



**TITLE PAGE**

**Bid Name:** RFB 22-014 Furnish and Install a Dry Goods Storage Shed and Renovate Existing Storage Pavilions

**Date:** December 1, 2021      **Contact:** Susan Phillips, [phillips.susan@ccpsstaff.org](mailto:phillips.susan@ccpsstaff.org), 410-479-1210, x1236

The Caroline County Board of Education (also referred to as Caroline County Public Schools or CCPS) is seeking sealed bids from qualified contractors to **furnish and install all labor and materials to build a dry goods storage shed and renovate two (2) existing storage pavilions at its Support Services location.**

**Bid Due Date:** Bids are due no later than **11:00 a.m. EST on Thursday, January 13, 2022.** Sealed bids, labeled with the bid number and title, may be hand-delivered or mailed to: Attention: Susan Phillips, Purchasing Agent, CCPS Support Services Building, 11348 Greensboro Road, Denton, MD 21629. Or you may submit an electronic response, noting the Bid Title in the subject line, to [bids@ccpsstaff.org](mailto:bids@ccpsstaff.org). **Faxed bids will not be accepted.** The opening is public and will be conducted in the Conference Room at the above address. If CCPS, and/or its district buildings, are closed due to unforeseen circumstances on the day bids are due, bids will be due at the same time on the next day that the CCPS and/or its district buildings are open.

**MINORITY & SMALL BUSINESS ENTERPRISES ARE ENCOURAGED TO RESPOND TO THIS RFB**

This bid must be signed by a person with legal authority to bind the organization to the terms of the RFB and bid. Signature on this page constitutes your acceptance of the terms and conditions contained in the RFB. Any bidder selected for award, including businesses outside of the State, must comply with registration/verification requirements of the Maryland Department of Assessments and Taxation (see page 6, #14 Registration).

The **authorized signature** provides CCPS your acknowledgment and acceptance of the terms and conditions contained in the RFB. When this page is executed by an authorized officer of Caroline County Public Schools, these specifications, general terms and conditions, and price bid become a legally-binding contract between the successful bidder and CCPS.

Bidder Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Federal ID or Social Security Number: \_\_\_\_\_

MDOT MBE Certification # (if any): \_\_\_\_\_ MD Dept. of Assess. & Taxation #: \_\_\_\_\_

Contractor's License and Permit Numbers: \_\_\_\_\_

Date Bid Submitted: \_\_\_\_\_ **Authorized Signature:** \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Accepted by CCPS: \_\_\_\_\_

(Date)

Award Limitations: \_\_\_\_\_

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## **Definitions**

**Bidder:** A person, supplier, broker, or contractor that provides a bid in response to an RFB.

**CCPS:** Board of Education for Caroline County or Caroline County Public Schools

**Day:** Calendar day unless otherwise indicated

**Equivalent Item:** An item of equipment, material, or supply, the quality, design, or performance characteristics of which are functionally equal or superior to an item specified in a solicitation.

**EST:** Eastern Standard Time

**Responsible Bidder:** One who is capable financially and competent to complete the job for which he is bidding. A responsible bidder is one who is not only financially responsible, but who is possessed of a judgement, skill, ability, capacity and integrity requisite and necessary to perform a public contract according to its terms.

**Responsive Bid:** A bid submitted in response to a request for bids that conforms in all material respects to the requirements contained in the request for bids.

**RFB:** Request for Bids

## **Section I: General Information**

### **1. GENERAL**

CCPS is soliciting competitive sealed bids from qualified vendors to **provide all labor and materials necessary to build a dry goods storage shed and renovate two (2) existing storage pavilions at its Support Services location.**

**A mandatory site visit will be held at the Support Services location, 11348 Greensboro Road, Denton, Maryland, beginning promptly at 9:00 a.m. EST on Tuesday, December 14, 2021, to review the scope of work, allow bidders to take field measurements, and to acquaint themselves with existing conditions.**

As attendance at the site visit is mandatory and a pre-requisite to bidding, please be sure that you sign in with the purchasing agent. If your name/company is not on the sign-in sheet, your bid will not be accepted. Attendees arriving more than ten (10) minutes late may be refused.

Bidders are responsible for understanding this solicitation. To that end, questions must be emailed to [phillips.susan@ccpsstaff.org](mailto:phillips.susan@ccpsstaff.org) and received by close of business **Tuesday, January 4, 2022**. Questions received after this date will be answered only if time permits. A written summary of responses to timely-received questions will be posted on the CCPS website. Oral communications are not binding. All communication shall go through the Purchasing Agent. Contact only the Purchasing Agent identified on the **Title Page** about this solicitation from its issuance until its award. Information obtained from any other person will not affect the risks or obligations assumed by the bidder or relieve the bidder from fulfilling any of the conditions of the resulting award. Such contact may disqualify the firm from the solicitation process.

Should it become necessary to amend any part of this bid, the amendment will be posted on the CCPS website. Failure of any bidder to receive or acknowledge receipt of such amendment shall not relieve the bidder from any obligation under the RFB as amended. To receive notification of amendments, please register for the bid at [https://fm1.cl.k12.md.us/fmi/webd/Bid\\_Board?homeurl=http://www.cl.k12.md.us](https://fm1.cl.k12.md.us/fmi/webd/Bid_Board?homeurl=http://www.cl.k12.md.us). It is the bidder's responsibility to check for any posted questions and answers and/or any amendments to the solicitation.

### **2. NO OBLIGATION**

This solicitation implies no obligation on the part of CCPS.

### **3. BID INSTRUCTIONS**

Bidders shall submit their bid using only the Price Bid Sheets provided (see Section VI).

Bidders may mail their bid to Attn: Susan Phillips, Purchasing Agent, CCPS Support Services Building, 11348 Greensboro Road, Denton, MD 21629. The envelope shall be clearly labeled with the company name and address, the bid number, and bid due date. Bids may be hand-delivered on scheduled business days between the hours of 8:15 AM - 4:30 PM. Mailed or hand-delivered bids shall include 1 original **and** 1 electronic copy of the bid. Please visit CCPS website - <https://www.carolineschools.org/> - for building closings. CCPS is not responsible for a bid that may be inadvertently opened before the bid due date unless it is submitted with proper labeling.

Bids delivered in Federal Express, UPS, or any other such deliverer's envelope shall be sealed in a separate envelope inside the delivery packaging. Failure to do this may cause the bid to be inadvertently opened and possibly rejected.

Bidders may submit their bid electronically at [bids@ccpsstaff.org](mailto:bids@ccpsstaff.org), noting the Bid Title in the subject line. *Faxed bids will not be accepted.*

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The bid submission shall include: the signed, original, bid title page; completed Qualifications/Experience Affidavit; completed Bidder Questions sheet; completed Price Bid Sheet; completed Bid/Contract Affidavit; and any other additional documents requested. **Failure to submit all requirements may result in rejection of the bid.**

### **4. CANCELLATION OF RFB**

This solicitation is subject to cancellation when determined by CCPS to be in its best interest.

### **5. PRICE GUARANTEE**

Price bid shall remain firm for the duration of the contract and shall include all costs. No bid shall be considered which contains an escalator clause, packaging or delivery charges, or any add-on or irregular figures. The bidder warrants that the bid price shall be effective for a period of not less than 90 days from the date bids are due.

### **6. EXCEPTIONS**

It is incumbent upon each bidder to understand the provisions of this bid document. If a bidder is uncertain about the meaning or intent of any part of the RFB or takes any exceptions to the terms and conditions of the RFB, the bidder shall request clarification in writing via email to the Purchasing Agent no later than close of business **Tuesday, January 4, 2022**. Requests shall include the specific section of the RFB that is being challenged and a full explanation for the exception. Late submission of exceptions will not be considered. Failure to obtain a clarification will be no excuse or justification for non-compliance with the provisions set forth herein.

CCPS has the sole discretion whether to amend the RFB to address any exceptions. Failure by the bidder to request clarification prior to submission of a bid shall be construed as full acceptance by the bidder of all terms and conditions.

### **7. LATE BIDS**

Bids received after the designated due date and time will not be accepted, regardless of when they were mailed or given to a delivery carrier. It is the responsibility of the bidder to ensure that their bid is submitted to the proper location on or before the bid due date and time specified. Post marks or dating of documents will be given no consideration in case of late bids. Late bids will be refused, returned unopened, or destroyed at the bidder's request.

### **8. BID WITHDRAWAL**

A bidder may request in writing to withdraw its bid at any time prior to the opening of bid. No bid may be withdrawn after it is opened unless the bidder provides clear and convincing evidence that a mistake in the bid calculation has been made *and only then with the approval of CCPS*.

### **9. BID ACCEPTANCE**

CCPS reserves the right to reject any or all bids and to waive any informality. CCPS reserves the right to negotiate or modify any element of the bid to ensure that the best possible arrangements for achieving the stated purpose are obtained.

### **10. COST OF BIDDING**

CCPS is not responsible for any expenses incurred in the preparation and submission of the bid. Such expenses are the sole responsibility of the bidder.

### **11. SUBCONTRACTORS**

CCPS shall enter into an agreement with the selected Contractor only. The selected Contractor shall remain responsible for contract performance regardless of subcontractor participation in the work.

### **12. TAXES**

CCPS is exempt from Federal, State and Local taxes (tax exempt #30001136). Bidders may not include these taxes in their bid price.

**13. MINORITY BUSINESS ENTERPRISE (MBE) GOAL**

There is no MBE subcontract goal set for this solicitation, however the use of MDOT-certified MBEs for subcontracting opportunities is encouraged (<https://mbe.mdot.maryland.gov/directory/>).

**14. REGISTRATION WITH MARYLAND**

Pursuant to the Corporations and Associations Article of the Annotated Code of Maryland, businesses created in a state other than Maryland may have to register or qualify with the Maryland Department of Assessments and Taxation (MDAT) before doing business in Maryland ([http://dat.maryland.gov/businesses/Pages/Non-Maryland-\(Foreign\)-Business-Entities.aspx](http://dat.maryland.gov/businesses/Pages/Non-Maryland-(Foreign)-Business-Entities.aspx)). Bidders should contact MDAT to determine their registration requirements.

Bidders that are Maryland businesses must be in good standing with MDAT. Your business status can be verified at <https://egov.maryland.gov/BusinessExpress/EntitySearch>.

*It is strongly recommended that the Bidder complete registration prior to the due date for receipt of Bids. A Bidder's failure to complete registration with MDAT or be in good standing may disqualify an otherwise successful Bidder from final consideration and recommendation for contract award.*

CCPS will query the MDAT website to determine the bidder's standing with the state of Maryland AND the SAM.gov website to determine the bidder's standing with the federal government.

**15. COMPETITIVE SEALED BID PROCESS**

- Complete bids must be submitted by the specified bid due date and time, to the specified location in accordance with #3 above.
- The Bidder shall complete, sign and submit the title page, the price bid sheet, and all required documents. Fax bids will not be accepted.
- Any bid received after the specified due date and time is considered late and will be rejected (see #7 above).
- The buyer will review each bid submission for responsiveness. If the bid is determined to be not responsive or the bidder not responsible, the bid will be rejected and the bidder notified in writing.
- CCPS reserves the right to reject the bid of a bidder who has previously failed to perform properly or to complete on time contracts of a similar nature, or the bid of a bidder which investigation shows is not in a position to perform the contract.
- CCPS reserves the right to accept or reject any or all bids, to recommend award of a contract in whole or in part, and shall recommend award of contract/s to the responsible bidder/s whose response provide/s the best solution in the sole discretion of the school system.
- Final award of a contract is contingent upon approval by CCPS and the availability of funds.

**16. ACCESS TO PUBLIC RECORDS**

Bidder should identify those portions of its bid that it considers confidential, proprietary commercial information, or trade secrets. Bidder shall, upon request, provide justification why such materials should not be disclosed by the CCPS under the Maryland Public Information Act.

**17. GIFTS**

Contractors are notified that the giving or offering of a gift or series of gifts to any Board official or employee is improper and may result in disqualification from future work on the grounds that the Contractor is not responsible. Board officials and employees are directed not to accept any gift from any person, entity, or employee of an entity that is under the authority of the school system or has or is negotiating a contract with the school system.

**18. eMaryland Marketplace Advantage Registration (eMMA)**

Maryland law requires local and state agencies to post award notices on eMaryland Marketplace Advantage (eMMA). This cannot be done without the Contractor's self-registration in the system. Contractor shall register on eMMA at <https://procurement.maryland.gov> within five days following notice of award. Registration is free.

**19. TIE BIDS**

Tie bids are responsive bids from responsible bidders that are identical in price, terms, and conditions and which meet all the requirements and criteria set forth in the RFB. In the event of a tie bid, award shall be made first to the in-County business. If there is not an in-County business then award shall be made to the bidder whose business office is in the State of Maryland. If the tying low bids are from in-County businesses, or in-State businesses, the award may be made to the in-County low bidder that is an MDOT certified minority business enterprise or State certified small business. If none of the tie-breaking rules apply, a drawing shall be conducted. A witness shall be present to verify the drawing and shall certify the results on the bid tabulation sheet.

**20. PROTESTS**

This contract shall be subject to the provision of the Board of Education of Caroline County Policies and Regulation I.10.50.

**21. COOPERATIVE PURCHASING CLAUSE**

In accordance with State Finance and Procurement Article, Sect. 13-110, Maryland Annotated Code, CCPS reserves the right to extend the terms of any contract resulting from this bid to public bodies, subdivisions, school districts, community colleges, colleges, and universities including nonpublic schools. The Contractor agrees to notify CCPS of those entities that request to use any contract resulting from this bid and provide usage information to CCPS, if requested. CCPS assumes no authority, liability, or obligation, on behalf of any other public or non-public entity that may enter into a cooperative agreement associated with the contract resulting from this bid. All purchases and payment transactions will be made directly between the contractor and the requesting entity.

***The remainder of this page intentionally blank.***

**Section II: Qualifications/Experience Affidavit**

**Company Name:** \_\_\_\_\_

CCPS reserves the right to contact additional references not contained in this Affidavit. Information obtained from the references provided, and any additional references not listed, will assist CCPS in making the determination on bidder responsibility. If CCPS, in its sole discretion, determines that a bidder's references are inadequate, CCPS reserves the right to determine a bidder is not responsible and reject their bid.

Bidder shall be a licensed contractor and have been a regular provider of services similar in scope and complexity to those described herein for a period of not less than five (5) years from date of issuance of this bid. CCPS may consider the experience of the bidder's key personnel toward the experience requirement.

CCPS shall have the right to reject the bid of any bidder that has not been conducting business for a minimum of 5 years; that, in the sole judgment of CCPS, has not completed 3 projects similar in scope and complexity with the past 3 years; that has previously been assessed liquidated damages for failure to complete a project within the contract time for that project; or that has habitually neglected the payment of bills or otherwise disregarded its obligations to subcontractors, suppliers, or employees.

1. How many years has your company been in business? \_\_\_\_\_

1a. Has your organization operated under another name? If so, please list: \_\_\_\_\_

2. List at least three references for projects completed similar in size and scope to the work described herein, which your company has completed within the last 3 years (**include all requested information**).

Project Name: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Project Name: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Project Name: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

3. How many people does your company presently employ on a: full-time basis? \_\_\_\_\_ Part-time basis? \_\_\_\_\_

3a. Are your workers bonded? \_\_\_\_\_ Yes \_\_\_\_\_ No



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4. Has your company been terminated from a state or county funded project within the last 5 years? If yes, explain.
  
5. Has your company failed to complete the contracted scope of work on any projects of similar scope or size within the last 5 years? If yes, explain.
  
6. Has your company been involved in disputes while under contract of any projects similar in size and scope that has resulted in arbitration or litigation against it or the owner within the past 5 years. If yes, explain.
  
7. Has your organization performed any contract for any unit of the State of Maryland or Caroline County Government over the last five years other than those listed in Section 2? (Please list names, addresses, dates and the government employee responsible for accepting the work).
  
8. Has your company or any of its officers or employees ever been found guilty of any criminal act in regard to the performance of a government contract or subjected to any penalty, termination for cause, or liquidated damages arising out of poor or non-performance? Explain.
  
9. Has your company ever been suspended or debarred from bidding on local, school, state or federal contracts for any reason? Explain.
  
10. Has your company ever filed for bankruptcy/receivership or any other similar defalcation? Explain.
  
11. Are any officers or employees of your company employed by the Caroline County Board of Education or the local government? Do any officers or employees of your company have immediate family members who are employed by the Caroline County Board of Education? Explain.
  
12. Please indicates your company's total bonding capacity: \$\_\_\_\_\_

The signatory of this form hereby affirms that the information as set forth is accurate, truthful and complete, to the best of his/her knowledge and belief. **Failure to submit this completed document will determine the bid as non-responsive.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Name of Organization: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

### **Section III: Scope of Contract**

#### **1. GENERAL**

The Contractor shall provide all supervision, labor, necessary materials, equipment, tools, services, and other incidentals required for the successful completion of the work in accordance with the specifications contained in this bid and as detailed as follows.

Contractor may begin work as soon as possible after notification of award and in consultation with the Project Manager. The project must be completed by the close of business on August 31, 2022. Work is to be conducted only on scheduled business days, Monday through Friday. Normal working hours are 7:00 AM to 4:30 PM. Weekend and/or overtime work to accommodate the contractor may be authorized by CCPS, however, any such work shall be at the contractor's expense.

#### **2. SCOPE**

The Contractor shall install a dry goods storage shed directly adjacent to CCPS' Warehouse and renovate two existing storage pavilions at the CCPS Support Services Center, 11348 Greensboro Road, Denton, MD 21629. See Exhibit 1 – Drawings.

##### **2.1 Dry Goods Storage Shed - Building 2 (Warehouse):**

- Build a Dry Goods Storage Shed on existing concrete slab.
- New construction shall be approximately 27'x 17'x 15' and shall attach to existing pole barn warehouse.
- New Construction shall be clad in corrugated metal siding/roofing to match existing warehouse with appropriate flashings and connections.
- New construction shall be insulated with closed cell rodent and pest deterrent spray foam (or equivalent). Spray foam shall be applied in wall cavities and shall be continuous.
- Interior of walls shall be enclosed with mold retardant drywall (or equivalent) to encapsulate the foam insulation. All seams, joints, holes, etc., shall be mudded and sanded smooth before painting.
- New construction shall match (as closely as possible) the conceptual design drawings; however, it is expected that the contractor shall use best construction practices and principals for construction.
- New construction shall abut to walk-in cooler that is existing. All joints shall be sealed against weather/pest and water infiltration.
- New roof shall terminate at existing warehouse wall and shall extend to cover the new construction as well as the walk-in cooler box, condensing equipment, and the walkway to the existing exit door. New roof shall have properly sized gutters and down spouts installed along draining edge.
- Existing 14'x12' overhead door opening shall be closed in and insulated. A rough opening for an overhead roll-up door shall be framed in its place. New roll-up door size and type shall match existing:
  - 9'0" x 7'0" Chi Model 7302 (or equivalent) Rolling Steel Door
  - CURTAIN: 24-gauge flat slats, insulated with mineral wool fiber
  - BOTTOM BAR: (2) steel angles bolted together with tubular astragal
  - GUIDES: (3) structural angles – galvanized and painted black

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- BARREL: minimum 4.5: OD steel pipe with 20,000 cycle torsion springs
- 24-gauge hood – manual operation with chain hoist left-hand drive
- LOCKING: chain hoist keeper suitable for padlocking (not included)
- RELEASES: fusible links wired to governor for regulated drop speed
- Interior mounted to framed wall – framing anchors and through-bolted as needed.

### **2.2 Storage Pavilion - Building 3**

- Install properly sized submerged perimeter drainage system around existing concrete slab on the exterior of building. Water shall shed far enough away from building to reduce possibility of water infiltration below existing concrete slab. New drainage system shall connect (as needed) to similar drainage system installed at Building 4.
- Seal and level existing concrete floor where possible, new floor height shall not increase more than is necessary and shall not interfere with existing door jamb heights.

### **2.3 Storage Pavilion - Building 4**

- Install new flush mounted ceiling to underside of roof trusses. Ceiling shall be continuous and level.
- Insulate attic space with fiberglass batt insulation.
- Install properly sized submerged perimeter drainage system around existing concrete slab on the exterior of building. Water shall shed far enough away from building to reduce possibility of water infiltration below existing concrete slab. New drainage system shall connect (as needed) to similar drainage system installed at Building 3.
- Seal and level existing concrete floor where possible, new floor height shall not increase more than necessary and shall not interfere with existing door jamb heights.

### **2.4 Additional Alternates**

- Add alternate 1  
Building 3: Remove existing flush mounted ceiling. And install new ceiling to match Building 4.
- Add Alternate 2  
Insulate bottom of metal roofing and install vaulted ceiling between roof trusses of building 3 and 4. Slope shall match existing metal roof.
- Add alternate 3  
Building 4: Frame in a 7'x9'x85" (approximate) office space. Office space shall be framed and drywall shall be applied to all wall and ceiling surfaces (furring strips shall be applied to existing CMU wall). One 3'-0" door shall be installed.

## **3. NOTES**

- Contractor is responsible for all measurements. It is the responsibility of the contractor to verify all dimensions and conditions before beginning any work. All dimensions shown are approximate and shall be verified by the Contractor before the purchase of any products to be used in the performance of this contract.
- No changes shall be made to the plans or scope without written consent from CCPS.
- Unless noted as existing, all material, equipment, supplies, wiring, devices, etc., shall be new and unused and shall be in expected and proper working order.

- All materials shall be free of lead, asbestos or mercury.
- It is not the intent of these plans and/or specifications to show every minor detail of construction. The contractor shall be expected to furnish all supervision, labor, necessary materials, equipment, tools, services, and other incidentals required for a completed project in proper working order.

**4. CONTRACTOR RESPONSIBILITIES**

- Contractor shall ensure CCPS property is properly prepped and protected for all work to be completed. The contractor assumes responsibility for any property damage and must resolve any such issues within 30 days of notification of discovery through replacement, repair or reimbursement.
- The Contractor shall remove and dispose of all debris from site. Removal and disposal shall be in accordance with all ordinances and requirements of the local authorities. Debris shall be removed from the site as needed to avoid excessive accumulation and more frequently when the presence of same constitutes a safety, health or fire hazard. Any waste materials or debris being moved through existing occupied areas, shall follow routes of egress coordinated with and approved by CCPS.
- All materials supplied shall be free of asbestos. Bidders shall provide certification from material manufacturers that all materials to be used on this project are free of asbestos. This shall be in addition to Material Safety Data Sheets (MSDS).
- Drop shipments of materials will be allowed provided they have been scheduled ahead of time with CCPS and a representative of the contractor shall be present to accept the delivery. CCPS will not off load materials nor will CCPS be responsible for storage or security of materials.
- All workmanship shall be warranted by the contractor, unconditionally for a period of two (2) years from the date of acceptance by CCPS, and shall include all labor, parts and materials. This warranty will cover any defects arising from faulty materials or workmanship. Warranty repair work shall be made promptly for any defective materials or workmanship without charge. The contractor shall provide CCPS with a written copy of all warranties upon completion of the project.
- All work associated with this contract shall be completed in accordance with the applicable standards, codes, laws and regulations of Caroline County, Maryland.
- The Contractor shall immediately upon encountering, and before such conditions are disturbed, notify CCPS in writing of:
  - (a) Unknown physical conditions of an unusual nature that differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract and not discoverable during the site investigation. CCPS shall promptly investigate the conditions, and if CCPS finds that such conditions do materially so differ or cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the Contract modified in writing accordingly.
  - (b) encountering hazardous waste.

No claim of the Contractor under this section shall be allowed unless the contractor has given notice as required to CCPS. Any claim for an equitable adjustment arising out of said condition shall be furnished to CCPS within 30 days from the date of the notice.

No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

Failure to provide notice or to submit a claim within the time prescribed herein shall operate as a waiver of any such claim regardless of whether CCPS incurred or demonstrates any prejudice by the failure to give such notice or to submit such claim.

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- This project will take place in and around occupied buildings that will remain in operation during this project schedule. The contractor is responsible for establishing and setting up all required safe detours around the construction operations including but not limited to detour signage, barriers, etc.
- The contractor shall be responsible for protecting existing conditions. The contractor shall be responsible for repairing to original conditions any and all damages to building surfaces, equipment, etc., caused during the performance of work. Correction of any defects shall be completed without additional charge or delays and shall include replacement or repair of any other phase of the installation, which may have been damaged thereby.
- Contractor shall assign, in writing, a single Project Manager to this project to consult with CCPS from the date of contract award until the project has been successfully completed and signed off on by CCPS.
- Contractor shall work with CCPS' Contract Representative to establish and comply with an agreed-upon timetable/schedule.
- Upon completion of the project, the Contractor's representative shall conduct a punch list walk-through with the CCPS Contract Representative to close out the project. Any identified areas of concern must be corrected within 7 business days of walk-through.
- Contractor assumes responsibility for all permits, fees, insurance, and workmanship for the project. Any proposed use of subcontractors must be submitted with the bid proposal and receive approval from CCPS.

### **5. CCPS RESPONSIBILITIES**

#### **5.1 General**

- CCPS will ensure that site conditions are ready for work to begin. CCPS will provide the labor and materials to remove and relocate stored goods/inventory in the work areas. Fixed elements will remain in place and contractors are to work around such. All equipment and inventory that is movable will be removed by CCPS prior to the contractor beginning work. CCPS will be responsible for disconnecting all electronics.
- CCPS will install electrical circuits, conduit, wiring and lighting as needed in cooperation with contractor/contracted trades.
- CCPS will install all HVAC equipment, ducts, thermostats etc. as needed in cooperation with contractor/contracted trades.

#### **5.2 CCPS Contract Representative and Point of Contact**

Unless otherwise advised, Mr. Josh Rein shall be CCPS's designated representative and point of contact for matters relating to the performance of this work. On-site visits can be arranged with him by telephone at 410-479-1210, ext. 1230, or email at [rein.joshua@ccpsstaff.org](mailto:rein.joshua@ccpsstaff.org).

#### **5.3 Access to the Premises**

- CCPS will provide access to applicable CCPS location as required and in consultation with the Contractor. Contractors are encouraged to visit our website at <https://www.carolineschools.org/> for school holidays and other school closings.
- CCPS will provide parking for Contractor's work vehicles. Vehicles must be marked with the Contractor's or Subcontractor's Company Name.

#### **5.4 Inspection of Services**

The Contractor shall provide and maintain an inspection system acceptable to the CCPS covering the work performed under this contract.

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CCPS has the right to inspect all work performed in accordance with the contract, to the extent practicable at all times and places during the term of the contract. The CCPS shall perform inspections in a manner that will not unduly delay the work.

If CCPS performs inspections of the Contractor or Subcontractor, the Contractor shall furnish, and shall require Subcontractor to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(1) No inspector other than the CCPS Agent may change any provision of the specifications or the contract without written authorization. The presence or absence of an inspector does not relieve the Contractor or Subcontractor from any requirements of the contract.

(2) Location. When an inspection is made in the plant or place of business of a Contractor or Subcontractor, the Contractor or Subcontractor shall provide, without charge, all reasonable facilities and assistance for the safety and convenience of the person or persons performing the inspection.

(3) Time. Inspection at the plant or place of business of any Contractor or Subcontractor shall be performed at reasonable times.

If any of the materials/services do not conform to contract requirements, CCPS may (1) require the Contractor to perform the services again in conformity with contract requirements, (2) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and/or (3) reduce the contract price to reflect the reduced value of the services performed.

If the Contractor fails to cure any defect or ensure future performance in conformity with contract requirements, CCPS may (1) by contract or otherwise acquire the supplies/services and charge to the Contractor any cost incurred by the CCPS that is directly related to the acquisition of such material/service; and/or (2) terminate the contract for default.

### **6. INSURANCE REQUIREMENTS**

The Contractor shall purchase and maintain during the life of the Contract, commercial general liability insurance, business automobile liability insurance, and workers' compensation insurance with limits of not less than those set forth below. The Contractor shall require similar coverage from any of its subcontractors. All coverage shall be with insurance carriers licensed and admitted to do business in Maryland and acceptable to CCPS.

#### **Commercial General Liability**

At least \$1,000,000 combined single limit coverage written on an occurrence basis covering all premises and operations and including Personal Injury, Independent Contractor, Contractual Liability and Products and Completed Operations. The general aggregate limit is to apply per project. On all Commercial General Liability Insurance policies, the Board of Education of Caroline County (the BOARD) AKA Caroline County Public Schools (CCPS) and all CCPS parties, administrators, executives, employees and volunteers shall be named as an additional insured, which shall be shown on the insurance certificates furnished to CCPS under this Section.

#### **Business Automobile Liability Insurance**

At least \$1,000,000 Combined Single Limit any one accident to include owned, non-owned, and hired vehicles.

#### **Workers' Compensation Insurance**

Statutory benefits as required by Maryland law and/or, when required, the U.S. Longshoremen's and Harbor Workers' Compensation Act including standard Other States coverage; Employers' Liability coverage with limits of at least \$100,000 each accident/\$100,000 each employee disease/\$500,000 disease policy limit.

The Contractor shall provide CCPS with a Certificate of Insurance evidencing the coverage required above within 10 business days of the date of the notice of award. While under contract if the Contractor receives an insurer's non-renewal or cancellation notice the Contractor shall send a copy within two business days of its receipt to the CCPS Purchasing Office. The Contractor, if requested by CCPS, shall provide certified true copies of any, or all, insurance policies.



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Providing any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in any resulting Contract or for which the Contractor may be liable by law or otherwise.

Failure to provide and continue in force such insurance as required herein shall be deemed a material breach of any resulting Contract and shall operate as an immediate termination thereof.

### **7. PERFORMANCE BOND**

The Contractor shall furnish a Performance Bond in the amount of 100% of the Total Bid Amount. The Contractor shall deliver the Performance Bond, in the form provided in Attachment B, or other suitable security, to CCPS upon notification of award. The Performance Bond shall be underwritten by a surety company authorized to do business in Maryland and shall be subject to approval by CCPS. Other acceptable security for a bond is described in COMAR 21.06.07. The cost of this bond, or other suitable security, is to be included in the price bid and is not recoverable as a separate item. Failure by the Contractor to deliver the required performance bond by the specified time may cause the contractor's bid to be rejected and award may be made to the next lowest responsive bid from a responsible bidder.

### **8. WAIVER OF SUBROGATION**

To the fullest extent permitted by law, the Contractor and its invitees, employees, officials, volunteers, agents and representatives waive any right of recovery against the CCPS Parties, including the Board of Education of Caroline County (the Board), administrators, executives, employees or volunteers for any and all claims, liability, loss, damage, costs or expense (including attorney's fees) arising out of the services provided by Contractor under this Contract. 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, consultants, agents and employees. The Contractor shall advise its insurers of the foregoing and such insurance shall waive any right of subrogation by endorsement or otherwise.

### **9. DRUG, ALCOHOL AND TOBACCO-FREE WORKPLACE**

**The use of drugs, alcohol, and tobacco products is not permitted on school property.** CCPS Board Policy Section 30.00 Code III.31.20 requires CCPS to maintain drug, alcohol, and tobacco-free work environments. Failure to comply with this clause is considered a material breach of contract that may result in termination.

### **10. SEX OFFENDER NOTIFICATION**

Maryland Law requires sex offenders to register with the local law enforcement agency in the county in which they will reside, work, or attend school. See *Criminal Procedure Article, §11-707, Annotated Code of Maryland*. A CCPS contractor may not knowingly employ an individual to work at a school if the individual is a registrant. A contractor violating this Law is guilty of a misdemeanor and may be subject to imprisonment not exceeding five years or a fine not exceeding \$5,000, or both. See *Section 11-722 of the Criminal Procedure Article, Annotated Code of Maryland*.

#### **Other Crimes**

A CCPS 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:

- Section 3-307 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Third Degree*;
- Section 3-308 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Fourth Degree*;
- 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;
- Child sexual abuse under Section 3-602 of the Criminal Law Article, Annotated Code of Maryland;
- 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;
- A crime of violence as defined in Section 14-101 of the Criminal Law Article, Annotated Code of Maryland; or

## RFB 22-014 Furnish and Install a Dry Goods Storage Shed and Renovate Existing Storage Pavilions

- 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.

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

Contractor shall screen its workforce to ensure compliance with the above requirements and that a Registered Sex Offender does not perform work at a county public school, and shall also ensure that a subcontractor and/or independent contractor conducts screening of its personnel who may work at a school. The term workforce is intended to refer to all of the contractor's direct employees and subcontractors and/or independent contractors it uses to perform the work. Violations of this provision may cause CCPS to take action against the contractor up to and including termination of the contract.

### **11. PROTECTION OF CCPS' BUILDINGS, EQUIPMENT, AND VEGETATION**

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on District property. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the District. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

### **12. NON-HIRING OF OFFICIALS AND EMPLOYEES.**

No official or employee of CCPS whose duties include matters relating to or affecting the subject matter of this contract shall, during the pendency and term of this contract and while serving as an official or employee of CCPS, become or be an employee of the contractor or any entity that is a subcontractor on this contract.

### **13. ACKNOWLEDGEMENT OF CONTRACTOR'S INDEPENDENT CONTRACTOR STATUS AND NO COVERAGE FOR CONTRACTOR UNDER BOARD'S WORKER'S COMPENSATION COVERAGE**

Contractor hereby acknowledges its status as an independent contractor while supplying, delivering or installing products or materials on behalf of the ESMEC and that the ESMEC'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 Contractor or its employees during the Contractor's provision of goods or services to the ESMEC. To the fullest extent permitted by law, the Contractor specifically waives any right of recovery against the ESMEC and its elected and appointed officials, officers, volunteers, agents and participants for personal injury (and any resulting loss of income) suffered during the Contractor's contract with the ESMEC. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the ESMEC and its elected and appointed officials, officers, volunteers, agents, and participants. The Contractor shall advise its insurers of the foregoing.



## Section IV: Mandatory Terms and Conditions

1. **COMPLIANCE WITH LAWS.** The Contractor hereby represents and warrants that:
  - It is qualified to do business in the State of Maryland and that it will take such action as may be necessary to remain so qualified; and,
  - It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract; and,
  - It shall comply with all federal, state, and local laws; CCPS Board policies and regulations; and any ordinances applicable to its activities and obligations under this Contract; and,
  - It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract; and,
  - It agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended, 33 U.S.C. Section 1251 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office; and,
  - All materials, supplies, equipment, and services supplied under this contract shall comply with the applicable U.S. and Maryland OSHA standards; and,
  - Maryland law shall govern the interpretation and enforcement of this Contract.
  - It shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (if applicable).
  - The project shall comply with applicable codes, ordinances, regulations, and standards of the state, county, municipality and all governmental entities, which have jurisdiction (I.B.C. 2015 as adopted by Caroline County).

2. **RETENTION OF RECORDS**

The Contractor shall retain and maintain all records and documents relating to this contract for 5 years after final payment by CCPS hereunder or any applicable statute of limitation, whichever is longer, and shall make them available for inspection and audit by authorized representatives of CCPS, at all reasonable times.

3. **TERMINATION**

### **3.1 TERMINATION FOR DEFAULT**

Should a Contractor fail to perform fully, faithfully and promptly any obligation owed to CCPS under this contract, then CCPS may, at its election, consider the breach material and, notwithstanding any requirement of notice, terminate the contract in its entirety. Failure on the part of the Contractor to fulfill contractual obligations shall be considered just cause for termination of the contract, and the Contractor is not entitled to recover any cost incurred by the Contractor up to the date of termination. Such termination, or failure to terminate, by CCPS shall not be construed as a waiver of any other right or remedy afforded by law or by agreement between the parties which CCPS may have against Contractor. No failure of CCPS to utilize a remedy afforded by law or contract upon any breach by Contractor shall be construed as a waiver of the right to insist upon full, prompt and faithful performance of the particular obligation, and all other obligations of Contractor in the future.

### **3.2 TERMINATION FOR CONVENIENCE**

The performance of work under this contract may be terminated by CCPS in accordance with this clause in whole, or from time to time in part, whenever CCPS shall determine that such termination is in the best interest of CCPS. CCPS shall pay all reasonable costs associated with the contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the contract; provided, however, that the Contractor shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.

### **3.3 NONAVAILABILITY OF FUNDING**

If funds are not appropriated or if funds are not otherwise made available for continued performance for any fiscal period of this contract succeeding the first fiscal period, this contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this shall not affect either CCPS's rights or the Contractor's

rights under any termination clause in this contract. The effect of termination of the contract hereunder shall be to discharge both the Contractor and CCPS from future performance of the contract, but not from their rights and obligations existing at the time of termination.

**4. REGULATIONS**

The policies established by the Board of Education of Caroline County and administration regulations in effect on the date of execution of this Contract are applicable to this Contract.

**5. ASSIGNMENT**

Contractor may not assign this contract to successors, associated companies, or any other parties for any reason without written approval of CCPS.

**6. PAYMENT**

Subject to the performance of the work and its acceptance by CCPS, contractor may invoice CCPS for all appropriate charges for services performed during the billing period. All such charges shall be derived in accordance with the prices originally proposed on the Price Proposal Form. In the event that contractor is not in default of any of the contract terms and conditions, then CCPS shall cause said invoice to be timely paid.

Contractor agrees to include on the face of all invoices billed to CCPS, its Taxpayer Identification Number, which is the Social Security Number for individuals and sole proprietors and the Federal Employer Identification Number for all other types of organizations, and the purchasing document number; such as the purchase order.

**7. INDEMNIFICATION OF CAROLINE COUNTY PUBLIC SCHOOLS**

To the fullest extent permitted by law the Contractor shall indemnify and save harmless CCPS Parties, including its Board of Education, administrators, executives, employees and volunteers, against and from all suits, actions, claims, demands, damages, losses, expenses and/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 herein 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 and/or costs be against, suffered or sustained by CCPS Parties, including its Board of Education, administrators, executives, employees and volunteers, or be against, suffered or sustained by other corporations and persons to whom CCPS Parties, including its Board of Education, administrators, executives, employees and volunteers, may become liable therefore, except that Contractor shall not indemnify and save harmless CCPS Parties, including its Board of Education, administrators, executives, employees and volunteers, against and from all suits, actions, claims, demands, damages, losses, expenses and/or costs arising from or due to the negligence of CCPS Parties, including its Board of Education, administrators, executives, employees and volunteers. The whole, or so much of the moneys due, or to become due the Contractor under the contract, as may be considered necessary by CCPS, may be retained by CCPS until such suits or claims for damages shall have been settled, or otherwise disposed of, and satisfactory evidence to that effect furnished to CCPS.

**8. CODE OF ETHICS**

This solicitation is governed by the Board of Education of Caroline County Policy I.10.50.

**9. CONFLICT OF INTEREST**

Bidders are advised that a CCPS employee *may not own or have a financial interest in* an entity that has negotiated or entered into a contract with the School System or Board. Bidders who have any interest which may conflict or appear to conflict with the interest of CCPS must advise CCPS in writing as soon as possible but no later than the bid due date. Such notice shall include the name of the contractor and the nature of the conflict of interest. The Superintendent or designee will review the matter and make a written determination.

**10. DISPUTES**

This contract shall be subject to the provision of the Board of Education of Caroline County Policy I.10.50. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the contract.

**11. WAIVER**

No provision of these contract documents shall be deemed to have been waived unless such waiver is in writing. Any waiver shall extend to the particular case only and only in the manner specified, and shall not be construed in any way to be a waiver of any further or other rights in the same or different circumstances.

**12. SEVERABILITY**

If one or more clauses of the contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the contract.

**13. NON-DISCRIMINATION POLICY**

The Board of Education of Caroline County prohibits discrimination in matters affecting admissions, employment, treatment, or in providing access to programs or activities on the basis of actual or perceived race, color, religion, national origin, sex, age, marital status, sexual orientation, genetic information, gender identity, or disability.

**14. MODIFICATIONS**

Modifications to this Contract may be made only with the written agreement of both parties.

**15. FORCE MAJEURE**

Force Majeure is defined as an occurrence beyond the control of the affected party and not avoidable by reason of diligence. It includes the acts of nature, war, riots, strikes, fire, floods, epidemics, pandemics, or other similar occurrences. If either party is delayed by force majeure, said party shall provide written notification to the other within 48 hours. Delays shall cease as soon as practicable and written notification of same provided. The time of contract completion may be extended by contract modification, for a period of time equal to that delay caused under this condition. CCPS may also consider requests for price increase for raw materials that are directly attributable to the cause of delay. CCPS 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 CCPS. 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.

***The remainder of this page intentionally blank.***

**Section V: Bidder Questions**

Company Name: \_\_\_\_\_

**BIDDERS MUST PROVIDE A WRITTEN RESPONSE TO EACH QUESTION AND SUBMIT AS PART OF THEIR BID. Failure to submit this completed document will determine the bid as non-responsive.**

1. Will you use subcontractors on this project? If so, please provide the company name(s) and role/s of subcontractor/s: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Number of workers to be used on this project: \_\_\_\_\_  
\_\_\_\_\_

3. Average years of experience of these workers: \_\_\_\_\_  
\_\_\_\_\_

4. Name the Project Manager and provide background information. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Are there any specific requirements of CCPS? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. What is the minimum number of days' notice required for a change in the project begin date? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. What additional expenses would CCPS incur if item #6 were not complied with? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. What other projects does your company have scheduled during the same time CCPS' project is scheduled? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section VI: Price Bid Sheet**

Price bid shall include all costs associated with the performance of this RFB. This includes, but is not limited to, salaries/wages, materials, equipment, fees, transportation, shipping, overhead, taxes, profit and any other related costs. No additional costs will be paid.

Attendance at the site visit is a pre-requisite to bidding. Please be sure your representative signs in with the Purchasing Agent. If your company name is not on the sign-in sheet, your bid will not be accepted.

Bidders shall complete the Price Bid Sheet and provide all the required information. Bidders are responsible to perform field measurements and the total price bid per line item shall be considered firm and fixed, subject to no adjustment. CCPS reserves the right to reject a bid(s) or those line items of a bid(s) that CCPS believes are unreasonably low.

2.1 <u>Dry Goods Storage Shed - Building 2 (Warehouse)</u>	\$ _____ (total price bid)
2.2 <u>Storage Pavilion - Building 3</u>	\$ _____ (total price bid)
2.3 <u>Storage Pavilion - Building 4</u>	\$ _____ (total price bid)
<b>TOTAL BID (sum of 2.1, 2.2, 2.3)</b>	<b>\$ _____</b>

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**Additional Alternates (See page 11, 2.4 Additional Alternates):**

<u>Add alternate 1 Building 3:</u>	\$ _____ (total price bid)
<u>Add Alternate 2 Buildings 3 and 4:</u>	\$ _____ (total price bid)
<u>Add alternate 3 Building 4:</u>	\$ _____ (total price bid)

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The undersigned certifies that the bidder has carefully examined the instructions and specifications and agrees to perform the Contract including, without limitation, providing and furnishing any and all of the labor, materials, tools, equipment, and services necessary to complete in a workmanlike manner all of the Work and other obligations required by the contract documents by the completion date of August 31, 2022. The bidder hereby agrees to furnish the required work at the prices and terms stated.

**Bidder Name:** \_\_\_\_\_

Price Bid Compiled by (print): \_\_\_\_\_

\_\_\_\_\_  
(Signature and Date)

It is the bidder's responsibility to check the CCPS website for any posted questions and answers and/or any amendments to the solicitation.

***I acknowledge receipt of the following amendments (list # and date):*** \_\_\_\_\_

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**ATTACHMENT A – BID/CONTRACT AFFIDAVIT**

**A. AUTHORITY**

I HEREBY AFFIRM THAT: I, \_\_\_\_\_ (name of affiant) am the \_\_\_\_\_ (title) and duly authorized representative of \_\_\_\_\_ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

**B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION**

I FURTHER AFFIRM THAT:

The business named above is a (check applicable items):

- (1) Corporation: \_\_\_ domestic or \_\_\_ foreign;
- (2) Limited Liability Company: \_\_\_ domestic or \_\_\_ foreign;
- (3) Partnership: \_\_\_ domestic or \_\_\_ foreign;
- (4) Statutory Trust: \_\_\_ domestic or \_\_\_ foreign;
- (5) \_\_\_ Sole Proprietorship

and is registered or qualified as required under Maryland Law.

I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID Number: \_\_\_\_\_

Address: \_\_\_\_\_

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: \_\_\_\_\_

Address: \_\_\_\_\_

**C. EMPLOYMENT OF SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS**

I further affirm that I am aware of, and the above business 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:

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. A CCPS contractor may not knowingly employ an individual to work at a school if the individual is a registrant. A contractor violating this Law is guilty of a misdemeanor and may be subject to imprisonment not exceeding five years or a fine not exceeding \$5,000, or both.

*See Section 11-722 of the Criminal Procedure Article, Annotated Code of Maryland.*

A CCPS 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.

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



**D. CONTRACTOR SCREENING OF EMPLOYMENT APPLICANTS HAVING DIRECT CONTACT WITH MINORS**

In addition to the requirements of Section C above, Contractor shall comply with the requirements of Section 6-113.2 of the Education Article, Maryland Annotated Code, regarding screening of applicants for employment.

**E. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I further affirm, neither I or to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State or any County, bi-County, or multi-County agency, or subdivision of the State have been convicted of, or have pleaded nolo contendere to a charge of, or have during the course of any official investigation or other proceeding admitted in writing or under oath, acts or omissions committed after July 1, 1977 which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any other State or the Federal government.

**F. AFFIRMATION REGARDING COLLUSION**

I further affirm that neither I nor, to the best of my knowledge, information and belief, the above business has:

- 1) Agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted; or,
- 2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid/ proposal price of the bidder/offeror of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

**G. AFFIRMATION REGARDING LOBBYING**

The Contractor shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and certifies to the tier above that it will not and has not used Federal appropriated funds to pay a person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by U.S.C. 1352. If applicable, contractor will complete the disclosure of lobbying with non-Federal funds using Lobbying Activities Form (Form SF-LLL) and submit to CCPS annually.

**H. AFFIRMATION REGARDING DEBARMENT**

I further affirm that neither I nor, to the best of my knowledge, information and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (use a separate sheet to list each debarment or suspension, providing the dates of the suspension or debarment, the name of the public entity, the status of the proceedings, the name(s) and position of the parties **involved, and all pertinent details**).

I further affirm that (1) the business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Section 16-101, et seq, of the State Finance and Procurement Article of the Annotated Code of Maryland; and, (2) the business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (indicate the reasons why the affirmations cannot be given without qualification):

Violations of any of these provisions may result in immediate termination for cause.

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.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(printed name of Authorized Representative and affiant)

\_\_\_\_\_  
(signature of Authorized Representative and affiant)

**ATTACHMENT B - PERFORMANCE BOND**

Principal Name and Address: \_\_\_\_\_, and,  
Surety: \_\_\_\_\_, a corporation  
of the State of \_\_\_\_\_ and authorized to do business in the State of Maryland, are held and firmly  
bound unto The Board of Education of Caroline County ("Obligee"), in the total aggregate Penal Sum of Bond  
(express in words and figures) \_\_\_\_\_  
\_\_\_\_\_

The condition of this obligation is such that whereas, the Principal entered into a certain contract with the Obligee  
dated \_\_\_\_\_, 20\_\_\_\_, for \_\_\_\_\_ (description  
of contract), Contract Number: \_\_\_\_\_.

KNOW ALL BY THESE PRESENTS, That we, the Principal named above and Surety named above, are held and  
firmly bound unto the Obligee in the Penal Sum of this Performance Bond, for the payment of which Penal Sum we  
bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and  
severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we  
the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as  
severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes  
each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its  
name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the Obligee, which contract is described and  
dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the  
contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the  
contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of  
them, or to any other items incorporated into the contract shall hereinafter be referred as "the Contract."

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, during the original term of said Contract, during any extensions thereto that may be granted by  
the Administration, and during the guarantee and warranty period, if any, required under the Contract, unless  
otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following  
terms and conditions are met:

1. Principal shall well and truly perform the Contract; and
2. Principal and Surety shall comply with the terms and conditions in this Performance Bond.

Whenever Principal shall be declared by the Administration to be in default under the Contract, the Surety may,  
within 15 days after notice of default from the Administration, notify the Administration of its election to either  
promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and  
subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated  
options, then the Administration thereupon shall have the remaining contract work completed, Surety to remain  
liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the  
Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way  
affect its obligation on this Performance Bond, and it does hereby waive notice of any such change, extension of  
time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland  
and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are  
signatories under the Principal or Surety heading below.



RFB 22-014 Furnish and Install a Dry Goods Storage Shed and Renovate Existing Storage Pavilions

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution of power of attorney authorizing such action, and each such duly authorized representative to sign below and set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of:  
Witness:  
\_\_\_\_\_ as to

Individual or Corporate Principal  
\_\_\_\_\_(SEAL)

In Presence of:  
Witness:  
\_\_\_\_\_

Co-Partnership Principal  
\_\_\_\_\_(SEAL)  
(Name of Co-Partnership)

Attest:  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Individual or Corporate Surety)

Bonding Agent's Name:  
\_\_\_\_\_

By: \_\_\_\_\_(SEAL)

Agent's Address:  
\_\_\_\_\_  
\_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT 1 – DRAWINGS**

See separate file titled 22-014 Exhibit 1 – Drawings