



CECIL COUNTY PUBLIC SCHOOLS PURCHASING DEPARTMENT

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

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Serving Learners, Families, and the Community

Jeffrey A. Lawson, Ed.D.
Superintendent of Schools

Diana B. Hawley
President, Board of Education

NOTICE TO CONTRACTORS

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

CCPS Bid #24-12 Refuse & Recycle Removal January 25, 2024 2:00 PM (ET) Local Time

Sealed proposals for all labor, materials, equipment, transportation, and services necessary for the **CCPS Bid #24-12: Refuse & Recycle Removal**, will be received in the Purchasing Department, Cecil County Public Schools (CCPS) by **January 25, 2024 - 2:00 PM (ET), Local Time** at which time they will be publicly opened. All proposals 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 proposal and plainly marked "**Bid #24-12: Refuse & Recycle Removal – DUE: January 25, 2024 - 2:00 PM (ET), Local Time**".

The Cecil County Public Schools will not be responsible for the premature opening of a bid not properly addressed and identified. Should the Central Office close due to an **unexpected circumstance**, the bid opening will be on **January 26, 2024, at 2:00 PM (ET), Local Time**. Note: The closing of schools does not constitute the closing of the Central Office Building. Please see the Cecil County Public Schools website: www.ccps.org/, for details on closings and an up-to-date schedule.

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

Copies of the RFP document may be obtained from www.ccps.org/Page/458. If you have any questions about downloading please email procurement@ccps.org. Proposers obtaining the documents from the website are encouraged to review the website frequently to learn of any changes that may be made. Interested Bidders/Proposers are solely responsible for obtaining all relevant documents for CCPS solicitations, including, but not limited to: ITB/RFP/RFI documents, addenda, attachments, drawings, and appendices. Information and documents may be posted on the due date of the solicitation.

Questions regarding this Bid must be sent and received by e-mail only, noon 12:00 PM (ET), January 16, 2024, to Kay Porter, in the Purchasing Department, Cecil County Public Schools at procurement@ccps.org. An acknowledgment of receipt of the e-mail will be sent by return e-mail to the sender.

Answers to the questions will be addressed in an addendum and posted by Wednesday, **January 19, 2024**, on eMaryland Marketplace at procurement.maryland.gov.

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

CCPS Bid #24-12 Refuse & Recycle Removal

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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 bidder / proposer to whom this contract is awarded.
- Contract - It is the intent of the Owner that should this bid/offer be accepted and awarded, the General Conditions, Specific Conditions, Addenda, Forms indicated as required, and the Purchase Order, will become the Contract.
- Addenda are written or graphic instruments issued prior to the bid/proposal due date, which modify or interpret the bid/proposal documents, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Document.

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/proposal opening, unless otherwise indicated in the request for bids/proposals. 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 bidders/proposers.

Access to Technical Information and Pricing: Bidders/Proposers 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.

Brand Identification: Items contained within this ITB/RFP may use product specifications and item descriptions which include brand names, manufacturer names or model numbers. Bidders/proposers must choose which specific brand, manufacturer or model number for the items and/or services to offer. CCPS will be the sole determinant of which item(s) are an "approved equal" during the evaluation process after bids/proposals have been submitted.

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.

Data Reporting: In order to maintain compliant with Maryland law 7-910 and audit procedures, CCPS requires all vendors to submit a **VPAT**, a **SOC2 REPORT**, and complete a **DATA-SHARING AGREEMENT**.

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, 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 and unable to be awarded.

Facsimile or Electronic Offers: All bids/proposals must be delivered in a sealed envelope with originals signed by an officer capable of committing the proposer 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 in Cecil County.

Informalities: An informality is defined as a requirement of the specifications that is needed for informational purposes only. 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: Obtaining the specified Insurance Certificates is a requirement and work must not commence until coverages at the level required have been obtained at the contractor's

expense. The contractor must not allow any subcontractor to commence work until similar insurance coverages required of the subcontractor have been obtained and approved by the contractor.

Minority Business Enterprise: Minority Business Enterprises are encouraged to participate in this solicitation. If the Bidder/Proposer has a plan for the Utilization of Minority Businesses, please provide information with the 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 forms, 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 they understand that collusive proposing is a violation of federal/state law.

Offer Acceptance Period: Bids/Offer are irrevocable offers 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 IFB or RFP. 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 the 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.

Protests: All protests must be in writing and must be delivered to the Assistant in Purchasing or Purchasing Specialist at the address listed on the Invitation to Bidder/Proposer. A protest of a solicitation must be received in writing only within ten (10) business days after the protest of award.

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 Board of Education reserves the right to accept this bid/proposal in part, in whole, or in any way it 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" document, 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 Purchasing Agent 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 submitting a bid/proposal must submit it in a sealed envelope addressed to the 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 submitting the bid/proposal and plainly marked with the title, bid/proposal number, and the time and date the bid/proposal is due, as indicated in the Notice to Bidders/Request for Proposals. CCPS is not responsible 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. 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 for any of the products or services furnished under this contract.

Rights and remedies: 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 ADA accommodations to attend the solicitation pre/bid or opening should notify the Purchasing Office, at (410) 996-5429 no later than one (1) week prior to the published pre-bid/proposal or 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 bids 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 a 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 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/proposer 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 will not relieve the bidder's/proposer's company from any obligation under their proposal as submitted.

Adjustments to Contract: After the 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 Purchasing Office. In the event that the Contractor is unable to deliver the goods and services of the contract 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. The contractor must contact the Purchasing Office within 48 hours in writing prior to such changes to ensure they are acceptable and in agreement with the Purchasing Office. Any change permitted under the terms of this contract will be only as authorized by the Purchasing Agent/Specialist 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 Office.

Application: The Contractor understands and agrees that this Contract is entered into solely for the convenience and economic 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 Purchasing Agent/Specialist.

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 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 the 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/Proposal 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/Proposal 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, omissions, and alternates, etc., in the bid/proposal submission, may render the bid/proposal as non-responsive.

Certification of Compliance: The Owner requires compliance with all applicable provisions listed below including amendments or Executive Orders thereunder and implementing standards and regulations resulting from the following Acts:

Energy Policy and Conservation Act (PL 94-163); Provision of the Occupational Safety and Health Act, the National Occupational Safety and Health Act, Equal Employment Opportunity, Provisions of the Fair Labor Standards Act; Department of Labor Regulations (41 CFR Part 60), and Attachment O of OMB Circular A102.

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 bid or a sealed competitive proposal 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 specific 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 will be held responsible for, and will 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.

Data Storage: Data will not be stored outside the United States without prior, specific, informed written consent by Cecil County Public Schools (authorized Owner).

Data Collection, Use, and Sharing: Any data developed and gathered by a third party or software application becomes automatically the sole property of CCPS. Vendor will collect and use Cecil County Public Schools data only to fulfill its duties and provide services under the Agreement between the parties. The vendor will not share client data, including anonymized data, with or disclose it to any third party.

Exceptions to send data to affiliated subcontractors, agents, or third-party service providers of the Vendor as required to fulfill the purpose of the Agreement, may only be made with prior specific and informed written consent by Cecil County Public Schools.

Data Mining, Marketing, and Advertising: The vendor is prohibited from collecting Cecil County Public Schools data for any purposes other than those agreed to by the parties. Data mining or scanning of user or Board of Education content for the purpose of advertising or marketing to students, their parents/guardians, or Board of Education employees and staff is strictly prohibited.

Data Ownership: Any data developed and gathered by a third party or software application becomes automatically the sole property of CCPS.

Digital Tools Accessibility Compliance: CCPS is committed to ensuring that digital technology is accessible to individuals with disabilities. That is, give equivalent access to digital tools provided to students with disabilities to be independently usable by the student. It must enable the student to acquire the same information, participate in the same interactions, and access the same services as a student without disabilities, with substantially equivalent ease of use. The vendor guarantees that all digital tools supplied under this contract meet the accessibility requirements of WCAG 2.1 Level AA and conform to the most recent Section 508 standards for information technology accessibility under the Federal Rehabilitation Act of 1973. "Digital tool" is defined pursuant to the Education Article, § 7-910, Annotated Code of Maryland.

Maintenance and Support: During the contract, the vendor shall provide an updated completed Voluntary Product Accessibility Template (VPAT), also known as an Accessibility Conformance Report (ACR), ongoing maintenance and support for accessibility for provided digital tools including:

Accessibility Compliance Audit: The vendor will periodically conduct accessibility audits, at least annually, to ensure continued compliance with WCAG 2.1 Level AA. This audit should include a list of identified WCAG 2.1 Level AA violations and estimated remediation timeframes.

Accessibility Remediation: The vendor shall address any identified violations, conduct validation testing, and provide documentation of the testing results.

Accessibility Indemnification and Guarantees: The vendor agrees to indemnify and hold harmless CCPS from any costs, expenses, liabilities, or obligations arising from accessibility-related issues involving the digital tools provided under this contract. This indemnification includes the defense of any legal action or proceedings alleging non-compliance with federal or State of Maryland accessibility laws and regulations and payment of any resulting liabilities. This clause will survive the termination of the contract. Vendors failing to meet the equivalent access standards established under Subsection (a)(2) of Section 508 of the federal Rehabilitation Act of 1973 or WCAG 2.1 Level AA may face civil penalties stated in the Education Article, § 7-910, Annotated Code of Maryland.

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

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

Drug-Free Environment Policy: The Cecil County Public Schools is committed to a drug and alcohol-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 all employees, contractors, subcontractors, consultants, and all other persons on the property of the Board of Education of Cecil County to be drug-free. 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. 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.

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 workforce 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 that 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 is binding. No bidder should 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, (5) five business days prior to 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 ITB/RFP 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 foregoing, 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, goods, and services under provisions of the Contract issued as a result of this Bid or Request for Proposal 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 laws 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.

Any claim, dispute, or other matter in question, concerning a question of fact will initially be referred to the CCPS Contract Manager in writing. 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 CCPS Purchasing Department. The decision made by the CCPS Purchasing Department will be final and conclusive. The decision will be issued in writing to contractor.

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 monies due, or to become due the Contractor under the Contract, as may be considered necessary by the Purchasing Department, 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 Purchasing Department.

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 a discrepancy between the unit price and the total price, the unit price shall 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 the entity on behalf of CCPS by the award bidder. Bids must not be withdrawn or altered for a period of ninety (90) days after the opening thereof.

Multi-agency Participation: It is the intent of the Cecil County Public Schools to make this bid/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 the 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 correct invoice properly supported by signed delivery receipts. Invoices may be sent electronically to accountspayable@ccps.org.

Plan for Utilization of Minority Contractors: CCPS encourages the participation of Minority Contractors. Consideration for the award of the contract for a school building, improvements, supplies, or other equipment must be given to the lowest responsive/responsible bidder who conforms to specifications.

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. Contractors may request an increase according to the Consumer Price Index as specified below:

Consumer Price Index: Award Bidder(s) will have sixty - (60) days from the contract anniversary to submit a request for a Consumer Price Index (CPI) increase for the item bid from the succeeding year. For calculating the CPI increase, use the Consumer Price Index for all Urban Consumers (CPI-U) for U. S. City Average; which has been in effect for two (2) months prior to the first day of the contract anniversary date. The column; PERCENTAGE CHANGE FROM 12 MONTHS AGO; will be used to determine the percentage of price adjustment, if any. For calculating the CPI adjustment, follow the instructions below:

Step 1 - Access the U.S. Bureau of Labor Statistics website at the following internet address:
<http://www.bls.gov/cpi/home.htm>

Step 2 - Select the drop-down just under Bureau of Labor Statistics titled "Databases & Tools".

Step 3 - From the Databases and Tools drop-down and under "Data Retrieval Tools" select Top Picks.

Step 4 - Go down to Price Indexes and put a check in the box next to CPI for All Urban Consumers

(CPI-U) 1982-84=100 (Unadjusted) and then go to the bottom of the page and select "Retrieve data".

Step 5 - Near the top of the page, select More Formatting Options;. Put a check in the box for 12-Month

Percent Change [unselect all others in that group] and then click Retrieve Data. The file can be downloaded into an Excel worksheet.

Basis for Adjustment - Adjustment shall be based on the average of the 12-month percentage published by the U.S. Bureau of Labor Statistics at the time of the request. [e.g., an adjustment request is submitted on October 5, 2004; the contract anniversary date is October 1, 2004; the BLS has published data up to August 2004; the requested price adjustment would be based on the average from September of 2003 to August 2004...effective October 2, 2004; this calculation shall include monthly BLS data labeled as "preliminary"]

Unit Price Change - Information Required: The following information shall be provided to Cecil County Public Schools, Purchasing Department, 201 Booth Street, Elkton, MD 21921.

The CPI increase is NOT automatic, as the Award Bidder(s) must request the increase. Indicate the Bid Number, Item Number from the Bid document, Current unit price, New/proposed price, supporting documentation from the CPI and from the manufacturer.

Validation and Decreases - CCPS shall validate the requested item and unit of measure percentage and/or dollar adjustment. CCPS may also review the CPI and reserves the right to decrease commodity prices if such adjustment is reflected in CPI data.

Price Acceptance or Rejection – CCPS reserves the right to accept or reject any price increase within 30 days. If the price increase is rejected, the contract for the item(s) shall be terminated thirty (30) days from the date of the rejection letter.

Purchaser's Right of Selection: It is the responsibility of the Purchasing Department of the Cecil County Public Schools (CCPS) to evaluate offers and recommend awards. The Owner reserves the right to accept or reject bids/proposals in part, in whole, or waive any informalities that the Board of Education determines will best serve its purposes. The Owner reserves the right to accept a higher bid/proposal that complies with the intent of the bid/proposal 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. In awarding the bid/proposal, consideration will be given to any previous performance for the Owner as to the quality of products, goods, and services; and to the bidder's or proposer's ability to perform if awarded the bid/proposal.

Qualification/References 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 by the Purchasing Department 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 CCPS technology-based instructional products (instructional software, online resources, and computer-based equipment) must be consistent with Section 508 federal Rehabilitation Act, of 1973 Maryland Subpart B Technical Standards, and the most recent revision of Web Content Accessibility Guidelines (WCAG) Standards at level AA, for accessibility by students and staff, with disabilities.

Per MD Code 7-910, Equivalent access includes the ability to receive, use, and manipulate information and operate controls necessary to access and use information technology, including by nonvisual means, so that a student with disabilities can access the same services as a student without disabilities with substantially equivalent ease of use.

Requests for bids, proposals, procurement contracts, and grants will follow established procedures for evaluating compliance with 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 shall 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

1

CECIL COUNTY PUBLIC SCHOOLS INSURANCE REQUIREMENTS

11.1 "Contractor's Liability Insurance"

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

11.1.1 General Insurance Requirements

.1 The contractor shall not commence work until he has obtained at his own expense all of the insurance as required hereunder and such insurance has been approved by the Owner; nor shall the contractor allow any subcontractor to commence work on his 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 shall 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 shall furnish subcontractors' certificates of insurance to the Owner immediately upon request.

.3 All insurance required hereunder shall 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 shall 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 and/or approval of any insurance by the Owner shall be construed as relieving or excusing the contractor, or the surety, or his 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, shall so state this. Coverage afforded under this paragraph shall 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 shall continue in full force and effect until the contractor completes all of the work required under the contract, except that indemnification shall 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 shall 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 shall 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 shall have the absolute right to terminate the contract without any further obligation to the contractor, and the contractor shall 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 shall 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 shall 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 bids. 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 shall be disclosed by the contractor, and any deductible amounts are the responsibility of the contractor.

For the duration of this contract, the contractor shall 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 shall 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 3

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 shall 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

These Conditions and Specifications are intended to cover all related services for REFUSE REMOVAL, including, but not limited to, equipment, materials, labor, fuel, insurance, landfill and recycling fees, etc. for Cecil County Public Schools.

Intent:

- These Specific Conditions are intended to cover the pickup and disposal of trash and recyclable items from locations owned and/or operated by the Owner.
- Pickup will involve picking up the Owner's trash following a schedule similar to the attached schedule with a truck that will contain only the Owner's trash.
- Two (2) Trash and One (1) recycling pickup is required per week during the school year.
- Monday and Thursday or Tuesday and Friday Refuse pickups. The summer schedule is modified.
- See the current schedule for more details

Containers:

- The contractor is to supply at least one (1) or more refuse and recycling containers of four (4) cubic yards or larger, as indicated for each location on the attached schedule.
- Required numbers of pickups per week, per location, are indicated on the schedule, including the size containers now in use. These requirements may change by location as needed.
- Lockable containers must be in good condition and provided upon request.
- The pickup area and containers shall be maintained in a sanitary manner and in good condition at all times by the Contractor.
- Containers shall be inspected and repaired as needed by the Contractor within one week of notice.
- Containers must be new/like-new or refurbished and properly maintained by the contractor.

Additional Pickups: If additional pickups are required at any location, the Contractor will be notified by the Owner. The cost of these additional pickups will be at the same cubic yard rate as the scheduled pickups. Pickups in July and August will be coordinated with the Owner and may be fewer than during the months when schools are in session. Pick-up shall occur within 24 hours of notice.

Additional Locations: New schools and/or locations within Cecil County may be added to the regular schedule of pickups at no additional charge to the Owner, other than the cost of the cubic yards picked up at their location invoiced at the same rate as all other locations.

Deleted Locations: Schools and/or locations may be removed from the schedule of pickups at no penalty to the Owner.

Missed and Late Pickups: Missed and Late pickups will be deducted from the monthly invoice. The contractor will be charged an additional \$200 for each missed or late pickup. This amount will be deducted from the monthly invoice. A missed pickup will be defined as a pickup not completed on the same calendar day as regularly scheduled. Inclement weather and holidays are excluded from these provisions.

It is the Owner's responsibility to keep the container area free from vehicles; however, if the container is blocked, the Contractor shall call the main office of the school location and then give at least 5 minutes to move the vehicle.

Acknowledgment: By signing the Bid Form, the Contractor certifies that it has, or will have by July 1, 2024, all specified containers in sufficient quantity and sufficient personnel and equipment to perform as stated herein. The Owner may make whatever inquiries it sees fit, including, but not limited to, inspection of the facilities and equipment of the Contractor, to ensure that Contractor is able to perform satisfactorily.

Award Bidder: The Awarded Bidder shall provide the items and perform the services with a high standard of care, skill, and diligence required by CCPS in the performance of this contract. Notwithstanding any review, approval, acceptance, or payment for the services by CCPS, the Contractor shall be responsible for the professional and technical accuracy of its work performed and the billing accuracy for the Owner under this agreement.

The Awarded Bidder shall and 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 frames herein specified, in accordance with the provisions of this bid and any and all supplemental specifications. The Contractor shall observe, comply with, and be subject to all terms conditions, requirements, and limitations of the Bid and Specifications and shall complete the entire work to the complete satisfaction of the Board of Education. Awarded Bidder shall be required under Article 56, Section 270(4), of the Annotated Code of Maryland, to provide proof of Certificate of Registry.

Should the awarded bidder fail to meet the requirements of the bid specifications, the contract shall be subject to review by the Purchasing Department. If there is sufficient deviation in service, the award bidder shall meet with CCPS representatives to review the concerns and issues and develop a mutually agreed period of time for correction action of service deficits. Failure to resolve service deviations shall result in the cancellation of the contract.

Award of Bid: A Bid award will be made to one Contractor for all locations. The bid award will be made in its entirety to the low-responsive and responsible bidder complying with all the provisions of the Bid, provided the bid price is reasonable and it is in the best interest of the Owner to accept it. The award will be based on the estimated quantities listed herein.

- CCPS reserves the right to reject any bid if the evidence submitted by a bidder, or from the investigation of such bidder, fails to satisfy CCPS that such bidder is qualified to perform the obligations of the contract.
- CCPS reserves the right to reject the proposal of any bidder who has previously failed to perform adequately after having once been awarded a prior bid for furnishing similar services as those required in this solicitation.
- If a Contractor is terminated from this contract due to failure to correct any ongoing performance problem(s) within a reasonable amount of time as determined by the Owner, the Owner reserves the right to award to the next lowest conforming bidder at their original bid price.
- Provide three (3) current business references (the form is attached) from a similar-sized organization or business.

Bid Price:

- Unit prices shall be per cubic yard as a cost to the Owner. Prices shall have two (2) decimal places only and in U.S. dollars. For example: \$1.30 per cubic yard.
- The County Government landfill fees apply and are included in the unit price. This proposal must reflect only the charges for the pickup service (based on a per cubic yard rate) landfill charges and any other fees associated with the Refuse Removal Services.
- A Proposal price that reflects only a once-a-week pickup, or other significant variations on the schedule list, will not be accepted.

Billing:

The Contractor shall provide a Summary Invoice and an Itemized Invoice by month as described below. Itemized Invoices, formatted/sorted by location shall be forwarded by email in an editable Excel format. Failure to invoice as required may delay payment. All invoices shall be sent to the Contract Manager or their designee for payment.

- The monthly **Summary Invoice** must include the following for all locations:
 - a) Total Number of Containers Picked-Up
 - b) Total Number of Cubic Yards Picked-Up for Refuse
 - c) Total Number of Cubic Yards Picked-Up for Recycling
 - d) Total Cost for All Locations, Refuse, and Recyclables: [(b + c) x unit price(s) = d]

- The monthly **Itemized Invoice shall be Sorted By Location** including the following:
 - a) Date of Each Pickup (by Location) with Total Volume in cubic yards
 - b) Indicate whether Pickup for the Date was Refuse or Recycling
 - c) Total Cost for Each Day (by Location)
 - d) Ticket Number used by Contractor for each pick-up or location
 - e) Total Volume of Refuse (by Location)
 - f) Total Volume of Recyclables (by Location)
 - g) Total Cost (by Location)
 - h) Aggregate Cost of all Locations

Summary Invoice Total = Itemized Invoice Aggregate Total

- Pickup shall be defined as picking up and dumping container contents.
- Invoices must be accurate as verified by CCPS to be accepted for payment.

Clarifications: Any contractor 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 Manager or Purchasing Agent, no fewer than five working days before the time and date the offers are due.

Contract Manager: Tom Vandyke, Associate Director of Facilities, or their designee, will be the Contract Manager. Interested Bidders shall not contact the Contract Manager prior to the submittal or Award of Contract notification. Questions shall be addressed by the Procurement Administrator only.

Contract: If this bid is recommended for award by the Purchasing department and approved by the Cecil County Board of Education, it shall become the contract. It is anticipated that this solicitation will go to the February 7, 2024, Board of Education meeting for approval with a start date of July 1, 2024.

Care of Site: Any damage to CCPS property by the Contractor shall be repaired at the Contractor's expense to the satisfaction of the Cecil County Public Schools. Any property that has been damaged by use of the supplies as intended by the manufacturer, or by the contractor's delivery vehicle shall also be removed and replaced at the Contractor's expense.

Quantities: Quantities indicated are for CCPS only and are subject to change and/or deletion; intended for estimation purposes only. The awarded bidder must allow other Cecil County entities to piggyback this bid. Cecil College may wish to piggyback this contract.

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, the Contractor agrees to provide for the needs of the Owner prior to maintaining its other customer obligations.

Price Adjustment: Price adjustment may be considered on the anniversary date of each year. Any approved price adjustment will take effect at least 60 days in advance of the anniversary date. Any request for adjustment must contain sufficient rationale for the Owner to determine if the increase/decrease is reasonable. Any request by either the Owner (for a decrease) or the Contractor (for an increase) must be made in writing no later than 60 days before the anniversary date of service to allow for a re-bid of the Contract, if necessary.

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

Hours of Pickup: No pickup of containers will be permitted on school days between the hours of 7:30 a.m. and 9:30 a.m. or between the hours of 2:00 p.m. and 4:00 p.m.

Noise Ordinances: The contractor is required to observe each Town and Cecil County noise ordinance, especially regarding early morning pickups. It is the Contractor's responsibility to be aware of these ordinances. In many instances, the pickup location adjoins residential areas that are not within town limits. It is expected that the Contractor will be respectful of those nearby residents, even if those residents are not within the area affected by the requirements of the noise ordinance.

Schedule of Pickups: Please refer to the attached schedule of pickups. This is the current schedule followed by the Contractor. For pricing purposes of this Bid, assume that this schedule will continue to be followed.

Startup of Service: If there is a transition from one Contractor to another Contractor with the award of this bid, the new Contractor agrees to work in cooperation with the Owner's current contractor to provide uninterrupted service to the Owner. However, it is the full responsibility of the Awarded Contractor to ensure that there is no lapse in service to the Owner from the date indicated as the start of the Contract. Liquidated damages will be imposed at a rate of **\$1500.00** per weekday until **ALL** locations are operational with dumpsters provided and ready for their intended use.

Term of Contract: This contract will be effective approximately July 1, 2024, and continue for one (1) year. An Award Letter will be issued on or about February 9, 2024, to notify the awardee to begin preparation for the mobilization of resources and containers as needed for the new Bid Award/Contract. At the conclusion of the initial one (1) year term, if service has been satisfactory, upon mutual agreement between the Owner and Contractor, the contract may be renewed annually for up to five (5) one-year additional terms.

Owner's Right to Cancel: For failure to make pickups, insufficient containers available for use, continuous property damage, poor administrative procedures, or for any other just cause, the Owner reserves the right to cancel this Contract. In case of default by the Contractor, the Owner may, after written notice to the Contractor, procure the services from other sources and hold the Contractor responsible for any and all additional costs exceeding this contract. If the Contractor fails to meet any of the terms in these specifications, this may cause the Contract to be canceled.

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, and 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, the 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.

Landfill: Any costs leveled by the Cecil County Government against the Contractor for co-mingled trash or loads that do not contain only the Owner's trash, are the sole responsibility of the Contractor and neither those costs nor any additional costs may be passed on to the Owner. Any dispute between the Contractor and the Cecil County Government regarding this issue must be resolved by the Contractor without any assistance from the Owner.

Recycling: It is the intent of the Owner to participate fully, to the best of its ability, in the single-stream recycling effort of the Cecil County Department of Public Works Landfill. Over the term of this contract, as the Cecil County Department of Public Works requests further participation, it will be required that the Contractor cooperate fully with the Owner and the Cecil County Department of Public Works to implement whatever changes are necessary, at minimal cost to the Owner.

Trucks:

- Only bids that use front-end pickup vehicles will be considered.
- The contractor must have more than one truck available to service this contract. In the event that one Contractor's truck is out of commission, another must be immediately available to continue pickup service to the Owner.

Payment by Credit Card: The contractor must be willing to accept payment for services rendered by Visa credit card or ACH.

To be Returned with Offer: The following must be returned as an offer complete with original signature:

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 – Addenda if issued
6. One copy of - Registered Sex Offender Form
7. One copy of - References
8. One copy of – Bid Form

END OF SECTION

OFFER AND ACCEPTANCE FORM

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

Ladies and Gentlemen:

We have examined and understand the Instructions and Conditions for the furnishing and delivering **CCPS Bid #24-12: Refuse & Recycle Removal.**

We agree to furnish and deliver those items for which our quote is accepted, in compliance with the terms, Instructions, and Conditions, contained herein, at the price set opposite each item on the attached Pricing Form.

Proposals are an irrevocable offer for ninety (90) days after the bid opening time and date.

COMPANY _____

ADDRESS _____

Date

Signature of Official

Telephone Number

Printed Name of Official

Fax Number

Title of Official

Taxpayer ID. Number

E-mail

e-Maryland Marketplace 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 shall be disqualified from entering into a contract with any county or other subdivision of the State. Every business entity upon submitting a quote or otherwise applying for a contract shall 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 VENDOR/CONTRACTOR

_____ 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 Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTION FOR DEBARMENT CERTIFICATION)

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 agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall 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 prospective 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 prospective lower tier participant knowingly rendered 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, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective 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 meanings 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 prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall 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 prospective lower tier participant further agrees 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 transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon 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 shall 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 transactions covered under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters 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 / or 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 quotation.

I state that:

- (1) The price(s) and amount of this quotation have been arrived at independently and without consultation, communication or agreement with any other Vendor/Contractor or potential Vendor/Contractor.
- (2) Neither the price(s) nor the amount of this quote, and neither the approximate price(s) nor approximate amount of this quote, have been disclosed to any other firm or person who is a Vendor/Contractor or a potential Vendor/Contractor; and they will not be disclosed before proposal opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from quoting on this contract, or to submit a quotation higher than this quote, or to submit any intentionally high or noncompetitive quote or other form of complementary quotation.
- (4) The quote 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 quote.
- (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 quoting on any public contract, except as follows:

I state that _____ understands and acknowledges that the above
(Name of my firm)
representatives are material and important and will be relied on by CECIL COUNTY PUBLIC SCHOOLS in awarding the contract(s) for which this quote is submitted. I understand, and my firm understands, that any misstatement in this affidavit is, and shall be, treated as fraudulent concealment from CECIL COUNTY PUBLIC SCHOOLS of the true facts relating to the submission of quotation of this contract.

(Name and company position)

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

Notary Public

My commission expires _____

Name of Company, Corporation or Firm

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/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 Vendor/Contractor, the Award Vendor/Contractor 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 Vendor/Contractor 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 Vendor, 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 shall 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 shall 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

REFERENCES

Provide three (3) references from current or recent customers of a similar size and scope. Include references in the bid submittal. Please include name, address, telephone and fax numbers, email address, and the name of the contact person. Public agencies and K-12 Public School system are preferred as references.

Reference #1

Brief Description of Organization:

Organization's name:

Representative's Name (____) _____
Representative's Phone # _____
Email Address

Reference #2

Brief Description of Organization:

Organization's name:

Representative's Name (____) _____
Representative's Phone # _____
Email Address

Reference #3

Brief Description of Organization:

Organization's name:

Representative's Name (____) _____
Representative's Phone # _____
Email Address

Authorized Signature Date

SCHEDULE PICKUPS**Total Cubic Yards: 650**

SITE	REFUSE	RECYCLE	TOTAL UNITS
CHARLESTOWN ELEMENTARY SCHOOL	1-8y-Tues & Fri	1-8y-Thur	2
CECILTON ELEMENTARY SCHOOL	1-6y-Mon & Thur	1-8y-Fri	2
KENMORE ELEMENTARY SCHOOL	1-6y-Tues & Fri	1-8y-Thur	2
BAINBRIDGE ELEMENTARY SCHOOL	1-8y-Tues & Fri	1-8y-Thur	2
LEEDS ELEMENTARY SCHOOL	1-8y-Tues & Fri	1-8y-Thur	2
CHESAPEAKE CITY ELEMENTARY SCHOOL	1-8y-Mon & Fri	1-8y-Thur	2
CHERRY HILL MIDDLE SCHOOL	2-8y-Tues & Fri	1-8y-Thur	3
CONOWINGO ELEMENTARY SCHOOL	1-8y-Tues & Fri	1-8y-Thur	2
CECIL MANOR ELEMENTARY SCHOOL	1-8y-Tues & Fri	1-8y-Thur	2
CALVERT ELEMENTARY SCHOOL	1-8y-1-4y-Tues & Fri	1-8y-Thur	3
PERRYVILLE ELEMENTARY SCHOOL	1-8y-Tues & Fri	1-8y-Thur	2
HOLLY HALL ELEMENTARY SCHOOL	2-8y-Tues & Fri	1-8y-Tues	3
ELK NECK ELEMENTARY SCHOOL	1-8y-1-4y-Mon & Thur	1-8y-Thur	3
GILPIN MANOR ELEMENTARY SCHOOL	1-8y-Tues & Fri	1-8y-Thur	2
BAY VIEW ELEMENTARY SCHOOL	2-6y-Tues & Fri	1-8y-Thur	3
THOMSON ESTATES ELEMENTAR SCHOOL	2-8y-Tues & Fri	1-8y-Wed	3
NORTH EAST ELEMENTARY SCHOOL	1-8y-1-4y-Tues & Fri	1-8y-Thur	3
ELKTON MIDDLE SCHOOL	2-8y-Tues & Fri	1-8y-Thur	3
PERRYVILLE MIDDLE SCHOOL	1-8y-Tues & Fri	1-8y-Thur	2
RISING SUN ELEMENTARY SCHOOL	1-8y-1-4y-Tues & Fri	1-8y-Thur	3
RISING SUN MIDDLE SCHOOL	2-8y-Tues & Fri	1-8y-Thur	3
NORTH EAST MIDDLE SCHOOL	2-8y-Tues & Fri	1-8y-Thur	3
PERRYVILLE HIGH SCHOOL	2-8y-Tues & Fri	2-8y-Thur	4
NORTH EAST HIGH SCHOOL	2-8y-Tues & Fri	1-8y-Thur	3
ELKTON HIGH SCHOOL	2-8y, 1-4y-Tues & Fri	3-8y-Thur	6
BOHEMIA MANOR HIGH SCHOOL	3-8y-Mon & Thur	1-8y-Fri	4
RISING SUN HIGH SCHOOL	2-8y-Tues & Fri	1-8y-Thur	3
SCHOOL OF TECH	2-8y-Tues & Fri	2-8y-Thur	4
CARVER CENTER	1-4y-Tues & Fri	1-8y-Thur	2
ADMIN. SERVICES CENTER	1-8y-Tues & Fri	1-8y-Thur	2
CECIL ALTERNATIVE PROVIDE	1-6y-Tues & Fri	1-4y-Thur	2

SCHEDULE PICKUPS

SITE	ADDRESS	REFUSE	RECYCLE	TOTAL UNITS
BAINBRIDGE ELEMENTARY SCHOOL	41 PRESTON DR	1-8y-Tues & Fri	2-8y-Thur	3
BAY VIEW ELEMENTARY SCHOOL	910 NORTH EAST RD	1-8y-Mon & Thur	2-8-Weds	3
CALVERT ELEMENTARY SCHOOL	79 BRICK MEETINGHOUSE RD	1-8y-Tues & Fri	1-8y-Thur	2
CECIL MANOR ELEMENTARY SCHOOL	971 ELK MILLS RD	1-8y-Tues & Fri	2-8y-Thur	3
CECILTON ELEMENTARY SCHOOL	251 W MAIN ST	1-6y-Mon & Thur	1-8y-Thur	2
CHARLESTOWN ELEMENTARY SCHOOL	550 BALTIMORE ST	1-8y-Tues & Fri	1-8y-Thur	2
CHESAPEAKE CITY ELEMENTARY SCHOOL	2801 Augustine Herman HWY	1-8y-Mon & Thur	1-8y-Thur	2
CONOWINGO ELEMENTARY SCHOOL	471 ROWLANDSVILLE RD	1-8y-Tues & Fri	2-8y-Thur	3
ELK NECK ELEMENTARY SCHOOL	41 RACINE SCHOOL RD	1-8y-Mon & Thur	1-8y-Thur	2
GILPIN MANOR ELEMENTARY SCHOOL	203 NEWARK AVE	1-8y-Tues & Fri	1-8y-Thur	2
HOLLY HALL ELEMENTARY SCHOOL	233 WHITE HALL RD	1-8y-Tues & Fri	1-8y-Thur	2
KENMORE ELEMENTARY SCHOOL	2475 SINGERLY RD	1-6y-Tues & Fri	1-8y-Mon	2
LEEDS ELEMENTARY SCHOOL	615 DEAVER RD	1-8y-Tues & Fri	1-8y-Thur	2
NORTH EAST ELEMENTARY SCHOOL	301 THOMAS AVE	1-8y - Mon & Thur	1-8y-Mon	2
PERRYVILLE ELEMENTARY SCHOOL	901 MAYWOOD AVE	1-8y	1-8y	2
RISING SUN ELEMENTARY SCHOOL	500 HOPEWELL RD	1-8y-Tues & Fri	1-8y-Thur	2
THOMSON ESTATES ELEMENTARY SCHOOL	203 E THOMSON DR	1-6y-Tues & Fri	2-8y-Thur	3
CHERRY HILL MIDDLE SCHOOL	2535 SINGERLY RD	1-4y-Tues & Fri	2-8y-Mon	3
ELKTON MIDDLE SCHOOL	615 NORTH ST	1-8-Tues & Fri	2-8y-Wed	3
NORTH EAST MIDDLE SCHOOL	200 E CECIL AVE	2-8y-Mon & Thur	2-8y-Thur	4
PERRYVILLE MIDDLE SCHOOL	850 AIKEN AVE	1-6y-Tues & Fri	2-8y-Thur	3
RISING SUN MIDDLE SCHOOL	289 PEARL ST	1-8y-Tues & Fri	1-4y-2-8y-Thur	4
BOHEMIA MANOR HIGH SCHOOL	2755 AUGUSTINE HERMAN HWY	2-8y-Mon & Thur	2-8y-Thur	4
ELKTON HIGH SCHOOL	110 JAMES ST	2-4y-Mon & Fri	3-8y-Thur	5
ELKTON HIGH SCHOOL	110 JAMES ST	1-8-Tues & Fri		1
NORTH EAST HIGH SCHOOL	300 IRISHTOWN RD	2-8y-Mon & Thur	2-8y-Thur	4
PERRYVILLE HIGH SCHOOL	1696 PERRYVILLE RD	2-8y-Tues & Fri	2-8y-Thur	4
RISING SUN HIGH SCHOOL	100 TIGER DR	2-8y-Tues & Fri	1-8y-Thur	3
SCHOOL OF TECH	912 APPLETON ROAD	2-8y-Tues&Fri	2-8y-Thur	4
CARVER CENTER	201 BOOTH ST	1-4y-Tues & Fri	1-8y-Thur	2

ADMIN. SERVICES CENTER	900 N EAST RD	1-8y-Mon	1-8y-1-4y- Weds	3
CECIL ALTERNATIVE PROVIDE	3035 SINGERLY RD	1-4y-Tues	1-4y-Mon	2

SCHOOL LOCATIONS

SCHOOL	Phone	Fax
ELEMENTARY SCHOOLS		
Bainbridge Elementary 41 Preston Drive, Port Deposit, Maryland 21904	410-996-6030	410-378-2583
Bay View Elementary 910 North East Road, North East, Maryland 21901	410-996-6230	410-287-8081
Calvert Elementary 79 Brick Meetinghouse Road, Rising Sun, Maryland 21911	410-658-5335	410-658-9130
Cecil Manor Elementary 971 Elk Mills Road, Elkton, Maryland 21921	410-996-5090	410-996-5647
Cecilton Elementary 251 West Main Street, Cecilton, Maryland 21913	410-275-1000	410-275-1271
Charlestown Elementary 550 Baltimore Street, Charlestown, Maryland 21914	410-996-6240	410-287-5373
Chesapeake City Elementary 214 Third Street, Chesapeake City, Maryland 21915	410-885-2085	410-885-2644
Conowingo Elementary 471 Rowlandsville Road, Conowingo, Maryland 21918	410-658-6673	410-378-2109
Elk Neck Elementary 41 Racine School Road, Elkton, Maryland 21921	410-996-5030	410-996-5648
Gilpin Manor Elementary 203 Newark Avenue, Elkton, Maryland 21921	410-996-5040	410-996-5412
Holly Hall Elementary 233 White Hall Road, Elkton, Maryland 21921	410-996-5050	410-996-5408
Kenmore Elementary 2475 Singerly Road, Elkton, Maryland 21921	410-996-5060	410-996-5467
Leeds Elementary 615 Deaver Road, Elkton, Maryland 21921	410-996-5070	410-996-5290
North East Elementary 301 Thomas Avenue, North East, Maryland 20901	410-996-6220	410-287-5016
Perryville Elementary 901 Maywood Avenue, Perryville, Maryland 21903	410-642-6540	410-642-2573
Rising Sun Elementary 500 Hopewell Road, Rising Sun, Maryland 21911	410-658-5925	410-658-7999
Thomson Estates Elementary 203 East Thomson Drive, Elkton, Maryland 21921	410-996-5080	410-996-5272
MIDDLE SCHOOLS		
Bohemia Manor Middle 2757 Augustine Herman Hwy., Chesapeake City, Maryland 21915	410-885-2095	410-885-2485
Cherry Hill Middle 2535 Singerly Road, Elkton, Maryland 21921	410-996-5020	410-996-5435
Elkton Middle School (38)	410-996-5010	410-996-5639

615 North Street, Elkton, Maryland 21921		
North East Middle 300 East Cecil Avenue, North East, Maryland 21901	410-996-6210	410-287-8240
Perryville Middle 850 Aiken Avenue, Perryville, Maryland 21903	410-996-6010	410-642-2692
Rising Sun Middle School 289 Pearl Street, Rising Sun, Maryland 21911	410-658-5535	410-658-9173
HIGH SCHOOLS		
Bohemia Manor High 2755 Augustine Herman Highway, Chesapeake City, Maryland 21915	410-885-2075	410-885-2485
Elkton High 110 James Street, Elkton, Maryland 21921	410-996-5000	410-996-5646
North East High 300 Irishtown Road, North East, Maryland 21901	410-996-6200	410-287-1256
Perryville High 1696 Perryville Road, Perryville, Maryland 21903	410-996-6000	410-642-2749
Rising Sun High 100 Tiger Drive, North East, Maryland 21901	410-658-9115	410-658-9121
Cecil County School of Technology 912 Appleton Road, Elkton, Maryland 21921	410-392-8879	410-392-8884
George Washington Carver Education Leadership Center 201 Booth Street, Elkton, MD 21921	410-996-5440	410-996-5471
Administrative Services Center 900 North East Road, North East, Maryland 21901	410-996-6250	410-287-4651

**Board of Education of Cecil County, Maryland
Purchasing Department
201 Booth Street
Elkton, Maryland 21921**

CCPS Bid #24-12: REFUSE & RECYCLE REMOVAL

BID FORM

Refuse Removal at all Locations (Unit Price) \$ _____ Per Cubic Yard

Recycling Removal at all Locations (Unit Price) \$ _____ Per Cubic Yard

Total Price: \$ _____ Total Price

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.

Acknowledgment of Addenda

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

Authorized Signature _____

Addendum #1 _____ Addendum #2 _____ Addendum #3 _____ Addendum #4 _____

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

Company/Contractor Name

Contract Representative

Address

Representative Phone # and Email

Address

Federal ID #

Authorized Signature / Date

Phone # and Email

Name Printed / Title
