

HARFORD COUNTY PUBLIC SCHOOLS

102 South Hickory Avenue
Bel Air, Maryland 21014

BID ANNOUNCEMENT

BID TITLE: Commissioning Services for New Combination Harford Academy and Elementary School

BID NUMBER: 26-JHP-006

BID OPENING DATE AND TIME: November 5, 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: 268 141 206 391 3

Passcode: Bz29gJ3d

Dial in by phone

[+1 240-600-1475..971715555#](#) United States, Bethesda

[Find a local number](#)

Phone conference ID: 971 715 555#

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 27, 2025**.

ADDENDUM ISSUED: No later than **October 28, 2025**.

PRE-BID CONFERENCE: Not Required.

BONDING: Bonds Are Not Required.

MBE DOCUMENTS: MBE Documents Are Not Required.

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

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

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

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

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

2.0 BID PREPARATION, PROPOSAL SHEET, AND BID OPENING

- 2.1 Bidder must submit one (1) original with original signatures of the Bid using HCPS bid forms. The Bidder should make and retain one (1) copy of the Bid for their files. Bids must be signed and submitted by an authorized representative of the Bidder. Each bidder may attach a letter of explanation to the Bid, if so desired, to provide an explanation of any detail(s) in the Bid.
- 2.2 Signed bids must be returned electronically via e-mail to bids@hcps.org, ONLY. HCPS will not accept any facsimile transmission or electronic submissions to HCPS Procurement Agents, representatives, or

employees. 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 Buyer 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.
- 2.6 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 in any way incomplete or irregular.

5.0 MULTI-AGENCY PROCUREMENT

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

6.0 TIE BIDS

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

7.0 WAIVER OF TECHNICALITIES

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

8.0 BID PRICES

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

9.0 ADDENDA

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

10.0 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.

**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
Services**

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: \(hcps.org\)](https://www.hcps.org/non-discrimination-policy) 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: \(hcps.org\)](https://www.hcps.org/non-discrimination-statement) 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 street 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 submittal of the formal bid. The absence of a written list of deviation(s) at the time of submittal will hold the Bidder accountable to HCPS to the specifications or scope of work as written by HCPS. Any deviation(s) from the specifications or statement of work without prior documented approval will be grounds for rejection of any material, equipment, and/or services when delivered and/or performed.
- 12.5 The Awarded Bidder shall and will, in good professional manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings covered by this contract and any and all supplemental plans and drawings, and in accordance with the directions of the Board of Education as given from time to time during the progress of the work. The Contractor shall observe, comply with and be subject to all terms and conditions, requirements and limitations of the Contract and Specifications and shall do, carry on and complete the entire work to the complete satisfaction of the Board of Education.
- 12.6 Awarded Bidder may be required pursuant to the Business Regulation Article of the Maryland Code, to provide proof of Certificate of Registry.
- 12.7 Awarded Bidder is responsible to protect all existing and newly installed supplies and/or equipment. Any HCPS property damaged shall be replaced or repaired to the satisfaction of HCPS.
- 12.8 Contractors and any of its subcontractors shall advise HCPS of its intention to use any employees, which are hired or obtained from any penal, pre-release or work release program. In the event that such employees are used, notification to HCPS shall include the name and violation for each individual. The reasonable precautions, when selecting such individuals and provide strict supervision and proper safeguards. Contractor's employees are not permitted inside school buildings when the nature of the Contract is for outside work.

13.0 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.

14.0 INDEMNIFICATION

- 14.1 To the fullest extent permitted by law, the Contractor (Indemnitor) shall indemnify, defend and hold HCPS (the Indemnitee) and its employees, agents, officials or volunteers harmless from and against any and all claims, losses, damages, expenses, causes of action and liabilities including without limitations, attorney's fees arising out of or related to the Indemnitor's occupancy or use of the Indemnitee's premises or operations incidental thereto, provided that any such claim, loss, damage, expense, cause of action or liability is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from. Indemnitor expressly indemnifies indemnitee for the consequences of any negligent act or omission of the Indemnitor or any of the Indemnitor's employees, agents, officials or volunteers or anyone for whose acts the Indemnitor may be liable, unless such act or omission constitutes gross negligence or willful misconduct.
- 14.2 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.

15.0 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.

16.0 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]

17.0 ILLEGAL IMMIGRANT LABOR

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

18.0 EMPLOYMENT OF CHILD SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS

18.1 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.

18.2 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.

18.2.1 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;

18.2.2 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

18.2.3 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.

- 18.3 Direct, unsupervised, and uncontrolled access to students is prohibited for any person convicted of any crime identified under Section 21.2. 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.
- 18.4 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.

19.0 CRIMINAL BACKGROUND 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.

20.0 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.

21.0 LABOR AND RATES OF PAY

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

22.0 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.

23.0 CONTRACT

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

24.0 TAXES

24.1 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.

24.2 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.

25.0 BILLING AND PAYMENT

25.1 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.

25.2 Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments may be paid if partial shipments have been made and received.

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

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

26.0 GOVERNING LAW AND DISPUTE RESOLUTION

26.1 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.

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

27.0 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.

28.0 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

29. FORCE MAJEURE

- 29.1 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.
- 29.2 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.
- 29.3 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
Architect/Engineer**

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:

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

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

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

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

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

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

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

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

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

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

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

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

- 2.2 If any liability insurance purchased by the Vendor has been issued on a "claims made" basis, the Vendor must comply with the following additional conditions:

- i. The Vendor shall agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment by the Board under this Contract. Such certificates shall evidence a retroactive date no later than the inception date of this Contract; or
- ii. The Vendor shall purchase an extended (minimum two years) reporting period endorsement for each such "claims made" policy in force as of the expiration

or termination date of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the inception date of this Contract.

3. **Vendor's Property Insurance**

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

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

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

4. **Indemnification**

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

5. **Waiver of Subrogation**

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

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

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

income) suffered during the Vendor's provision of goods or services as an independent contractor for the Board. Such waiver shall apply regardless of the cause of original of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, agents and employees. The Vendor shall advise its insurers of the foregoing.

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

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

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

BID SPECIFICATIONS

BID #26-JHP-006

**Commissioning Services for New Combination
Harford Academy and Elementary School**

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 provide commissioning services to perform all work necessary for the following school:

Harford Academy and Elementary School
301 North Fountain Green Road
Bel Air, MD 21015

- 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 purpose of this solicitation is to award a contract to a qualified, professional, independent contractor to provide commissioning services for each project.
- 1.4 The contract resulting from this solicitation will be coordinated through the Planning and Construction Department.

2. BACKGROUND INFORMATION

- 2.1 Project site is located at MD543 and Eva Mar Boulevard.
- 2.2 The project involves the construction of a new two-story Public Day School and combined Elementary School, encompassing approximately 218,158 square feet of gross building area.
- 2.3 Construction is anticipated to begin in March 2026, with occupancy expected in August 2028.
- 2.4 The project will pursue LEED Silver Certification as an alternate path to the State of Maryland High Performance Building Guidelines.

3. SCOPE OF WORK

- 3.1 This solicitation and the Specifications that follow are being offered to qualify and select commissioning services to perform all work necessary for the new combination Harford Academy and Elementary School. 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.
- 3.2 All work shall be approved by HCPS Planning and Construction Department. HCPS reserves the right of final approval for any work at the time of job completion. If the work is not acceptable, the Awarded Bidder will be called in to review and correct all problem areas without additional cost to HCPS. Any work necessary will be performed in accordance with a schedule jointly agreed upon.

Failure of the Awarded Bidder to correct deficiencies, in a timely manner, may result in HCPS contracting with another vendor to correct deficiencies. The Awarded Bidder may then be responsible for the associated cost(s).

3.3 Design Phase

3.3.1 Systems anticipated to be commissioned on this project includes, but is not limited to:

- 3.3.1.1 Water Heaters
- 3.3.1.2 Boilers
- 3.3.1.3 Air Handling Units
- 3.3.1.4 Air Cooled Condensing Units
- 3.3.1.5 Air cooled Chillers
- 3.3.1.6 Pumps
- 3.3.1.7 Heat Exchanger
- 3.3.1.8 Air Separators
- 3.3.1.9 Air Devices
- 3.3.1.10 Ductless Split Systems
- 3.3.1.11 Fans
- 3.3.1.12 Unit Heaters
- 3.3.1.13 Lighting
- 3.3.1.14 Emergency Generator
- 3.3.1.15 Building Envelope

- 3.3.2 Prepare a Design Phase Commissioning Plan and conduct a Commissioning Kick-off meeting to be attended by the design team and the Owner. This meeting can be integrated into a regularly scheduled design meeting. This project will pursue LEED Silver Certification.
- 3.3.3 Meet with Harford County Public Schools (HCPS) and O&M staff responsible for the school to discuss any issues with respect to the equipment being designed (systems to be commissioned).
- 3.3.4 Develop a limited Owner's Project Requirements (OPR) document based on discussions with HCPS. Include, at a minimum, information regarding training requirements, operations and maintenance practices, space temperature set points, and schedule zones and times. Also, incorporate information from the meeting with HCPS and Operations and Maintenance (O&M) staff that may be relevant to the design team. Distribute the OPR document to the design team.
- 3.3.5 Meet with the design team regarding the building envelope to develop required tests, requirements, and systems for inclusion in the specifications and trade scope documents.
- 3.3.6 Attend selected design team meetings. (Minimum 4 meetings).
- 3.3.7 Prepare a commissioning specification and provide it to the Architect/Engineer of Record prior to completion of the 65% Construction Documents (CDs). The specification may be one section, incorporated into Division 01 that details the responsibilities of all contractors, or separate sections, in addition to the Div 01 specification, that provides commissioning details as they relate to the trades. Divisions may include, but are not limited to Division 3, Division 4, Division 6, Division 7, Division 8, Division 23, and Division 26.
- 3.3.8 Provide a review of the Design Development drawing package and provide comments that are appropriate to a design at that phase.

- 3.3.9 Provide a complete review of the CDs at the 95% (permit set) phase and provide all comments to the Owner and Architect for a review by the Engineer of Record and incorporation into the bid documents.

3.4 **Construction Phase**

- 3.4.1 Prepare and distribute a Construction Phase Commissioning Plan including the roles and responsibilities for the commissioning process, the systems to be commissioned, a detailed list of equipment, a description of all commissioning process activities, and a milestone schedule for major commissioning activities.
- 3.4.2 Review the project plans and specifications as they relate to commissioning and provide comments to the Owner, Design Team and Construction Manager (CM).
- 3.4.3 Prepare and distribute the Level 3 Pre-Functional Performance Test (Pre-FPT) checklists. The installing contractors are expected to complete the installation checklists. Installing contractor will submit Level 3 completed forms to the CxA for review.
- 3.4.4 Prepare and distribute the Level 4 and Level 5 Functional Performance Test (FPT) plans. The Commissioning Authority will direct the FPT's, the contractors shall execute the tests.
- 3.4.5 Conduct a Construction Phase Commissioning kick-off meeting to be attended by the entire commissioning team – the Owner's project manager and O&M personnel, and representatives from the construction manager, mechanical contractor, electrical contractor, Test and Balance contractor (TAB), and controls contractor. The meeting is intended as a review of the Commissioning Plan. Prepare and distribute minutes from the meeting.
- 3.4.6 Work with the CM to integrate the commissioning activities into the overall project schedule. The attached flow diagram (Attachment #2) is a model of how the commissioning activities might proceed as the project nears completion.
- 3.4.7 Review the equipment submittals pertaining to the systems to be commissioned and provide comments.
- 3.4.8 Assist the Contractor in preparing start-up and training plans.
- 3.4.9 Review the final start-up training plan submitted by the Contractor. The Owner is to review and approve the plan.
- 3.4.10 Review and comment on the Test and Balance work plan. TAB verification is required and will be a minimum of 10% of systems installed.
- 3.4.11 Review and comment on the preliminary Test and Balance report (pencil copy) prior to Performance Verification testing.
- 3.4.12 Review and comment on the final Test and Balance report.
- 3.4.13 Review and comment on the Contractor's plan for flushing and filling the HVAC piping.
- 3.4.14 Review the HVAC system flush test report or certification.
- 3.4.15 Witness the start of duct leak testing prior to connections being made to terminal units. Review the equipment used, calibration certification of the instruments, calibration chart for the flow orifice, data sheets to be completed by the TAB Contractor, and the method of drawing mark-ups and numbering that the TAB Contractor will use to identify test sections. Ensure the TAB Contractor has reviewed the specified duct leak limits and method of test

(SMACNA leakage by area vs. leak percentage). Ensure electronic manometers are used if low leakage measurements are required.

- 3.4.16 Review the final duct leak test results.
- 3.4.17 Witness major equipment start-up (i.e. chillers, boilers, DX equipment, VFD's). Review the start-up sheets when the start-ups have been completed. Ensure there are no open repair items remaining and all start-up work is complete.
- 3.4.18 Review and field-audit the completed Level 3 Pre-Functional Test forms provided by the Contractors.
- 3.4.19 Direct the Functional Performance Testing (FPT). The Mechanical Contractor and Controls Contractor shall execute and be present for all testing. See the note below regarding sampling of equipment for PV testing.
- 3.4.20 Review the training schedule, agenda, materials, and course instructor credentials.
- 3.4.21 Verify training of the O&M staff and building occupants has been performed per the Owner's requirements and the contract documents.
- 3.4.22 Review and comment on the Operations and Maintenance manual.
- 3.4.23 Attend periodic project progress meetings.
- 3.4.24 Conduct site visits and walk-throughs frequently, and in accordance with the project construction schedule. Any issues identified during site visits shall be reviewed with the installing contractors and construction manager, if available, prior to leaving the site.
- 3.4.25 Conduct commissioning meetings as required. Commissioning meetings shall be held a minimum of every two (2) weeks from approximately one (1) month before the first start-up until the Performance Verification testing begins. Prepare and distribute minutes of the commissioning meeting within three (3) working days following each meeting.
- 3.4.26 Review and provide comments on any RFI, CCR or ASI affecting the systems to be commissioned.
- 3.4.27 Maintain a web-based list of commissioning items. All contractors are required to use the website to update any items on which they are identified as the responsible party. Updates must be timely to prevent delays in completing commissioning. The Prime Contractor shall determine who will provide the updates from among their subcontractors. Once delegated, these updates will be uploaded to the Construction Manager's project management software.
- 3.4.28 Execute limited Functional Performance Testing (FPT) of HVAC equipment during the season opposite that which the PV testing was originally performed. All testing is to be completed within the warranty period.
- 3.4.29 Provide a final Commissioning Report to include a summary for each system to be commissioned. Highlight any obstacles to completing commissioning, issues which affect system performance, and any open commissioning items. The report shall also include the commissioning plan, a list of all commissioning items and contractor updates, completed Pre-FPT check sheets and FPT test plans, commissioning meeting minutes, commissioning field reports, equipment start-up sheets, and training sign-in sheets.
- 3.4.30 Develop and maintain a commissioning and start-up 'open items' log throughout the commissioning process. Report all issues and deficiencies as they occur directly to the

client team and other directed stakeholders. Provide directly to the client team and GC/GM written progress reports and test results with recommended actions.

3.4.31 Complete commissioning related credits in LEED Online and upload all required documentation.

3.4.32 Notes

3.4.32.1 No sampling of equipment for Functional Performance Testing shall occur. All HVAC equipment within the project boundary shall be tested. 100% sampling of all terminal devices is required.

3.4.32.2 An FPT failure shall be corrected within a time period specified by the Own and CM. One retest of the failed equipment shall be included within the Scope of Work of the CxA. The cost of additional retest of equipment that has failed commissioning testing twice or more shall be deducted by the Owner from the Prime Contractor's Applications for Payment.

3.5 Post-Construction Phase

3.5.1 Near-warranty review: Return to the site at ten (10) months into the 12-month warranty period and review with the Facility Staff the current building operation and the condition of outstanding issues related to the original and seasonal commissioning. Also, interview the Facility Staff and identify problems or concerns they have with operating the building as originally intended. Make suggestions for improvements and for recording these changes in the O&M manuals. Identify areas that may come under warranty or under the original construction contract. Assist client in developing reports and documents and requests for services to remedy outstanding problems.

3.5.2 CxA is responsible for coordinating the 10-month near-warranty review with the client.

3.6 Enhanced Commissioning

3.6.1 Provide scope and pricing for the following, as it relates to achieving LEED Credits and their requirements.

3.6.1.1 EA credit – Enhanced Commissioning: Option 1, Path 1.

Complete the following commissioning process (CxP) activities for mechanical, electrical, plumbing, and renewable energy systems and assemblies in accordance with ASHRAE Guideline 0-2005 and ASHRAE Guideline 1.1-2007 for HVAC&R systems, as they relate to energy, water, indoor environmental quality, and durability:

- Review contractor submittals
- Verify inclusion of systems manual requirements in construction documents
- Verify inclusion of operator and occupant training requirements in construction documents
- Develop a training plan and/or schedule for operator and occupant training, including planned participants and training scope
- Verify systems manual updates and delivery
- Verify operator and occupant training delivery and effectiveness
- Verify seasonal testing
- Review building operations ten (10) months after substantial completion
- Develop an ongoing commissioning plan
- Include all enhanced commissioning tasks in the OPR and BOD

3.6.1.2 EA credit – Enhanced Commissioning: Option 1, Path 2, Monitoring-Based Commissioning.

Develop monitoring-based procedures and identify points to be measured and evaluated to assess performance of energy and water consuming systems. Include the procedures and measurement points in the commissioning plan, and address the following:

- Roles and responsibilities
- Measurement requirements; meters, points, metering systems, data access, etc.
- Points to be tracked, with frequency and duration for trend monitoring
- Limits of acceptable values for tracked points and meter values (where appropriate, predictive algorithms may be utilized to compare ideal values with actual values)
- Elements used to evaluate performance, including but not limited to; conflict between systems, out of sequence operation of system components, and energy water usage profiles
- Develop an action plan for identification and correction of operational errors and deficiencies
- Develop training to prevent errors
- Provide planning for repairs needed to maintain performance
- Develop frequency of analyses in the first year of occupancy, quarterly at minimum
- Update systems manual with any modifications or new settings, and provide reasoning for modifications from original design

3.6.1.3 EA credit – Enhanced Commissioning: Option 2, Envelope Commissioning.

Complete the following commissioning process (CxP) activities for the building's thermal envelope in accordance with ASHRAE Guideline 0-2005 and the National Institute of Building Sciences (NIBS) Guideline 3-2012, Exterior Enclosure Technical Requirements for the Commissioning Process, as they relate to energy, water, indoor environmental quality, and durability. Complete air and water barrier testing in accordance with the below:

- Provide a matrix of envelope tests to satisfy the above criteria
- Perform envelope testing or witness testing if contracted under a different party
- Review contractor submittals
- Verify inclusion of systems manual requirements in construction documents
- Verify inclusion of operator and occupant training requirements in construction documents
- Verify that testing procedures are included in the contract documents under the correct division as coordinated with the Architect
- Verify third party testing at a minimum of six (6) locations and mock-up for windows
- Coordinate with the Architect to identify systems and locations on plans for testing
- Verify systems manual updates and delivery
- Verify operator and occupancy training delivery and effectiveness
- Verify seasonal testing
- Review building operations ten (10) months after substantial completion
- Develop an ongoing commissioning plan

3.7 Refer to Attachment #1 for the Commissioning Tasks Responsibilities.

3.8 Refer to Attachment #2 for the Flow Diagram.

4. **SPECIFIC CONDITIONS**

- 4.1 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.
- 4.2 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.
- 4.3 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.
- 4.4 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.
- 4.5 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.
- 4.6 Bidders providing incomplete or inaccurate information to HCPS are subject to immediate termination of the contract or rejection of their bid as non-responsive.
- 4.7 Bidders are solely responsible for their expenses, if any, in preparing a response to this Invitation for Bid.

5. **FORM OF PROPOSAL**

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

6. **AWARD**

- 6.1 Harford County Public Schools intends to award to the lowest responsive and responsible bidder meeting the specifications. The Contract will be awarded in its entirety to one (1) offeror for all services requested.
- 6.2 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.

- 6.3 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.
- 6.4 Conditional or unbalanced bids will not be accepted and may be deemed non-responsive.
- 6.5 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.
- 6.6 Submission of a bid, in response to this solicitation, shall mean that the Bidder can complete all work "as specified" within the specified time frame.
- 6.7 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.
- 6.8 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.
- 6.9 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.
- 6.10 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.

7. **TERM OF CONTRACT**

- 7.1 The expectation is to have the Commissioning Agent be a part of the design team through the completion of the project.
- 7.2 The term of the Contract shall be according to the project's timeline and continue until project is complete.
- 7.3 Refer to the Background Information to obtain the estimated timeline.

8. **BILLING AND PAYMENT**

- 8.1 Harford County Public Schools will issue a Purchase Order for work to be completed listed on the Bid Form.
- 8.2 Invoices must be submitted to the Accounts Payable Department via email to APInvoice@hcps.org, referencing the Purchase Order number.
- 8.3 A copy of all invoices are to be sent to the Planning and Construction Department, Attention: Assistant Supervisor of Planning and Construction, 102 S. Hickory Avenue, Bel Air, MD 21014, referencing the Purchase Order number.
- 8.4 Progress payments will be made throughout the project.
- 8.5 Invoices must be legibly prepared showing the full description of all work performed.
- 8.6 Standard HCPS payment terms are net thirty (30) days, after receipt of an approved invoice.

9. **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.**

10. **SUBCONTRACTORS**

10.1 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.

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

11. **QUALIFICATION OF BIDDER**

11.1 The commissioning firm must have at least five (5) years' experience in providing commissioning services for commercial buildings. 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.

11.2 The Commissioning Authority (CxA) responsible for oversight of the commissioning process must be a registered Professional Engineer (P.E.) in the State of Maryland **and** hold a CxA certification from the AABC Commissioning Group, NEBB (BSC certification), TABB (Commissioning Supervisor certification), CCP (Certified Commissioning Professional) certificate issued by BCA (Building Commissioning Association), CBCP (Certified Building Commissioning Professional) certificate issued by AEE (Association of Energy Engineers) or CPMP (Commissioning Process Management Professional) certificate issued by ASHRAE. All bidders shall include copies of any and all appropriate licenses and/or certifications necessary to perform this work before work may commence. Failure to submit the documentation shall deem bidder as non-responsive.

11.3 All bidders must be registered and considered in "Good Standing" with the State Department of Assessment and Taxation (SDAT) (all fees, taxes, and penalties owed to Maryland are paid). Any respondent not considered in "Good Standing" may be deemed non-responsive. 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.)

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

11.5 Bidders shall furnish to HCPS any requested information and data/documentation. HCPS reserves the right to reject any bid if the information or documentation submitted by the bidder or investigation of such bidder fails to satisfy HCPS that such bidder is properly qualified to carry out the obligations of the Contract and to complete all requirements contemplated therein.

- 11.6 Bidders shall complete and return with their bid the "Reference Form" included in this solicitation (see Bid Form – Reference Form). Bidders shall have a minimum of three (3) references completed from clients of similar size and needs, within the past three (3) years. Business Name, contact name, type of work performed, e-mail addresses and phone numbers are required. Failure to submit relevant references may deem bidder as non-responsible.
- 11.6.1 The Commissioning Firm must have provided services for at least two (2) educational facilities of similar size and scope.
- 11.6.2 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.
- 11.6.3 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.

12. **PROCUREMENT ADMINISTRATOR**

Jennifer Horner, CPPB, Procurement Agent, will administer the solicitation process. The Procurement Administrator will be the sole point of contact for 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 27, 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 28, 2025** at www.hcps.org as well as eMaryland Marketplace Advantage.

Bid #26-JHP-006
Commissioning Services for New Combination
Harford Academy and Elementary School

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

CONTRACT SAMPLE

BID #26-JHP-006
Commissioning Services for New Combination
Harford Academy and Elementary School

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

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

The Contract shall begin according to the project timeline and continue through completion of the New Combination Harford Academy and Elementary School Replacement.

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-006**, 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

Authorized Contractor Signature

Company Name

Contractor Witness

Address

Date

Address

Company Name

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

CHECK LIST

BID #26-JHP-006

**Commissioning Services for New Combination
Harford Academy and Elementary School**

- ☐ Signed and included all Addenda (if applicable)
- ☐ Submitted a sample Certificate of Insurance (Proving coverages and limits as specified in "Insurance Requirements" **or** a letter committing to obtain the required coverages and limits as specified)
- ☐ Submitted required documentation stated in Section 11.2
- ☐ Completed and Submitted Bid Form
- ☐ Completed and Submitted Reference Form
- ☐ Signed and included State of Maryland Anti-Bribery
- ☐ Signed and included Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- ☐ Signed and included Employment of Sex Offenders and Other Criminal Offenders Affidavit

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

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

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____

Bid #26-JHP-006
Commissioning Services for New Combination
Harford Academy and Elementary School

Company Name

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

BID FORM

BID #26-JHP-006

**Commissioning Services for New Combination
Harford Academy and Elementary School**

In compliance with the Invitation for Bid, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish all necessary permits, labor, equipment, materials, supervision, tools, insurance, services and all related incidentals required to provide commissioning services for New Combination Harford Academy and Elementary School, in full compliance with the accompanying specifications in accordance with the price listed below.

DESCRIPTION	AMOUNT
Total Price of Commissioning Services for New Combination Harford Academy and Elementary School as per specifications (including all Enhanced Commissioning)	\$

Number of years of experience in providing commissioning services for commercial buildings (minimum of five (5) years of experience) (Section 11.1)	
Number of Years of experience in providing commissioning services for educational buildings	
Registered Professional Engineer in the State of Maryland (Y/N)?	

ADDITIONAL INFORMATION:

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

Company Name

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

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

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

ANY EXCEPTIONS TO THE SPECIFICATIONS MUST BE CLEARLY INDICATED.

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

COMPANY

NAME (TYPE OR PRINT)

ADDRESS

TITLE

CITY, STATE and ZIP

AUTHORIZED REPRESENTATIVE SIGNATURE

TELEPHONE

DATE

FEDERAL TAX ID NUMBER

E-MAIL ADDRESS

Company Name

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

REFERENCE FORM

BID #26-JHP-006

**Commissioning Services for New Combination
Harford Academy and Elementary School**

List at least three (3) projects/contracts of similar size and scope within the past three (3) years. **The CxA must have provided services for at least two (2) educational facilities of similar size and scope.** 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

Index Task - New Combination Harford Academy and Elementary School

		Commissioning Agent	Owner PM	Owner/User Group	Owner O&M	Architect	MEP Engineer	LEED Consultant/Coordinator	Construction Manager	General Contractor	Mechanical Contractor	BAS Contractor	Test & Balance Contractor	Electrical Contractor	LEED
DESIGN PHASE															
	Administrative														
1	Prepare the Design Phase Commissioning Plan draft	X													
2	Attend selected design meetings	X		X	X			X							X
3	Attend building envelope coordination meetings and design discussions	X		X	X			X							X
4	Prepare a draft Construction Phase Commissioning Plan	X													
5	[M] Maintain & update Exception Records	X	X			X	X	X	X						
	Cx Meetings														
6	Review the Commissioning Process with the Owner (Kick-off Mtg)	X	X	X	X				X						
7	Review the Commissioning Process with the design team (Kick-off)	X				X	X	X	X						X
	Owner's Project Requirements (OPR)														
8	Provide Owner standards or other pre-design documents to the CxA		X		X	X									X
9	Prepare the Owner's Project Requirements (OPR)	X	X		X										X
10	Incorporate Owner standards/pre-design documents into OPR	X													X
11	Distribute the OPR to Cx Team	X													X
12	Review and comment on the OPR					X	X	X	X						X
13	Incorporate design team comments into the OPR	X													X
14	Approve OPR changes		X		X				X						X
	Basis of Design (BOD)														
15	Provide BOD to CxA					X	X								X
16	Review BOD and provide comments	X													X
17	Provide all BOD updates to CxA					X	X								X
	Design Reviews														
18	Provide 100% DD documents to CxA (electronic format)					X	X								
19	Review 100% DD documents and provide comments	X	X	X	X			X	X						
20	Provide 65% CD documents to CxA (electronic format)					X	X								
21	Review 65% CD documents and provide comments	X	X	X	X			X	X						
22	Provide 65% Building envelope design review to CxA (electronic format)					X	X								
23	Review 65% Building envelope design and provide comments	X	X		X			X	X						
24	Prepare and submit commissioning specifications	X													
25	Provide 95% CD documents to CxA (electronic format)					X	X								
26	Review 95% CD documents and provide comments	X	X		X			X	X						
27	Provide 95% Building envelope design review to CxA (electronic format)					X	X								
28	Review 95% Building envelop design and provide comments	X	X		X			X	X						
29	Provide bid documents to the CxA (electronic form - PDF)					X	X								
30	Review bid documents and provide comments	X	X					X	X						

CONSTRUCTION PHASE

Administrative

Index Task - New Combination Harford Academy and Elementary School

		Commissioning Agent	Owner PM	Owner/User Group	Owner O&M	Architect	MEP Engineer	LEED Consultant/Coordinator	Construction Manager	General Contractor	Mechanical Contractor	BAS Contractor	Test & Balance Contractor	Electrical Contractor	LEED
31	Prepare the (Preliminary) Construction Phase Commissioning Plan	X													
32	Integrate construction Phase Cx activities into the project schedule	X	X						X		X	X	X	X	
33	[M] Attend Periodic Progress Meetings	X						X							X
34	[M] Conduct Site Visits/Walk-through and distribute Field Reports	X													
35	[M] Maintain & update Exception Records	X	X		X	X	X	X	X		X	X	X	X	
36	[M] Update the web site with contact info, distribution details, & tasks	X							X						
	Cx Meetings														
37	Conduct/Participate in a pre-construction Cx Process meeting (Kick-off)	X	X			X	X	X	X	X	X	X	X	X	
38	[M] Conduct/Participate in (all) Construction-phase Cx team meetings	X	X			X	X		X		X	X		X	
39	[M] Participate in selected Construction-phase Cx team meetings				X	X	X	X					X		
40	[M] Prepare & distribute Cx meeting minutes	X													
	Review Project Documents														
41	Provide bid documents to the CxA (electronic form - PDF)					X									
42	Provide copies of all bid addenda to the CxA								X						
43	Review bid documents and provide comments	X	X												
44	Provide equipment submittals, comments, & resubmittals to CxA								X						
45	Review and comment on the Equipment Submittals	X													
46	[M] Provide all RFI's, ASI's, and changes to the CxA								X						
47	[M] Review and comment on RFI, CCR, ASI	X													
48	Provide O&M manual to the CxA								X						
49	Review and comment on the O&M Manual	X													
45	Prepare and Submit a Systems Manual	X													X
46	LEED On-line document completion	X													X
	Start-up														
47	Provide the contractors with a draft start-up and training plan	X													
48	Assist in preparation of the Start-up and Training Plans	X													
49	Complete the Start-up and Training Plans and submit for review								X		X	X		X	
50	Notify the CxA of major equipment start-up								X		X	X	X	X	
51	Witness major equipment start-up	X	X	X	X		X		X						
52	Provide start-up reports to the CxA								X		X			X	
53	Review the completed start-up reports	X					X	X							
	Training														
54	Provide training schedule, agendas, and material for review								X		X	X		X	
55	Review training schedule, agenda, materials	X	X		X										
56	Attend selected training sessions	X		X											
57	Provide training sign-in sheets to CxA								X		X	X		X	
58	Verify Training of O&M Staff per OPR and contract documents	X							X						
	Pre-FPT and FPT Testing														
59	Prepare and distribute Pre-FPT Installation Checklists	X													

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		Commissioning Agent	Owner PM	Owner/User Group	Owner O&M	Architect	MEP Engineer	LEED Consultant/Coordinator	Construction Manager	General Contractor	Mechanical Contractor	BAS Contractor	Test & Balance Contractor	Electrical Contractor	LEED
60	Execute the Pre-FPT Installation Checklists according to the start-up plan								X		X	X		X	
61	Provide the completed Pre-FPT Installation Checklists to the CxA								X						
62	Review and field-verify the Pre-FPT Installation Checklists	X													
63	Prepare and distribute FPT Plans	X													
64	Direct/Participate in theFPT's	X	X		X	X	X		X						
65	Execute the FPT's										X	X		X	
	HVAC														
	Test and Balance														
66	Provide the TAB Plan to the CxA								X		X		X		
67	Meet on-site to review and comment on the TAB plan	X							X		X		X		
68	Provide the TAB Report to the CxA								X		X		X		
69	Review and comment on the TAB Report	X					X								
	Duct Leak Testing														
70	Notify the CxA of Duct Leak Tests								X		X				
71	Witness duct leak test(s)	X													
72	Provide duct leak test results to CxA								X		X				
73	Review the duct leak test results	X					X						X		
	Water-side Systems - Flush/Fill & Water Treatment														
74	Provide the Water Treatment Plan to the CxA								X		X				
75	Review and comment on the Water Treatment Plan	X					X								
76	Provide the Flush/Fill Plan to the CxA								X		X				
77	Review and comment on the Flush/Fill Plan	X					X								
78	Provide the HW/CHW Flush Test Report to the CxA								X		X				
79	Review the HW/CHW System Flush Test Report	X					X								
80	Provide water chemistry report to CxA								X		X				
81	Review the water chemistry report	X					X								

OCCUPANCY & OPERATION PHASE

82	Execute/Participate in Seasonal PV Testing	X	X		X						X	X			
83	Complete the Cx Report	X													

ENHANCED COMMISSIONING: Option 1, Path 1

84	Review contractor submittals														
85	Verify inclusion of systems manual requirements in construction documents														
86	Verify inclusion of operator & operation training requirements in construction documents														
87	Develop training plan/schedule for operator & occupant training														
88	Verify systems manual updates and delivery														
89	Verify operator & occupancy training delivery and effectiveness														
90	Verify seasonal testing														

Index	Task - New Combination Harford Academy and Elementary School	Commissioning Agent	Owner PM	Owner/User Group	Owner O&M	Architect	MEP Engineer	LEED Consultant/Coordinator	Construction Manager	General Contractor	Mechanical Contractor	BAS Contractor	Test & Balance Contractor	Electrical Contractor	LEED
91	Review building operations 10 months after substantial completion														
92	Develop ongoing commissioning plan														
93	All enhanced commissioning tasks in the OPR and BOD														

ENHANCED COMMISSIONING: Option 1, Path 2

94	Develop monitoring based procedures & identify points to assess energy system performance														
95	Develop monitoring based procedures & identify points to assess water consuming system performance														
96	Include procedures and measurement points in the commissioning plan to address the following:														
97	Roles and Responsibilities														
98	Measurement Requirements (meters, points, metering systems, data access)														
99	Points to be tracked, frequency and duration for trend monitoring														
100	Acceptable value limits of tracked points and metered values (where appropriate, predictive algorithms may be used to compare ideal values with actual values)														
101	Elements used to evaluate performance, including conflict between systems, out-of sequence operation of systems components, and energy and water usage profiles														
102	An action plan for identifying and correction of operational errors and deficiencies														
104	Training to prevent errors														
105	Planning for repairs needed to maintain performance														
106	The frequency of analyses in the first year of occupancy (at least quarterly)														
107	Update the systems manual with any modifications or new settings, and give the reason for any modifications from the original design														

ENHANCED COMMISSIONING: Option 2

108	Complete the following commissioning process (CxP) activities for the building's thermal envelope in accordance with ASHRAE Guideline 0-2005 and the National Institute for Building Sciences (NIBS) Guideline 3-2012, Exterior Enclosure Technical Requirements for the Commissioning Process, as they relate to energy, water, indoor environmental quality, and durability. Complete Air and water barrier testing in accordance with these standards.														
109	Provide a matrix of envelope tests to satisfy the above standard														
110	Perform envelope tests or witness testing if contracted under a different party														
111	Review contractor submittals														
112	Verify inclusion of systems manual requirements in construction documents														
113	Verify inclusion of operator and occupant training requirements in construction documents														
114	Verify systems manual updates and delivery														
115	Verify operator and occupant training delivery and effectiveness														
116	Verify seasonal testing														
117	Review building operations 10 months after substantial completion														
118	Develop an on-going commissioning plan														

Commissioning Agent
Owner PM
Owner/User Group
Owner O&M
Architect
MEP Engineer
LEED Consultant/Coordinator
Construction Manager
General Contractor
Mechanical Contractor
BAS Contractor
Test & Balance Contractor
Electrical Contractor
LEED

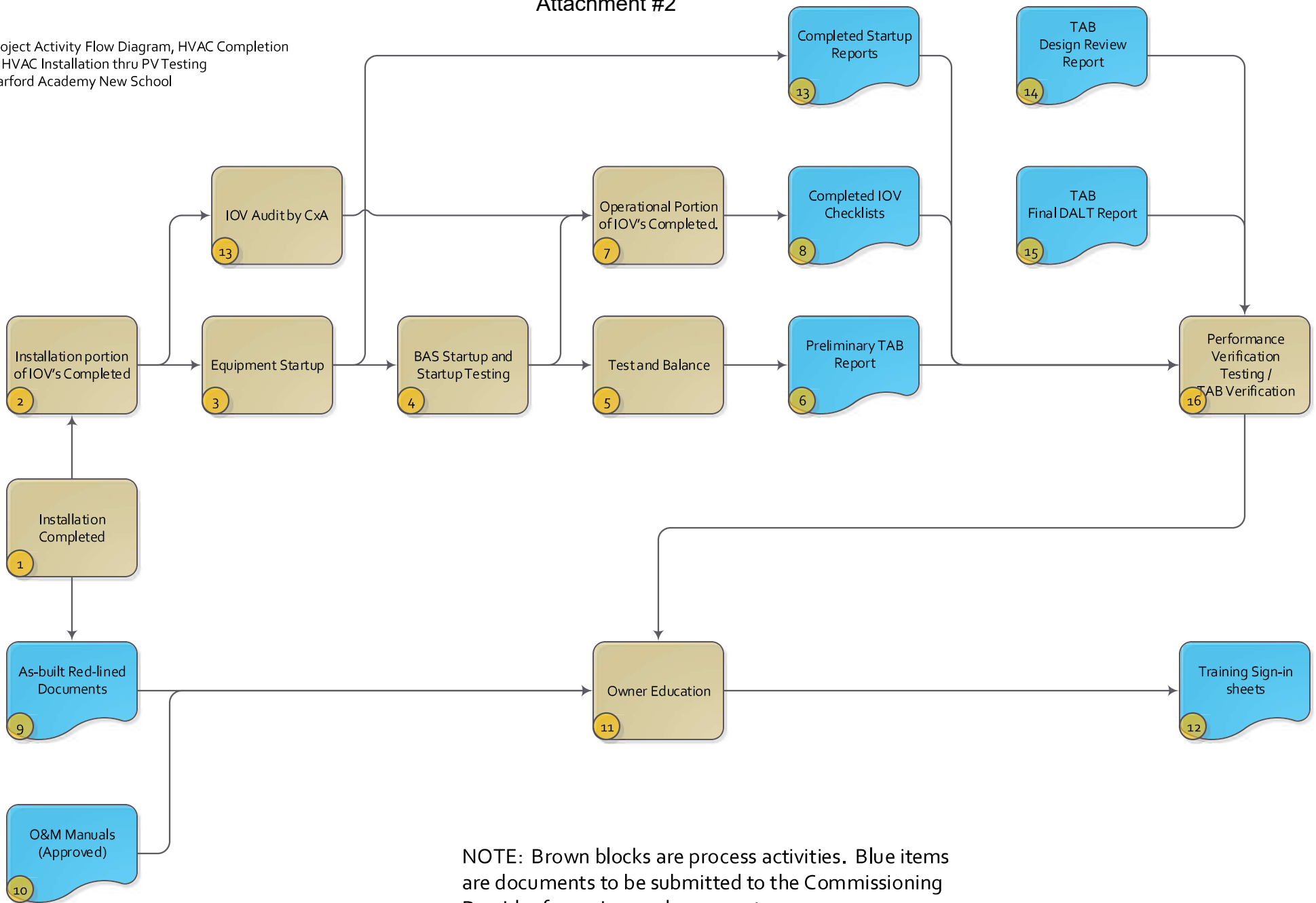
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Notes:

- 1) The designation '[M]' prior to a task indicates it is a maintenance activity or one that may be repeated an indeterminate number of times as the project requires.
- 2) An 'X' in the 'LEED' column indicates this activity is uniquely associated with LEED requirements and should not be included in the commissioning process if LEED certification is not being pursued.

Attachment #2

Project Activity Flow Diagram, HVAC Completion
of HVAC Installation thru PV Testing
Harford Academy New School



NOTE: Brown blocks are process activities. Blue items are documents to be submitted to the Commissioning Provider for review and comment.

Acronym List:

- 1) IOV = Installation / Operation Verification Checklist.
- 2) PV = Performance Verification.
- 3) DALT = Duct Air Leak Test.
- 4) O&M = Operation and Maintenance.
- 5) TAB = Test and Balance.
- 6) BAS = Building Automation System.