



CECIL COUNTY PUBLIC SCHOOLS

DEPARTMENT OF BUSINESS SERVICES

GEORGE WASHINGTON CARVER EDUCATION LEADERSHIP CENTER
201 BOOTH STREET • ELKTON, MD 21921

phone: 410.996.5429 • fax: 410.996.1081 • www.ccps.org

Jeffrey A Lawson, Ed.D
Superintendent of Schools

William H. Malesh
President, Board of Education

NOTICE TO BIDDERS

The Board of Education of Cecil County Public Schools is seeking sealed bids for the following until the time and date indicated.

CCPS Bid #21-10 – Bohemia Manor High School Packaged Heat Pump Replacement Project

**June 11, 2021
3:00 PM (ET) Local Time**

Sealed bids for all labor, materials, equipment, transportation and services necessary for the **Bohemia Manor High School Package Heat Pump Replacement Project** must be received in the Purchasing Department, Cecil County Public Schools until **Friday, June 11, 2021, 3:00 PM (ET), Local Time**, at which time they will be publicly opened and read aloud. All bids must be submitted in a sealed envelope addressed to the Cecil County Public Schools, Attention: Purchasing Department, 201 Booth Street, Elkton, Maryland 21921-5684. The envelope must be identified on its face with the name of the person, firm or corporation making the bid and plainly marked **“Bohemia Manor High School Package Heat Pump Replacement Project - Due June 11, 2021, – 3:00 PM (ET), Local Time”**. The Cecil County Public Schools will not be responsible for the premature opening of a proposal not properly addressed and identified. Should the **Central Office** close due to an unexpected circumstance, the bid opening will be on the next scheduled business day for CCPS Offices, **Monday, June 14, 2021, 3:00 PM (ET), Local Time**. Please check the CCPS website; www.ccps.org, for details on closings and up-to-date schedule.

Scope of Work:

Provide labor and materials to remove and replace existing heat-pump units in two 24' x 36' portable classrooms

Note: Existing portable classrooms have two 1-1/2 ton heat-pump units. One will be removed and be replaced with a single three ton unit and one will remain and be disconnected from electrical source.

Certified Minority Business Enterprises are encouraged to respond to this solicitation notice.

An optional pre-bid meeting will be held on **Wednesday, June 2, 2021 at 10:00 AM (ET), Local Time, at the Chesapeake City Elementary School located at 214 3rd St, Chesapeake City, MD 21915**. Please notify Kay Porter in the Purchasing Department at 410-996-5429 if you plan on attending the pre-bid meeting. Failure to attend this meeting will under no circumstances be accepted as an excuse for an alleged misunderstanding of the scope of work and bid requirements.

Contractors proposing to bid may view and obtain entire bid documents beginning **Tuesday, May 25, 2021, on the CCPS Bids & Proposals page at <https://www.ccps.org/Page/458>** .

Questions regarding this bid may be sent and received by e-mail only by Noon, June 8, 2021, to Kay Porter, Purchasing Specialist, Purchasing Department, Cecil County Public Schools at procurement@ccps.org. An acknowledgement of receipt of the e-mail request will be sent by return e-mail to the sender.

Board of Education of Cecil County
Jeffrey A. Lawson, Ed.D.
Superintendent of Schools

**END OF SECTION
ADVERTISEMENT FOR BIDS**

**Board of Education of Cecil County
(also known as) Cecil County Public Schools
Purchasing Department
201 Booth Street, Elkton, Maryland 21921**

CCPS Bid #21-10 – Bohemia Manor High School Packaged Heat Pump Replacement Project

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The Cecil County Public Schools prohibits discrimination in its educational programs, activities, and employment on the basis of actual or perceived race, color, religion, national origin, sex, age, marital status, sexual orientation, genetic information, gender identity, or disability. Further information can be found in Policy AC on BoardDocs <http://www.boarddocs.com/mabe/cecil/Board.nsf/Public>

INSTRUCTIONS TO BIDDERS/PROPOSERS

Definition of Terms

- Owner - The Cecil County Board of Education, also known as Cecil County Public Schools (CCPS) or its designated representative.
- Contractor - The successful proposer to whom this contract is awarded.
- Contract - It is the intent of the Owner that should this offer be accepted and awarded, the General Conditions, Specific Conditions, forms indicated as required to be submitted with the Proposal, and the Purchase Order, will become the Contract.
- Addenda are written or graphic instruments issued prior to execution of the Contract, which modify or interpret the proposal documents, including drawings and specifications, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the Contract is executed.

Addenda: If clarification or questions arise about instructions, terms, conditions, specifications or other verbiage, a request must be made in writing to the Purchasing Department of the Cecil County Public Schools not later than five (5) working days prior to the time and date set for the Bid opening. Inquiries must be sent to procurement@ccps.org. If necessary, the CCPS will respond to requests in the form of an addendum posted for all potential proposers.

Access to Technical and Pricing: It is impractical to furnish a list of proposals received from other proposers during the solicitation process. It is inappropriate to provide prospective proposers with proposers' pricing from previous solicitations or contracts. Proposal submissions and pricing will be noted in the Bid Tab posted onto the CCPS website, in Board of Education section, BoardDocs, after the award of Proposal/Contract by the Cecil County Board of Education.

Bidders/Offerors should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by CCPS under the Maryland Public Information Act, Section 10-611 et seq. of the State Government Article of the Annotated Code of Maryland. Blanket requests for the entire proposal to be held confidential will not be considered.

CCPS will determine, in its sole discretion, which (if any) portions of the Proposer's submittals is confidential. It is the responsibility of the Proposer to clearly mark such information (pages) as "Confidential". Failure to clearly identify confidential, proprietary or trade secret information will be an indication to CCPS that the entire bid/proposal is available for public disclosure.

The Maryland Public Information Act (MPIA) is used to request information from public agencies before and after a solicitation process. CCPS will not share pricing or other information during a solicitation that may give any bidder(s)/proposer(s) an unfair advantage or disadvantage.

Alternate Offers: The Owner reserves the right to evaluate the quality of items offered as alternate or equivalent, and further reserves the right to reject any or all items judged not equivalent as determined by CCPS.

Anti-Bribery: All proposed submissions must include a completed, signed, notarized "Anti-Bribery Form." Signing the form certifies full compliance with Maryland State Procurement Article 21, Section 3-405.

Calendar Days: Where the solicitation requires the bid/proposal to state a number of days, or to submit a milestone chart, the days used must be calendar days unless otherwise specified.

Corrections: All prices and notations must be in ink or typewritten. No erasures are permitted. Errors may be crossed out and corrections printed in ink or typewritten next to the crossed out error. Any correction must be initialed in ink by the person making the correction. All initials will be explained in the margin or some other visible and appropriate place on the same page as the correction. The explanation need only be the full name of the person having initialed the correction and must be printed in ink or typewritten.

Debarment Disclosure: If a bidder has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, the bidder must disclose that information in its bid. All bid submissions must include a completed copy of the “Debarment” form included in the bid packet. Failure to complete and submit the “Debarment” form may cause the bid to be rejected as non-responsive.

Delivery of ITB/RFP Submission:

- Time: Offers received after the time and date stated on the Invitation to Bid (ITB) or Request for Proposals (RFP) will be retained, unopened, in the Purchasing Office. Postmarks or dating of documents will be given no consideration in the case of late bids/proposals. A bid/proposal will be considered received when it is delivered to the Purchasing Office.
- Method: Bids delivered in Federal Express, UPS, or any other such deliverer’s envelope must be sealed in a separate envelope inside the deliverer’s packaging. Failure to do this may cause the bid to be inadvertently opened. CCPS is not responsible for failure of any courier to meet the due date and time for the submittal delivery requirement.

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

Duty to Examine: It is the responsibility of each bidder to examine the entire solicitation, seek clarification in writing, and check its bid for accuracy and determine if an addendum has been issued before submitting the bid. Lack of care in preparing a bid must not be grounds for withdrawing the bid after the proposed due date and time, nor must it give rise to any contract claim. Bidders/Proposers must acquaint themselves with the delivery site(s), and with any problems attached thereto.

e-Maryland Marketplace Advantage All bidders/proposers must be registered with the new e-Maryland Marketplace Advantage website to receive an award of a bid/proposal. No award will be made to a vendor who is not registered with the new e-Maryland Marketplace Advantage. Go to procurement.maryland.gov for more information.

Exceptions to Terms and Conditions: A bid/proposal that takes exception to a material requirement of any part of the solicitation, including a material term and condition, may be considered a non-responsive bid/offer.

Facsimile or Telegraphic Offers: All bids/proposals must be delivered in a sealed envelope with originals signed by an officer capable of committing the offeror to contractual relationships. Faxed or e-mailed bids are not acceptable and must be rejected.

Governing Law and Dispute Resolution: Any contract resulting from this solicitation is subject to and will be construed and interpreted under the laws of the State of Maryland.

Informalities: Any informality must be defined as a requirement of the specifications that is needed for informational purposes only and failure on the part of a bidder/proposer to provide it would have no impact on the outcome of the bid. In such cases, the bidder/proposer failing to supply the information may be given a specified period of time to comply. If the bidder/proposer fails to comply in that time period, the bid/offer will be rejected as non-responsive. No award will be made unless all required information is received by the Owner.

Insurance Requirements: If insurance has been indicated as being a requirement of the bid/proposal, the Contractor must not commence work until it has been obtained, at their own expense, all of the insurance as required in the “Insurance Requirements” section and such insurance has been approved by the Owner; nor must the Contractor allow any subcontractor to commence work on subcontract until all similar insurance required of the subcontractor has been so obtained and approved by the Contractor.

Minority Business Enterprises: Minority Business Enterprises are encouraged to participate in this solicitation. If Bidder/Proposer has a plan for Utilization of Minority Businesses, please provide information with bid/offer submittal.

Non-collusion: All proposed submissions must include a completed “Non-Collusion Affidavit.” By signing the “Offer and Acceptance Form” the offeror understands that, in accordance with the Annotated Code of Maryland Finance and Procurement Article 11-205; a person who, for the purpose of defrauding the Board, acts in collusion with another person in connection with the procurement process is liable for damages.

Offer and Acceptance Form: By signing the “Offer and Acceptance Form” or other official contract form, the bidder/proposer certifies that the price is offered without prior understanding, agreement, or connection with any corporation, firm, or person submitting a price for the same products/services. The bidder/proposer certifies that he/she understands that collusive proposing is a violation of federal/state law.

Offer Acceptance Period: Bids/Offer are irrevocable offer for Ninety (90 days) after the bid opening time and date.

Original Signature: The “Offer and Acceptance Form” with an original signature by an authorized individual must be submitted with the bid/proposal. The original signature signifies an unequivocal intent to be bound by the bid/proposal and its terms and conditions. Failure to submit a completed, signed “Offer and Acceptance Form” may cause a bid/proposal to be considered non-responsive.

Pre-Bid/Proposal Meeting: If a pre-bid/proposal meeting has been scheduled under this solicitation, the date, time and location appear on the solicitation’s cover sheet or elsewhere in the Bid. A bidder should raise any questions they may have about the solicitation or the procurement at that time. A bidder may not rely on any verbal responses to questions at the meeting. Material issues raised at the conference that result in changes to the solicitation must be answered solely through a solicitation addendum.

Prices and Delivery: All proposed prices must be FOB delivered to the location(s) indicated in the Specific Conditions and must be total net price. No additional charge will be allowed for freight. Delivery by rail freight or express will not be accepted. Deliveries must be made inside the building(s) or as indicated by CCPS otherwise. In no case will collect shipments or sidewalk deliveries be accepted. Items delivered from this bid are the Contractor’s responsibility until they are delivered to, and accepted by, participating jurisdictions on their premises.

Post-Proposal Information: The Proposer is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Contract must be acceptable to the Owner. Subcontractors and other persons and organizations proposed by the proposer and accepted by the Owner must be used on the work for which they were proposed and accepted and must not be changed except with the written approval of the Owner.

Proposers Presentation: The RFP is based upon the materials, equipment and services required by the Proposing Documents without exception. The RFP includes a sum to cover all costs of all items necessary to perform the work as set forth in the proposed contract documents. The Proposer has assured itself of the availability of all labor, materials, and products to meet the completion date.

Protests: All protests must be in writing and must be delivered to the Assistant in Purchasing or Purchasing Agent at the address listed on the Invitation to Proposer. A protest of a solicitation must be received by the named individual before the offer due date. A protest of a proposed award or of an award must be filed in writing only within ten (10) days after the protestor knows or should have known the basis of the protest.

A protest must include:

- The name, address, and telephone number of the protestor;
- The signature of the protestor or an authorized representative of the protestor;
- Identification of the solicitation or proposal number;
- A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- The form of relief requested.

Purchaser's Right of Selection: The Owner reserves the right to accept this bid/proposal in part, in whole, or in any way in which the Board of Education will serve its best interests. The Owner reserves the right to reject any and all bids that comply with these specifications, or to accept a higher bid/proposal that complies provided that in the judgment of the Board of Education, the items offered under the higher bid/proposal have additional values or functions that justify the difference in price. The Board of Education reserves the right to waive any informality in bids received when such waiver is in the best interest of the Board of Education. The Board of Education reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature.

Quantities: The quantities, if given, are intended only as a guide and are accurate to the best of our ability to forecast future requirements. However, bidders must understand that a quantity stated does not constitute a guarantee to purchase. The quantities shown are not to be construed as a minimum or maximum. The contract must be for the actual quantities ordered by, and for, the Owner.

Receipt and Opening of Bids/Proposals: Sealed Competitive Bids/Proposals will be received until the time and date indicated in the "Notice to Bidders" or "Notice to Proposers", in the Purchasing Office, at the George Washington Carver Education Leadership Center, 201 Booth Street, Elkton, MD 21921.

Bids/Proposals received prior to the time of opening will be securely kept unopened. The Assistant in Purchasing or designee, whose duty it is to open them, will decide when the specified time has arrived. No bids/offers received thereafter will be considered. All bids to be considered must be in the hands of the Purchasing Agent or designee prior to the time set for the solicitation opening. Should the Central Office close due to an unexpected circumstance, the solicitation will be rescheduled for the next CCPS business day or at a later time in which an addendum will be issued with specific details. Note: The closing of schools does not constitute the closing of the Central Office Building. See the CCPS (www.ccps.org) website for further details.

The person, firm, or corporation making such bid must submit it in a sealed envelope addressed to the Purchasing Agent, Cecil County Public Schools on or before the day and hour stated. The envelope must be identified and prominently marked with the name of the firm or company making such bid and plainly marked with the title of the solicitation as indicated in the Notice to Bidders/Request for Proposals for which the bid is submitted, the date and the time the bid/proposal is due, and must show the bid/proposal identification number. No responsibility will attach to the Owner for the premature opening of a bid/proposal not properly addressed and identified.

Registered to do Business in the State of Maryland: Pursuant to Section 7-201 et seq of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in Maryland must be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21210, before doing any inter-state or foreign business in this State. Before doing any intrastate business in the State, a foreign corporation must qualify with the State Department of Assessments and Taxation.

Review, Approval or CCPS Acceptance: Products and services, nor payment for, any of the services required under this contract must be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Contractor must be and remain liable to CCPS in accordance with applicable law for all damages to CCPS caused by the Contractor's negligent performance of any or the products or services furnished under this contract.

Rights and remedies: Provided for under this contract are in addition to any CCPS rights and remedies provided by law. In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Proposer must call the attention of the applicable CCPS designee(s) to such conflict for a decision before proceeding with any work.

Special Accommodations: Any bid/proposer needing special accommodations to attend the solicitation opening should notify the Purchasing Office, at (410) 996-5429 no later than one (1) week prior to the published bid/proposal opening date.

Taxes: No charge will be allowed for federal, state, or municipal sales and excise taxes from which the Owner is exempt. Exemption certificates, if required, will be furnished upon request by the bidder. Nothing in these Instructions and Conditions must be construed as relieving the Contractor of their responsibilities in paying all applicable taxes.

Tie Bids: Place of business may be a consideration in cases where identical bid have been submitted and a failed attempt has been made to renegotiate a lower price between the bidders. The award will be made to the Cecil County-based bidder, the out-of-county Maryland-based bidder, the out-of-state bidder and by lottery following this preference order.

Unit Price Prevails: Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate must govern.

End of Section

GENERAL CONDITIONS

Addenda: It is the bidder's/proposer's sole responsibility to monitor the CCPS Purchasing website: www.ccps.org to ensure that they download any additional addendums or clarifications prior to submitting their bid/proposal or proposal and duly acknowledge receipt of and full understanding of any addenda on the proper bid/proposal submittal form. Failure to do so may result in non-receipt of important information prior to the closing date and may render the bid or proposal non-responsive and ineligible for award. It is highly recommended that the submitting bidder ascertain if they have received all the addendums posted prior to submitting their bid/proposal. Failure of any bidder to obtain any such addendum or interpretation must not relieve the bidders company from any obligation under their proposal as submitted.

Adjustments to Contract: After award of the Contract, questions and correspondence relative to requests for deviation from "Instructions to Bidders/Proposers", "General Conditions", or the "Specific Conditions" of the Contract must be directed to the Assistant in Purchasing. In the event that the Contractor is unable to deliver as a result of strikes or acts of God, the Contractor must be held responsible for securing temporary relief in the delivery of the items contracted through such means as may be acceptable to and in agreement with the Assistant in Purchasing, for those goods and services that are necessary for the day-to-day conduct and function of the CCPS programs or operations. Any change permitted under the terms of this contract will be only as authorized by the Assistant in Purchasing in the form of a contract amendment or a written Purchase Order Change Notice.

Advertising and Promotion of Contract: The Contractor must not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an authorized representative of the CCPS Purchasing department.

Application: It is understood and agreed to by the Contractor that this Contract is entered into solely for the convenience and economical advantage offered to the Owner.

Assignment and Delegation: The Contractor must not assign any right nor delegate any duty under this Contract without the prior written approval of the Contract Manager.

Authority: This Contract is issued under the authority of the Owner. Changes to the Contract including the addition of work or materials, the revision of payment terms, or the submission of work or materials, directed by an unauthorized CCPS employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract amendments, must be void and without effect, the Contractor must not be entitled to any claim under this Contract based on those changes.

Award Bidder/Proposer: The Award Bidder/Proposer must provide the items and perform the services with a responsible and professional standard of care, skill, and diligence normally provided by a Contractor in the performance of product or services delivery for the items/services specified. Notwithstanding any review, approval, acceptance, or payment for the services by CCPS, the Contractor must be responsible for professional and technical accuracy of its work furnished to the Owner under this agreement.

The Awarded Bidder/Proposer must and will, in a professional manner, perform all services, except as otherwise specified, necessary or proper to perform and complete all the work required by this contract, within the time specified, in accordance with the provisions of this bid/proposal and the specifications covered by this contract and any and all supplemental specifications, in accordance with the directions of the Board of Education. The Contractor must observe, comply with and be

subject to, all terms conditions, requirements and limitations of the Bid/RFP and Specifications and must complete the entire scope of work to the complete satisfaction of CCPS. Award Bidder/Proposer must be required under Article 56, Section 270(4), of the Annotated Code of Maryland, to provide proof of Certificate of Registry.

Bidder's/Proposer's Obligation: Bidder's/Proposer's must abide by and comply with the true intent of the Bid/RFP and Specifications and not take advantage of any unintentional error or omission, but must fully complete every part with the true intent and meaning of the specifications, as decided by CCPS, and as described. Deviations, exceptions, alternates, etc., in the bid/proposal submission may render the bid/proposal as non-responsive.

Certification of Compliance: The Owner requires compliance with the applicable provisions including any amendments thereto and implementing regulations resulting from the following Acts: Energy Policy and Conservation Act (P1 94-163); Provision of the Occupational Safety and Health Act and the standards and regulations including amendments issued thereunder; the National Occupational Safety and Health Act Provisions of the Fair Labor Standards Act; and Attachment O of OMB Circular A102. Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375; Department of Labor Regulations (41 CFR Part 60).

Compliance with Applicable Law & Regulations: The materials and services supplied under this Contract must comply with all applicable federal, state, and local laws and the Contractor must maintain all applicable licenses and permits.

Contract: A bid or proposal submittal does not constitute a contract nor does it confer any right on the bidder/proposer to the award of a contract. A contract is not created until the submittal is accepted in writing by an authorized representative of CCPS or awarded through a sealed competitive bids or a sealed competitive proposals solicitation process and awarded by the Cecil County Board of Education.

All Bids and Proposals with respect to all items accepted, addenda, agreements and all papers and documents accompanying the solicitation, including these general and special conditions will constitute the Formal Contract between the Bidder and CCPS upon acceptance by Cecil County Public Schools or award by the Cecil County Board of Education.

Damage: The Contractor must be held responsible for, and must be required to make good at its own expense, any and all damages done or caused by it or its agents in the execution of this contract.

Determination of Grade: Owner reserves the right to award an item and service to other than the lowest bid if, in its judgment, there is sufficient reason to believe that another will better serve the best interests of the Board of Education Of Cecil County, whether based on objective test, subjective test, or experience.

Drug Free Environment Policy: The Cecil County Public Schools is supportive of "America's War Against Drugs" and committed to a drug free workplace. The system further realizes that the abuse of drugs impacts adversely upon the high standards of safety, security and productivity that we expect of all employees, contractors, subcontractors, consultants, and all other persons on the property of the Board of Education of Cecil County. Contractors are advised that the Cecil County Public Schools prohibits the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance or alcohol on school premises or as part of any of its activities. Compliance with this regulation is a condition of award.

Employment of Registered Sex Offenders, Sexually Violent Predators and Criminal Background

Check Certifications for Persons With Uncontrolled Access to Students: Potential contractors/vendors of Cecil County Public Schools are advised that the Maryland law requires certain child 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. Section 11-722(c) of the Criminal Procedure Article of the *Annotated Code of Maryland* states, “[a] person who enters into a contract with a County Board of Education or a non-public school may not knowingly employ an individual to work at a school if the individual is a registrant. A person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding five years or a fine not exceeding \$5,000 or both”. If a child sex offender, sexually violent predator, or sex offender, as defined in the Criminal Law and Criminal Procedure Articles of the Annotated Code of Maryland, is employed by the Award Bidder, the Award Bidder is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any Cecil County Public Schools’ property, including the project property. Violation of this provision may result in immediate Termination for Cause.

Additionally, in accordance with Md. Ed. Code Ann., §6-113 (b), the Award Bidder and any of its subcontractors will not knowingly assign any employee to work on school premises with direct, unsupervised and uncontrolled access to children, if that employee has been convicted of a crime identified in Md. Ed. Code Ann., §6-113(a).

1. Effective July 1, 2015, amendments to 6-113 of the Education Article of the Maryland Code further require that the Award Bidder, a Contractor or Subcontractor for a local school system 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, or pled guilty or nolo contendere to, a crime involving:
 - a. 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.
 - b. 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
 - c. 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 a violation of 14-101 of the Criminal Law Article if committed Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under 3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.

Also effective July 1, 2015, amendments to 5-561 of the Family Law Article of the Maryland Code mandate that each contractor and subcontractor must require that any individuals in its work-force must undergo a criminal background check if the individuals have direct

unsupervised and uncontrolled access to children.

It must be the responsibility of the contractor to obtain similar certification from all sub-contractors and material suppliers performing work or services on school system property, and to monitor adherence to this requirement. In the event that the Cecil County Public Schools recognize a registered sex offender has entered upon school system property in the performance of work for a contractor/vendor, such will be grounds for termination of the contract.

Authorized staff must solemnly declare and affirm by Signature, under the penalties of perjury that the contents of the Employment of Registered Sex Offenders, Sexually Violent Predators and Criminal Background Check Certifications Affidavit are true and correct to the best of their knowledge, information and belief, that no employee, subcontractor, subcontractor employee, or material supplier that is a registered sex offender, sexually violent predator / child sex offender or criminal offender as described above, will be allowed to enter onto the school system property at any time in the performance of the work or services for which the contract is awarded.

Examination of Bid/RFP Documents: Each bidder must examine the bid documents carefully and must make a written request to the Owner for interpretation or correction of any ambiguity, inconsistency or error which Bidder/Proposer may discover. Any interpretation or correction required will be issued as an Addendum by the Owner. Only a written interpretation or correction by an Addendum document must be binding. No bidder must rely upon any interpretation or correction given by any other method.

Any interpretation or correction of any ambiguity, inconsistency or error which Bidder/Proposer may discover, concerning the terms, conditions, specifications or verbiage contained in the solicitation document must be submitted in writing only, within (5) five business days of the date of the Bid opening.

Exceptions: It must be the responsibility of the bidder/proposer to include with its Bid/RFP submittal a list and clarification of any deviations from the CCPS Terms, Conditions and Specifications. Exceptions must be submitted with the bid/proposal and be attached to the "Offer and Acceptance Form." Exceptions may be permitted by CCPS, but only if the Bidder/Proposer is notified in writing by the Purchasing Department prior to the approval of the Bid contract award or acceptance of the Award of Contract letter.

Force Majeure: Except for payments of sums due for products delivered to and accepted by the, participating jurisdictions no party must be liable to the other nor 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. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence. Without limiting the forgoing, Force Majeure includes acts of God: fire; flood; or other similar occurrences beyond the control of the Contractor or the participating jurisdictions.

Gifts and Gratuities: Acceptance of gifts from Contractors and the offering of gifts by Contractors are prohibited. No employee of the Cecil County Public Schools purchasing products under provisions of the Contract issued as a result of this Bid or Request for Proposals may not accept or receive, either directly or indirectly, from any person, firm, or corporation any gift or gratuity.

Governing Law/Disputes: The contract must be governed by the law of the State of Maryland and nothing in this contract must be interpreted to preclude the parties from seeking, after completion or termination of the agreement, any and all remedies provided by law.

Except as otherwise provided in these contractual documents, any claim, dispute, or other matter

in question concerning a question of fact must initially be referred to the CCPS Contract Manager. Any claim, dispute, or other matter in question concerning a question of fact referred to the Contract Manager that is not disposed of by agreement must be referred to the Assistant in Purchasing, CCPS, who must reduce their decision to writing and mail or otherwise furnish a copy to the Contractor. The decision of CCPS must be final and conclusive.

Indemnification: Contractor must indemnify and save harmless the Cecil County Public Schools (CCPS), its agents, and employees, against and from all suits, actions, claims, demands, damages, losses, expenses or costs of every kind and description to which CCPS may be subjected or put, including but not exclusively so, by reason of injury (including death) to persons or damage to property, in any way resulting from Contractor's performance of the work specified or performed under this Contract, or any part thereof, or by or on account of any act or omission of the Contractor, its agents or employees, whether such suits, actions, claims, demands, damages, losses, expenses or costs be against, suffered or sustained by CCPS, its agents and employees, or be against, suffered or sustained by other corporations and persons to whom CCPS, its agents and employees, may become liable therefore, except that Contractor must not indemnify and save harmless CCPS, its agents and employees, against and from all suits, actions, claims, demands, damages, losses, expenses or costs arising from or due to the negligence of CCPS or its agents and employees. The whole or so much of the moneys due, or to become due the Contractor under the Contract, as may be considered necessary by the Assistant in Purchasing, may be retained by CCPS until such suits or claims for damages must have been settled, or otherwise disposed of, and satisfactory evidence to that effect furnished to the Assistant in Purchasing.

Interpretation of the term "Approved Equal": The Owner reserves the right to evaluate the quality of items and services offered as alternate or approved equal, and further reserves the right to reject any or all items judged not approved.

Method of Bid: Bids/Proposals must be submitted on the basis of individual items and services as specified according to the pricing structure for CCPS requirements on the Bid/Proposal Price Form. A unit price must be given for each item or service and the total unit price of each item must be extended, if appropriate, unless a lot price is requested. In case of discrepancy between unit price and total price, the unit price must prevail. Prices quoted must be FOB destination and will include all delivery costs. Invoices must not include Federal Excise or State Sales and Use taxes, or any other taxes from which CCPS is exempt. Exemption certificates will be furnished upon request. Mandatory taxes from which CCPS is not exempt must be paid directly to entity on behalf of CCPS by award bidder Bids must not be withdrawn or altered for a period of sixty (60) days after the opening thereof.

Multi-agency Participation: It is the intent of the Cecil County Public Schools to make this proposal available to any and all governmental and educational agencies. This includes public schools, private schools, parochial schools and state, community and private colleges. A copy of the contract pricing and the proposal requirements incorporated in this contract will be supplied to requesting agencies. This agreement would be upon mutual consent between the Contractor and those agencies. Each participating agency would enter into its own agreement with the Contractor and this contract must be binding only upon the principals signing such an agreement.

Occupational Safety and Health Acts: Contractor(s) who perform any work under this Contract must fully comply with the provisions of the Federal Occupational Safety and Health Act of 1970 and any amendments thereto and regulations pursuant to the act, and also to the Maryland Occupational Safety and Health Act, Article 89, Section 28 to 49A inclusive, Annotated Code of Maryland, as amended by Chapter 59, Laws of Maryland 1973, and any regulations pursuant thereto.

Order of Precedence: In the event of a conflict in the provisions of this solicitation, the following must prevail in the order set forth below:

- 1) Specific Conditions
- 2) General Conditions
- 3) Specifications or Scopes of Work and Services
- 4) Documents referenced in the solicitation
- 5) Instructions to Bidders/Proposers

Owner's Right to Purchase from Other Sources: For failure to meet specifications, delivery schedules, or poor administrative or operational procedures or for any other just cause, the Owner reserves the right to purchase from another vendor and charge the Contractor for the difference between what the Owner must pay for this item and the contract price that would have been charged by the Contractor. The Contractor will be responsible for any and all additional costs occasioned thereby.

Payment: Payment must be made within thirty (30) days after receipt of the original and two (2) copies of correct invoice/statements properly supported by signed delivery receipts.

Plan for Utilization of Minority Contractors: As applicable, consideration for the award for the contract for a school building, improvements, supplies, or other equipment must be given to the lowest responsible bidder who conforms to specifications with consideration for award given to:

- The quantities involved;
- The time required for delivery/completion of work;
- The purpose for which the bid is required;
- The competency and responsibility of the bidder;
- The ability of the bidder to perform satisfactory service; and
- The plan for the utilization of minority contractors. If bidder's company plan exists, bidders are instructed to provide this internal plan with the bid submittals.

Price Adjustment: All unit prices and rates quoted must remain firm during the term of the Contract and subsequent renewal terms as indicated in the Proposal submittal.

Purchaser's Right of Selection: It is the responsibility of the Assistant in Purchasing of the Cecil County Public Schools (CCPS) to evaluate offers and recommend awards. The Owner reserves the right to accept this bid in part, in whole, or in any way in which the Board of Education determines will best serve its purposes and best serve the interest of the Owner in regards to the same being the lowest responsive bid/proposal. The Owner reserves the right to reject any and all bid/proposals that comply with these specifications, or to accept a higher bid/proposal that complies provided that in the judgment of CCPS, the items offered under the higher bid/proposal have additional values or functions that justify the difference in price. The Board of Education reserves the right to waive any informality in bids/proposals received when such waiver is in the interest of the Board of Education. In awarding the bid/proposal, consideration will be given to any previous performance for the Owner as to the quality of service and merchandise; and to the bidder's or proposer's ability to perform if awarded the bid/proposal. Per Section 5-112, Subsection C(1) of the Annotated Code of Maryland, Education Article: "A contract for a school building, improvements, supplies or other equipment must be awarded to the lowest responsible bidder who conforms to the specifications with consideration given to: (i) The quantities involved; (ii) the time required for delivery; (iii) the purpose for which required; (iv) the competency and responsibility of the bidder; (v) the ability of the bidder to perform satisfactory service; and (vi) the plan for utilization of minority contractors."

Qualification Of Bidders/Proposers: The Owner may make such investigations as they deem necessary to determine the ability of the bidder/proposer to perform the work as specified, and the

bidder/proposer must furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner, within a reasonably short period of time, that such bidder/proposer is properly qualified to carry out the obligations of the Contract and to complete the work required.

Quantities: The quantities, as given, are intended only as a guide. The quantities are based on forecasts or previous purchases and are accurate to the best of our knowledge and ability; however, bidders must understand that a quantity stated does not constitute a guarantee to purchase. The quantities shown are not to be construed as minimum or maximum. The contract must be for the actual quantities ordered by, and for, the Owner.

Record Retention: The Contractor agrees to retain all books, records, and other documents relative to this agreement for seven (7) years after Contract close out after the last day of service and final payment. Each district, its authorized agents, and /or federal/ state representatives must have full access to, and the right to examine, any of said materials during the Contract period. If an investigation or audit is in progress, records must be maintained until stated matter is closed.

Royalties & Patents: The Contractor must pay for all royalties and patents and must defend all suit or claims for infringement on any patent right and must save the Board of Education harmless from loss of account thereof.

Severability: The provisions of this Contract are severable. Any instruction, term, or condition deemed illegal or invalid must not affect any other instruction, term, or condition of the Contract.

Standards of Identity: All products must conform to U.S. minimum standards of identity as required by State and Federal regulations. Failure to comply places the Contractor in violation of the Contract with the Board of Education, as well as State and Federal Law.

Subcontract/Assignment: The Contractor must not enter into any subcontract or assignment under this Contract without the advance written approval of an authorized representative of Cecil County Public Schools. The subcontractor must, by reference, incorporate all terms and conditions of this Contract.

Substitutes: In the event the Contractor is out of stock and cannot supply the product(s) or service(s) a substitution of equal or better quality, as agreed by an authorized representative of CCPS will be made. All Contract terms and conditions will apply to the products approved for substitution.

Technology-Based Instructional Products: All Cecil County Public Schools' technology based instructional products (instructional software, online resources, and computer based equipment) must be consistent with the Subpart B, Technical Standards, Section 508 of the Federal Rehabilitation Act of 1973, as amended, for accessibility by students with disabilities unless doing so would fundamentally alter the nature of the instructional activity or result in undue financial and administrative burdens. Requests for bids, proposals, procurement contracts, and grants will follow established procedures for evaluating compliance to accessibility standards in all purchase decisions. (COMAR 13A.05.02.13H)

Termination of Contract: The contract may be terminated for cause by any or all of the parties upon issuance of written notice thirty (30) days prior to the intended date of termination.

The Owner may terminate the Contract at any time based on:

1. The Contractor's failure to supply the required quantity and /or quality of product and services.

2. Poor contractor performance, poor administrative procedures and multiple failures by the Contractor to remedy the problem(s).
3. Any reason the Owner deems serious enough to warrant cancellation of the Contract.
4. If the Owner terminates the Contract for Cause or Convenience, the Contractor must not be entitled to further compensation for uncompleted or incomplete deliveries. Should the Owner be required to seek other sources of supply and the cost to the Owner exceeds the unpaid balance, the Contractor must be liable for the additional cost incurred by the owner.

The Contractor may terminate the Contract based on:

1. Issuance of an order of a court or other public authority having jurisdiction requiring the Contractor to terminate the Contract.
2. An act of government making material unavailable.
3. Unanticipated circumstances beyond the control of the Contractor.

Any of the above notices must be submitted by the Contractor in writing within seven (7) days of the event and accepted as valid by the Board of Education before any relief will be given to the Contractor.

Waiver and Rejection Rights: Notwithstanding any other provisions of the solicitation, the Owner reserves the right to:

- Waive any immaterial defect or informality,
- Reject any and all offers or portions of this solicitation, and
- Cancel a solicitation.

End of Section

INSURANCE REQUIREMENTS SECTION

ARTICLE 11 - INSURANCE

11.1 “Contractor’s Liability Insurance”

Sub-paragraph 11.1.1, 11.1.2, and 11.1.3 must be deleted in entirety from the General Conditions and replaced with the following:

11.1.1 General Insurance Requirements

.1 The contractor must not commence work until it has obtained at their own expense all of the insurance as required hereunder and such insurance has been approved by the Owner; nor must the contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of the subcontractor has been so obtained and approved by the contractor. Approval of insurance required of the contractor and subcontractors will be granted only after submission to the Owner of original, signed certificates of insurance or, alternately, at the Owner’s request, certified copies of the required insurance policies.

.2 The contractor must require all subcontractors to maintain during the term of this agreement, commercial general liability insurance, business automobile liability insurance, and workers compensation and employers’ liability insurance, in the same manner as specified for the contractor. The contractor must furnish subcontractors’ certificates of insurance to the Owner immediately upon request.

.3 All insurance required hereunder must include the following provision: “It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until sixty (60) days prior written notice has been given to the Owner.”

The phrases “endeavor to” and “... but failure to mail such notice must impose no obligation or liability of any kind upon the company, its agents or representatives” are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

.4 No acceptance or approval of any insurance by the Owner must be construed as relieving or excusing the contractor, or the surety, or their bond, from any liability or obligation imposed upon either or both of them by the provisions of the contract documents.

.5 Owner and its elected or appointed officials, agents and employees are to be named as an additional insured under all coverages except workers compensation and business automobile liability, and the certificate of insurance, or the certified policy, must so state this. Coverage afforded under this paragraph must be primary as respects the Owner, its agents and employees.

.6 The Contractor covenants to save, defend, keep harmless and indemnify the County Board of Education and all of its elected or appointed officials, agents and employees from and against any and all claims, loss, damage, injury, cost (including court costs and attorney’s fees), charge, liability or exposure, however caused, resulting from or arising out of or in any way connected with the contractor’s performance or non-performance of the terms of the contract documents or its obligations under the contract. This indemnification must continue in full force and effect until the contractor completes all of the work required under the contract, except that indemnification must continue for all claims involving products or completed operations after final acceptance of the work by the Owner for which the Owner gives notice to the contractor after final acceptance of the work.

.7 The contractor must be responsible for the work performed under the contract documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the work. The contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from the action, omission, commission or operations under the contract, or in connection in any way whatsoever with the contracted work, until final acceptance of the work by the Owner.

.8 Insurance coverage required in these specifications must be in force throughout the contract term. Should the contractor fail to provide acceptable evidence of current insurance within seven days of written notice at any time during the contract term, the Owner must have the absolute right to terminate the contract without any further obligation to the contractor, and the contractor must be liable to the Owner for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the contract at time of termination.

.9 Contractual and other liability insurance provided under this contract must not contain a supervision, inspection or engineering services exclusion that would preclude the Owner from supervising or inspecting the project as to the end result. The contractor must assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.

.10 If the contractor does not meet the insurance requirements of the specifications, alternate insurance coverage, satisfactory to the Owner may be considered. Written requests for consideration of alternate coverages must be received by Owner at least ten working days prior to the date set for receipt of bids or proposals. If the Owner denies the request for alternate coverages, the specified coverages will be required to be submitted.

.11 All required insurance coverages must be acquired from insurers authorized to do business in the State of Maryland and acceptable to the Owner. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest edition of Best's Insurance Reports, unless Owner grants specific approval for an exception.

.12 The Owner will consider any deductible amounts as part of its review of the financial stability of the contractor. Any deductibles must be disclosed by the contractor, and any deductible amounts are the responsibility of the contractor.

For the duration of this contract, the contractor must purchase and maintain the below listed insurance as will protect himself and the Owner from claims set forth below which may arise out of, or result from, the contractor's operations under the contract, whether on-site or off-site, or whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

Without limiting the obligations or liabilities of the contract, the contractor must purchase the following coverages:

11.1.2 Contractor's Liability Insurance - "Occurrence" Basis:

.1 Commercial general liability with a minimum limit of \$3,000,000 per occurrence, \$3,000,000 annual aggregate including all of the following:

- i. General aggregate limit is to apply per project;

- ii. Premises/operations;
- iii. Actions of independent contractors;
- iv. Products/completed operations to be maintained for two years after completion of the work;
- v. Contractual liability including protection for the contractor from claims arising out of liability assumed under this contract;
- vi. Personal injury liability including coverage for offenses related to employment;
- vii. Explosion, collapse, or underground (XCU) hazards;
- viii. Board Form Property Damage including completed operations.

.2 Business automobile liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability with a limit of \$3,000,000 per accident (minimum statutory limits for uninsured motorists).

.3 Workers compensation with statutory benefits as required by Maryland law or the U.S. Longshoremen's and Harbor Workers' Compensation Act, or other laws as required by labor union agreements, including standard other states coverage; employers' liability coverage with limits of \$500,000 per accident, \$500,000 per employee for disease, and a \$500,000 disease policy limit.

.4 Total limit requirements of .1, .2 and .3 may be met by a combination of primary and umbrella excess liability coverages.

11.1.3 Commercial General or Other Required Liability Insurance - "Claims Made" Basis

.1 If commercial general or other liability insurance purchased by the contractor has been issued on a "claims made" basis, the contractor must comply with the following additional conditions:

- i. Agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment for the contract. Such certificates must evidence a retroactive date, no later than the beginning of the contractors' or subcontractors' work under this contract, or
- ii. Purchase an extended (minimum two years) reporting period endorsement for the policy or policies in force during the term 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.

END OF SECTION

SPECIFIC CONDITIONS

Aim/Intent: Provide labor and materials to remove and replace existing heat-pump units in two 24' x 36' portable classrooms.

Scope of work:

Work Specifications: (each classroom unit)

- Remove existing heat pump unit
- Remove interior closet walls to accommodate new Bard Unit (approx. 6 lf)
- Repair interior walls
- Modify wall opening to accommodate new unit installations
- Furnish and install new Bard 3-Ton I-Tech Heat Pump, 208 volt, 1 phase with 10kw electric back-up heaters (Model I36H1DA10RPXXX4 or equal).
- The replacement unit must have the ability to provide heating, cooling, dehumidification and adequate outside air ventilation to accommodate up to 30 people.
- Furnish and install Bard combination thermostat, humidistat and CO2 sensor for each unit
- Furnish and install necessary internally insulated duct transitions, 4 – 10” supply flexducts - minimum R-8 insulation, and 4 - 24”x24”x10” insulated diffusers
- Connect to existing 208 single phase power source
- Install new control wiring
- Repair/Replace exterior vinyl siding to match existing
- Dispose of all project related debris
- All permits and inspection fees, if required, are the contractor’s responsibility.
- Work to be completed by October 1, 2021

Note: Existing portable classrooms have two 1-1/2 ton heat-pump units. One will be removed and be replaced with a single three ton unit and one will remain and be disconnected from electrical source.

Alternates: Alternate equal or equivalent offerings, other than as specified, may be considered unless otherwise noted. However, bidder(s) acknowledge the right of CCPS to be the sole judge of whether an alternate offering is considered an approved equal. The CCPS will not accept a product and/or service which, in its opinion, is of lesser quality than that specified even if it is offered at a lower bid price.

Award Bidder: The Awarded Bidder must provide the items and/or perform the services with that standard of care, skill, and diligence normally provided by a Contractor in the performance of product or service delivery similar to the items/services hereunder. Notwithstanding any review, approval, acceptance, or payment for the services by CCPS, the Contractor will be responsible for professional and technical accuracy of its work furnished to the Owner under this agreement.

The Awarded Bidder will, in a professional manner, perform all services, except as herein otherwise 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 bid in accordance with the specifications covered by this contract and any and all supplemental specifications, in accordance with the directions of the Board of Education. The Contractor must observe, comply with and be subject to all terms conditions, requirements and limitations of the Bid and Specifications and must complete the entire work to the complete satisfaction of the Board of Education. Awarded Bidder will be required under Article 56, Section 270(4), of the Annotated Code of Maryland, to provide proof of Certificate of Registry.

Bid Award: The bid award will be made in its entirety to the low responsive and responsible bidder(s), for the products as specified. The award will be based upon the estimated quantities and the quality of the products offered and if an item other than as specified is considered by CCPS as an approved equal. CCPS will be the sole determinant of which item(s) may or may not be an approved equal. Products may be awarded at a higher unit price if the product(s) have been determined by CCPS to be superior to items requested in the bid and submitted by a bidder(s).

Bidder Qualifications: The Owner may make such investigations as it deems necessary to determine the ability of any bidder to satisfactorily fulfill the obligations of this contract. The bidder must furnish upon demand all information and data requested for this purpose within three (3) business days of notification. The Owner reserves the right to reject any bid if the evidence submitted by the bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein. Any information requested will become part of the evaluation of this bid, and will remain confidential if requested by the bidder in writing.

Information requested may include, but not be limited to the following:

1. Financial document disclosure
2. Number of years in business at this customer size and volume level
3. Number of employees, vehicles, equipment, etc.
4. References from current and/or recent customers
5. Number and status of current contracts
6. Inspection of facilities, equipment and operating procedures.

Clarifications: If any person who contemplates submitting an offer is in doubt as to the true meaning of any part of the Instructions and/or Conditions, a written request for an interpretation thereof may be submitted to The Board of Education of Cecil County (hereinafter referred to as "The Board") Purchasing Administrator, delivered into the hands of the Purchasing Agent, no fewer than five working days before the time and date the offers are due.

Project Manager: Eric Olson, Field Inspector, will be the Project Manager. Interested Bidders must not contact the Project Manager prior to an Award of Contract notification received from the CCPS Purchasing department. Questions will be addressed by the Procurement Administrator.

Contract Period: The contract period will begin on or about July 15, 2021 pending approval by the Cecil County Board of Education, through project completion.

Federal and State Laws: Contractor is required to comply with all applicable Federal and State of Maryland laws and regulations regarding petroleum products, including but not limited to, EPA, MDE, OSHA, MOSH, MDOT, DOT.

Method of Proposal: Proposals must be submitted on the basis of individual items. A unit price must be given for each article and the total price of each item must be extended, if appropriate, unless a lot price is requested. In case of discrepancy between unit price and total price, the unit price will prevail. Prices quoted will be FOB destination and will include all delivery costs. Prices quoted must not include Federal Excise or State Sales and Use taxes, or any other taxes from which CCPS is exempt. Exemption certificates will be furnished upon request. Proposals will not be withdrawn or altered for a period of sixty (60) days after the opening thereof.

Owner's Right to Purchase from Other Sources: For failure to meet delivery schedules, delivery of faulty products not meeting specifications, continuous property damage, poor administrative procedures or for any other just causes, the Owner reserves the right to cancel any and all contracts. In case of default of the Contractor, the Owner may, after notice has been given in writing, procure the

products, services from other sources and hold this Contractor responsible for any and all additional costs occasioned thereby. If the Contractor allows a location to run out of critical supplies, and cannot make delivery within a reasonable time after being notified, Owner reserves the right to purchase the same or similar from a local vendor, and charge the Contractor for the difference between what the Owner must pay for this item and the contract price that would have been charged by the Contractor.

Payment Method: Bidder should enter onto the Bid Form for payments both by P-card and by Check/ACH. It is at the bidder's own risk to not enter transportation costs for both payment methods, as the award will be made based upon the method that is most advantageous to the Owner.

Preferential Treatment: In the event of extended inclement weather, supplier shortages, or any other circumstances in which the Contractor must decide on a priority schedule of delivery, Contractor agrees to provide for the needs of the Owner prior to maintaining its other customer obligations.

Procurement Kay Porter, Procurement Specialist, procurement@ccps.org, will administer the solicitation process and will be the point of contact for all communication purposes of this solicitation. All questions and inquires must be sent in writing by email only. Responses will not be made to telephone, faxed or mailed inquires.

Proof of Delivery: The Contractor will be required to provide "Proof of Delivery" for each delivery. A certified, metered delivery ticket signed by school staff at the point of delivery may be submitted with the invoice. One copy of the delivery ticket must be left at the point of delivery and a second copy must accompany the invoice.

Quality Control: All products specified herein are to be processed, packaged, and delivered according to the regulations of the State of Maryland Health Department, USDA, FDA, and my other regulations affecting the products involved.

Quantities: The approximate quantities are listed for informational purposes only. These quantities are to be regarded as estimates rather than exact totals. Bidders must understand that a quantity stated does not constitute a guarantee to purchase. The quantities shown are not to be construed as minimum or maximum. The contract will be for the actual quantity ordered or required by or for, the Owner during the life of the contract. In all cases, the Contractor is required to deliver the supplies as needed by the schools for the contract period(s).

Source of Supply: The bidder in their proposal must state the source of supply for the supplies they propose to deliver. Bids must indicate brand and/or the manufacturer names or numbers with sufficient description to enable the Owner to determine the quality or character of the product on which the bid is based. The named supplier must be the only supplier to be utilized during the life of this contract unless the Contractor notifies the Owner in writing, at least two (2) weeks in advance of any change in supplier necessitated during this contract. The Owner must give the Contractor written approval before any change in supplier will be permitted. A copy of the supplier's invoices must be provided upon written request from the Owner at any time during the life of the contract, as proof of the supplier being utilized.

WORK COMPLETION TIME FRAME:

1. **Project Schedule:**
 - a. 05/25/2021- Bid Advertisement
 - b. 06/01/2021- Pre-Bid Site Visit
 - c. 06/08/2021- Questions Due Back
 - d. 06/09/2021- Addenda
 - e. 06/11/2021- Bid Opening
 - f. 07/14/2021- Board of Education Meeting
 - g. 07/15/2021- Letter of Intent
 - h. 08/01/2021- Project Begins
 - i. 10/01/2021- Project Completion

To be returned with Offer: The following documents must be returned as an offer complete with original signatures:

1. One copy of – Offer and Acceptance Form
2. One copy of – Anti-Bribery Form
3. One copy of – Debarment Certification Form
4. One copy of – Non-Collusion Affidavit
5. One copy of – Registered Sex Offender/Sexually Predator/Sex Offender Certification
6. One copy of – Contractor’s Qualification Form
7. One copy of – References
8. One copy of – Proposal/Bid Form Pricing Sheet

End of Section

NO BID STATEMENT

I/We, the undersigned, have decided not to bid for the following reasons:

- _____ We do not handle products/services in this classification
- _____ Opening date does not allow sufficient time to complete bid/proposal response
- _____ Cannot supply at this time
- _____ Suitable but engaged in other work
- _____ Quantity too small
- _____ Cannot meet required delivery
- _____ Equivalent not presently available
- _____ Unable to meet specifications
- _____ Unable to meet insurance/bond requirements
- _____ Please remove our name from the vendor file only for the commodity/service listed above
- _____ Please remove our name from the School Board's entire vendor files
- _____ Other reasons or remarks

Company Name _____

Company Address _____

Authorized Signature & Date _____

Print Name of Authorized _____

Email Address for Authorized Person _____

Telephone Number _____

Fax Number _____

OFFER AND ACCEPTANCE FORM

Board of Education of Cecil County
201 Booth Street
Elkton, MD 21921

Gentlemen and Ladies:

We have examined and understand the Instructions, Terms and Conditions for providing the services and described in **CCPS Bid #21-10 Bohemia Manor High School Packaged Heat Pump Replacement Project** and our proposal submittal, including, but not limited to, all addenda and related documents related to the final agreement.

I/We agree to furnish the project services from which our proposal is accepted, in compliance with the terms, Instructions, and Conditions, at the price and rates set on the attached Bid (Pricing) Form.

Proposals are an irrevocable offer for 90 days after the Bid opening time and date.

COMPANY

ADDRESS

Date

Authorized Signature

Telephone Number

Printed Name of Official

Fax Number

Title of Official

Taxpayer ID. Number

eMMA Vendor ID#

ANTI-BRIBERY FORM

STATE OF MARYLAND PROCUREMENT REGULATIONS 1AC APPENDIX F PROCUREMENT GUIDELINES:

Procurement Article 21 - Section 3-405

Vendor/Contractor Disqualification - Bribery

A person convicted for bribery, attempted bribery, or conspiracy to bribe must be disqualified from entering into a contract with any county or other subdivision of the State. Every business entity upon submitting a bid or otherwise applying for a contract must submit an affidavit stating whether it, its officers, directors, or partners, or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any State or Federal Government.

TO BE COMPLETED BY BIDDER

_____ affirms that it is in full compliance with the aforementioned Maryland State Procurement Article 21, Section 3-405.

AUTHORIZED COMPANY REPRESENTATIVE

SWORN TO AND SUBSCRIBED TO, BEFORE ME,

ON THE _____ DAY OF _____, 20____.

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

*CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS*

This certification is required by the regulation implementing Executive Order 12549. Debarment and Suspension 34 CFR Part 85. Section 85.510, Participants' responsibilities. The Regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant must attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

INSTRUCTION FOR DEBARMENT CERTIFICATION

1. By signing and submitting this proposal, the perspective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the perspective lower tier participant knowingly entered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction was originated may pursue available remedies.
3. The prospective lower tier participant must provide immediate written notice to the person to which this proposal is submitted if at any time the perspective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The perspective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it must not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The perspective lower tier participant by submitting this proposal that it will include the clause “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transaction,” without modification, in all lower tier covered transaction and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely on a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing must be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transaction covered under paragraph 5 of these instructions, of a participant in a covered transaction knowingly entered into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and debarment.

NON COLLUSION AFFIDAVIT

STATE OF _____ :s.s. COUNTY OF _____ :

I state that I am _____ of _____
(Title) (Name of my firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor bidder or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder; and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

(5) _____, its affiliates, subsidiaries, officers, directors
(Name of my firm)

and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ understands and acknowledges that the above representatives
(Name of my firm)
are material and important and will be relied on by CECIL COUNTY PUBLIC SCHOOLS in awarding the contract(s) for which this bid is submitted.

I understand, and my firm understands, that any misstatement in this affidavit is, and must be, treated as fraudulent concealment from CECIL COUNTY PUBLIC SCHOOLS of the true facts relating to the submission of bids of this contract.

(Name and company position)

SWORN TO AND SUBSCRIBED, before me, this ____ day of _____, 20_____.

Notary Public

My commission expires _____

CECIL COUNTY PUBLIC SCHOOLS AFFIDAVIT

REGISTERED SEX OFFENDER / SEXUALLY VIOLENT PREDATOR / CRIMINAL BACKGROUND CHECK CERTIFICATION

Potential contractors/vendors of Cecil County Public Schools are advised that the Maryland law requires certain child sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work and attend school. Section 11-722(c) of the Criminal Procedure Article of the *Annotated Code of Maryland* states, “[a] person who enters into a contract with a County Board of Education or a non-public school may not knowingly employ an individual to work at a school if the individual is a registrant. A person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding five years or a fine not exceeding \$5,000 or both”. If a child sex offender, sexually violent predator, or sex offender, as defined in the Criminal Law and Criminal Procedure Articles of the Annotated Code of Maryland, is employed by the Award Bidder, the Award Bidder is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any Cecil County Public Schools’ property, including the project property. Violation of this provision may result in immediate Termination for Cause.

Additionally, in accordance with Md. Ed. Code Ann., §6-113 (b), the Award Bidder and any of its subcontractors will not knowingly assign any employee to work on school premises with direct, unsupervised and uncontrolled access to children, if that employee has been convicted of a crime identified in Md. Ed. Code Ann., §6-113(a).

Effective July 1, 2015, amendments to 6-113 of the Education Article of the Maryland Code further require that the Award Bidder, a Contractor or Subcontractor for a local school system 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, or pled guilty or nolo contendere to, a crime involving:

- a. 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.
- b. 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
- c. 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 a violation of 14-101 of the Criminal Law Article if committed Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under 3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.

Also effective July 1, 2015, amendments to 5-561 of the Family Law Article of the Maryland Code mandate that each contractor and subcontractor must require that any individuals in its work-force must undergo a criminal background check if the individuals have direct unsupervised and uncontrolled access to children.

It must be the responsibility of the contractor to obtain similar certification from all sub-contractors and material suppliers performing work or services on school system property, and to monitor adherence to this requirement. In the event that the Cecil County Public Schools recognize a registered sex offender has entered upon school system property in the performance of work for a contractor/vendor, such will be grounds for termination of the contract.

I do solemnly declare and 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, that no employee, subcontractor, subcontractor employee, or material supplier that is a registered sex offender, sexually violent predator / child sex offender or criminal offender as described above, will be allowed to enter onto the school system property at any time in the performance of the work or services for which the contract is awarded.

Name (Printed)
Title

Authorized Signature
Date

Name of Company, Corporation or Firm

**CECIL COUNTY PUBLIC SCHOOLS
201 Booth Street Elkton, MD 21921**

**CCPS Bid #21-10 Bohemia Manor High School Packaged Heat Pump Replacement Project
BID FORM**

The undersigned, having carefully examined the Contract Documents and having received clarification of all items of doubt or possible conflict hereby agrees to furnish all labor, supplies, permits, services, etc. necessary for **CCPS Bid #21-10 Bohemia Manor High School Packaged Heat Pump Replacement Project**. as required in strict accordance with all applicable local, state and federal regulations.

I/We _____ of _____
Name of Contractor Name of Company

As the duly authorized representative of the Contractor to make this agreement on behalf of the Contractor for which I am acting, I hereby declare that I have carefully examined the documents. I have received clarification on all items upon which any doubt arose, understand that all these form a part of the contract, and agree to complete all work as required to the satisfaction of Cecil County Public Schools.

BASE BID

All labor, materials, bonds, fees, permits, sales taxes, and equipment required to complete the work as specified in project specifications for the **CCPS Bid #21-10 Bohemia Manor High School Packaged Heat Pump Replacement Project**.

_____ Dollars (\$ _____)
Written

Acknowledgement of Addenda

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

Authorized Signature _____

Addendum #1 _____ Addendum #2 _____ Addendum #3 _____

*Note: Bidder must sign and submit Addenda with the proposal submission. The same person signing the Addenda acknowledgement(s) must sign the Bid Form.

Company Name

Authorized Signature / Date

Address

Name Printed / Title

Address

Representative Name & Email