATIONS FOR CAUSE OR CONVENIENCE

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

2.0 DRUG, TOBACCO, AND ALCOHOL

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

3.0 PROTEST AND APPEAL PROCESS

Any bidder objecting to the recommendation for award or the award of a contract may appeal the action to the Supervisor of Procurement by formal notification in writing within seven (7) calendar days of award 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 can be directed to our Title IX Coordinator, Dr. Eric Davis, at 102 South Hickory Ave, Bel Air, MD 21014, 410-588-5202, or TitleIX@hcps.org. Inquiries related to your rights under 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.
- 4.6 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.
- 4.7 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 SAFETY AND CODE REQUIREMENTS

11.1 Contractor shall comply with all Federal, State, and Local laws, ordinances and regulations pertaining to work under their charge, 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.

11.2 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 stress prevention (COMAR 09.12.32), Maryland crane safety, fall protection, and any other standards unique to MOSH that supplement federal OSHA requirements.

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

12.0 CONTRACTOR'S OBLIGATION

12.1 The Awarded Bidder shall abide by and comply with the true intent of the specifications and not take

advantage of any unintentional error or omission but shall fully complete every part as the true intent and meaning of the specifications, as decided by HCPS, and as described herein. Deviations, exceptions, alternates, etc., may render the bid as non-responsive.

- 12.2 The Awarded Bidder, after award and prior to starting work, may be required to submit working drawings or detailed descriptive data identified as acceptable to HCPS, which provide sufficient data to enable HCPS to judge the Awarded Bidder's compliance with the specifications.
- 12.3 In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Bidder shall call the attention of the applicable HCPS designee(s) to such conflict for a decision before proceeding with any work.
- 12.4 Any deviation(s) from the specifications or scope of work must be clearly noted in detail by the Bidder, in writing, at the time of 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.
- 12.5 The Awarded Bidder shall and will, in good professional manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings covered by this contract and any and all supplemental plans and drawings, and in accordance with the directions of the Board of Education as given from time to time during the progress of the work. The Contractor shall observe, comply with and be subject to all terms and conditions, requirements and limitations of the Contract and Specifications and shall do, carry on and complete the entire work to the complete satisfaction of the Board of Education.
- 12.6 Awarded Bidder may be required pursuant to the Business Regulation Article of the Maryland Code, to provide proof of Certificate of Registry.
- 12.7 Awarded Bidder is responsible 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.
- 12.8 Contractors and any of its subcontractors shall advise HCPS of its intention to use any employees, which are hired or obtained from any penal, pre-release or work release program. In the event that such employees are used, notification to HCPS shall include the name and violation for each individual. The reasonable precautions, when selecting such individuals and provide strict supervision and proper safeguards. Contractor's employees are not permitted inside school buildings when the nature of the Contract is for outside work.

13.0 PROTECTION OF WORK AND PROPERTY

- 13.1 The Contractor will be held responsible for any and all damage to Harford County Public Schools property done or caused by the Contractor or other personnel engaged in the execution of this contract, except and unless damage, loss, injury or illness is caused by the negligence or tortious misconduct of HCPS employees. 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.
- 13.2 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.
- 13.3 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.

- 13.4 The Contractor shall always keep the premises free from accumulation of waste materials or rubbish caused by its employees or work, and at the completion of the work, all trash will be removed from and about the work site and all tools, scaffolding and surplus materials shall leave the area clean and neat unless more exactly specified. In case of disputes, HCPS may remove trash, rubbish, etc. and charge the cost of such removal to the Contractor.
- 13.5 The Awarded Bidder shall protect all HCPS property, materials, equipment, improvements, utilities, structures, and vegetation always. Any property or incidentals damaged during the shall be repaired or replaced by Awarded Bidder to the satisfaction of HCPS.

14.0 DIRECT DAMAGES

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

15.0 PERMITS & LICENSE

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

16.0 SUBSTITUTIONS

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

17.0 GUARANTEE AND WARRANTY

- 17.1 The Awarded Bidder shall unconditionally guarantee the 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 costs, expenses and monies due to the new vendor.
- 17.3 The Awarded Bidder must act as the manufacturer's agent for all warranty claims.

18.0 AWARDED BIDDER'S RESPONSIBILITY

- 18.1 Awarded Bidders may be required pursuant to the Business Regulation Article of the Maryland Code, to provide proof of Certificate of Registry.
- 18.2 Awarded Bidders are responsible to protect all existing and newly installed work, materials, equipment and landscaping. Any HCPS property damaged shall be replaced or repaired to the satisfaction of HCPS.
- 18.3 Awarded Bidders are responsible for having all employees sign-in and sign-out at the work site. Use the appropriate form provided by the school office.
- 18.4 Awarded Bidders are responsible for daily removal of all debris from the work site and to keep the work site tidy as work progresses. Under no circumstance shall Awarded Bidders use HCPS garbage and/or

recycling dumpsters to dispose of debris.

- 18.5 Unless otherwise stipulated, HCPS shall provide and pay for water, heat, telephone and utilities used or consumed by the Awarded Bidder during the performance of the work or services hereunder if they are currently available at the work site. However, the Awarded Bidder shall install and pay for the costs of any temporary facilities that are not already in existence, which will be required during construction for accessing such water, heat and utilities.
- 18.6 Awarded Bidders are responsible for coordinating planned interruptions of utility service with HCPS.
- 18.7 Awarded Bidders are responsible for notifying HCPS of any occurrence of pre-existing condition that would prevent the completion of work as specified. Any changes in the scope of work and any resulting changes in cost shall be agreed to in writing by HCPS. HCPS assumes no responsibility for verbal changes in the Scope of Work or cost. Contract/Scope changes must be reflected in an authorized change order approved by the Supervisor of Procurement.
- 18.8 Awarded Bidders may be responsible at the discretion of HCPS to complete the American Institute of Architects (AIA) Abbreviated Form of Agreement between HCPS and Awarded Bidder.
- 18.9 Awarded Bidders are responsible for providing their own materials, tools and equipment. HCPS assumes no responsibility for vandalism or theft of Awarded Bidder's property.
- 18.10 At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Solicitation, Specifications, Plans and Contract Documents (including all Addenda). The failure or omission of any bidder to receive or examine any form, instrument, or document, shall in no way relieve any bidder from any obligation in respect of his bid.
- 18.11 Awarded Bidder shall be responsible for ensuring that employees assigned to HCPS sites, either employed by Awarded Bidder or their subcontractor(s), have successfully passed a criminal background check, to the satisfaction of Harford County Public Schools. The Awarded Bidder shall not use any employees, including subcontractor employees that are hired or obtained from any penal pre-release or work-release programs.

19.0 SAFETY AND CODE REQUIREMENTS

All materials and labor shall comply with the following requirements:

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

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

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

20.0 CONCEALED OR UNKNOWN CONDITIONS

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

21.0 INDEMNIFICATION

- 21.1 To the fullest extent permitted by law, the 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 therefrom. Indemnitor expressly indemnifies indemnitee for the consequences of any negligent act or omission of the Indemnitor or any of the Indemnitor's employees, agents, officials or volunteers or anyone for whose acts the Indemnitor may be liable, unless such act or omission constitutes gross negligence or willful misconduct.

- 21.2 In claims against any person or entity indemnified within this indemnification by an employee of the Awarded Bidder, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Awarded Bidder or a subcontractor under Workers' Compensation Acts, Disability Benefit Acts, or other employee benefit acts.
- 21.3 The obligations of the Awarded Bidder within this indemnification shall not extend to the liability of the Construction Manager, Architect, their consultants and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or specifications, or (2) the giving of or the failure to give directions or instructions by the Construction Manager, Architect, their consultants, and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

22.0 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.

23.0 ACCESS TO FACILITIES FOR PERFORMANCE

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

24.0 SUSPENSION OF WORK

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

25.0 DELAYS, EXTENSIONS OF TIME

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

26.0 HAZARDOUS MATERIALS

- 26.1 The Awarded Bidder's work and other services pursuant to or in connection with this Agreement include work connected and associated with asbestos, lead, polychlorinated biphenyl ("PCB"), fluorescent light bulbs, or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). The Awarded Bidder shall be required to perform identification, abatement, cleanup, control, and removal of Hazardous Materials. HCPS warrants and represents that, except as set forth in the Technical Proposal, there are no Hazardous Materials on the Facilities that will in any way affect the Awarded Bidder's work or any other services and HCPS has disclosed to the Awarded Bidder the existence and location of any Hazardous Materials in all areas within which the Awarded Bidder will be performing any part of the work or other services. The existence or location of any Hazardous Materials that have been disclosed by HCPS to the Awarded Bidder prior to the execution hereof, or that were otherwise identified in the Technical Specifications, shall be the exclusive responsibility of the Awarded Bidder.
- 26.2 Should the Awarded Bidder become aware of or suspect the presence of Hazardous Materials, other than already disclosed by HCPS within the Technical Specifications, the Awarded Bidder shall immediately stop work in the affected area and notify HCPS. HCPS will be responsible for taking any and all actions necessary to correct the condition in accordance with all applicable laws and regulations. The Awarded Bidder shall be required to resume performance of the work or any HCPS requested work in the affected areas only in the absence of Hazardous Materials or when the affected area has been rendered harmless. Except as set forth in the Technical Specifications, the Awarded Bidder shall not be obligated to transport or handle Hazardous Material, to provide any notices to any governmental authority or agency, or to inspect or examine the Facilities for the presence of Hazardous Material.

27.0 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]

28.0 PREVAILING WAGE-SCHOOL CONSTRUCTION

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

29.0 ROYALTIES AND PATENTS

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

30.0 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 ensure that they are not violating Federal/State/Local laws regarding illegal immigration. A compliance audit may be conducted.

31.0 FOREIGN LANGUAGE TRANSLATOR REQUIREMENT

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

32.0 EMPLOYMENT OF CHILD SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS

- 32.1 **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.**
- 32.2 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.
 - 32.2.1 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;
 - 32.2.2 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
 - 32.2.3 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.

- 32.3 Direct unsupervised and uncontrolled access to students is prohibited for any person convicted of any crime identified in Section 32.2 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.
- 32.4 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.

33.0 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.

34.0 MINORITY BUSINESS ENTERPRISE PARTICIPATION

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

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

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

The Contractor shall perform the Contract in accordance with the representations made in Attachment

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

35.0 LABOR AND RATES OF PAY

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

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

36.0 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.

37.0 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.

38.0 TAXES

38.1 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.

38.2 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.

39.0 DELIVERIES

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

40.0 INSPECTIONS/CORRECTION OF WORK

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

41.0 COMPLIANCE WITH SPECIFICATIONS

- 41.1 The Awarded Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission but shall fully complete every part as the true intent and meaning of the drawings and specifications as described.
- 41.2 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.
- 41.3 Where the requirements of the specifications call for higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern.
- 41.4 Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern.
- 41.5 In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Bidder shall call the attention of the applicable HCPS designee(s) to such conflict for a decision before proceeding with any work.
- 41.6 Any deviations to the Specifications or Statement of Work must be clearly noted in detail by the Bidder/Offeror, in writing, at the time of submitting the formal proposal. Any deviations, alternations or changes to the bid document or from the specifications as written may result in rejection of the Bidder's/Offeror's proposal or materials delivered.

42.0 BILLING AND PAYMENT

- 42.1 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.
- 42.2 Payment in full will only be made upon final acceptance of items as shown on the Purchase Order. Partial payments may be paid if partial shipments have been made and received.
- 42.3 Standard HCPS payment terms are net thirty (30) days.
- 42.4 HCPS will not pay freight bills, unless stated otherwise. Delivery shall be F.O.B., to the destination(s) as noted on Purchase Order.

43.0 CHANGE ORDERS

When applicable, change orders shall be handled accordingly:

<u>Value of Work</u>	<u>Combined Overhead & Profit</u>
\$0 - \$1,000	20%
\$1,001 - \$5,000	15%
\$5,001 - \$10,000	10%
\$10,001 - \$25,000	7%
Over \$25,000	Negotiated but not more than 5%

44.0 GOVERNING LAW AND DISPUTE RESOLUTION

- 44.1 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.
- 44.2 Alternative Dispute Resolution (ADR) may be used at HCPS's sole discretion, but HCPS is not obligated to utilize ADR.

45.0 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.

46.0 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

47.0 IT ACCESSIBILITY PROGRAM

47.1 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.

47.2 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. The Section 508 technical standards incorporate the Web Content Accessibility Guidelines (WCAG) 2.0 Level A and AA as a baseline for web and digital accessibility. For Maryland public schools and agencies, state law additionally requires conformance with WCAG 2.1 AA for all new or updated digital content and software.

48.0 TECHNOLOGY-BASED INSTRUCTIONAL PRODUCTS

48.1 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.

48.2 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](https://www.itic.org/) (VPAT®), which can be obtained from the Information Technology Industry Council (ITI) website (<https://www.itic.org/>).

48.3 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/>.

48.4 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.

48.5 Accessibility Indemnification and Guarantees

48.5.1 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.

48.5.2 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.

48.5.3 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.

48.6 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.

49. **FORCE MAJEURE**

49.1 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.

49.2 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.

- 49.3 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
Hazardous Materials**

1. General Insurance Requirements

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

specific approval for the acquisition of workers compensation and employers liability insurance from the Injured Workers Insurance Fund of Maryland.

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

2. **Vendor's Liability Insurance**

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

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

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

This insurance shall include coverage for all of the following:

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

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

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

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

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

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

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

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

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

2.1.5 **Professional liability** (or errors or omissions liability) insurance or its equivalent with minimum limits of:

\$1,000,000	Each Claim or Wrongful Act; and
\$3,000,000	Annual Aggregate

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

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

2.1.7 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.

2.1.8 Insurance or self-insurance provided to the Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers under any

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

- 2.1.9 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 purchased 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 #26-JHP-002

On-Call Hazardous Materials Removal 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), Instruction to Bidders, are intended to furnish all necessary permits, plant, labor, equipment, materials, supervision, tools, insurance, services, and all related incidentals required to perform all work necessary for on-call hazardous materials removal and services at various locations 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 and select a contractor(s) to furnish all necessary permits, labor, equipment, materials, supervision, disposal, tools, insurance, services, and all related incidentals required to perform all work necessary for on-call hazardous materials removal and services at various locations for Harford County Public Schools. Work may include but not be limited to removal of surface insulation, pipe insulation, formed pipe fittings and panes of asbestos containing window glazing, as well as additional miscellaneous ACBM, including asbestos containing floor tile and retiling. In addition, mold remediation and lead paint abatement may be required.
- 2.2 Awarded Bidder(s) shall perform emergency and routine services. The Awarded Bidder(s) shall provide services in accordance with industry standards and/or manufacturer recommendations.
- 2.3 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.
- 2.4 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 **\$400,000.00** 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).
- 2.5 All work must be done with the least possible disruption to the school operation and is to be coordinated with the HCPS Environmental Compliance Coordinator.

- 2.6 All work shall be approved by HCPS Facilities Department. HCPS reserves the right of final approval for any work at the time of job completion. If the work is not acceptable, the Awarded Bidder will be called in to review and correct all problem areas without additional cost to HCPS. Any work necessary will be performed in accordance with a schedule jointly agreed upon. Failure of the Awarded Bidder to correct deficiencies, in a timely manner, may result in HCPS contracting with another vendor to correct deficiencies. The Awarded Bidder may then be responsible for the associated cost(s).
- 2.7 HCPS reserves the right to provide, at its own expense, any materials and/or equipment needed to complete the project and required repairs.
- 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 these services 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 The requirement for hazardous materials removal work will arise periodically during the school year, based on needs to support repairs to school systems, or because of a need to repair ACBM. The Scope of Work will be developed and described to the Awarded Bidder(s) by the HCPS Environmental Compliance Coordinator or pointed out during an on-site inspection of the proposed work site. The HCPS Environmental Compliance Coordinator and the Awarded Bidder(s) will agree on the Scope of Work, and approximate duration and cost of individual projects. A written proposal will then be submitted per project based on the pricing submitted on this solicitation's Bid Form.
- 2.10 All work must be continued without unreasonable interruptions until completion.
- 2.11 The Awarded Bidder(s), depending on the specific work required, may be asked to provide products and materials necessary to complete the Work. When required, an itemized list of materials that have been provided for the project must be submitted along with a copy of the itemized invoice showing specifically what was purchased, from whom and at what cost. Bidders will be required on the Bid Form to insert their markup for the material purchased. This markup will also be applied to any necessary and approved rental equipment and other ancillary requirements specific to the job including subcontractors.
- 2.12 HCPS reserves the right to utilize the Hourly Labor Rates submitted by Awarded Bidder(s) in response to this solicitation for work and/or projects that are less than \$50,000.
- 2.13 In the event of work over \$50,000, HCPS may request an additional quote from any of the Awarded Bidders. The quote must include all labor rates broken out per the Bid Form with the number of technicians and how many hours to complete the repair, along with the associated material cost and markup.
- 2.14 HCPS may require "project quotes" for any and all work required under this contract at its sole discretion. HCPS reserves the right to award the project to the company offering the most favorable quote (as determined by HCPS). It is important to note that the most favorable quote may not be the one offering the lowest price. HCPS may evaluate the quote based on the starting and completion dates provided by the Bidders with their quote for that project and the subsequent effect this will have on the school instruction program.
- 2.15 To maintain Awarded Bidder status, Awarded Bidder(s) shall respond to every Request for Quote

(RFQ). If an Awarded Bidder is unable to provide a quote for ANY reason, they must submit a "No Quote" response. FAILURE to respond may result in termination of the Contract with that Awarded Bidder.

- 2.16 HCPS reserves the right to accept additional discount pricing if offered by the Awarded Bidder(s) for repair/project quotes. Price decreases are acceptable at any time, need not be verifiable, and are required should the contractor experience a decrease in costs associated with repair/project.
- 2.17 There will be no cost to HCPS for visiting a HCPS site to provide a quote and/or for any pre-examination work.

3. **TECHNICAL SPECIFICATIONS**

- 3.1 Removal and replacement of projects at different schools are required throughout the school year. Projects will vary in size.
- 3.2 It is the responsibility of the Awarded Bidder to determine the exact footage of material to be abated or removed. Exact takeoffs are the responsibility of the Awarded Bidder.
- 3.3 Asbestos abatement may include, but not be limited to:
 - 3.3.1 Removal of asbestos containing pipe insulation.
 - 3.3.2 Removal of asbestos containing fittings using glove bag technique.
 - 3.3.3 Removal and replacement of asbestos containing floor tile and mastic. Re-tiling and replacement costs for floor tile and cove base will be paid by the hourly labor rate and material mark-up as indicated on the Bid Form.
 - 3.3.4 Removal of asbestos containing window glazing using mini-enclosure.
 - 3.3.5 Removal of general asbestos containing building materials of a non-specific nature.
- 3.4 Any replacement materials installed as part of contract work shall contain 0% asbestos and conform to asbestos-free conditions as described by the US Environmental Protection Agency.
- 3.5 Replacement of materials, other than floor tiles, may periodically be necessary in the performance of asbestos abatement operations. The Awarded Bidder shall submit documentation verifying that any building material used in returning school property to operable condition as part of contract work is asbestos-free.

4. **EMERGENCY PLANNING (MINIMUM REQUIREMENTS)**

The Awarded Bidder(s) shall develop an Emergency Plan to include fire, explosion, toxic atmosphere, electrical hazards, confined spaces, heat related injury, slips, trips, and falls.

- 4.1 Employees should understand the location of emergency exits and emergency procedures.
- 4.2 Telephone numbers of all emergency response personnel shall be prominently posted by the Awarded Bidder(s).

5. **PREPARATION (MINIMUM REQUIREMENTS)**

- 5.1 Work Area-Full Containment Procedures
 - 5.1.1 Shut down and lock out power to all heating, ventilating and air conditioning (HVAC)

system components that are in, supply, or pass through the work area.

- 5.1.2 All non-essential electric power in the work area should be shut off and located out at the circuit panel box. Provide temporary power sources and lighting as required to carry out the work. Ground fault circuit interrupters shall be installed with all electrical equipment to be used in the work area. Use only grounded extension cords in single lengths or with waterproof connectors to connect separate lengths if single lengths do not reach the work area.

5.2 Work Area Security

- 5.2.1 The work area is to be restricted only to authorized, trained and protected personnel. The work area must not be accessible to the general public nor to building occupants, including maintenance and custodial personnel.
- 5.2.2 It shall be the responsibility of the Awarded Bidder(s) to restrict entry into the work area by physically isolating the area. All means of access (doors, windows, hallways, etc.) should be locked to prevent entry to the work area. The only exception for this rule is emergency exits in the event of fire or accident. Emergency exits shall not be locked but shall be sealed with poly sheeting and tape as required.
- 5.2.3 When required by HCPS, a logbook shall be maintained by the Awarded Bidder. Anyone who enters the work area must record name, affiliation, time in, and time out for each entry.

5.3 Pre-Cleaning

- 5.3.1 All movable objects within the work area shall be pre-cleaned using HEPA filtered vacuum cleaners and wet wiped. After pre-cleaning, movable objects shall be removed from the area.
- 5.3.2 All fixed objects within the work area shall be pre-cleaned using HEPA filtered vacuum cleaners and wet wiped. After pre-cleaning, enclose fixed objects in two (2) layers of 6-mil polyethylene sheeting and seal securely in place.
- 5.3.3 All floors and other horizontal surfaces within the work area shall be pre-cleaned using HEPA filtered vacuum cleaners and wet wiped.

5.4 Critical Barriers

- 5.4.1 Completely separate the work area from other portions of the building and the outside, by closing all openings with 6-mil polyethylene sheeting or by sealing cracks leading out of the work area with duct tape, caulk, foam, etc. This includes all ventilation openings (supply and exhaust), light fixtures, clocks, doorways, windows, converters, drains, skylights, speakers and any openings into the work area.
- 5.4.2 Seal any seams in the HVAC system components that pass through the work area.
- 5.4.3 The Awarded Bidder(s) shall seal edges of partitions at floor, ceiling, walls and fixtures to form air-tight seals.
- 5.4.4 If necessary, mechanically support polyethylene sheeting independently of duct tape and adhesive cement seals so that seals do not support the weight of the plastic.

5.5 Floor Covering

- 5.5.1 Cover floors in the work area with two (2) layers of 6-mil polyethylene sheeting.

- 5.5.2 Ensure that all holes in the floor are completely sealed before the polyethylene sheeting is installed.
- 5.5.3 Size polyethylene sheeting to minimized seams. Stagger seams and separate them by a distance of at least six (6) feet.
- 5.5.4 Floor sheeting shall extend up the wall by at least twelve (12) inches beyond the wall/floor joint to provide a barrier seal against water damage and for negative pressure.
- 5.5.5 Locations where floor tile is to be removed will not be covered in polyethylene sheeting.
- 5.6 Wall Covering
 - 5.6.1 Cover walls in the work area with one (1) layer of 6-mil polyethylene sheeting.
 - 5.6.2 Wall sheeting shall be sized to minimize seams. Stagger seams and separate them by a distance of at least six (6) feet.
- 5.7 Ceiling Covering
 - 5.7.1 All ceilings constructed of or covered with porous or non-cleanable material shall be protected by the installation of one (1) layer of 6-mil polyethylene sheeting.
 - 5.7.2 If necessary, mechanically support the polyethylene sheeting independently of duct tape or adhesive seals so that seals do not support the weight of the plastic.

6. **WORKER DECONTAMINATION FACILITY**

- 6.1 A work decontamination facility shall be provided at all locations where workers enter or exit the work area. One (1) system at a single location for each contained work area is preferred.
- 6.2 The work decontamination facility shall consist of a clean room, shower room, and equipment room, each separated from each other by an air lock.
- 6.3 The worker decontamination facility shall utilize 6-mil opaque black or white polyethylene sheeting or other acceptable materials for privacy.
- 6.4 The shower room shall contain one or more shower units as necessary to adequately accommodate workers. Each shower shall be supplied with hot and cold water adjustable at the tap. The shower enclosure shall be constructed to prevent leakage of any kind. An adequate supply of soap, shampoo, and towels shall be supplied by the Awarded Bidder(s) and available at all times. Shower water shall be drained, collected and filtered through a system with at least 0.5-1 micron particle size collection capacity.
- 6.5 Two (2) layers of 6-mil polyethylene sheeting shall be used on all floors, walls, and ceilings of the decontamination facility.

7. **WASTE AND EQUIPMENT DECONTAMINATION/PASS-OUT SYSTEM**

- 7.1 The Awarded Bidder(s) shall construct a waste and equipment decontamination/pass-out system at a location away from the worker decontamination facility. Wherever possible, the waste and equipment decontamination/pass-to system shall be located where direct access from the work area and to the outside of the building.
- 7.2 The Awarded Bidder(s) shall construct the waste and equipment decontamination/pass-out facility in a similar fashion to the worker decontamination facility using similar materials, and airlock design.

- 7.3 The waste and equipment decontamination/pass-out system shall not be used to enter or exit the work site.

8. **INSTALLATION AND OPERATION OF NEGATIVE PRESSURE VENTILATION EQUIPMENT (MINIMUM REQUIREMENTS)**

- 8.1 The Awarded Bidder(s) will install and initiate operation of negative pressure ventilation equipment. Openings made in the enclosure system to accommodate these units shall be made airtight with tape and/or caulking as needed. If more than one (1) unit is installed, they should be turned one (1) at a time, checking the integrity of barriers for secure attachment and the need for additional reinforcement.
- 8.2 Investigate and assure the electrical power existing at the work site is adequate to support the electrical power demand by the negative pressure ventilation units. If power is inadequate, the Awarded Bidder(s) will be responsible for supplying temporary power sources.
- 8.3 Supply the number of negative units necessary to provide one (1) air change every fifteen (15) minutes in all locations of the work area. Maintain a negative pressure equal to, or greater than negative 0.02 inches of water gauge.
- 8.4 The Awarded Bidder(s) shall exhaust negative pressure ventilation units to outside of the building whenever feasible. The unit shall not be exhausted into occupied areas of the building. Twelve (12) inch extension ducting shall be used to reach from the work area to the outside.

9. **MAINTENANCE OF WORK AREA CONTAINMENT**

- 9.1 All polyethylene barriers inside the workplace, in the worker decontamination facility and the partitions constructed to isolate the work area from occupied areas shall be inspected at least twice daily, prior to the start of each day's abatement activities and following completion of the day's abatement activities.
- 9.2 Damage to and/or defects in the containment system shall be repaired immediately upon discovery.
- 9.3 At any time during the abatement activities after barriers have been erected, if visible material is observed outside the work area or if damage occurs to barriers, all debris/residue must be cleaned up using appropriate HEPA vacuuming and wet mopping procedures.
- 9.4 If air samples collected outside the work area during abatement activities indicated airborne fiber greater than 0.01 f/cc or pre-measured background level (whichever is lower), work shall cease immediately for inspection of barriers. Clean-up of surfaces outside the work areas using HEPA vacuum cleaners and wet cleaning techniques may be necessary. HCPS must be notified immediately.

10. **COMMENCEMENT OF WORK SHALL NOT OCCUR UNTIL:**

- 10.1 Work area containment has been constructed and tested.
- 10.2 All pre-abatement submissions, notifications, posting and permits have been provided and are satisfactory to HCPS.
- 10.3 All negative pressure ventilation systems are functioning adequately as specified.
- 10.4 All equipment for abatement, clean-up and disposal are on hand.
- 10.5 All worker training and certification are completed.

- 10.6 The Awarded Bidder(s) received permission from the Industrial Hygienist's on-site representative to commence the abatement project.

11. **REMOVAL PROCEDURES (MINIMUM REQUIREMENTS)**

- 11.1 When possible, begin removal at point farthest from the negative air ventilation unit(s) and work toward the unit(s).
- 11.2 Wet all asbestos containing material with amended water solution using equipment capable of producing a fine spray mist to reduce airborne fiber levels when the material is disturbed. Perforate out covering any insulation which has been painted and/or jacketed to allow penetration of amended water. Saturate the material to the substrate, however, do not allow excessive water to accumulate in the work area. Amended water is a commercially produced product, specific for asbestos abatement work, and it is to be diluted and used as per the manufacturer's instructions.
- 11.3 Spray material repeatedly during the work process to maintain a continuously wet condition. Keep all removed material wet enough to prevent fiber release until containerized for disposal. Wetting procedures are not equally effective on all types of asbestos containing materials, but should be used in all cases, including floor tile and mastic removal.
- 11.4 Saturated asbestos containing material shall be removed in manageable sections. Removed material should be containerized before moving to a new location for continuance of work. Surrounding areas shall be periodically sprayed and maintained in wet conditions until visible material is cleaned up.
- 11.5 Material removed from building structures or components shall not be dropped or thrown on the floor. Material should be removed as intact sections or components whenever possible and carefully lowered to the floor.
- 11.6 After completion of all stripping, work surfaces from asbestos containing materials have been removed shall be wetted, brushed, sponged or cleaned by some equivalent method to remove all visible residue.
- 11.7 If an electric power failure occurs, immediately stop all abatement work and do not resume until the power has been restored and negative ventilation units are in operation again.

12. **CLEAN-UP PROCEDURES (MINIMUM REQUIREMENTS)**

- 12.1 Remove and containerize all visible accumulation of asbestos containing material and asbestos contaminated debris utilizing rubber dust pans and rubber squeegees to remove material around. Do not use metal shovels to pick up or move accumulated waste. Special care must be taken to prevent damage to floor sheeting.
- 12.2 Remove all containerized waste from the work area and transport from the work area to the disposal site or temporary storage facility.
- 12.3 Wet clean all surfaces in the work area using rags, mops, sponges and HEPA vacuum systems as appropriate.
- 12.4 Decontaminate all tools and equipment and remove at the appropriate time in the cleaning sequence.
- 12.5 The work area shall be cleaned until it is in compliance with all Federal, State and Local requirements and/or any more stringent criteria specified herein. Additional cleaning cycles shall be provided as necessary, at no additional cost to HCPS, until these criteria have been met.

- 12.6 The negative air filtration devices must be kept operational during the entire clean-up and decontamination procedure.

13. **VISUAL INSPECTION (MINIMUM REQUIREMENTS)**

- 13.1 The Industrial Hygienist's on-site representative shall make the final inspection of the work area for visual residue. If any residue is observed, it will be assumed to be asbestos, and the cleaning cycle shall be repeated.
- 13.2 All surfaces, including polyethylene sheeting, must successfully pass visual inspection.
- 13.3 The work area must be entirely dry with no visible wetness.

14. **ENCAPSULATION OF WORK SURFACES (LOCK DOWN), (MINIMUM REQUIREMENT)**

- 14.1 After successfully passing the visual inspection, the Awarded Bidder(s) shall apply a coating of bridging encapsulant to all surfaces in the work area from which asbestos has been removed, all polyethylene sheeting used to cover all walls, floors, ceilings and non-removable fixtures. Surfaces where floor tile and mastic have been removed shall not be sprayed with encapsulant.
- 14.2 A specialized soil encapsulation system should be used in areas where contaminated soil was removed.
- 14.3 Allow encapsulant to dry.

15. **FINAL CLEARANCE OF WORK (MINIMUM REQUIREMENT)**

- 15.1 Continue to operate negative air filtration system.
- 15.2 Carefully roll up the polyethylene sheeting used to protect floors, walls, ceilings, and non-removable fixtures with the contaminated portion on the inside and package for disposal as asbestos contaminated waste.
- 15.3 Plastic used to maintain critical barriers at doors, windows, vents, etc., shall be sprayed with encapsulant, but not removed until air monitoring is successfully completed.
- 15.4 Wet clean with amended water all walls, floors, woodwork, ceilings, fixtures, and all other surfaces. Allow surfaces to dry. All cloths and sponges used in the cleaning operations must be disposed of as contaminated waste.
- 15.5 Following the cleaning operation, the Industrial Hygienist will perform a visual inspection of the removal area. Areas failing the final inspections shall be re-cleaned. Any additional cleaning cycles required to pass the final inspection will be provided by the Awarded Bidder(s) at no additional cost to HCPS.
- 15.6 After the successful completion of the visual inspection, the Industrial Hygienist will conduct clearance air monitoring.
- 15.7 All samples shall be analyzed by Phase Contrast Microscopy (PCM) using NIOSH 7400 method and/or Transmission Electron Microscopy (TEM) in accordance with 40CFR 763, Appendix A to Subpart E and COMAR 26.11.21.
- 15.8 The sample collection will be made using the aggressive procedures described in USEPA 1985, "Measuring Airborne Asbestos following an Abatement Action", and 40CFR 763, Appendix A to Subpart E.

- 15.9 PCM samples will be analyzed on site. TEM results will be available within seventy-two (72) hours of sample collection. Quicker TEM turnaround may be available depending on the given project.
- 15.10 The clearance criteria for release of work area will be as stated in 40CFR 763.90 (I) of Subpart E.
- 15.11 Areas failing final clearance shall be re-cleaned, and re-tested until satisfactory results are obtained. Any additional cleaning cycles will be at no additional cost to HCPS. If final clearance samples exceed acceptable limits, any additional testing that is necessary will be performed at the Awarded Bidder's cost. All additional cleaning and associated hygienist services will be paid for by the Awarded Bidder(s).
- 15.12 For abatement projects requiring TEM clearance, if the air monitoring fails to meet acceptable clearance criteria, subsequent testing will be paid for by the Awarded Bidder(s). Additional testing will have a twenty-four (24) hour turnaround time for results.
- 15.13 All TEM clearance samples must be below 70 s/mm² and all PCM clearance samples must be less than 0.01 fibers/cc. Averaging of samples is not permitted for demonstrating final clearance.

16. **RE-ESTABLISHMENT OF THE WORK AREA AND SYSTEMS (MINIMUM REQUIREMENT)**

- 16.1 Re-establishment of the work area shall only occur following the successful completion of clearance air monitoring.
- 16.2 Remove the remaining critical polyethylene barriers and dispose as contaminated waste. Clean any residue or debris that is observed.
- 16.3 Re-secure mounted objects removed during the preparation stage.
- 16.4 Replace objects moved to temporary locations.
- 16.5 Re-establish HVAC, mechanical and electrical systems to original working conditions.
- 16.6 The area shall be restored to its original or better condition by the Awarded Bidder(s). The Awarded Bidder(s) shall repair all areas damaged as a result of the abatement activities at no additional cost to HCPS. All adhesive residues must be removed. Any paint damage must be repaired.

17. **ALTERNATIVE PROCEDURES**

- 17.1 Procedures described in this specification shall be utilized at all times.
- 17.2 If specified procedures cannot be utilized, a request must be made to HCPS providing details of the problem encountered and recommended alternatives.
 - 17.2.1 Alternative procedures must provide equivalent or greater protection than the procedures being replaced.
 - 17.2.2 Any alternative procedures must be approved by HCPS.
- 17.3 If glove bag or mini-enclosure procedures are to be utilized, they must, at a minimum, adhere to the procedures contained in the attachments "Glove Bag Techniques for Small Scale Activities" and "Mini-enclosure for Small Scale Activities".
- 17.4 For floor tile and mastic removal, all procedures contained in this specification apply. Floor tiles considered to be friable material for removal purposes.

- 17.5 The Awarded Bidder(s) is responsible for obtaining any variance that is required to utilize an alternative procedure.

18. **GLOVE BAG TECHNIQUE FOR SMALL SCALE ACTIVITIES**

- 18.1 Cover all surfaces directly under the glove bag and extend to a minimum distance of five (5) feet from the glove bag in all directions, with a single layer of 6-mil polyethylene sheeting.
- 18.2 Place all necessary tools into the pockets located inside the glove bag. Also, include a quantity of bridging encapsulant.
- 18.3 Pre-clean the insulated surface to ensure adhesion between the insulation and tape seal.
- 18.4 Place one strip of duct tape along each edge of the open top slit of the glove bag for reinforcement. The bottom seam of the bag is also taped to ensure its integrity.
- 18.5 Attach the bag to the insulated surface by folding and lapping the open edges and sealing with staples and duct tape to form a tight seal.
- 18.6 If needed, provide additional support to the glove bag to prevent the weight of the removed material from damaging the glove bag or the pipe and its support.
- 18.7 Use a smoke tube with aspirator bulb to test seal. Place tube into a marked entry port and fill the bag with visible smoke by squeezing the bulb. The smoke tube should be removed, and the entry port taped closed. Gently squeeze the glove bag and look for smoke leaking out, especially at the tops and ends of the glove bag. If leaks are found, tape closed using duct tape and re-test.
- 18.8 Once the smoke test has been passed, the entry port is opened, and the bag is squeezed lightly to remove excess smoke.
- 18.9 Slice open the side port, insert the wetting agent sprayer nozzle and thoroughly wet the area to be removed. The nozzle is removed, and the HEPA vacuum hose is inserted into the port and sealed tightly with duct tape.
- 18.10 Proceed with removal of the asbestos by having the worker insert his arms through the armholes and into the gloves.
- 18.11 When necessary, apply more wetting agent into the bag during removal to ensure the material is kept wet at all times.
- 18.12 When removal is completed, reinsert the sprayer nozzle and thoroughly wet and clean the abated surfaces, all non-disposable tools and the top portion of the bag to below the side port.
- 18.13 The rough edges of the cut ACM are then coated/sealed with bridging encapsulant.
- 18.14 Keep the tools being reused in the top section of the bag. Activate the vacuum to remove air from the glove bag. While air is being removed, squeeze the bag as tightly as possible, just below the side port.
- 18.15 After the air has been removed, twist the glove bag and tape and seal at the twisted area, with all removed and contaminated material at the bottom of the bag.
- 18.16 Place the bag in a 6-mil disposal bag.
- 18.17 If cuts, holes or ruptures occur in the glove bag, stop all work immediately, repair the damage, and clean the work site as needed.

- 18.18 The Awarded Bidder is responsible for obtaining any variance necessary to utilize a glove bag procedure.

19. **MINI-ENCLOSURE FOR SMALL SCALE ACTIVITIES**

- 19.1 The structure will consist of a 6-mil polyethylene sheeting supported by a pre-constructed framework formed around the work area.
- 19.2 Two (2) layers of 6-mil polyethylene sheeting will be used for all floors, walls and ceilings of the mini-enclosure. The floor inside the mini-enclosure will extend no less than one (1) foot up each wall.
- 19.3 The structure will be minimized in size to allow entry to only the number of workers necessary to perform the activity.
- 19.4 A small changing room, approximately three (3) feet by seven (7) feet, will be constructed contiguous to the mini-enclosure. Entry to and from the changing room to the mini-enclosure will be through double sheeted entry ways. The first layer of sheeting in the entry way will be sealed to the doorway at the top and on the right side, the second sheet will be sealed at the top and on the left side.
- 19.5 All workers will use a double set of protective coveralls.
- 19.6 After completing the activity, workers will HEPA vacuum the out layer of the disposable coveralls, remove them and leave them in the mini-enclosures as asbestos contaminated waste. The workers will then enter the changing room and remove the inner layer of disposable coveralls and wet wipe the respirator, leaving it on until exiting the changing room.
- 19.7 The Awarded Bidder(s) is responsible for obtaining any required variance necessary to utilize a mini-enclosure procedure.

20. **HOURLY RATES**

- 20.1 **“Response Time”**, when referred to, means Awarded Bidder shall be on-site according to the parameters set by HCPS.
- 20.2 **“Regular Hourly Labor Rate”** for hazardous material removal services (as delineated within Section 21 Response Time): In effect from 4:00 pm until 11:00 pm local time Monday through Friday during the school year and 6:00 am until 4:00 pm local time Monday through Thursday during the summer months, depending on the location. Awarded Bidder(s) shall respond as specified and required by HCPS when the request for service is placed. Response time shall not be less than twenty-four (24) hours. Inclusive of all overhead, including but not limited to driving time to and from the job site, consumable materials, proper disposal, paperwork, salary of employees, and profit. The hourly rate must include overseeing and providing the work.
- 20.3 **“Emergency Services”** for all emergency services (as delineated within Section 21 Response Time): In effect twenty-four (24) hours a day, seven (7) days a week. Response time shall not be greater than four (4) hours. Inclusive of all overhead, including but not limited to driving time to and from the job site, consumable materials, proper disposal, paperwork, salary of employees, and profit. The hourly rate must include overseeing and providing the work.
- 20.4 **“Overtime Rate”** is 1.5 times the Regular Hourly Labor Rate. Overtime will be paid for hours other than those specified in the Regular Hourly Labor Rate. HCPS will not pay any overtime rates unless prior written authorization is received by Awarded Bidder(s).
- 20.5 **“Emergency Hourly Rate”** is 2 times the “Regular Hourly Rate” and is inclusive of all work and

overhead for an “emergency” repair that should be completed immediately upon notification by HCPS (i.e. same day repair).

- 20.6 **“Working Hours”** are those hours the employees are on-site working, excluding lunch time and/or breaks.
- 20.7 All hourly labor rates include the cost of consumable materials utilized by Awarded Bidder to facilitate removal and related services. Some examples of consumable materials shall include, but not be limited to cable ties, fasteners, tape, etc. HCPS shall not reimburse for any additional materials unless agreed to by HCPS in advance of the Work.
- 20.8 HCPS shall not reimburse for travel expenses, or vehicle mileage, nor shall HCPS reimburse for travel time to obtain parts/materials.
- 20.9 Travel time to and from the job will not be paid. Payment begins upon arrival and sign-in at the job site.

21. **RESPONSE TIME**

- 21.1 This contract is for on-call services, the Awarded Bidder(s) must be capable of providing twenty-four (24) hour emergency service, seven (7) days a week for any and all situations deemed necessary by Harford County Public Schools.
- 21.2 Awarded Bidder(s) will be required to provide HCPS with an e-mail address and a phone number for scheduling service through a dispatch center during regular business hours and for scheduling service through a dispatch center for emergencies (twenty-four (24) hours a day, seven (7) days a week).
- 21.3 Regular Service Calls
 - 21.3.1 Response time shall be as specified and required by HCPS when the request for regular service is placed.
 - 21.3.2 Response time by Awarded Bidder(s) for regular service calls shall not be less than twenty-four (24) hours from when request is made by HCPS.
 - 21.3.3 Awarded Bidder(s) is to arrive at the site and perform services as required at the Regular Hourly Labor Rate at the time and/or day the service is requested and/or required by HCPS.
 - 21.3.4 Service requests shall be made via e-mail by HCPS and shall document the required service and time parameters for response.
 - 21.3.5 HCPS shall notify Awarded Bidder(s) via e-mail if service request must be cancelled.
- 21.4 Emergency Service Calls
 - 21.4.1 Emergency service shall be provided on a twenty-four (24) hour, seven (7) days a week basis.
 - 21.4.2 Response time for emergency service calls shall be within four (4) hours of notification by HCPS when the request for emergency service is placed.
 - 21.4.3 The Awarded Bidder(s) is to arrive at the site and perform services as required at the Emergency Hourly Labor Rate.

- 21.4.4 If Awarded Bidder(s) cannot respond to the emergency request within the time period specified above, Awarded Bidder must notify HCPS at the time the request for emergency service placed.
- 21.4.5 Due to the nature of emergency service calls, HCPS may first notify Awarded Bidder(s) via phone call. Response time shall commence at time of phone notification.
- 21.4.6 Due to the nature of emergency calls, HCPS may first notify Awarded Bidder(s) via phone call if service request must be cancelled.
- 21.5 Awarded Bidder(s) is guaranteed a minimum of one (1) hour on site for each regular and/or emergency service call.
- 21.6 Awarded Bidder(s) shall make every effort to expedite all service calls in accordance with set time limits. Where limits may need to be exceeded, any deviations shall be verified and approved in advance by HCPS. The Awarded Bidder(s) will notify HCPS Facilities Department, or designated representative, in writing of any delays in service which exceed the above set time limits. Excessive delays in service which cannot be explained by the Awarded Bidder(s) to the satisfaction of HCPS will be considered to be unsatisfactory service under the terms of the Contract. Any excessive number of instances of unsatisfactory service, as determined by HCPS, will be cause for HCPS to consider the Awarded Bidder(s) in default and the Contract terminated for cause.

22. **EQUIPMENT**

- 22.1 All equipment required to perform standard/typical work under this contract shall be owned by the Awarded Bidder(s) and shall be normally available on the dispatched vehicle. HCPS shall not reimburse Awarded Bidder(s) for equipment rental charges.
- 22.2 All equipment of the Awarded Bidder(s) shall be in good working condition and shall conform to required safety standards.
- 22.3 HCPS will not pay for rented or leased equipment fees in addition to the hourly rate quoted, unless approved specifically by the HCPS Environmental Compliance Coordinator in advance of their use. (Note: A dumpster, for excessive disposal of debris, shall be considered a reimbursable charge, with prior approval by HCPS.)
- 22.4 Use of HCPS equipment is prohibited.
- 22.5 Mandatory pieces of specialty equipment that must be provided by bidder for use on HCPS sites include: Truck - pickup or larger, Truck – box/cargo, Micro Trap, Electric Generator, HEPA Vacuum, Portable Shower, Floor Buffer.
- 22.6 Bidders shall provide all other devices that may be required to perform hazardous materials removal projects, such as ladders, scaffolding, power washers, roof cutters, roof sweepers, roofing tear-off machine, circular saws, chipping hammers, airless compressors, mechanical spades, squeegees, bottle sprayer's, airless sprayers (electric), PAPR's, full-face and ½ face respirators.
- 22.7 Materials and Equipment (Minimum Requirement)
 - 22.7.1 A sufficient supply of HEPA filtered vacuum systems, negative pressure ventilation units, protective clothing, safety equipment (hard hats, safety shoes, gloves, goggles, etc.) and all supplies and equipment necessary to complete the project must be available.
 - 22.7.2 Respirators shall be provided in accordance with the submitted written respiratory protection plan. Minimum protection shall be full-face negative pressure respirators equipped with HEPA cartridges.

22.7.3 Whenever required, the Awarded Bidder(s) shall provide a GFI equipped power distribution panel and have it properly installed by a licensed electrician. HCPS is to be notified prior to the hook-up of this panel.

23. **GENERAL INFORMATION**

- 23.1 It shall be noted that 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 employee identification, and sign in when entering the building. School-assigned visitor badges must be worn at all times.
- 23.2 All passageways and means of egress must be kept open during school hours except where special permission is granted.
- 23.3 Normal removal of pre-planned work is to be performed after school hours or on days when students are not in the building, but during normal custodial shifts. Work may be performed on an emergency basis in which case the Awarded Bidder must have personnel on-site within four (4) hours of notification. Work may not be scheduled at any time within the buildings unless a custodian is on duty.
- 23.4 In a non-emergency situation, should the Awarded Bidder require additional hours, the Awarded Bidder shall be required to pay for custodial coverage. Approval to work additional hours must be obtained in advance from the HCPS Environmental Compliance Coordinator. Response time for pre-planned work will be decided at that time.
- 23.4.1 The regular work hours are from 4:00 pm until 11:00 pm, Monday through Friday, excluding holidays.
- 23.4.2 The regular work hours during summer are from 6:00 am until 4:00 pm, Monday through Thursday, excluding holidays.
- 23.4.3 The regular work hours are standard times but must be verified per location. Each school may have variations to the standard time for their 2nd shift custodians.
- 23.5 Work outside the specified hours may be allowed with seventy-two (72) hours minimum notice to the HCPS. Work on Saturday and Sunday may be performed from 8:00 am to 4:30 pm, with prior approval from the HCPS. HCPS reserves the right to disapprove or suspend a request to work outside of normal working hours. HCPS also reserves the right to determine when building coverage is necessary or in the best interest of HCPS. The cost of providing building maintenance personnel onsite for weekend work or after-hours work shall be borne by the Awarded Bidder(s).
- 23.6 Holiday work, as determined by the yearly published HCPS school calendar, may be allowed with two (2) hours minimum notice to HCPS. Work on holidays, if approved, may be performed from 8:00 am to 4:30 pm. HCPS reserves the right to disapprove or suspend a request to work on holidays. HCPS also reserves the right to determine when building coverage is necessary or in the best interest of HCPS. The cost of providing building maintenance personnel onsite for holiday work shall be borne by the Awarded Bidder(s).

24. **SPECIFIC CONDITIONS**

- 24.1 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.

- 24.2 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.
- 24.3 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.
- 24.4 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.
- 24.5 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.
- 24.6 Awarded Bidder(s) shall have available, copies of all applicable codes, regulations, standards, documents and this specification.
- 24.7 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).
- 24.8 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.
- 24.9 The Awarded Bidder shall be responsible for their work until its completion and final acceptance.
- 24.10 Storage of any tools, equipment or materials incidental to the performance of the Contract must be coordinated with the HCPS Environmental Compliance Coordinator and will be at the Contractor's risk. NO TOOLS, EQUIPMENT OR MATERIALS MAY BE STORED IN THE SCHOOL. The Contractor shall repair or replace any of the same, which may be damaged, lost or stolen without additional cost to HCPS.
- 24.11 All materials furnished in carrying out this contract shall be of the quality required by the specifications. Any unsatisfactory or damaged materials furnished shall be removed and satisfactorily replaced by the Contractor when notified in writing to do so by Harford County Public Schools. If the Contractor shall neglect or refuses to remove such unsatisfactory or damaged materials within a reasonable amount of time after the serving of the above-mentioned notice, Harford County Public Schools may remove said materials, or cause the same to be removed. And satisfactorily replaced by contract, or otherwise, as may be considered expedient, and the expense thereof shall be charged to the Contractor and such expense so charged shall be deducted from any money due or to become due under the Contract. No such rejected material shall be offered for use on any contract with Harford County Public Schools.
- 24.12 All hazardous waste will be identified as defined by Federal, State and Local laws, regulations and guidelines currently in effect. Additionally, all hazardous waste resulting from work at this site under these specifications must be removed and properly disposed of in accordance with all applicable Federal, State and Local laws, guidelines and regulations.

- 24.13 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.
- 24.14 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.
- 24.15 Bidders providing incomplete or inaccurate information to HCPS are subject to immediate termination of the contract or rejection of their bid as non-responsive.
- 24.16 Bidders are solely responsible for their expenses, if any, in preparing a response to this Invitation for Bid.

25. **FORM OF PROPOSAL**

- 25.1 All pricing must be submitted on the Bid Form; all blank spaces shall be filled in and properly signed.
- 25.2 Bidders are required to submit pricing for every item. By not submitting a price for any of the line items, may deem the vendor non-responsive.
- 25.3 Bidders are required to submit a percentage markup for all other products, services, supplies, material, rental equipment, subcontractors, and other ancillary items that may be required to complete projects following required approval from HCPS.
 - 25.3.1 An estimated cost of \$5,000 has been provided on Item #7 of the Bid Form for bid evaluation purposes only.
 - 25.3.2 Bidders are to multiply their percentage markup with the estimated cost and enter the markup amount **only** in the space provided on the Bid Form. **Do not include the base estimated amount of \$5,000 in this total.**
- 25.4 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.
- 25.5 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.

26. **AWARD**

- 26.1 Harford County Public Schools is not obligated but reserves the right to award multiple bidders with the lowest responsive and responsible bid meeting the specifications based on the hourly labor rates, including markup, submitted on the Bid Form, and is deemed to be in the best interest of HCPS. Bidder must complete entire section to be considered for award.
- 26.2 Responsive and responsible bidders responding to the solicitation shall be ranked, based upon their "Basis of Award", which includes the total hourly labor rates and markup. The markup **must not** exceed 20%.
- 26.3 The hours and material quantities on the Bid Form are estimates and are strictly for evaluation purposes only.
- 26.4 If more than one (1) vendor is awarded, HCPS reserves the right to select any bidder from the list,

in any order, at any time. Selection could be determined based on availability to do the work or pricing. There is no minimum guarantee in terms of the volume, scale or dollar amount of the work awarded to each vendor.

- 26.5 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.
- 26.6 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.
- 26.7 Conditional or unbalanced bids will not be accepted and may be deemed non-responsive.
- 26.8 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.
- 26.9 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.
- 26.10 Submission of a bid, in response to this request, shall mean that the Bidder can complete all work "as specified" within the specified time frame.
- 26.11 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.
- 26.12 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.
- 26.13 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.

27. **TERM OF CONTRACT**

- 27.1 The initial term of this contract shall be for one (1) year and shall begin on or about **November 1, 2025** through **October 31, 2026**.
- 27.2 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.

28. **PRICING AND RATE ADJUSTMENTS**

- 28.1 All prices herein shall be firm against any adjustment for the first twelve (12) months of the Contract.
- 28.2 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.**
- 28.3 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 a request and submit current catalogs.

- 28.3.1 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.
- 28.4 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.
- 28.5 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 or CPI-W), as published by the United States Department of Labor, Bureau of Labor Statistics.
- 28.6 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:
 - 28.6.1 Access the U.S Bureau of Labor Standards <https://www.bls.gov/data/>.
 - 28.6.2 Under "Urban Wage Earners and Clerical Workers (Current Series)", click on "One Screen Data Search" (magnifying glass).
 - 28.6.2.1 Select "Baltimore-Columbia-Towson, MD" for No.1.
 - 28.6.2.2 Select "All Items" for No 2.
 - 28.6.2.3 "Not Seasonally Adjusted" box should be selected in No. 3.
 - 28.6.2.4 Select "Add to Selection" then "Get Data" button.
 - 28.6.2.5 Select "More Formatting Options" located in the top right-hand corner.
 - 28.6.2.5.1 Unselect "Original Data Value" and select "12-Month Percent Change" box
 - 28.6.2.5.2 Select "Retrieve Data"
 - 28.6.2.6 Use the '12 Months Percent Change' chart. Adjustment shall be based on the most recently published percentage change.
 - 28.6.2.7 Multiply the percentage change by the base cost to determine the escalated cost.
- 28.7 The Award Bidder shall provide bona-fide manufacturers' 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.
 - 28.7.1 If the request is rejected, the Contract for that item may be terminated thirty (30) days from the date of HCPS rejection letter.
 - 28.7.2 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.

- 28.7.3 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.
- 28.8 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.
- 28.9 HCPS reserves the right to decrease the unit price, if such downward adjustment is reflected with the CPI data.
- 28.10 Rate increase requests may not be considered if not accompanied with the proper information or within the designated time.
- 28.11 HCPS reserves the right to cap pricing adjustments at five percent (5%) of the price for the immediately preceding year.

29. **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.

30. **BILLING AND PAYMENT**

- 30.1 Harford County Public Schools will issue a Purchase Order for work to be completed listed on the Bid Form.
- 30.2 Invoices must be submitted to the Accounts Payable Department via email to APInvoice@hcps.org, referencing the Contract and/or Purchase Order number.
- 30.3 A copy of all invoices are to be sent to the Facilities Department, Attention: Environmental Compliance Coordinator, 2209 Conowingo Road, Bel Air, MD 21015, referencing the contract number and/or Purchase Order number.
- 30.4 The Awarded Bidder(s) shall submit an original invoice for each completed project. Invoices shall contain the following information:
- 30.4.1 Invoice shall contain the name of the facility where the work was performed and include an itemized list of material that has been provided, when applicable. All jobs must be invoiced separately.
- 30.4.2 Invoice shall include a detailed listing of the number of hours worked, per type of technician, including a complete description of the work completed. All labor rates will be paid in one-half hour increments.
- 30.4.3 The Awarded Bidder(s) must provide breakout costs (i.e. hourly labor rate per Technician,

per hour) per job as indicated on the Bid Form.

30.4.4 Invoice shall include the start and stop date for the Work and the total reimbursement amount for all materials including markup as indicated on the Bid Form.

30.5 The documents identified in Section 38.5.3 must be sent with the invoice in order for the Awarded Bidder to be paid.

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

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

31. **GUARANTEE/WARRANTY**

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

31.2 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.

31.3 Bidder(s) shall unconditionally guarantee the materials and workmanship of all services furnished by them.

31.4 All warranties, express or implied, shall survive delivery, inspection, acceptance, and payment.

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

32. **TAXES AND PERMITS**

32.1 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.

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

33. **PROTECTION OF WORK AND PROPERTY**

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

33.2 HCPS will occupy the site and existing building during the entire work period. The Awarded Bidder shall cooperate with HCPS during the work to minimize conflicts and facilitate HCPS usage. To the

satisfaction of the school, the Awarded Bidder is to move and/or protect all school equipment, furnishings and occupied areas from work-related debris and noise. The Awarded Bidder shall perform the work so as not to interfere with HCPS operations. The Awarded Contractor is aware that this work shall be performed on school grounds, where students, staff and parents will be present and is responsible for maintaining a safe clean worksite.

- 33.3 Limit use of premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.
- 33.4 Keep driveways and entrances serving the premises clear and available to HCPS, HCPS's employees and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
- 33.5 Awarded Bidder is responsible for all clean up related to their work and to keep the premises free from accumulation of waste materials or rubbish caused by its employees or work. At the completion of the Work, all trash will be removed from the work site. The school's custodial staff is not responsible for cleaning debris left from the Awarded Bidder's work. School dumpsters shall not be used. The Awarded Bidder(s) shall leave affected areas as they were prior to the Work. In case of disputes, HCPS may remove trash, rubbish, etc. and charge the cost to the Contractor.
- 33.6 The Awarded Bidder shall protect all HCPS property, materials, equipment, improvements, utilities, structures, and vegetation at all times during the course of this contract. Any property or incidental damage during the course of this contract shall be repaired or replaced by Awarded Contractor to the satisfaction of HCPS.
- 33.7 Deliveries of equipment and other materials must be done with the Awarded Bidder(s) present and stored on site as indicated by the HCPS Facilities Department. Equipment and material shall not be delivered to the site prior to their work, unless approved by the HCPS Facilities Department.

34. **PROFESSIONALISM**

- 34.1 HCPS requires all work to be completed utilizing "Professional Workmanship". HCPS shall monitor and examine the services provided and shall only accept "Professional Workmanship". The following shall be considered some reasons for immediate termination of a company.
 - 34.1.1 Failure of the Awarded Bidder to have the required materials and equipment with them to execute a project without undue delay to leave the project and pick-up supplies or equipment. HCPS reserves the right to bring in any other contractor in order to complete work that is not complete in a timely fashion.
 - 34.1.2 Failure of the Awarded Bidder to utilize qualified personnel to do the work for HCPS. The individuals doing the work at HCPS shall:
 - 34.1.2.1 be properly trained and experienced to perform services as specified.
 - 34.1.2.2 refrain from any comments or gestures to the students and/or staff; and refrain from making any comments and/or gestures to fellow workers that could be interpreted as inappropriate and/or obscene.
 - 34.1.2.3 be dressed appropriately to work in a "school environment" with student, teacher, staff, and parents present. The employee shall prominently display the name of their company on a shirt or hat.
 - 34.1.2.4 abide by the HCPS no smoking policy. HCPS maintains a Tobacco-Free environment. Furthermore, HCPS policy prohibits gambling, alcohol, drugs and obscene or abusive language.
- 34.2 Immediate termination of a company for not providing "Professional Workmanship" as determined

by HCPS, using criteria determined by HCPS and not necessarily industry standards, shall result in:

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

35. **SUBCONTRACTORS**

- 35.1 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.
- 35.2 The Awarded Bidder shall not, without prior written consent of HCPS, assign any of the moneys payable under the Contract.

36. **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.**

37. **QUALIFICATION OF BIDDER**

- 37.1 Bidder must have a minimum of five (5) years of experience removing and encapsulating asbestos, along with other hazardous material removal. 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.
- 37.2 Bidder shall provide with their bid, a copy of their State of Maryland Asbestos Removal/Encapsulation License in addition to any other state certifications and licenses for hazardous material removal. Failure to provide this documentation may deem your bid non-responsive.
- 37.3 Bidder must have appropriate technical experience. At the time of the bid, bidder must have adequate employees to accomplish the bid requirements. Employees must be properly trained, experienced and certified to perform work at HCPS. Awarded Bidder(s) shall demonstrate to the satisfaction of HCPS that employees who will be used on any HCPS project are properly trained and experienced in the services outlined herein. Awarded Bidder(s) shall maintain all certifications for each abatement worker on-site throughout the life of the Contract.
- 37.3.1 Awarded Bidder(s) **SHALL SUBMIT** a copy of **ALL** AHERA certifications held by each employee who will or may perform work at HCPS during the term of the contract with their bid submittal. Failure to provide this documentation may deem your bid non-responsive.
- 37.3.2 All workers and supervisors at the work site must be accredited as per Title 40, Code of Federal Regulations, Part 763, Appendix C to Subpart E. Training courses must be

approved by the State of Maryland. This includes all temporary helpers utilized at any HCPS site. They must have accreditation prior to their use on an HCPS project.

- 37.3.3 The Awarded Bidder's on-site supervisor must be trained as per OSHA asbestos construction standard, Title 29, Code of Federal Regulations, Part 1924.58.
- 37.3.4 The Awarded Bidder's on-site supervisor must be trained in the provisions of the NESHAP standard, Title 40, Code of Federal Regulations, Part 61.
- 37.4 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.)
- 37.5 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.
- 37.6 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.
- 37.7 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.
 - 37.7.1 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.
 - 37.7.2 HCPS will not be responsible for errors, non-working phone numbers, inaccurate email addresses or persons no longer employed with the firm or do not respond.

38. **AWARDED BIDDER'S RESPONSIBILITY**

- 38.1 Design of the removal project.
- 38.2 Ensure that all phases of the removal project are in strict compliance with all applicable Federal, State, and Local regulations governing the removal, handling, and disposal of hazardous products containing materials.
- 38.3 Notify State and Federal agencies as required by regulations.
- 38.4 Obtain final clearance from the independent air-monitoring firm on site prior to teardown of any barriers.

- 38.5 Provide Harford County Public Schools with the required documentation of permits, licenses, personnel training and disposal. Submissions shall occur as follows:
- 38.5.1 Prior to the beginning of work:
- 38.5.1.1 Certificate of the project designer
 - 38.5.1.2 Maryland State license for asbestos removal
 - 38.5.1.3 Project Design
- 38.5.2 On the first day of each project:
- 38.5.2.1 Certificates of supervisors and workers (submitted to industrial hygienist)
- 38.5.3 After the work is completed:
- 38.5.3.1 Copy of notification to authorities of the final air clearance values
 - 38.5.3.2 Copy of disposal manifest
 - 38.5.3.3 List of all workers and license numbers and AHERA Certification
 - 38.5.3.4 List of equipment
 - 38.5.3.5 Description and explanation of abatement activity
 - 38.5.3.6 Project Designer signature and accreditation number
 - 38.5.3.7 Copy of notification to authorities that the project is to occur
- 38.6 The Awarded Bidder shall have a superintendent on the job site at all times during the Work. This superintendent shall be empowered to act on the Awarded Bidder's behalf during the absence of the Awarded Bidder. The on-site superintendent must speak fluent English.
- 38.7 The Awarded Bidder(s) shall secure all areas to contain all contaminants.
- 38.8 The Awarded Bidder(s) shall provide proper removal and disposal of all contaminated waste.
- 38.9 The Awarded Bidder(s) shall provide the required paperwork for tracking all contaminated materials.
- 38.10 The Awarded Bidder(s) shall respond to emergency situations where hazardous material removal must be done prior to entrance and work for other trades.
- 38.11 The Awarded Bidder(s) shall provide the appropriate number of personnel with the appropriate training and skills necessary to complete the job as scheduled. Scheduling of work is to be done to assure the completion of the project on schedule, and to assure that the removal of hazardous material is not being done with HCPS personnel, students, or the public present.
- 38.12 At the completion of the abatement project, the Awarded Bidder(s) will ensure that no hazardous containing material remains in the work area within the scope of the work defined that could be disturbed by activities of general contractors during renovation work in the building. This work will include, but not be limited to ceiling removal replacement, lighting, plumbing repairs, electrical modifications, roof replacement, and decking replacement.
- 38.13 HCPS' Responsibilities
- 38.13.1 Air Monitoring: Air monitoring shall be arranged by Harford County Public Schools at its expense and shall be performed in full compliance with applicable regulations. Air monitoring fees for the asbestos removal portion of the work will be paid by Harford County Public Schools through the removal completion date, to include only one (1) set of air samples for final clearance per containment area. If additional air monitoring is

required when a work area does not achieve final clearance, the cost of additional analysis of samples will be the responsibility of the Awarded Bidder.

- 38.13.2 HCPS will provide and pay for the Industrial Hygienist. The Awarded Bidder will be notified prior to the commencement of any work with the name of the Hygiene Firm. The Awarded Bidder will not perform any work on-site without the Industrial Hygienist on-site for the entire duration of asbestos abatement projects, whenever abatement workers are present and working.

39. **DOCUMENTATION**

- 39.1 Asbestos Abatement Information Sheets for Final Reports (reference Attachment #1): The Final Report must include the types, amounts, and locations of the asbestos materials removed. Floor plans indicating the areas of removal shall be submitted for each project.
- 39.2 USEPA and/or State of Maryland asbestos project notifications letter.
- 39.3 Waste Manifest: Use the asbestos waste tracking system described under Title 40, Code of Federal Regulations 61.15 (d). Submit the signed original manifest. HCPS must receive waste manifests within forty-five (45) days of the completion of the project.
- 39.4 Reporting Unusual Events: When an event of unusual and significant nature occurs at the work site (example: failure of negative pressure system, rupture of the temporary enclosure, etc.), the Awarded Bidder must submit a "special report" outlining the circumstances of the event.
- 39.5 Submit written results of any air monitoring conducted by or for the Awarded Bidder during the course of the project (i.e. OSHA compliance air monitoring).
- 39.6 All waste shipment records for disposal of hazardous materials need to be supplied to the HCPS Environmental Compliance Coordinator for record keeping.

40. **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 **October 9, 2025**. Questions will not be accepted by phone.

Questions that are deemed to be substantive in nature will be answered in writing, with both the question(s) and answer(s) being addressed in the form of an Addendum and posted on our website on or before **October 13, 2025** at www.hcps.org as well as eMaryland Marketplace Advantage.

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

CONTRACT SAMPLE

BID #26-JHP-002
On-Call Hazardous Materials Removal and Services

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the Board of Education of Harford County, acting herein through its Superintendent, hereafter called "Owner" and _____, a corporation located at _____, hereinafter called "Contractor".

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

The initial term of the Contract shall be for one (1) year and shall begin on or about November 1, 2025 and end October 31, 2026. 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 #26-JHP-002**, and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by the Board of Education of Harford County, and as enumerated in the General Conditions, all of which are made a part hereof and collectively evidence and constitute the Contract.

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

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

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

Seal in Signature

Board of Education of Harford County

Board of Education of Harford County
Witness

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

Date

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

Seal in Signature

Company Name

Authorized Contractor Signature

Street Address

Contractor Witness

City, State, Zip

Company Name

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

CHECK LIST

BID #26-JHP-002

On-Call Hazardous Materials Removal and Services

- ☐ Signed and included all Addenda (if applicable)
- ☐ Reviewed and provided 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)
- ☐ State of Maryland DLLR Asbestos Remove/Encapsulate License attached in addition to any other state certifications and licenses for hazardous material removal (per Section 37.2)
- ☐ Submitted copies of **all** related certifications/licenses held by **each** employee who will or may perform work at HCPS (per Section 37.3)
- ☐ Completed and Submitted Bid Form
- ☐ Completed and Submitted Reference Form
- ☐ Signed and included State of Maryland Anti-Bribery
- ☐ Signed and included Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- ☐ Signed and included Employment of Sex Offenders and Other Criminal Offenders Affidavit

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

Acknowledgement of Addenda (if applicable)

I/We acknowledge receipt of the following Addenda:

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____

Company Name

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

BID FORM

BID #26-JHP-002

On-Call Hazardous Materials Removal 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 perform all work necessary for on-call asbestos removal and services at various locations for Harford County Public Schools, in full compliance with the accompanying specifications in accordance with the price listed below.

Item	Description	Regular Hourly Labor Rate	Estimated Hours/Cost	Total Price (Regular Hourly Rate x Estimated Hours)
1	One (1) AHERA Certified Asbestos Abatement Technician		500	\$
2	One (1) AHERA Certified Asbestos Abatement Project Designer		100	\$
3	One (1) AHERA Certified Asbestos Abatement Supervisor		100	\$
4	One (1) Mold Remediation Technician		50	\$
5	One (1) Lead Paint Abatement Technician		50	\$
6	One (1) Retiling Technician		50	\$
7	Markup for all other products, services, supplies, material, rental equipment, subcontractors, and other ancillary items required to complete projects following required approval from HCPS	Estimated Cost	Markup	\$
		\$5,000	%	(\$5,000 x Markup) *state markup only
Basis of Award (Add Items #1 through Item #7)				\$

Number of Years of experience removing and encapsulating asbestos, along with other hazardous material removal. (minimum of five (5) years of experience)

Company Name

SERVICE CALL CONTACTS (Section 21.2):

	Contact Person	Phone Number	E-Mail Address
Regular			
Emergency			

ADDITIONAL INFORMATION:

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

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

<input type="checkbox"/>	Do you accept credit card?	
<input type="checkbox"/>		Is there a fee for using a credit card?
<input type="checkbox"/>		If yes, what is the fee amount?
<input type="checkbox"/>	ACH Payment	
<input type="checkbox"/>	Conventional Check	

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

ANY EXCEPTIONS TO THE SPECIFICATIONS MUST BE CLEARLY INDICATED.

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

COMPANY

NAME (TYPE OR PRINT)

ADDRESS

TITLE

CITY, STATE and ZIP

AUTHORIZED REPRESENTATIVE SIGNATURE

TELEPHONE

DATE

FEDERAL TAX ID NUMBER

E-MAIL ADDRESS

Company Name

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

REFERENCE FORM

BID #26-JHP-002

On-Call Hazardous Materials Removal 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			
Dollar Amount			
Contact Person			
Phone Number			
Email Address			

HARFORD COUNTY PUBLIC SCHOOLS

Sean W. Bulson, Ed.D., Superintendent

102 S. Hickory Ave, Bel Air, Maryland 21014

STATE OF MARYLAND ANTI-BRIBERY AFFIDAVIT

I HEREBY CERTIFY that:

1. I am the _____ and the duly authorized representative of the firm of _____ whose address is _____ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.
2. Except as described in Paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county, or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendere to a charge of, or have during the course of an official investigation or other proceeding admitted, in writing or under oath, acts or omissions committed, which constitute bribery, attempted bribery, or conspiracy to bribe, 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

Sean W. Bulson, Ed.D., Superintendent

102 S. Hickory Ave, Bel Air, Maryland 21014

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR, part 85, Section 85.510, 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)

Attachment #1

**Asbestos Abatement Final Reports
Harford County Public Schools
Asbestos Abatement Information Sheet**

Contractor Name & Address _____

School Name & Address _____

Contractor License # _____ Contractor Job # _____

Start Date: _____ Completion Date: _____

Total Number of Hours: _____

Location and Description of Abatement Site:

Location	Material	Quantity	Date Removed

Description and Explanation of Transportation and Disposal of Asbestos:

Name and Address of Disposal Site: _____

List all Personnel Assigned to Project:

Name	Classification (worker, supervisor, etc.)	Accreditation #	State of Accreditation	Date of Accreditation	Expiration of Accreditation	Total # Hours Worked

--	--	--	--	--	--	--

Signature Verifying Having Worked on Project: _____

Totals	

Reason for Choosing Response Action: _____

Description and explanation of entire abatement activity and engineering controls utilized. Include exact locations, amounts and types of asbestos removed, encapsulated or enclosed. Attach additional sheets if necessary. _____

List of Equipment (attach additional sheets if necessary):

Name of Project Monitoring Firm: _____

Project Designer Name: _____

Project Designer Accreditation # & State: _____

Company Affiliation: _____

Company Address: _____

Enclosed should be the following:

- State/EPA Notification of Asbestos Project Sheet
- County Waste Disposal Approval
- Landfill Receipt
- Project Design Paperwork
- Any other correspondence or information pertaining to the abatement

Reminder: All AHERA, Federal, State and Local requirements are effective for HCPS work.

Signature of Chief Officer or Designee

Name and Title (Typed)

Date