

IFB 98815-201

CONDITIONS AND SPECIFICATIONS  
for  
FENCING JOB ORDER CONTRACT



Purchasing Department  
Wicomico County Public Schools  
2424 Northgate Drive  
Salisbury, MD 21801

(410) 677-4467

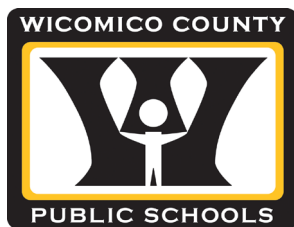
Wicomico County Public Schools (WCPS) prohibits illegal discrimination based on race, ethnicity, color, ancestry, national origin, religion, immigration status, sex, gender, gender identity, gender expression, sexual orientation, family/parental status, marital status, age, physical or mental disability, poverty and socioeconomic status, language, or other legally or constitutionally protected attributes or affiliations and provides equal access to the Boy Scouts and other designated youth groups. Discrimination undermines our community's long-standing efforts to create, foster, and promote equity, inclusion, and acceptance for all.

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BIDDING DOCUMENTS: The Bidding Documents consist of the following:

- 00030 – Notice to Bidders
- 00090 – Instruction to Bidders
- 00100 – General Conditions
- 00110 – Supplementary Conditions
- 00111 – Technical Form of Proposal Instructions
- 00300 – Form of Proposal - Technical
- 00301 – Form of Proposal - Pricing
- 00310 – Bid/Proposal Affidavit
- 00325 – Affidavit of Compliance
- 01000 – Scope of Work
- 01100 – Fencing Specifications

# BOARD OF EDUCATION OF WICOMICO COUNTY



DONNA C. HANLIN, Ed.D.  
SUPERINTENDENT OF SCHOOLS

P.O. Box 1538  
2424 NORTHGATE DRIVE  
SALISBURY, MD 21802-1538

410-677-4400  
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[www.wcboe.org](http://www.wcboe.org)

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## FENCING JOB ORDER CONTRACT

The Board of Education of Wicomico County will receive sealed bids for Fencing Job Order Contract work at various WCBOE sites in Wicomico County, Maryland, until 3:00 PM local time, October 27<sup>th</sup>, 2021. Bids received after that time will not be accepted, regardless of when they were mailed or given to a delivering carrier.

This is a multi-step Proposal (Bid). Step 1 is Technical Proposals. Step 2 Is Price Proposals. The Technical Proposal and Price Proposal are to be in separate sealed envelopes and are due at the same time as indicated above.

There will not be a Pre-bid Conference held.

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

**Brief Description of Work:** Work consists of repairing, installation and tear down of fences.

Bidding Documents will be posted as a .pdf at [Procurement / Documents \(wcboe.org\)](http://Procurement/Documents(wcboe.org)) or eMaryland Marketplace Advantage website <https://emma.maryland.gov>. Bidders must check WCBOE website before submission as all Addendum will be posted there. It is recommended that all bidders and subcontractors utilize full sets. Owner and Architect are not responsible for bidders and/or subcontractors not obtaining the information provided through the full set of contract documents.

Bids are to be delivered or mailed to the office of the Board of Education, to the attention of Greg Lathbury, Buyer II, in sealed envelopes marked conspicuously on the front "BID FOR FENCING JOB ORDER CONTRACT".

### **BID SUBMISSION BY HAND, MAIL OR COMMON COURIER BID FOR**

Wicomico County Board of Education  
Purchasing Department  
2424 Northgate Drive  
Salisbury, MD 21801

No Bidder may withdraw their bid within ninety (90) days after the date and time of bid opening. The Board of Education may extend the time and place for the opening of bids by facsimile notification to those known general contract bidders who have obtained copies of the plans and specifications through the Printer.

The Board of Education of Wicomico County reserves the right to reject any or all bids and waive formalities, informalities, and technicalities therein. The Board reserves the right to contact a Bidder for clarifications and may, at its sole discretion, allow a Bidder to correct any and all formalities, informalities and technicalities in the best interest of the Board. The Board reserves the right to utilize existing Board or Cooperative contracts in the best interest of the Board. The Board reserves the right to evaluate existing Board or Cooperative contracts as Bids in the best interest of the Board.

Mark E. Miller, C.P.M., CPPO  
Procurement Manager

## INSTRUCTIONS TO BIDDERS

1. CLARIFICATIONS: If any person who contemplates submitting an offer is in doubt as to the true meaning of any part of the Terms and Conditions, Bidding Documents, and/or Request for Proposal, he may submit to the Board a faxed or written request for an interpretation thereof, delivered into the hands of the Procurement Manager no fewer than two working days prior to the time and date the offers are due. The Board will not be responsible for any other interpretations or explanations of the Specifications.
2. EXCEPTIONS: It shall be the responsibility of the Contractor to include with his proposal a list and clarification of any deviations from or qualifications of the Terms and Conditions and Specifications. The list must be attached to the Form of Proposal.
3. INTERPRETATION OF THE TERM "EQUAL": The Board of Education of Wicomico County (Board) reserves the right to evaluate the quality of articles offered as alternate or equal, and reserves the right to reject any or all articles judged not equal.
4. DETERMINATION OF GRADE OR QUALITY: The Board reserves the right to award an item to other than the lowest proposal if, in its judgment, there is sufficient reason to believe that another item is a better grade, quality or that it will better serve the interests of the Board, whether based on product samples, objective test, subjective test, or experience.
5. EVALUATION OF BIDS: The Procurement Manager may request additional documentation during the evaluation of bids. This additional information may include, but is not limited to, the following:
  - a. Proposed Project Schedule per General Conditions;
  - b. Schedule of Values;
  - c. List of sub-contractors;
  - d. Financial reports;
  - e. Evidence of licensing of Prime contractor and sub-contractors; and/or
  - f. Evidence of insurance, bonding.
6. FAXED PROPOSAL SUBMISSIONS: All proposals must be delivered to the Purchasing Department with originals signed by an officer capable of committing the offeror to contractual relationships.  
**No faxed submission will be accepted.**
7. NO BID: If the Contractor elects to "No Bid" a No Bid should be filed with the Procurement Manager.
8. ANTI-COLLUSION: By signing this Form of Proposal, 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.
9. ANTI-BRIBERY/DEBARMENT: This procurement is subject to the Annotated Code of Maryland Finance and Procurement Article 16 concerning Debarment of Contractors. By signing this Form of Proposal, the offeror agrees that he understands and is in compliance with Article 16.
10. ASBESTOS CONTAINING BUILDING MATERIALS: By submitting a proposal for this project, the Contractor agrees that no asbestos containing building materials will be used in this project by any contractor, sub-contractor, or sub-sub-contractor.
11. TOBACCO-FREE SCHOOLS POLICY: All contractors, sub- contractors, and sub-sub-contractors must comply with the Board's tobacco-free schools policy "ADC". The policy states that "the sale or use of tobacco in any form is prohibited in all buildings and all outside seating areas owned or leased by the Board of Education of Wicomico County, at all times (24 hours a day, every day), regardless of whether or not students are present." The

## INSTRUCTIONS TO BIDDERS

policy also states that "the use of tobacco in any form is prohibited on school grounds during the official school day (7 a.m. to 5 p.m.)."

Any contractors, sub-contractors, or sub-sub-contractors "which do not enforce this tobacco-free policy may be ... declared in default of their contract."

12. CHILD SEX OFFENDER NOTIFICATION: Maryland law requires certain child sex offenders to register with the local law enforcement agency. One of the purposes of this law, found in Article 17.792, is to inform school systems when a child sex offender is residing or working in the area. When the child sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.

As a Contractor working for WCBE, we require that you do not employ convicted child sex offenders to work on projects for our school system if they, as a result, are required to perform delivery, installation, repair, construction or any other kind of services on WCBE property.

13. CRIMINAL BACKGROUND CHECK AND WORKER ASSIGNMENT:

A. Effective July 1, 2015, amendments to 6-113 of the Education Article of the Maryland Code further require that 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.

B. 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.

## INSTRUCTIONS TO BIDDERS

- C. IN ADDITION to the above requirements, Contractors shall comply with the requirements of 6-113.2 of the Education Article of the Maryland Code, regarding screening of applicants for employment.
- a. Effective July 1, 2019
  - b. MSDE Guidance for Md. Code, EDUC.6-113.2 (House Bill 486 – Child Sexual and Sexual Misconduct Prevention) can be found online at [www.marylandpublicschools.org](http://www.marylandpublicschools.org).
  - c. Submission of Section 000325 Contract Affidavit (HB 486/SB 541 Compliance) is required to be submitted prior to award of contract.
14. **A/E SERVICES:** The Board is not responsible for A/E Services requested by the Contractor unless such services are approved by the Project Manager prior to the performance of the A/E Service.
15. **INSPECTION SERVICES - OVERTIME:** The Contractor shall reimburse the Owner for all additional engineering and/or inspections services fees incurred as a result of Contractor's approved request to work overtime. The procedure for request and approval of overtime is outlined in detail Bidding Documents.
16. **BID/PROPOSAL AFFIDAVIT:** In accordance with the State Procurement Regulation Mandatory Written Solicitation Requirements, CoMar 21.505.08.07, this bid/proposal requires a signed Bid/Proposal Affidavit. This affidavit is attached to the Form of Proposal. Submissions without this document may be considered non- responsive.
17. **TAXES:**
- a. Nothing in these Terms and Conditions and Specifications shall be construed as relieving the Contractor of his responsibilities in paying all applicable taxes.
  - b. Sales of materials used to improve the realty of government entities are taxable. The Maryland Sales and Use Tax Exemption Certificate of the Wicomico County Board of Education should not be used by contractors performing such work.
18. **MATERIALS:**
- Unless explicitly stated otherwise, all specified equipment and material comprising the work of this Contract, as being provided or furnished or installed, shall imply the inclusion of all components, hardware and accessories, required for complete installation and satisfactory operation as intended by the manufacturer. Wherever the method installation of any material is not explicitly specified, the installation shall be as recommended by manufacturer.
- Wherever in the Contract Documents it is provided that the Contractor shall furnish materials or equipment for which no detailed specifications are set forth, such materials or equipment shall be new and of the best grade for the respective purpose for which they will be used when incorporated in the work. Materials specified by reference to a number or symbol of a specific standard, such as A.S.M., Federal Specification, State Standard, Trade Association, or similar standards, shall comply with requirements in the latest revision thereof and any amendment or supplement in effect on the date of bid opening.
- None of the materials to be provided, furnished or installed on this project shall contain asbestos or any other "hazardous substance" as that term is defined by Federal or State law.
19. **SUBSTITUTIONS:**
- Only substitutions submitted with the bid will be considered. Those submitted after the bid date will not be considered.

## INSTRUCTIONS TO BIDDERS

Wherever in the drawings or specifications a material or product is called for by trade or brand names or manufacturer and model number, alternative items of equal quality and purpose may be proposed for use by the Contractor. The burden of proof of equality is on the Contractor, and he shall furnish all information and supplies necessary for the Architect (Engineer) and/or Project Manager and /or Owner to make a thorough evaluation of the proposed substitution. The Architect (Engineer) and/or Project Manager's and /or Owner's decision about the equality of the proposed substitution is final, and if the proposed substitution is not approved, the Contractor shall install the item called for. Proposed substitutions and any changes in adjacent work caused by them shall be made by the Contractor at no additional cost to the School Board.

Architect (Engineer) and/or Project Managers review of substitutions shall not relieve the Contractor from complying with the requirements of the drawings and specifications.

Where, because of short supply, any items of fabricated materials and/or equipment, indicated on drawings or specified, are unobtainable and it becomes necessary, with the consent of the Architect (Engineer) and/or Project Manager, to substitute equivalent items differing in details or design, the Contractor shall submit complete drawings and details indicating the necessary modifications of the work.

In the event the Contractor makes substitutions in materials, equipment, or designs, with or without the School Board 's approval, other than those authorized herein, the Contractor shall then assume full responsibility for the effects of such substitutions on the entire project, including the design, and shall reimburse the School Board for any charges resulting from such substitutions, including any charges for modifications in the work of other trades, and including any charges for additional design, plus reasonable and customary mark-ups.

### 20. NONDISCRIMINATION:

NONDISCRIMINATION CLAUSE: In accordance with the Annotated Code of Maryland, State Finance and Procurement Article 13-219, discrimination on the basis of sex, race, age, color, creed or national origin is prohibited under the terms of this contract by any contractor, sub-contractor or sub-sub-contractor.

Contractors and sub-contractors are required to include similar notification in all sub-contracts for other than standard commercial supplies or raw materials, and are required to post notice of this provision so that the notice will be available to the Contractor's and/or sub- contractor's employees and applicants.

### 21. MINORITY BUSINESS ENTERPRISE PROCEDURES:

The Wicomico County Board of Education (WCBE) encourages all qualified Minority Business Enterprises (MBE) to apply for certification with the Maryland Department of Transportation (MDOT).

All qualified MDOT Certified MBE's are encouraged to respond to this solicitation notice. WCBE encourages prime contractors submitting an offer to this IFB to develop a plan to utilize qualified MDOT certified MBE's as sub-contractors.

WCBE may request a copy of this plan when evaluating your proposal.

END INSTRUCTIONS TO BIDDERS



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## GENERAL CONDITIONS

### 1. DEFINITIONS:

Addendum: Written change or revision to the Bidding Documents issued to the prospective Bidders prior to the time of receiving bids.

Alternate: The sum to be added to, or deducted from, the Base Bid if the change in scope of work as described in Alternates is accepted by the Board.

Board: Wicomico County Board of Education also WCBE and WCBOE.

Furnish: Purchase and deliver to site of installation.

Holidays - The following days are recognized for Holiday Rates as appropriate:

New Year's Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas Day

Install: Fix in place, for materials; and fix in place and connect, for equipment.

Owner: The Board, authorized employees, and authorized representatives.

Secure: Obtain.

### 2. ARCHITECT (ENGINEER) AND/OR PROJECT MANAGER:

BOARD'S PROJECT MANAGER: All project correspondence, approvals, coordination, and contract administration shall be conducted through the Board's Project Manager. The Board's Project Manager shall have authority, as outlined in the Bidding Documents, to act as agent for the Board.

The Architect (Engineer) and/or Project Manager is responsible for the overall design of the Project and the final authority in judgments of aesthetic consideration. The working drawings, technical specifications, sketches and other data necessary to define the work covered by these Contract Documents have been prepared by the Architect (Engineer) and/or Project Manager. The Architect (Engineer) and/or Project Manager shall visit, inspect and observe the construction to determine general compliance with the Bidding Documents, and interpret the drawings and specifications consistent with their intent. He shall evaluate the shop drawings, samples and other submittals required in the technical specifications, and maintain an up-to-date log of all such items processed. The Architect (Engineer) and/or Project Manager will consult with the Board, Contractors, and any state, county or city agency having jurisdiction over the work whenever necessary to further the best interests of the Project.

Should any dispute arise respecting the true value of any work done, or any work omitted, or of any extra work which said second party may be required to do, or respecting the size of any payment to said second party during the performance of this contract, said dispute shall be decided by the Architect (Engineer) and/or Project Manager, and the decision of the latter shall be final and conclusive.

WCBOE will establish the Architect (Engineer) and/or Project Manager on the Purchase Order unless identified in the Bidding Documents.

## GENERAL CONDITIONS

### 3. CONTRACT DOCUMENTS:

The Bidding Documents as modified by any addenda shall become the Contract Documents upon award by the Board.

JOB ORDER CONTRACTS: A statement or Scope of Work (Technical Specifications) will be established at the time Purchase Order is issued.

UNIT PRICE CONTRACTS: A Statement or Scope of Work (Technical Specifications) will be established at the time the Purchase Order is issued.

The Contract Documents shall include: Bid Addenda, the completed Form of Proposal, the Pricing Sheets, the completed Bond and Insurance forms, the Invitation to Bidders, Instructions to Bidders, General Conditions, Supplementary Conditions, Scope of Work (Technical Specifications), Drawings, Bidder's Questionnaire and any additional information required with the Form of Proposal. Any modification amending or extending the work shall be as binding as if originally included in the Contract Documents.

The Contract Documents are complimentary, and anything required by one shall be as binding as if required by all. In case of conflicts within the Contract Documents, the order of precedence of interpretation shall be those established in the Supplementary Conditions having priority. In case of conflict within the drawings, larger scale drawings shall govern smaller scale drawings, and written dimensions shall govern over scaled dimensions.

Should any discrepancy appear or any misunderstanding arise as to the importance of anything contained in the specifications or plans, the matter shall be referred to the Architect (Engineer) and/or Project Manager. Suitable instructions will be given or corrections made when any such error or omission is discovered. If, in the opinion of the Contractor, the construction details indicated on the drawings or otherwise specified are in conflict with accepted industry standards for quality construction and therefore might interfere with his full guarantee of the work involved, he is obligated to bring this information to the attention of the Architect and/or Project Manager for appropriate action before submittal of bid.

All lines and planes appearing on contract drawings to be horizontal or vertical and not explicitly indicated otherwise shall be constructed true and plumb. All lines and planes appearing on contract drawings to intersect at right angles and not explicitly indicated otherwise shall be constructed at true right angles. Where details are indicated covering specific conditions, such details also apply to all similar conditions not specifically indicated.

The Specification Standards of the various sections of the Technical Specifications shall be the procedural, performance, and material standards of the applicable association publications identified and shall be the required minimum level of installation, materials, workmanship, and performance for the applicable work. Except where a specific date of issue is mentioned hereinafter, references to Specification Standards shall mean the edition, including amendments and supplements in effect on the date of the "Invitation to Bidders". Where no standard is identified and a manufacturer is specified, the manufacturer's specifications and products are the standards. All standards shall be subordinate to the requirements of the Codes. (See "Codes and Regulations" article.)

Wherever in the Technical Specifications an article, device or piece of equipment is referred to in the singular number; such reference shall include as many such items as are shown on Drawings or required to complete the installation.

## GENERAL CONDITIONS

### 4. INTENT OF DRAWINGS AND SPECIFICATIONS:

Drawings and specifications are to be read as an integrated document. The Contractor shall report to the Architect (Engineer) and/or Project Manager any discrepancies or errors which come to his attention.

Figured dimensions shall be followed in preference to scaled dimensions. The Contractor shall make all additional measurements necessary for the work and shall be responsible for their accuracy. Before ordering any materials or doing any work, each Contractor shall verify all measurements at the building and shall be responsible for the correctness of same.

It is the intent of the drawings and specifications to show and describe complete installations. Items shown but not specified, or specified but not shown, shall be included unless specifically omitted.

These specifications shall be deemed to include and require everything necessary and reasonably incidental to the completion of all work described and indicated on the drawings, whether particularly mentioned or shown, or not.

### 5. PRE-CONSTRUCTION CONFERENCE/PROGRESS MEETINGS:

The Architect (Engineer) and/or Project Manager may require a pre-construction conference and request additional meetings, drawings and details which are required to serve the Board. The following Project Management documentation shall be provided upon request:

- Project Schedule per General Condition 22 with activities in a Gant Chart;
- Schedule of Values with MBE firms indicated;
- Sub-contractor list with MBEfirms indicated;
- All required license, insurance and bonds.

The Prime Contractor and all Sub-contractors shall be represented by individuals that are authorized to commit the necessary resources to provide their portion of the project. Attendance at all Pre-construction and progress meets are mandatory unless prior approval is obtained from the Project Manager.

Upon the completion of the project the Project Manager will complete a Contractor Performance Evaluation. This evaluation will be shared with the contractor. The evaluation may be used as evidence of contractors ability to successfully perform future WCBOE contracts.

### 6. MASTER MANDATORY PROVISIONS:

Any material, item, or piece of equipment mentioned, listed or indicated without definition of quality, shall be consistent with the quality of adjacent or related materials, items, or pieces of equipment.

Any method of installation, finish, or workmanship of an operation called for, without definition of standard of workmanship, shall be followed or performed and finished in accordance with good practice and consistent with adjacent or related installations.

Any necessary material, item, piece of equipment or operation not called for but reasonably implied as necessary for proper completion of the work, shall be furnished, installed or performed and finished; and shall be consistent with adjacent or related materials, items, or pieces of equipment, and in accordance with good practice.

## GENERAL CONDITIONS

Names or numbered products are to be used according to the manufacturers' specifications, directions or recommendations unless otherwise specified.

### 7. RESPONSIBILITY OF THE GENERAL CONTRACTOR/CONTRACTOR:

It shall be the responsibility of the Contractor to notify his sub-bidders at the time of request for bids of all portions of the Bidding Documents and any parts of other sections of specifications or plans that the Contractor intends to include as part of the subcontract.

All contact with students should be avoided.

The Contractor shall submit verification of a company wide substance abuse policy upon written request by WCBOE.

The Contractor shall be held strictly responsible for the proper performance of all work covered by the Contract, including the work performed by himself and all his subcontractors.

The Contractor shall provide resumes, as part of the proposal, of Superintendents and Project Managers that the bidder intends to assign to work on WCBOE projects. Any changes thereafter must be submitted to the WCBOE Project Manager for review and approval.

The Contractor shall perform all the work required by the Contract Documents and furnish all labor, materials, plant, equipment, tools and appurtenances necessary to perform said work and complete it within the time specified. The Contractor shall at all times perform the work of this Contract in a competent and workmanlike manner and, if not specifically stated, accomplish the work according to the best standards of construction practice.

SUPERVISION: The Contractor shall employ a full-time competent, English speaking, superintendent and necessary assistants who shall have complete authority to act for the Contractor on all matters pertaining to the work. The superintendent shall be on-site at all times and remain on-site, through the duration of the project. The Project Superintendent and Project Manager must be accessible to the WCBOE Project Managers by cell phone. The superintendent shall be on-site 100% of time and remain on-site, through the duration of the project, unless prior authorization is obtained from the owner. The superintendent shall be satisfactory to the Architect (Engineer) and/or Project Manager and Board and, if not satisfactory, shall be replaced by the Contractor with one that is acceptable. Also, the superintendent shall not be changed without the consent of the Architect (Engineer) and/or Project Manager and Board unless the superintendent ceases to be employed by the Contractor.

Contractor shall make his own layout of lines and elevations and shall be responsible for the accuracy of both his and the subcontractors' work resulting there from. All dimensions affecting proper fabrication and installation of all contract work must be verified prior to fabrication by taking field measurements of the true conditions. The Contractor shall take, and assist subcontractors in taking, all field dimensions required in performance of the work, and shall verify all dimensions and conditions on the site. If there are any discrepancies between dimensions in drawings and existing conditions which will affect the work, the Contractor shall bring such discrepancies to the attention of the Architect (Engineer) and/or Project Manager for adjustment before proceeding with the work. The Contractor shall be responsible for the proper fitting of all work and for the coordination of all trades, subcontractors and persons engaged upon this Contract.

Contractor shall do all cutting, fitting, or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other contractors as shown, or reasonably implied by, the Drawings and Specifications for the completed structure, and he shall make good after that as the Architect (Engineer) and/or

## GENERAL CONDITIONS

Project Manager may direct. Any cost caused by defective or ill-timed work shall be borne by the party responsible there for.

DEMOLITION: When applicable, the Contractor shall remove and legally dispose all items except those identified by the Owner to be reinstalled, salvaged, or to remain the Owner's property.

### **8. REPORTING TO SCHOOL ADMINISTRATION:**

AT THE BEGINNING OF THE PROJECT, THE CONTRACTOR MUST NOTIFY THE BOARD'S PROJECT MANAGER AT LEAST 48-HOURS PRIOR TO ARRIVAL AT THE BOARD'S FACILITY, AND SCHEDULE THE ACTIVITIES.

ALL CONTRACTORS, VENDORS and/or EMPLOYEES, shall upon entering any WCBOE facility show proof of identification, sign-in and obtain a WCBOE numbered Contractor Security Badge and/or visitor's badge.

Upon the completion of the project, ALL Contractor Security Badges must be returned before final payment can be made. Contractors that can provide their own verifiable, managed security identification program MAY be exempt from this requirement. PRIOR approval by the WCBOE Project Manager is required.

If the Contractor considers it necessary or desirable to work on Saturday, Sunday or a holiday, he shall so notify the Board at least forty-eight (48) hours before the commencement of such work to provide the Project Manager the time necessary to make arrangements to allow Contractor access to the building.

### **9. USE OF BOARD FACILITIES:**

The Contractor, sub-contractor, and sub-sub-contractor shall confine his operation to those areas permitted and authorized by the Project Manager. The use of Board's facilities (toilets, restrooms, lunchrooms, dumpsters, etc.) and utilities are strictly prohibited unless previously authorized and approved by the Project Manager.

The Contractor, sub-contractor, sub-sub-contractor may park only in those areas designated by the Project Manager.

### **10. SUBCONTRACTORS:**

Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the Board. The Board shall be deemed to be the third party beneficiary of the contract between the contractor and the subcontractor. If the Contractor does not specify a Subcontractor for any portion of the work to be performed under this Contract, he agrees to perform that portion of the work with his own forces. The Contractor shall not substitute any other person or firm as a Subcontractor, other than those listed in the bid submitted by him, without the written approval of the Board. The Board reserves the right of approval of all subcontractors proposed for use on this Project, and to this end, may require financial, performance and such additional information as is needed to secure this approval. If a Subcontractor is not approved, the Contractor shall promptly submit another of the same trade for approval.

The Contractor shall insert appropriate provisions in all subcontracts pertaining to work on this Project requiring the Subcontractors to be bound by all applicable terms of the Contract Documents. The Contractor shall be as fully responsible for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

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### 11. GOVERNING LAW AND VENUE:

The bid shall be construed in accordance with, and interpreted under, the Laws of the State of Maryland. Any lawsuit arising out of such bid shall be filed in the appropriate State Court of competent jurisdiction located in Wicomico County, Maryland.

### 12. CLAIM AND DISPUTES:

The Owner shall in no way be obligated to enter into mediation proceedings with a Contractor for any purpose whatsoever. The Owner will reserve unto itself the right to determine what form of litigation and its locations are appropriate at the time the dispute arises.

The Owner shall in no way be obligated to enter into arbitration proceedings with a Contractor for any purpose whatsoever. The Owner will reserve unto itself the right to determine what form of litigation and its locations are appropriate at the time the dispute arises.

### 13. INSURANCE

The Contractor shall not commence work under this contract until he has obtained all insurance required under this Article and such insurance has been approved by the Owner. The Contractor shall provide to the Purchasing Agent a Certificate of Insurance indicating the coverages below prior to the start of any work and agrees to maintain such insurance until the completion of the contract. The minimum insurance coverages shall be:

Workmen's Compensation: The Contractor shall maintain throughout the life of the contract statutory Workers' Compensation, including Maryland benefits and employer's liability with limits of \$100,000/\$100,000/\$500,000 for all of the Contractor's and any sub-contractor's employees who will be engaged in the work at the sites of the project.

Commercial General Liability: The Contractor shall establish and maintain throughout the life of the contract Commercial General Liability Insurance - \$2,000,000 each occurrence/general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability and where applicable to the project as determined by the Purchasing Agent, Products and Independent Contractors. The general aggregate limit is to apply per project; and

Business Automobile Liability: \$2,000,000 Combined Single Limit (Owned, non-owned and hired).

The Board requires a forty-five (45) day notice, in writing, of cancellation, non-renewal or change in insurance coverage affecting this project. This written notice shall be furnished by the Contractor's insurance carrier(s) or insurance agent(s) to the Board's Purchasing Agent.

All bidders should have current Certificate of Insurance (ACORD certificates) on file in the Purchasing Office at the time of the bid opening or included with the bid. Failure to provide the ACORD certificate may result in the bidder's offer being considered non-responsive.

The Board (including its elected or appointed officials, agents and employees) is to be named as an additional insured in the Contractor's General Liability Policy. Coverage must be primary with respect to Board, its agents and employees.

A sample of the Certificate of Insurance will be provided upon request and may be found on WCBOE's website.

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### 14. CODES AND REGULATIONS:

The Contractor shall be knowledgeable of and comply with all codes, ordinances, regulations or orders of properly constituted authority having jurisdiction over the work of this project. The Contractor shall examine the Contract Documents for compliance with these codes and regulations, and he shall promptly notify the Architect (Engineer) and/or Project Manager of any discrepancies. Changes in the drawings and specifications shall be made only by means of change orders, or modifications approved by the Board. Change order procedures shall be as described elsewhere in these Contract Documents. Contractor shall keep a copy of all applicable Code of Regulations at the job site at all times.

All work and materials shall be in full accordance with the latest rules and regulations and other applicable State laws or regulations. Nothing in these plans or specifications is to be construed to permit work not conforming to these Codes.

Buildings and/or all other construction covered by this Contract shall meet all the regulations for access by physically handicapped.

### 15. PERMITS/PUBLIC UTILITIES:

The Contractor shall obtain and pay for all permits, fees, licenses and inspections that are required in order to perform the work under this Contract. The Board shall pay connection charges and meter costs for new permanent utilities required by these Contract Documents. The Contractor shall notify Board sufficiently in advance to submit requests for service to the appropriate utility companies so as to ensure connections or installation of utility services in accordance with the Project schedule.

### 16. PATENTS AND ROYALTIES:

The Contractor shall pay for all royalties and patents and shall defend all suits or claims for infringement on any patent right and shall save the Board harmless from loss of account thereof.

### 17. SAFETY AND FIRE PREVENTION:

OCCUPATIONAL SAFETY AND HEALTH ACTS: Contractor(s) whom perform any work under this contract shall 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, Sections 28 to 49A inclusive, Annotated Code of Maryland, as amended by Chapter 59, Laws of Maryland 1973 and any regulations pursuant thereto.

The Contractor shall provide proof of safety training programs for all employees to be used on any WCBOE project and disclosure of the bidders safety EMR (Experience Modification Rate).

The Contractor shall take thorough precautions at all times for the protection of persons and property, and shall be liable for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The Contractor shall obtain permits for, install and maintain in safe condition barricades, walkways, fences, railings, and whatever other safeguards that may be necessary to protect persons and property from damage as a result of the construction under this Contract.

Contractor shall not endanger any work by cutting, excavating, or otherwise altering the work and shall not cut or alter the work of any other Contractor except with the consent of the Architect and/or Project Manager, nor overload any new or existing structures by the placing



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or storage of materials, equipment, or other items thereon, and if necessary, provide calculations proving the safety in so doing.

If it is necessary to work at night, or where daylight is obscured, the Contractor shall provide and maintain lighting of adequate level to properly prosecute the work and to permit thorough inspection of same.

Contractor shall take extraordinary care to prevent fires and keep all flammable materials and oily rags in tightly closed metal containers. Contractor shall exercise particular care when welding or cutting, and with regard to the disposition of waste materials, the nature and quantity of which might create or increase a fire hazard.

The Contractor and Subcontractors shall comply with Sections 6360, et. seq. of the Labor Code, together with Title 22 with regard to hazardous substances in the work place. The Contractor and each Subcontractor shall supply to their employees and, where site is occupied, to Board, copies of Material Safety Data Sheets (MSDS) for hazardous substances that may be used in the course of the work, together with notice of actual hazardous substances to which employees may be exposed while performing work and appropriate protective measures.

### 18. HAZARDOUS MATERIALS:

This contract does not include the removal, handling, or disturbance of any hazardous substances or materials encountered in the new construction or on the project grounds. If such substances or materials are encountered, work shall cease in that area and the Board shall be notified to take appropriate action for removal or otherwise abating the condition in accordance with current regulations applicable to the Board.

All contractors performing work on Board of Education premises are required to make themselves aware of the locations of asbestos containing building materials that exist on the work site. Board personnel can supply such information prior to commencement of work.

a. General:

No asbestos, asbestos containing products or other hazardous materials shall be used in this construction or in any tools, devices, clothing or equipment used to affect this construction.

Asbestos and/or asbestos containing products shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite and actinolite.

Any or all material containing greater than one-tenth of one percent (> .1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material contains asbestos shall be settled by electron microscopy; the costs of any such tests shall be paid by the contractor.

All work or materials found to contain asbestos or work or material installed with asbestos containing equipment will be immediately rejected and this work will be removed at no additional cost to the Owner.

b. Decontamination and Removal of hazardous material from prior work:

Decontamination and removal of work found to contain asbestos or work installed with asbestos containing equipment shall be done only under the supervision of a qualified

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consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency.

The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant who shall have sole discretion and final determination in this matter.

The asbestos consultant shall be chosen and approved by the Board which shall have sole discretion and final determination in this matter.

The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.

Cost of all asbestos removal from prior work, including but not necessarily limited to the cost of the asbestos removal contractor, the cost of the asbestos consultant, analytical and laboratory fees, time delays, and additional costs as may be incurred by the Board and/or its agent(s) shall be borne entirely by the Board.

c. Hold Harmless:

Interface of work under this contract with work containing asbestos shall be executed by the Contractor at his risk and at his discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of this contract the Contractor acknowledges the above and agrees to hold harmless the Owner, his employees, agents and assigns for all asbestos liability which may be associated with this work and agrees to instruct his employees with respect to the above mentioned standards, hazards, risks and liabilities.

The Contractor shall, prior to commencement of this work, provide a duly signed and notarized affidavit that he has instructed his employees with respect to the above mentioned standards, hazards, risks and liabilities and the contents and requirements of this portion of the contract documents.

d. Certification:

The Contractor agrees that materials containing asbestos or other hazardous materials as defined in Federal and State law, shall not be used in construction and will provide prior to final payment a notarized affidavit stating that no asbestos containing building materials or other hazardous materials as defined in Federal and State law were installed during the project by themselves, their sub-contractors, or sub-sub-contractors.

## 19. TEMPORARY FACILITIES:

The Contractor shall obtain permits for, install and maintain in safe condition whatever scaffolds, hoisting equipment, barricades, walkways, or other temporary structures which may be required to accomplish the work. Such structures shall be adequate for the intended use and capable of safely accepting all loads that may be imposed upon them. They shall be installed and maintained in accordance with all applicable state and local codes and regulations.

The Contractor shall provide and maintain temporary heat from an approved source whenever in the course of the work it may become necessary for curing, drying or warming spaces as may be required for the installation of materials or finishes. The Contractor shall provide and maintain any and all facilities that may be required for dewatering in order that work may proceed on the project. If it is necessary for

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dewatering to occur continually, the Contractor shall have on hand whatever spare parts or equipment that may be required to avoid interruption of service.

The Contractor shall promptly remove all such temporary facilities when they are no longer needed for the work or on completion of the project. The Contractor shall repair any damage to premises or property which resulted from the construction, use, or removal of temporary facilities and shall restore said premises and property to their original condition.

### **20. SIGNS:**

No signs may be displayed on or about the Board's property (except those which may be required by law) without the Board's specific approval of size, content and location. Any signs required by the Board will be designated in the scope of work.

### **21. TIME:**

It shall be understood that time is of the essence of the Contract, and the Contractor must prosecute the work diligently and regularly at such a rate of progress as to ensure completion of this Project within, or sooner than, the time specified. The Contractor shall commence the work on the date indicated in the Notice to Proceed, and he agrees to complete all work described by the Contract Documents within, or sooner than, the number of calendar days required in the Contract.

The Contractors and Subcontractors shall investigate and become aware of the amount of time required for the delivery of all equipment and materials required to perform the work under this Contract, and no extension of time shall be granted due to failure to order said equipment and materials sufficiently before their incorporation into the work so as to avoid delay to the Project.

The Contractors and Subcontractors shall provide and maintain enough manpower, materials and equipment to ensure a rate of construction progress that will complete the Project within or sooner than the time specified and according to the schedule of work. If, in the Architect and/or Project Manager's opinion, the Contractor and/or his Subcontractors are not prosecuting the work at a sufficient rate of progress to meet the Project schedule, the Board may direct the Contractor to provide additional manpower, materials or equipment, or to work additional hours, holidays or weekends without additional cost to the Board until the work is progressing in a manner satisfactory to the Board. Failure to prosecute the work in a timely manner and according to the Project schedule is considered a breach of Contract and is cause for termination of the Contract according to the Article on "BOARD'S RIGHT TO TERMINATE CONTRACT."

### **22. CONSTRUCTION/PROJECT SCHEDULE:**

Within fifteen (15) calendar days after the Award of Contract, the Contractor shall prepare and submit to the Architect (Engineer) and/or Project Manager, for approval, a construction schedule showing in detail how the Contractor plans to prosecute the work. The schedule shall include the work of all trades necessary for construction of the Project, material delivery dates and shall be sufficiently complete and comprehensive to enable progress to be monitored on a day-by-day basis. The information for each activity shall include as a minimum the activity description, duration, start date and completion date.

The Contractor shall take care in the preparation of the schedule to ensure that it represents an accurate and efficient plan for accomplishing the work. If the Project is more than one week ahead of or behind schedule, it must be revised showing how the Contractor plans to complete the work, but in no case shall it show a completion date later than that required by

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the Contract, unless time extensions have been granted. The current schedule shall be kept posted in the Contractor's project office on site.

The Contractor shall be responsible for the coordination of all work necessary and pertaining to the construction whether actually a part of this Contract or attendant thereto. The Contractor shall notify the Owner and various utility companies, as far as possible in advance of their required work, in order that work schedules may be developed for all concerned, which will permit the most effective accomplishment of the entire project.

### **23. DELAYS AND TIME EXTENSIONS:**

The Contractor may be granted a time extension if he encounters an unavoidable delay of the work due to causes completely beyond his control and which he could not have avoided by the exercise of more care, prudence, foresight and diligence. Causes for which a claim for extension of time may be made are: acts of the public enemy, acts of another Contractor in the performance of another contract with the Board, fire, flood, violent wind storm, epidemic, quarantine restriction, strike, freight embargo, or weather of an unusually severe nature. The Contractor will not be granted time extensions for weather conditions which are normal for the location of the Project, according to the U. S. Weather Bureau Records.

A request for extension of time shall be made in writing to the Architect and/or Project Manager and Board within ten (10) calendar days of the date the delay is encountered and shall include a detailed description of the reasons for the delay and corrective measures by the Contractor. In order for the Architect and/or Project Manager to consider a request for time extension, the Contractor must prove that the reasons stated for a delay actually caused a delay in portions of the work which will result in completion beyond the date specified in the Contract. The Contractor may be granted a time extension for a significant change in the scope of work which request for extension of time shall be included in a Contract Modifications Proposal.

No damages or compensation or any kind shall be paid to a Contractor because of delays in the progress of work, whether such delays be avoidable or unavoidable that are not the responsibility of Board. Board's liability to Contractor for delays for which Board is responsible shall be limited to an extension of time for delays unless such delays were unreasonable under the circumstances involved and were not within the contemplation of the parties when the contract was awarded. The Architect and/or Project Manager shall determine the actual costs to Contractor for which the Contractor may claim damages from Board. Such costs, if any, shall be directly related to the project, and shall not include costs that would be borne by the Contractor in the regular course of business, including, but not limited to, office overhead and ongoing insurance costs. The Board shall not be liable for any damages which the Contractor could have avoided by any reasonable means including, but not limited to, the judicious handling of forces, equipment or plant.

The granting of an extension of time because of unavoidable delays shall in no way operate as a waiver on the part of the Board of the right to collect liquidated damages for other delays or of the right to collect other damages or of any other rights to which the Board is entitled.

### **24. LIQUIDATED DAMAGES:** When applicable the Daily Rate will be stated in the Section 00110 – Supplementary Conditions.

Should the Contractor fail to complete this Contract within the time fixed for completion, together with extensions granted by the Board for unavoidable delays, he shall become liable to the Board in the amount specified in the Contract per calendar day for each day said Contract remains uncompleted beyond the time for completion, as and for liquidated damages and not as a penalty. Contractor shall not be charged with liquidated damages when the delay in completion of the work beyond this time for completion is due to acts of the Board. It is expressly stipulated and agreed by Contractor and Board that it would be impractical and extremely difficult to fix the actual amount of damages.

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Any money due or to become due the Contractor may be retained to cover said liquidated damages. Should such money not be sufficient to cover said liquidated damages, the Board shall have the right to recover the balance from the Contractor or his sureties, who will pay said balance forthwith.

Should the Board authorize suspension of the work for any cause; the time work is suspended will be added to the time for completion. Suspension of the work by the Board shall not be a waiver of the right to claim liquidated damages as set forth in this section.

### **25. BOARD'S RIGHT TO TERMINATE THE CONTRACT:**

If the Contractor refuses to or fails to furnish sufficient materials, work force, equipment, plant and appurtenances to properly prosecute the work in a timely manner, or if he refuses or fails to comply with any provisions of the Contract Documents, or if he should file a bankruptcy petition or make a general assignment for the benefit of his creditors or if a receiver should be appointed on account of his insolvency, then the Board may give the Contractor and his surety written notice of intention to terminate the Contract. Unless within seven (7) calendar days after the serving of such notice upon the Contractor and his surety such violation shall cease and satisfactory arrangements for correction of such conditions be made, the Contract shall cease and terminate. In the event of such termination, the Board shall immediately serve written notice thereof upon the Contractor and his surety.

The surety shall have the right to take over and perform the Contract; provided, however, that if the surety does not commence performance within seven (7) calendar days from the date of sending such notice of termination, the Board may take over the work and prosecute the same to completion by letting another Contract, or by any other method that the Board deems advisable. The Contractor and his surety shall be liable for any excess cost occasioned the Board thereby, and in any such event the Board may take possession of such materials, equipment, plant and other property belonging to the Contractor as may be on the site and utilize same in completing the work.

### **26. COORDINATION WITH OTHER CONTRACTS:**

The Board reserves the right to do other work or award other contracts in connection with this Project. If this is the case, the Contractor shall schedule and coordinate his work in such a manner as not to interfere with the work of others. If conflict arises as a result of other work on this project, the Contractor shall promptly notify the Architect (Engineer) and/or Project Manager. The Board will issue such instructions as are necessary to correct the matter. The Board shall not be liable for the failure of another Contractor to comply with such instructions.

If any part of this Contractor's work depends upon the work of a separate Contractor, this Contractor shall inspect such other work and promptly report in writing to the Architect (Engineer) and/or Project Manager any defects in such other work that render it unsuitable to receive the work of this Contractor. Failure of this Contractor to so inspect and report shall constitute an acceptance of the other Contractor's work, except as to defects which may develop in other Contractor's work after execution of this Contractor's work.

If, through acts of negligence on the part of this Contractor, any other contractor or subcontractor shall suffer loss or damage to the work this Contractor shall make a reasonable effort to settle with such other contractor and subcontractor by agreement or arbitration. If such other contractor or subcontractor shall assert any claim against the Board, Architect (Engineer) or Project Manager, on account of any damage alleged to have been so sustained, the Board or Architect and/or Project Manager shall notify this Contractor, who shall defend such proceedings at his own expense and save harmless the Board and the Architect and/or Project Manager from any such claim.

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### 27. SUBMITTALS (SHOP DRAWINGS, CUTS AND SAMPLES):

Five (5) copies – four (4) paper and (1) PDF file format -of shop drawings, brochures and catalog cuts and samples in quantities specified by Architect (Engineer) and/or Project Manager shall be submitted to the Architect (Engineer) and/or Project Manager for all items for which they are required by the Technical Specifications. Prior to transmitting, the Contractor shall examine all submittals for accuracy and completeness in order to verify their suitability for the work and compliance with the Contract Documents and shall sign and date each submittal.

Submittals shall be made sufficiently before the items are required for the work so as to cause no delay and shall be in accordance with the project construction schedule.

In addition to information furnished as common practice, submittals shall contain the Project name and location, Contractor's name and address, Subcontractor's or supplier's name and address, date of submittal and any revisions, and reference to appropriate specification section, and/or drawing and detail numbers. The Contractor and/or his Subcontractors shall verify in the field all dimensions and relationships to adjacent work necessary to ensure the proper fitment of the items submitted. The Architect (Engineer) and/or Project Manager and/or Owner shall review and evaluate submittals and return them within seven (7) working days after he receives them. If necessary, the Contractor shall make any corrections required and resubmit with all due haste in the same number as initially. Review of submittals by the Architect (Engineer) and/or Project Manager shall not relieve the Contractor from complying with the requirements of the Contract Documents.

Any materials or equipment installed without approval shall be at the Contractor's own risk, and he may be required to remove any such materials or equipment and install the specified items at his own cost, including repairs to adjacent work.

### 28. PAYMENTS:

Invoices for payment shall be submitted to WCBOE within 60 days of completion of your work - **FAILURE TO DO SO MAY RESULT IN FORFEITURE OF PAYMENT AS ALL POs WILL BE CLOSED AT THIS TIME.**

Send all invoices, correspondence and required documents to the the attention of the WCBOE Accounts Payable, 2424 Northgate Drive, PO Box 1538, Salisbury, MD 21801. Invoices may also be sent via email to [acctspay@wcboe.org](mailto:acctspay@wcboe.org). **ALL INVOICES MUST REFERENCE THE PROJECT NAME AND PURCHASE ORDER NUMBER. WHEN MBE DOCUMENTS ARE REQUIRED, PLEASE SUBMIT FORM 306.4 WITH EACH INVOICE.** Failure to provide any of this information may result in the return and/or rejection of submitted invoices.

Payment shall be made at the completion of the contract and after final acceptance by the Owner. However, should the Contractor so desire, payment will be made in the following manner:

The value of materials delivered to the contract site or stored by the Contractor not to exceed a value of fifty percent (50%) of the proposed price provided the following conditions are met:

- a. Requisition for payment has been made;
- b. Requisition for payment to the Board upon substantial completion of the installation, or as approved by the Project Manager.

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The final 10% payment shall be made within thirty (30) days after final acceptance. Payments may be withheld to cover defective work not remedied, claims filed or reasonable evidence indicating probable filing of claims, or the failure of the Contractor to make payments promptly for material or labor.

Request for this payment method must be made in the proposal submission.

When "Application for Payment" includes material or equipment stored off-site, the application shall be accompanied with a certified statement including:

- a. Description of item
- b. Bills of sale
- c. Location of storage and security thereof
- d. Indication that the item is currently covered by all Contractual requirements, including Liability and Fire Insurance made out in the name of the Owner.
- e. Indication that the material or equipment or any part thereof will not be installed in any other project construction other than work under this Contract.
- f. All items must be clearly marked, labeled or tagged for identification.
- g. All items must be available to the Owner and Architect for inspection.

Payments Do Not Imply Acceptance of Work: The granting of any progress payment or payments by the Board or the receipt thereof by the Contractor, shall not constitute acceptance of the work or of any portion thereof, and shall in no way lessen the liability of the Contractor to replace unsatisfactory work or material, whether or not the unsatisfactory character of such work or material was apparent or detected at the time such payment was made.

Retention of Sums Charged Against Contractor: It is mutually understood and agreed that when under any provision of this Contract the Board shall charge any sums of money against the Contractor, the amount of such charge shall be deducted and retained by the Board from the amount of the next succeeding progress estimate, or from any other monies due or that may become due the Contractor on account of the Contract. If on completion or termination of the Contract such monies due the Contractor are found insufficient to cover the Board's charges against him, the Board shall have the right to recover the balance from the Contractor or his sureties. In no case shall the Contractor or his Subcontractors or suppliers deduct or retain from any amount to be credited to the Board, except as defined in the Article on "MODIFICATIONS ON CONTRACT".

Payment to Subcontractors and Suppliers: The Contractor shall pay each Subcontractor and supplier promptly on receipt of each progress payment from the Board for the materials, labor and equipment delivered to the site or incorporated in the work by each Subcontractor during the period for which the progress payment is made, less any retention as provided above. In the event of a loss by a Subcontractor or supplier for which insurance monies are paid, the Contractor shall pay Subcontractor or supplier a just share thereof.

Release: The Contractor and each assignee under an assignment in effect at the time of final payment shall, if required by the Board, execute and deliver at the time of final payment and as a condition precedent to final payment, a release in form and substance satisfactory to and containing such exemptions as may be found appropriate by the Board, discharging the Board, its officers, agents and employees of and from liabilities, obligations and claims arising under this Contract.

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### 29. MODIFICATIONS OF CONTRACT

Adjustments To Contract: After award of contract, questions and correspondence relative to request for deviation from the Specifications, Terms or Conditions of the Contract must be directed to the Architect (Engineer) and/or Project Manager.

Any adjustment permitted under the terms of this contract will be only as authorized by the Purchasing Department in the form of a contract amendment and/or a written Purchase Order Change Notice.

Oral Modifications: No oral statements of any person whom so ever shall in any manner or degree modify or otherwise affect the terms of the Contract. No directive shall be responded to unless direction was made by the Architect (Engineer) or Project Manager. Any changes to the scope of work will be only as authorized by the Architect (Engineer) and/or Project Manager. No other staff member shall be considered authorized.

Changes In The Work: The Board, before the date of acceptance of the work, may order changes in the work (called Modifications) herein required, and may order extra materials and extra work in connection with the performance of the Contract, and the Contractor shall promptly comply with such orders and any such orders shall be carried out by the Contractor in accordance with the intent of the original Contract drawings and specifications.

When additional Materials and/or Equipment are to be furnished through a change order, the products shall meet the requirements of the specifications. If specifications for material and equipment are not included in the specifications, information will be provided by the owner.

If changes ordered in design, workmanship or materials are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the Contract shall be increased or decreased by such amount as the Contractor and the Board may agree upon as the reasonable and proper allowance for the increase or decrease in the cost of the work. Such amount will include all costs claimed by Contractor, including any costs claimed pursuant to the Section of the General Conditions (Delays and Time Extensions). No order for any alteration, modification or extra which shall increase or decrease the cost of the work shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and the order signed by the Contractor, Architect (Engineer) and Owner.

Cost Breakdown: The Contractor shall provide all cost information requested by the Architect (Engineer) or Project Manager so that a Change may be processed.

### 30. HOLD HARMLESS:

The Contractor shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Board, its elected or appointed officials, employees, and agents from and against any and all claims, damages, losses and expenses including, but not limited to, attorney's fees arising out of or a result of the performance of this contract.

Such indemnification shall extend to all claims, demands, or liabilities occurring after completion of the project as well as during the progress of the work.

### 31. WARRANTY:

All parts and labor must be covered by on- site warranty service and guaranteed against defective material, workmanship and failure to perform in accordance with the manufacturers' advertised performance criteria for a period of twenty-four (24) months after delivery (or installation, if installed by Contractor). All broken or defective parts not caused by misuse, accident or Board negligence, will be replaced at no cost including labor and transportation.



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All necessary machine adjustments occasioned by such defective parts will be made during the guaranteed period by the Contractor (or approved agent) without charge.

Contractors will respond to warranty service calls within three (3) work days after notification of a malfunction by the Owner unless an immediate response and repair is necessary to protect WCBOE equipment, property or interfere with normal operations. On-site warranty service or repairs will be completed within a period of five (5) work days after notification of a malfunction or loan equipment of equal quality will be furnished unless an immediate response is required. Loaners must have an identical configuration, including installation of Board-owned software, where applicable, to the equipment replaced. Contractors will be responsible for warranty service of all products for which they are the selected Contractors.

Warranty Agent, if different from the Contractor, must be identified in the proposal. The Contractor's and warranty agent's right to assignment is subject to Board approval prior to assignment.

### **32. USE OF COMPLETED PARTS OF THE WORK BEFORE ACCEPTANCE:**

Whenever the work or any part thereof is in a condition suitable for use, and the best interest of the Board requires such use, the Board may take possession of, connect to, open for public use, or use the work or a part thereof. When so used, maintenance and repairs due to ordinary wear and tear or vandalism will be made at Board's expense. The use by the Board of the work or part thereof as contemplated in this section shall in no case be construed as constituting acceptance of the work or any part thereof. Such use shall neither relieve the Contractor of any of his responsibilities under the Contract nor act as a waiver by the Board of any of the conditions thereof. Contractor shall continue to maintain all insurance on the project.

### **33. CONTRACTOR'S GUARANTEE:**

By offering a proposal, it is mutually understood and agreed between the Owner and Contractor that the bidder (Contractor):

- Certifies that materials used in the work conform to the Specifications contained herein.
- Guarantees his work against defects in materials and workmanship for a period of two (2) year from the date of final acceptance by the Board.
- Certifies that any and all liens for labor and materials used in this contract have been resolved or will be resolved, should they be filled, and that the Contractor shall settle any and all claims without annoyance to the Owner.
- Guarantees that he will comply with all federal, state, county, or city codes, laws, regulations, and ordinances appropriate to his service and has obtained and paid for any license, permit, or certificate required in the performance of his work.

### **34. PROTECTION OF WORK, STORED MATERIAL AND PROPERTY:**

The Contractor shall be responsible for each operation and all work, both permanent and temporary. He shall protect his work and materials from damage and defacement of any kind including breakage, scratches, dents, stains, and deformation due to building operations, the action of the elements, the carelessness of other Contractors, vandalism, theft, or any other cause whatever, until the completion and acceptance of the job. Damaged material shall not be incorporated in the work. Any work or material damaged during the installation shall be repaired or replaced to the satisfaction of the Owner.

Should improper work of any trade be covered by another and damage or defects result, the whole work affected shall be made good to the satisfaction of the Architect and/or Project

## GENERAL CONDITIONS

Manager without expense to the Board. The Contractor shall take whatever care is necessary to avoid damage to existing facilities or utilities to remain, whether on the Project or adjacent to it, and he shall be liable for any damage thereto or interruption of service due to his operations. If the Contractor encounters any facilities or utilities not shown on the drawing or reasonably inferable there from, he shall promptly notify the Architect and/or Project Manager about them, and he shall do no further work which may cause damage to same. If it is determined that some action needs to be taken regarding facilities not shown, the Contractor will be given directives on what action to take, and any additional cost to the Contractor incurred thereby will be handled by Change Order.

The property limits of the area of the Project are indicated on the drawings. Except for subsurface utility work and any other work specifically shown or noted, Contractor shall confine his operations within the limits of work indicated. The Contractor shall provide all shoring, bracing and underpinning and install and maintain all shoring, bracing and underpinning, etc., necessary to support properly the ground of adjacent property, streets, buildings, etc., that may be caused by building operations for this work, shall serve or cause to be served all legal notices to adjoining property owners that may be necessary for their protection, protect from damage all adjacent buildings, fences, landscaping, etc., and repair or replace any damaged in the course of work under the Contract.

### **35. DAMAGE:**

The Contractor shall be held responsible for, and shall be required to make good at his own expense, any and all damages done or caused by him or his agent(s) in the execution of this contract.

### **36. USE OF ROADWAYS AND WALKWAYS:**

The Contractor shall not unnecessarily interfere with use of any roadway, walkway or other facility for vehicular or pedestrian traffic, by any party entitled to use it. Wherever such interference becomes necessary for the proper and convenient performance of the work and no satisfactory detour route exists, the Contractor shall, before beginning the interference, provide a satisfactory detour, temporary bridge, or other proper facility for traffic to pass around or over the interference and shall maintain it in satisfactory condition as long as the interference continues, all without extra payment unless otherwise expressly stipulated in the special provisions of the Specifications.

### **37. EQUIPMENT TAGGING:**

The Contractor shall plainly tag with an identification number all mechanical and electrical equipment and devices. The Contractor shall provide the Owner with diagrams which clearly indicate the exact location and identification number of each piece of equipment and device.

### **38. TESTING:**

Materials, equipment, or other work requiring tests may be specified in the Contract Documents, and they shall be adequately identified and delivered to the site in ample time before intended use to allow for testing. If such materials, equipment or other work should be covered without required testing and approval, they shall be uncovered at the Contractor's expense, including any repairs or replacement resulting there from. The Contractor shall notify the Board and Architect (Engineer) and/or Project Manager when and where such materials, equipment or other work are ready for testing, and he shall bear the cost of making them available for testing. The Contractor shall notify the Board and Architect (Engineer) and/or Project Manager sufficiently before the need for testing so as to cause no delay in the work and, in any case, at least forty-eight (48) hours prior to the need for testing.

## GENERAL CONDITIONS

The cost of initial tests called for will be paid by the Board and will be performed by independent testing consultants retained by the Board. All other tests and inspections specified or otherwise required to substantiate compliance with specified requirements for quality of material or performance of operation shall be paid for by the Contractor. If retesting or additional testing is necessary because of substandard initial test results, the costs thereof shall be paid by the Contractor, including any repairs or replacement resulting there from.

If it is indicated that the Contractor knowingly furnished a product that did not meet the standard offered, the Board may, at its discretion, disqualify the Contractor from future bidding.

### **39. INSPECTION:**

All materials, equipment and workmanship used in the work of the Project shall be subject to inspection or testing at all times and locations during construction and/or manufacture. The Board's authorized representatives and representatives of other agencies having authority over the work shall have access to the work for the above purposes at all reasonable times and locations. Any material or work found to be unsatisfactory or not according to the Contract Documents shall be replaced with the correct material or work and the defective items promptly removed, all at the Contractor's expense, when directed to do so by any of the persons having authority over the work. Inspection shall not relieve the Contractor from complying with the requirements of the Contract Documents.

Whenever required by the Board's authorized persons, the Contractor shall furnish all tools, labor and materials necessary to make an examination of work in place by uncovering the same. Should such work be found unsatisfactory, the cost of examination and reconstruction shall be paid by the Contractor. Should such work be found satisfactory, the cost of examination and reconstruction shall be paid by Change Order.

### **40. CLEANUP:**

The Contractor shall keep the premises clean and free from accumulation of waste materials and rubbish. This clean-up shall be done on a daily basis to the satisfaction of the Project Manager. At the completion of the workday, the contractor shall remove all waste materials and rubbish from the premises at his expense. The Board's disposal containers shall not be available for use unless specifically authorized, in advance, by the Project Manager. The Contractor shall not locate on Board property any on-site waste or disposal containers unless specifically authorized, in advance, by the Project Manager. The Contractor shall remove all his tools, equipment, and surplus materials on a daily basis. Rubbish and debris shall be removed from the Project area and disposed of in a neat and legal manner. No burning of rubbish shall be allowed. The Contractor shall control dust on the site by sprinkling at whatever intervals are necessary to keep it laid down, and he shall take measures to prevent dust and debris from being accidentally transported outside the area of the work.

Final cleaning, such as sweeping, dusting, vacuuming, dry and wet mopping, polishing, sealing, waxing and other finish operations shall be required on newly installed work. At the time of acceptance, all marks, stains, fingerprints, dust, dirt, splattered paint and blemishes resulting from the various operations shall be removed throughout the building. Stair treads and risers shall be wet-mopped. Glass shall be left clean and polished both inside and outside. Plumbing fixtures and light fixtures shall be washed clean. Hardware and other unpainted metals shall be cleaned and all building papers and other temporary protections shall be removed throughout the building, or portion of the building where Contractor was involved, all to the satisfaction of the Architect (Engineer) and/or Project Manager.

Finally, the exterior of the buildings, the play field, court streets and planting spaces shall be similarly clean and in good order.

## GENERAL CONDITIONS

### 41. OPERATION AND MAINTENANCE MANUALS: (1) PDF FILE

All maintenance instructions application/installation instructions and service manuals shall be provided by the Contractor **in a .pdf file/format**. These shall be complete as to drawings, details, parts lists, performance data and other information that may be required for the Board to easily maintain and service the materials and equipment installed under this Contract. All manufacturers' application/installation instructions shall be given to the Project Manager at least ten (10) days prior to first material application or installation of the item. The maintenance instructions and manuals, along with any specified warranties, shall be delivered to the Architect (Engineer) and/or Project Manager. The Contractor or appropriate Subcontractors shall provide training to the Board's personnel in the operation and maintenance of the more complex equipment prior to final acceptance of the Project.

### 42. AS-BUILT DRAWINGS: (1) PDF FILE

The Contractor and all his Subcontractors will maintain on the work site a separate complete set of contract drawings which will be used solely for the purpose of recording changes made in any portion of the work during the course of construction, regardless of the reason for the change. As changes occur, there will be included or marked on this record set on a daily basis, if necessary, to keep them up to date at all times. Actual locations to scale shall be identified on the drawings for all runs of mechanical and electrical work, including all site utilities, etc., installed underground, in walls, floors, and furred spaces, or otherwise concealed. Deviations from the drawings shall be shown in detail. All main runs, whether piping, conduit, duct work, drain lines, etc., shall be located in addition by dimension and elevation. Progress payments may be delayed or withheld until such time as the record set is brought up to date to the satisfaction of the Architect and/or Project Manager. The Contractor shall verify that all changes in the work are included in the "AS-BUILT" drawings and deliver the complete set thereof to the Architect (Engineer) and/or Project Manager **in a .pdf file/format** for review and approval within thirty (30) calendar days after Board's Notice of Acceptance. Board's acceptance and approval of the "AS-BUILT" drawings are a necessary condition precedent to the release of the final retention.

**All documents provided are required to utilize the WCBOE Facility Services file naming standard.**

### 43. PROJECT COMPLETION:

When the work to be performed under this Contract is complete, the Contractor shall notify the Architect (Engineer) and/or Project Manager, in writing, setting a date for inspection. Included in this inspection will be the Contractor and Subcontractor representatives for Fire Protection, Plumbing, HVAC, Electrical and all other sub-trades (as applicable). As a result of this inspection, the Architect and/or Project Manager will prepare a list of items (called "punch list") that are incomplete or not installed according to the Contract Documents. Failure to include items on this list does not relieve the Contractor from fulfilling all requirements of the Contract.

The Architect (Engineer) and/or Project Manager will promptly deliver the punch list to the Contractor and it will include a period of time by which the Contractor shall complete all items listed thereon. Final payment of retention will be made on completion of all items on the punch list, verified by a final inspection, and when all other Contract requirements have been satisfied.

### 44. TRENCHING OR OTHER EXCAVATIONS:

The contractor shall subcontract with an independent locating service company to detect and mark underground private utilities before any excavation work is performed.

GENERAL CONDITIONS

**45. MISS UTILITIES CONTACT:**

The contractor shall contact Miss Utilities "811" prior to any excavation.

**46. NEW UNDERGROUND UTILITIES:**

The Contractor shall provide a 6" underground warning tape with all underground utility installations.

End of General Conditions  
(See APPENDIX A)

GENERAL CONDITIONS  
APPENDIX A

**ASBESTOS FREE WARRANTY**

Owner: \_\_\_\_\_

Location of Building: \_\_\_\_\_

Name Of Building: \_\_\_\_\_

Date of Final Acceptance by Owner: \_\_\_\_\_

Know all men by these presents that we, \_\_\_\_\_  
(Contractor, Subcontractor, Material Supplier or Equipment Manufacturer)  
Having furnished labor, materials, equipment and/or supplies; warrant to Owner with respect to said work that no material containing asbestos fibers were incorporated into the work, and that, to our knowledge and belief, no material containing asbestos remain in or are covered by the work.

Exceptions: \_\_\_\_\_  
If there are no exceptions, state "No Exceptions" here.

\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, we have caused this instrument to be duly executed,  
this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

WITNESS:

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

\_\_\_\_\_

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

\_\_\_\_\_  
Notary Public:

## SUPPLEMENTARY CONDITIONS

1. INTENT: These Conditions and Specifications are intended to cover FENCING JOB ORDER CONTRACT work for various projects for the Board of Education of Wicomico County, Maryland. The successful Contractor is to provide labor, material, freight, equipment and supervision as necessary to successfully perform this contract.
2. PERIOD OF CONTRACT:
  - A. The contract period shall be for one (1) year(s) beginning upon award and remaining in full force and effect until November 30, 2022, unless terminated by the Board.
  - B. The Board has the right to renew this contract for two (2) periods of 1 year.
  - C. Notification in writing will be issued by the Board at the end of each contract period. (Price adjustments must be approved by the Purchasing Department as outlined in these Bidding Documents.)
3. QUANTITIES: The quantities given are intended only as a guide. The Board does not obligate itself to purchase the full quantities indicated, even so, the entire amount of any discount offered must be allowed whether or not the purchases are less than the full quantities indicated. The Board's requirements may exceed the quantities shown and the successful Contractor shall be obligated to fulfill all requirements as shown on the purchase orders whose mailing dates fall within the contract period.
4. PRE-BID CONFERENCE: **NOT APPLICABLE**
5. VISITATION OF SITE: **NOT APPLICABLE**
6. TECHNICAL QUESTIONS: The bidder may contact Greg Lathbury via email ([glathbur@wcboe.org](mailto:glathbur@wcboe.org)) until close of business October 22<sup>nd</sup>, 2021 with all questions prior to submitting a proposal. Questions will not be addressed after this date.
7. CONSTRUCTION SCHEDULE: Work shall be scheduled and accomplished in such a way as to allow the normal school operation.
8. BIDDING DOCUMENTS: The Bidding Documents consist of those documents listed in the table of contents of this bid packet.
9. METHOD OF PROPOSAL: Projects must be submitted on the basis of Billable Labor Rates, Billable Material Margin and Sub-contractor Margin. In case of discrepancy between written price and numeric price, the written price shall prevail. Prices quoted shall be FOB destination and will include all delivery and installation costs. Prices quoted shall not include Federal Excise or State Sales and Use taxes, or any other taxes from which the Board is exempt. Exemption certificates will be furnished upon request. Proposals shall not be withdrawn or altered for a period of ninety (90) days after the opening thereof. One copy of the Specifications is being furnished; only the signed Form of Proposal with documentation and appropriate attachments is to be returned as an offer.
10. BASIS OF AWARDING: The Board reserves the right to reject any or all offers and waive formalities, informalities and technicalities in any offer. In awarding the contract, consideration will be given to any previous performance for the Board as to the quality of service and merchandise and with regard to Contractor's ability to perform, should he be awarded the contract. The Board reserves the right to accept that offer which, in its judgment, best serves the interests of the Board, without regard to the same being the lowest offer. The Board reserves the right to utilize existing Board or Cooperative contracts in the best interest of the Board. The Board reserves the right to evaluate existing Board or Cooperative contracts as Bids in the best interest of the Board.

## SUPPLEMENTARY CONDITIONS

11. MULTIPLE AWARDS:

The WCBOE intends to award this contract to more than one contractor in order to assure Contractor availability.

12. LIQUIDATED DAMAGES: After successfully setting an agreed upon price and schedule with the Owner, if there is a project delay at the Contractors fault, the Owner **may** impose Liquidated Damages of up to \$150 per calendar day until completion of project. See General Conditions # 24 for additional information concerning Liquidated Damages.

13. TERMINATION:

- A. Breach: Should Contractor fail to fulfill in a timely and proper manner its obligations under this contract or if it should violate any of the terms of this contract, WCBOE shall have the right to immediately terminate the contract. Such termination shall not relieve Contractor of any liability to WCBOE for damages sustained by virtue of any breach by Contractor.
- B. Funding: Should funding for this contract be discontinued, WCBOE shall have the right to terminate the contract immediately upon written notice to Contractor.
- C. Notice: WCBOE may terminate this contract at any time upon thirty (30) days written notice to Contractor.

14. PREVAILING WAGE RATE: Prevailing Wage Rates are not applicable to this project per the State of Maryland State Finance and Procurement Article, Section 17.201 through 17.226 and CoMAR 21.11.11. WCBOE reserves the right to implement Maryland Prevailing Wage Rates if required by funding source when the purchase order is issued. It is understood that some or all of the labor rates will need to be adjusted for such projects.

15. DAVIS-BACON ACT WAGE RATE: Davis-Bacon Act (DBA) Wage Rates are not applicable to this project. WCBOE reserves the right to implement DBA Wage Rates if required by funding source when the purchase order is issued. It is understood that some or all of the labor rates will need to be adjusted for such projects.

16. MINORITY BUSINESS ENTERPRISE (MBE) PARTICIPATION GOAL: There is no MBE Goal or Sub-Goal for this project. WCBOE reserves the right to establish a MBE Goal for a project if required by funding source when the purchase order is issued. The material margin and sub-contracting fees will not to be adjusted for such projects.

17. PIGGYBACKING: The Board may offer, upon request, to any public education agency; any governmental, non-profit entity within Eastern Shore of Maryland, a chance to purchase any and all items on this proposal. The successful supplier is expected to honor all the Terms and Conditions of this Contract for purchase orders from these agencies. The Board of Education of Wicomico County assumes no obligation on behalf of any of these organizations.



## SUPPLEMENTARY CONDITIONS

18. BIDDER QUALIFICATIONS AND REFERENCES:
- a. Bidder must be licensed contractor of the class required by Maryland Statutes for executing the work being bid. Bidder must have at least five (5) years of successful contracting experience in the industrial/commercial field, and at least five (5) years of successful contracting experience in the type of work involved in this project, and must have successfully performed work similar in scope to the work proposed in this project.
  - b. Bidder shall have been in business under the present company name for a minimum of five (5) years and shall not have been declared in default on any construction contract within that time.
  - c. Bidder's dispatching office shall be within a 75 mile radius of the WCBOE offices.
  - d. Bidder shall have successfully completed at least three (3) projects in the last five (5) years of similar size, scope of improvements, and value.
  - e. Evidence of Bidder's qualifications and at least three (3) references shall be submitted with the Form of Proposal. Failure to include this information may result in the bid being declared non-responsive.
  - f. Bidder's Superintendent shall be a full time English speaking benefited employee of the Bidder for at least two (2) years and have at least ten (10) years construction experience which shall include at least five (5) years of experience as a Superintendent on at least three (3) projects of similar scope and complexity as this project.
  - g. Bidder's Project Manager shall be a full time benefited employee of the Bidder and have at least five (5) years construction experience which shall include at least three (3) years of experience as a Project Manager on at least three (3) projects of similar scope and complexity as this project.
19. SUB-CONTRACTS, "INDEPENDENT CONTRACTORS" AND TEMPORARY LABOR:
- a. The "Prime Trade" activities provided by the successful Contractor shall be "Self-Performed" by full time benefited employees of the Contractor.
  - b. The use of "Sub-Contractors", "Independent Contractors" and "Temporary Labor" shall be less than 10% of the workforce for the "Prime Trade".
  - c. The use of "Sub-Contractors" and "Independent Contractors" is allowable for non-"Sub-Trade" activities.
  - d. The "Prime Trade" for this contract is FENCING.
20. WCBOE Facilities Department shall provide the required 'BUILDING BRIGHT FUTURES IN MARYLAND' signage with the appropriate information at no cost to the successful Bidder.

END OF SECTION

## TECHNICAL FORM OF PROPOSAL INSTRUCTIONS

### General:

All responses to the technical form of proposal must include the following information in the sequence and format prescribed in this section. Failure to submit any of the required information may result in the bid being declared non-responsive.

- 1. Number & Copies**
  - a. One (1) bound copy and one (1) electronic.
- 2. Format**
  - a. Proposals shall be printed on letter-size (8-1/2" x 11") paper
  - b. Number all pages of the submittal sequentially using numerals (1, 2, 3, etc.).
- 3. Mandatory Requirements**
  - a. See section 000110 number 18.

### Required Elements:

Information requested below is to be provided in this numbered format. Respondents shall carefully read the information below and submit a complete response to all required elements. Incomplete responses may be considered non-responsive.

1. Firm Information
  - a. Name of Firm
    - i. List number of years under this name
  - b. Brief History of the Company
  - c. Form of Business (Corporation, Partnership, Individual, Other)
    - i. List Owner(s)
  - d. Location of Main Office
  - e. Number of employees
  - f. Number of years providing these services
    - i. Other services offered
    - ii. Of services offered, indicate percentage of each service provided yearly
  - g. Location of nearest dispatch office
  - h. Primary Contact
    - i. Phone Number
    - ii. Cell Number
    - iii. Email address
    - iv. Website
  - i. Provide Resumes for Primary Contact and Site Supervisor
2. Financial
  - a. Include financial statements
  - b. List annual sales volume over the last 5 years
    - i. Percentage of sales volume in each service provided
  - c. List your bonding limits
    - i. List your average bonding fee rates

## TECHNICAL FORM OF PROPOSAL INSTRUCTIONS

3. Insurance
  - a. Provide ACORD Insurance Certificate (Sample)
  - b. Provide claims history
4. Qualifications
  - a. Provide copy of MD Contractors License
5. Performance
  - a. Claims and suits (If the answer to any of the questions below is yes, please attach additional detail and explanations).
    - i. Has your organization ever failed to complete any work awarded to it?
    - ii. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?
    - iii. Has your organization filed any law suits, requested arbitration or been party to any litigation with regards to a construction
    - iv. Provide information on your firm's current workload as it relates to the local/branch office. Include the following:
      1. A list of all current projects
      2. Time frame of each
6. Project Experience
  - a. Submit information on three (3) successfully completed projects which have achieved substantial completion within the past five (5) years.
    - i. Note the projects listed must be of similar construction type and size
    - ii. Identify the project location, square footage and cost
    - iii. Provide a reference for each project
7. Project Staffing and Schedule
  - a. Provide a detailed project schedule
  - b. Including
    - i. Crew Size
      1. State whether the crew is local or will have to travel
    - ii. Daily Supervision
    - iii. Working Days
    - iv. Number of weather days built into schedule

END OF SECTION

TECHNICAL  
FORM OF PROPOSAL  
(DO NOT INCLUDE PRICE INFORMATION)

Board of Education of Wicomico County  
P O Box 1538  
Salisbury, MD 21802-1538

Gentlemen:

We have examined and understand the Conditions and Specifications for the furnishing, delivering, construction and installation of FENCING WORK.

Addendum 1 Dated \_\_\_\_\_ Addendum 2 Dated \_\_\_\_\_  
Addendum 3 Dated \_\_\_\_\_ Addendum 4 Dated \_\_\_\_\_  
Addendum 5 Dated \_\_\_\_\_ Addendum 6 Dated \_\_\_\_\_

We agree to furnish and deliver those items for which our bid is accepted, in compliance with the terms, conditions, and specifications contained therein, at the prices set opposite each item on the price proposal sheets supplied in a separate sealed envelope.

This offer is binding and cannot be withdrawn until January 25<sup>th</sup>, 2022.

Company

Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Official

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
(Printed) Name of Official

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Title of Official

\_\_\_\_\_  
E-Mail

\_\_\_\_\_  
Taxpayer I.D. Number

**DOCUMENTS REQUIRED TO BE SUBMITTED WITH THE TECHNICAL FORM OF PROPOSAL:**

- Technical Proposal as required by section 000111.
- Bid/Proposal Affidavit
- Affidavit of Compliance

FORM OF PROPOSAL  
PRICE

Board of Education of Wicomico County  
P O Box 1538  
Salisbury, MD 21802-1538

Gentlemen:

We have examined and understand the Conditions and Specifications for the furnishing, delivering and installation of FENCING WORK for various projects for the Board of Education of Wicomico County.

Addendum 1 Dated \_\_\_\_\_ Addendum 2 Dated \_\_\_\_\_  
Addendum 3 Dated \_\_\_\_\_ Addendum 4 Dated \_\_\_\_\_  
Addendum 5 Dated \_\_\_\_\_ Addendum 6 Dated \_\_\_\_\_

We agree to furnish and deliver those items for which our bid is accepted, in compliance with the terms conditions, and specifications contained therein, at the prices set opposite each item on the attached proposal sheets.

This offer is binding and cannot be withdrawn until January 25<sup>th</sup>, 2022.

Company \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Official

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
(Printed) Name of Official

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Title of Official

\_\_\_\_\_  
E-Mail

\_\_\_\_\_  
Taxpayer I.D. Number

**DOCUMENTS REQUIRED TO BE SUBMITTED WITH THE FORM OF PROPOSAL:**

- PRICING SHEET ONLY

# PRICING SHEET

Base pricing on installing fence on level earth terrain. Posts set in concrete.

## GALVANIZED FENCING SYSTEM

### **4' FENCE**

0-99' \$ \_\_\_\_\_ /LF

100' x 499' \$ \_\_\_\_\_ /LF

500'+ \$ \_\_\_\_\_ /LF

4' SINGLE WALK GATE \$ \_\_\_\_\_ /LF

12' DOUBLE DRIVE GATE \$ \_\_\_\_\_ /LF

TERMINAL POST \$ \_\_\_\_\_ /LF

### **6' FENCE**

0-99' \$ \_\_\_\_\_ /LF

100' X 499' \$ \_\_\_\_\_ /LF

500'+ \$ \_\_\_\_\_ /LF

4' SINGLE WALK GATE \$ \_\_\_\_\_ /LF

12' DOUBLE DRIVE GATE \$ \_\_\_\_\_ /LF

TERMINAL POST \$ \_\_\_\_\_ /LF

### **8' FENCE**

0-99' \$ \_\_\_\_\_ /LF

100' X 499' \$ \_\_\_\_\_ /LF

500'+ \$ \_\_\_\_\_ /LF

4' SINGLE WALK GATE \$ \_\_\_\_\_ /LF

12' DOUBLE DRIVE GATE \$ \_\_\_\_\_ /LF

TERMINAL POST \$ \_\_\_\_\_ /LF

**10' FENCE**

0-99'	\$ _____ /LF
100' X 499'	\$ _____ /LF
500'+	\$ _____ /LF
4' SINGLE WALK GATE	\$ _____ /LF
12' DOUBLE DRIVE GATE	\$ _____ /LF
TERMINAL POST	\$ _____ /LF

**12' FENCE**

0-99'	\$ _____ /LF
100' X 499'	\$ _____ /LF
500'+	\$ _____ /LF
4' SINGLE WALK GATE	\$ _____ /LF
12' DOUBLE DRIVE GATE	\$ _____ /LF
TERMINAL POST	\$ _____ /LF

**VINYL FENCING SYSTEM THERMALLY FUSED AND BONDED (2B)**

**4' FENCE**

0-99'	\$ _____ /LF
100' x 499'	\$ _____ /LF
500'+	\$ _____ /LF
4' SINGLE WALK GATE	\$ _____ /LF
12' DOUBLE DRIVE GATE	\$ _____ /LF
TERMINAL POST	\$ _____ /LF

**6' FENCE**

0-99'	\$ _____ /LF
100'X 499'	\$ _____ /LF
500'+	\$ _____ /LF
4' SINGLE WALK GATE	\$ _____ /LF
12' DOUBLE DRIVE GATE	\$ _____ /LF
TERMINAL POST	\$ _____ /LF

**8' FENCE**

0-99' \$ \_\_\_\_\_ /LF  
100' X 499' \$ \_\_\_\_\_ /LF  
500'+ \$ \_\_\_\_\_ /LF  
4' SINGLE WALK GATE \$ \_\_\_\_\_ /LF  
12' DOUBLE DRIVE GATE \$ \_\_\_\_\_ /LF  
TERMINAL POST \$ \_\_\_\_\_ /LF

**10' FENCE**

0-99' \$ \_\_\_\_\_ /LF  
100' X 499' \$ \_\_\_\_\_ /LF  
500'+ \$ \_\_\_\_\_ /LF  
4' SINGLE WALK GATE \$ \_\_\_\_\_ /LF  
12' DOUBLE DRIVE GATE \$ \_\_\_\_\_ /LF  
TERMINAL POST \$ \_\_\_\_\_ /LF

**12' FENCE**

0-99' \$ \_\_\_\_\_ /LF  
100' X 499' \$ \_\_\_\_\_ /LF  
500'+ \$ \_\_\_\_\_ /LF  
4' SINGLE WALK GATE \$ \_\_\_\_\_ /LF  
12' DOUBLE DRIVE GATE \$ \_\_\_\_\_ /LF  
TERMINAL POST \$ \_\_\_\_\_ /LF

**COST TO REMOVE AND DISPOSE OF EXISTING FENCING FABRIC AND POSTS (INCLUDING FOOTINGS)**

\$ \_\_\_\_\_ /LF



**BILLABLE SELF PERFORMED LABOR TRADE RATES:**

The Billable Labor Rates shall include all small tools, taxes, supervision, insurances, overhead, profit, etc. **NO TRAVEL TIME** may be included in Billable Labor.

Installer	Daytime Rate	\$ _____ /HR
	Evening Rate	\$ _____ /HR
	Weekend Rate	\$ _____ /HR
	Holiday Rate	\$ _____ /HR
Laborer	Daytime Rate	\$ _____ /HR
	Evening Rate	\$ _____ /HR
	Weekend Rate	\$ _____ /HR
	Holiday Rate	\$ _____ /HR

**ALL RATES NOT TO EXCEED 1.5 DAYTIME RATE**

MISCELLANEOUS MATERIALS MARKUP \_\_\_\_\_ %

(The percentage to be added to the cost of all approved miscellaneous materials which are provided to perform work under this contract)

SUB-CONTRACTOR MARK-UP \_\_\_\_\_ %

(The percentage indicated includes profit and overhead. While the use of sub-contractors is not discouraged and at times may be required by the specific performance requirements of the project, it is the expectation of WCBOE that the Awarded Contractor will have the capability to self-perform the requested tasks if applicable.)

RENTAL EQUIPMENT MARK-UP \_\_\_\_\_ %

(The percentage to be added to the cost of all approved rental equipment utilized to perform work under this contract.)

**Percentage indicated represents contractor's total margin (profit and overhead) above the cost of materials and applicable shipping charges.**

***N.B. The successful Contractor(s) will be determined by applying bid rates to a pre-defined sample project.***

The contractor will be required to obtain all necessary pricing from suppliers and subcontractors. Suppliers and subcontractors may be selected by WCBOE. Full disclosure of all proposal/quotes may be required for review of WCBOE.

## APPENDIX A

The successful Contractor(s) will be required to complete and submit this form when assigned a specific project

### EXAMPLE PROPOSAL FORM for a typical JOB ORDER CONTRACT

Project Name:

#### BILLABLE LABOR RATES

Position \_\_\_\_\_ @ \$ \_\_\_\_\_ /HR x \_\_\_\_\_ Total hours = (subtotal) \$ \_\_\_\_\_

Position \_\_\_\_\_ @ \$ \_\_\_\_\_ /HR x \_\_\_\_\_ Total hours = (subtotal) \$ \_\_\_\_\_

Position \_\_\_\_\_ @ \$ \_\_\_\_\_ /HR x \_\_\_\_\_ Total hours = (subtotal) \$ \_\_\_\_\_

**Total \$ \_\_\_\_\_**

#### BILLABLE MATERIAL COSTS

Material Cost \$ \_\_\_\_\_ + \_\_\_\_\_ % = **Total \$ \_\_\_\_\_**

#### BILLABLE SUB-CONTRACTOR COSTS

Sub-Contractor Cost \$ \_\_\_\_\_ + \_\_\_\_\_ % = **Total \$ \_\_\_\_\_**

#### BILLABLE EQUIPMENT RENTAL COSTS

Sub-Contractor Cost \$ \_\_\_\_\_ + \_\_\_\_\_ % = **Total \$ \_\_\_\_\_**

**Grand Total \$ \_\_\_\_\_**

\*\*\* The Contractor **WILL** be required to show on invoice **ALL** documentation of the time and material. When submitting the invoice, the lump sum total shall not exceed the estimate provided at the start of the project without prior approval from the Project Manager.

BID/PROPOSAL AFFIDAVIT

A. Authority

I HEREBY AFFIRM THAT:

I (print name)\_\_\_\_\_ possess the legal authority to make this Affidavit.

B. CRIMINAL BACKGROUND CHECK REQUIREMENTS

I FURTHER AFFIRM THAT I UNDESTAND AND COMPLY WITH:

1. Effective July 1, 2015, amendments to 6-113 of the Education Article of the Maryland Code further require that 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.
2. 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.

B1. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this

## BID/PROPOSAL AFFIDAVIT

project, it is understood that, if the certification is false, such false certification constitutes grounds for the Board of Education of Wicomico County (WBCOE) to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

### B2. Certification Regarding Minority Business Enterprises.

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the WCBOE to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

B-2. Certification Regarding Veteran-Owned Small Business Enterprises. The undersigned bidder hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, §14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

BID/PROPOSAL AFFIDAVIT

(5) Willfully and knowingly fail to file any declaration or notice with the WCBOE that is required by COMAR 21.11.12; or

(6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1)—(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:
  - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
  - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

BID/PROPOSAL AFFIDAVIT

(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)—(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

BID/PROPOSAL AFFIDAVIT

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT: Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any

BID/PROPOSAL AFFIDAVIT

person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

(a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and

(b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities: \_\_\_\_\_

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the Board of Education of Wicomico County, the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part 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.

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

By: \_\_\_\_\_ (print name of Authorized Representative and Affiant)

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



**Wicomico County Public School  
CONTRACT AFFIDAVIT**

Child Sexual and Sexual Misconduct Prevention Compliance  
(House Bill 486/Senate Bill 541 2019 Session)

**A. AUTHORITY**

I HEREBY AFFIRM THAT:

I, (print name) \_\_\_\_\_ possess the legal authority to make this  
Affidavit on behalf of \_\_\_\_\_(name of company).

**B. SCREENING APPLICANTS FOR EMPLOYMENT UNDER AN WCPS CONTRACT**

Effective July 1, 2019, Maryland Law requires contractors to screen all applicants for a position involving direct contact with minors as defined in Section 6-113.2 of the Education Article, Maryland Annotated Code ("statute").

Screening requires the applicant to submit to the contractor the following:

1. Contact information of:
  - The current employer
  - All former school employers; and
  - All former employers of the applicant in which the applicant was employed in a position involving direct contact with minors.
2. Written consent form signed by applicant to release all records relating to child sexual abuse or sexual misconduct.
3. A written statement of whether the applicant:
  - Has been the subject of a child sexual abuse or sexual misconduct investigation by any employer, arbitrator, county board, state licensing agency, law enforcement agency, or child protective services agency, unless the investigation resulted in any of the findings listed in Section 6-113.2(B)(3)(i)(1-5), of the statute.
  - Has ever been disciplined, discharged, nonrenewed, or asked to resign from employment, or has ever resigned from, or otherwise separated from, any employment while allegations of child sexual abuse or sexual misconduct were pending or were under investigation, or due to an adjudication or findings of child sexual abuse or sexual misconduct; or
  - Has ever had a license, professional license, or certificate suspended, surrendered, or revoked while allegations of child sexual abuse or sexual misconduct were pending or under investigation, or due to an adjudication or findings of child sexual abuse or sexual misconduct.

Before hiring an applicant for a position involving direct contact with minors, the Contractor shall:

1. Review an applicant's employment history by contacting employers listed by the applicant and requesting dates of employment and answers to questions regarding child sexual abuse or sexual misconduct required by the statute; and
2. Request a report from the Maryland State Department of Education regarding the applicant's eligibility for employment or certification status to determine whether the applicant a) holds a

**Wicomico County Public School  
CONTRACT AFFIDAVIT**

Child Sexual and Sexual Misconduct Prevention Compliance  
(House Bill 486/Senate Bill 541 2019 Session)

valid and active certification appropriate for the position and is otherwise eligible for employment; and b) has been the subject of professional discipline related to child sexual abuse or sexual misconduct.

If the information from an applicant's employer includes an affirmative response to the child sexual abuse or sexual misconduct questions, and the Contractor wants to further consider the applicant for employment, the Contractor shall request additional information from the employer including records related to the child sexual abuse or sexual misconduct.

Contractor shall conduct the employment history review of the applicant: 1) at the time of initial hiring of the employee; or 2) before the employee is assigned to work for a school entity in a position involving direct contact with minors.

Contractor shall maintain a record of each employee's employment history review required by the statute; and provide to WCPS access to the employee's records upon request.

Before assigning an employee to perform work for WCPS in a position involving direct contact with minors, Contractor shall provide notice to WCPS of any affirmative responses to the child sexual abuse or sexual misconduct questions required by the statute.

Contractor may not assign an employee to perform work for WCPS in a position involving direct contact with minors if WCPS objects to the assignment after receiving notice required by the statute.

Notwithstanding any other remedies available under the Contract, Contractor may be subject to disciplinary action by the Maryland State Department of Education for willful violations of the statute.

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the requirements of Section 6-113.2 of the Education Article, Annotated Code of Maryland.

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

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

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

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

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

## SCOPE OF WORK

1. FENCING – For the purposes of this bid, FENCING will be defined as ‘fencing and associated work’ including, but not limited to, the following activities.

Installation of new fence	Removal of existing fence
Repair existing fence	Installation of gate into existing fence

It is the expectation that the awarded Contractor would have on hand staff with the capability to perform each of these tasks on a small-scale job.

While the use of sub-contractors is not discouraged and at times may be required by the specific performance requirements of the project, it is the expectation of WCBOE that the Awarded Contractor will have the capability to self-perform the requested tasks **if applicable.**

2. SERVICES under this contract will be for miscellaneous Roofing related projects on an as-needed job-specific basis.

The WCBOE will provide a scope or outline of the required services for an individual work effort to be assigned to the Contractor. The Contractor will, within a reasonable time (not in excess of seven (7) working days) provide a written proposal which shall include a description of the services to be provided, a complete cost breakdown and proposed time for completion. Once the scope of services and schedule are negotiated, reviewed and agreed upon, the WCBOE will issue a purchase order. The purchase order will include all terms and conditions, time for completion and other agreements related to the specific project.

3. BILLABLE LABOR RATES: The Billable Labor Rates shall include all small tools, taxes, insurances, supervision, overhead, profit, etc. The successful Contractor(s) shall invoice the Board at these labor rates for each project completed under this contract. The WCBOE’s Project Manager and the successful Contractor shall establish the number of hours per project PRIOR to the start of each project.
  1. Overtime is weekday evenings after 5 P.M and Weekends.
  2. Holidays - The following days are recognized for Holiday Rates as appropriate: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
4. The successful Contractor(s) will be required to obtain all necessary pricing from suppliers and sub-contractors. Minimums of two quote(s) are required. Suppliers and sub-contractors may be selected by WCBOE. Full disclosure of all proposals/quotes may be required for review by WCBOE.

The owner reserves the right to purchase material directly from a supplier when practicable. Contractor will supply material list.

5. SUBCONTRACTOR MARGIN: The successful Contractor(s) shall invoice the WCBOE the actual cost plus the quoted percentage. The WCBOE’s Project Manager and the successful Contractor(s) shall create a per-project (Form of Proposal) as outlined in Appendix A of this bid for each project PRIOR to the start of each project. This proposal shall be approved by the WCBOE’s Project Manager. COPIES OF INVOICES MAY BE REQUESTED BY THE WCBOE’S PROJECT MANAGER OR THE COMPTROLLER.

6. MISCELLANEOUS MATERIALS MARGIN: The successful Contractor shall invoice the WCBOE the actual cost plus the quoted percentage. The WCBOE's Project Manager and the successful Contractor(s) shall create a per-project (Form of Proposal) as outlined in Appendix A of this bid for each project PRIOR to the start of each project. This proposal shall be approved by the WCBOE's Project Manager. COPIES OF INVOICES MAY BE REQUESTED BY THE WCBOE'S PROJECT MANAGER OR THE COMPTROLLER.
7. DETERMINATION OF AWARD: The successful Contractor(s) will be determined by applying bid rates to a pre-defined sample project. The sample project outline will be designed in advance by the WCBE.
8. APPENDIX: The Appendix A attached to this document contains an EXAMPLE of the per-project proposal form which will be required to be completed and submitted prior to each project.

End of Section

**FENCING SPECIFICATIONS  
FOR 4', 6', 8', 10' AND 12' CHAIN LINK FENCE**

1. FABRIC: 9 gauge galvanized 2" mesh, knuckle and knuckle top and bottom. Bottom of fabric to be left 2" above ground. Class One – 1.2 oz. per square foot.
2. TOP RAIL (GALVANIZED): 1 5/8" O.D. schedule #40 pipe or SS40 pipe. 21" lengths joined with 1 5/8" sleeve.
3. LINE POST (GALVANIZED):  
4' and 6' height: 2" O.D. schedule #40 pipe or SS40 pipe. Line posts set 10' on center maximum spacing. Cast in concrete: 10" diameter, 30" depth.  
  
8' and 10' height: 2 1/2" O.D. schedule #40 pipe or SS40 pipe. Line posts set 10' on center maximum spacing. Cast in concrete: 12" diameter, 42" depth.  
  
12' height: 3" O.D. schedule #40 pipe or SS40 pipe. Line posts set 10' on center maximum spacing. Cast in concrete: 12" diameter, 42" depth.
4. TERMINAL POST (GALVANIZED):  
4' and 6' height: 2 1/2" O.D. schedule #40 pipe or SS40 pipe. Cast in concrete: 12" diameter, 42" depth.  
  
8' and 10' height: 3" O.D. schedule #40 pipe or SS40 pipe. Cast in concrete: 12" diameter, 42" depth.  
  
12' height: 3" O.D. schedule #40 pipe or SS40 pipe. Line posts set 10' on center maximum spacing. Cast in concrete: 12" diameter, 42" depth.
5. GATES (GALVANIZED): (4' single walk gate and 12' double drive gate): Framework – 2" schedule #40 pipe or SS40 pipe. Gates braced and trussed as necessary. Same fabric as fence.
6. GATE POSTS (GALVANIZED):  
4' and 6' height: 2 1/2" O.D. schedule #40 pipe or SS40 pipe. Cast in concrete: 12" diameter, 42" depth.  
  
8' height: 3" O.D. schedule #40 pipe or SS40 pipe. Cast in concrete: 12" diameter, 42" depth.  
  
10' and 12' height: 4" O.D. schedule #40 pipe or SS40 pipe. Cast in concrete: 12" diameter, 42" depth.
7. FITTINGS (GALVANIZED): Beveled brace band and carriage bolt, pressed steel rail-end 2 hole, pressed steel loop cap, malleable cap 3/16" x 3/4" tension bar, beveled tension band and carriage bolt.
8. TIE WIRE: 6 1/2" 9 gauge aluminum tie wire spaced 15" on center for line posts and 24" on center for rails.
9. BOTTOM TENSION WIRE: 7 gauge galvanized coil wire, ringed with 9 gauge galvanized steel hog rings at 24" on center.
10. POST FITTINGS (GALVANIZED): Truck poured concrete (2500 PSI)
11. VINYL COATING: Fabric will be 9GA, core thermally fused and bonded (2B). Framing will be SS40 only, PVC coated 10-14 heavy mill. No schedule 40 to be used with coating.

**ALL MATERIALS MAY BE MANUFACTURED BY DOMESTIC OR FOREIGN MANUFACTURERS.**