



Office of Purchasing
10910 Clarksville Pike
Ellicott City, Maryland 21042-6198
(410) 313-6723, fax (410) 313-6789

INVITATION TO BID

**HARDWOOD FLOOR REFINISHING, INSTALLATION,
MAINTENANCE & REPAIR SERVICE
BID #042.20.B3**

To All Interested Bidders:

Re: NOTICE TO BIDDERS
Bid #042.20.B3, Hardwood Floor Refinishing, Installation, Maintenance and Repair Service

The Howard County Board of Education invites your participation in a bid for Hardwood Floor Refinishing, Installation, Maintenance and Repair Service. The work includes, but is not limited to, selecting experienced contractor(s) to provide hardwood floor refinishing, installation, maintenance and repair service to existing and new hardwood floors within the Howard County Public School System. The awarded Bidder(s) shall provide (furnish and install) all supervision, tools, materials, parts, equipment, and labor necessary to complete each project.

Bid documents may be obtained on **Friday, February 14, 2018** at the Howard County Department of Education, Purchasing Office website www.hcpss.org/about-us/purchasing/current-bids/.

The Purchasing Office's contact for this project is Mr. Joe Veslany, jveslany@hcpss.org, (410) 313-6723.

Bids shall be submitted in a sealed envelope clearly marked "**BID**", "**Hardwood Floor Refinishing, Installation, Maintenance & Repair Service**" "**Bid #042.20.B3**", to the Howard County Department of Education, Purchasing Office, 10910 Clarksville Pike, Ellicott City, Maryland 21042 no later than **Wednesday, March 4, 2020 at 11:00 A.M.** Late bids will not be accepted. It is the bidder's responsibility to insure that bids are delivered to the Purchasing Office prior to the scheduled opening time. The Purchasing Office is located in a modular building (#177) directly behind the Department of Education Building.

It is the bidders sole responsibility to regularly visit the HCPSS Purchasing web site listed above to download and acknowledge receipt of all Addenda. It is highly recommended that bidders ascertain if they have received all the addenda issued prior to submitting their proposal. Failure of any bidder to receive any such Addenda or interpretation may not relieve such bidder from obligation under his/her proposal as submitted.

All questions shall be directed, in writing, no later than 12:00 P.M., February 21, 2020 to Mr. Joe Veslany, Procurement Specialist, jveslany@hcpss.org. The Howard County Public School System is under no obligation to respond to any questions that are received after the cutoff date and time. Only answers provided via addenda issued by the HCPSS will be binding. Under no circumstances are bidders, including third party vendors or their staff, to contact any other HCPSS Staff, employees or any related constituency for purposes associated with this solicitation, including but not limited to, obtaining or providing information. **Bidders failing to comply with this requirement may be disqualified.**

The Board reserves the right to waive any informalities in, or to reject any or all bids.

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

Please return the attached NO BID REPLY FORM if your firm does not bid this project. This form may be faxed to (410) 313-6789.

Joe Veslany
Procurement Specialist



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(410) 313-6723, fax (410) 313-6789

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM
10910 Clarksville Pike
Ellicott City, Maryland 21042

NO BID REPLY FORM

Sealed Bid for: **Hardwood Floor Refinishing, Installation, Maintenance & Repair Service**

Bid Number: **Bid #042.20.B3**

Bidder: _____

To assist us in obtaining good competition on our request for bids, we ask that each firm that has received an invitation, but does not wish to bid, state their reason(s) below.

Unfortunately, we must offer a "No Bid" at this time because:

- _____ 1. We do not wish to bid under the terms and conditions of the Bid document. Our objections are:

- _____ 2. We do not feel we can be competitive.
- _____ 3. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.
- _____ 4. We do not wish to sell to The Howard County Public School System. Our objections are:

- _____ 5. We do not sell the item(s)/service(s) requested in the specific specifications.
- _____ 6. Other: _____

February 14, 2020

Issue Date

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM
10910 Clarksville Pike
Ellicott City, Maryland 21042

SEALED BID FOR: Hardwood Floor Refinishing, Installation,
Maintenance & Repair Service

BID NUMBER: 042.20.B3

PRE-BID DATE: N/A

PRE-BID TIME: N/A

PRE-BID LOCATION: N/A

LAST DATE & TIME FOR QUESTIONS: February 21, 2020 at 12:00 PM in writing
Submit To: Joe Veslany at jveslany@hcpss.org

BID OPENING DATE: Wednesday, March 4, 2020

BID OPENING TIME: 11:00 AM

BUYER: Joe Veslany, phone: 410-313-6723, fax: 410-313-6789
email: jveslany@hcpss.org

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

**HARDWOOD FLOOR REFINISHING, INSTALLATION,
MAINTENANCE & REPAIR SERVICE
BID #042.20.B3**

I. INSTRUCTIONS TO BIDDERS

A. BID PREPARATION

1. One (1) complete set of Invitation for Bid, consisting of: (1) Instructions to Bidders (2) Terms and Conditions; (3) the Specifications; (4) any plans or drawings made part of the Invitation for Bid; (5) any addenda, shall be provided to each prospective bidder. The original Bid Price Sheet/Form of Proposal must be returned: (1) with all questions answered; (2) without alteration; (3) with the BID SIGNATURE SHEET or No Bid Reply form properly signed; (4) sealed and enclosed in an envelope; (5) to the Purchasing Office, The Howard County Public School System, 10910 Clarksville Pike, Ellicott City, Maryland 21042, either mailed or hand carried before the time and date stated for return of bid. Telephone, facsimile, and/or telegraphic bids will not be accepted. It is the bidder's responsibility to ensure that the bid is delivered to the proper place prior to the scheduled opening time.
2. The remaining documents consisting of all pages of the Invitation for Bid, the General Provisions, Terms and Conditions, any plans, drawings or extraneous matter, are to be retained by the bidder and will form part of the contract resulting from this solicitation.
3. It is the bidder's responsibility to examine and understand all parts of the bid including all parts of the bidding documents, any addenda, drawings, or reference matter.
4. Any clarification or explanation desired by the bidder, regarding the meaning or interpretation of the bid, or any part thereof, must be made in writing to the Purchasing Office of The Howard County Public School System, 10910 Clarksville Pike, Ellicott City, Maryland 21042, allowing sufficient time for a reply to reach all prospective bidders for the time and date scheduled for the return of the bid.

A. OBJECTIVES

1. The objective of this bid is for The Board of Education of Howard County Schools (herein referred to as "the Board"), administrated by the Howard County Public School System (herein referred to as "HCPSS" or "the school system") to select a qualified contractor(s) to perform hardwood floor installation, maintenance and repair service or associated work for the Howard County Public School Systems, Building Services department in accordance with these bid documents.
2. All work performed under this contract shall be in accordance with the 100% bid documents, procurement specifications, any applicable drawings and addenda issued and shall minimally follow current OSHA regulations.
3. The work will involve but is not limited to refinishing, Installation, Maintenance and Repair of gymnasium, stage and dance hardwood floors.

Hardwood floor service may be required at any one HCPSS facility, or at multiple facilities, at any given time. Only one contractor will be selected for each project.

B. CONTRACT DOCUMENTS

1. Contract Documents consist of the Bid Documents, the Procurement Specifications, and any applicable drawings and addenda issued.
2. All of these materials will be included in the contract which The Board of Education awards as a result of this solicitation and will be among the contract documents. The bidder, by submitting its bid, agrees that if awarded the contract that it will be bound under the contract to all the terms and conditions of the contract.

C. ISSUING OFFICE

- a) The Issuing Office is:

The Howard County Public School System
Purchasing Office
10910 Clarksville Pike
Ellicott City, Maryland 21042
Attn: Joe Veslany
(410) 313-6723
jveslany@hcpss.org
<https://purchasing.hcpss.org/business-opportunities>

- b) The Issuing Office shall be the sole point of contact with HCPSS for purposes of preparation and submittal of the Technical Offer and Bid Price.

D. QUESTIONS AND INQUIRIES

1. For purposes of preparation and submittal of bid, contact, Mr. Joe Veslany, 410-313-6723, jveslany@hcpss.org of the issuing office.
2. Items affecting the scope of work or conditions of the contract shall be subject to the conditions of addenda.

E. DUE DATE AND TIME

1. **One original, plus two (2) copies (for a total of 3)**, of a bidder's bid must arrive at the Purchasing Office by the time and date specified in the Invitation to Bid in order to be considered for this project. Contractors are requested to clearly mark the original copy as such.
2. Bidders mailing bids shall allow sufficient mail delivery time to insure timely receipt by the issuing office. Bids arriving after the due date and time will not be considered.
3. **LATE BIDS CANNOT BE ACCEPTED.** Bids are to be delivered to the Purchasing Office, Department of Education of Howard County, 10910 Clarksville Pike, Ellicott City, Maryland 21042. HCPSS recommends against use of mail or delivery services that will not guarantee delivery directly to the Purchasing Office. Bids delivered to the central mailroom or front desk will not be considered "received" until they arrive at the Purchasing Office. HCPSS will not waive delay in delivery resulting in delay on the part of a carrier
4. **The Purchasing Office is located in a modular building (#177) directly behind the Department of Education building.**

F. BASIS FOR AWARDING BIDS

1. Contract award will be made by the Board of Education to the lowest responsible bidder(s) who conforms to the specifications with consideration given to quantities involved, time required for delivery, purpose for which required, competency and responsibility of the bidder and the ability of the bidder to perform satisfactory service.
2. It is the school system's intent to award one (1) or more contractors.
3. The Howard County Public School System reserves the right to make an award of the bid for all items, or any parts, thereof, to one or more bidders, as set forth in detail under the information furnished in this document. The owner further reserves the right to consider information other than price when evaluating bids.
4. In the event of tie bids where all factors are equal, award shall be made to the Howard County bidder, the out of county bidder but incorporated in Maryland, and the bidder not incorporated in the state of Maryland, in that order of preference. If bidders within one of these geographical designations are equal as to all factors of consideration, the award shall be made by the toss of a coin.
5. The Board of Education of Howard County reserves the right to reject any or all bids, in whole or in part, to make partial awards, to waive any irregularity, to increase or decrease quantities where quantities are shown and may reject any bid which indicates any omission, contains alteration of form or additions, or imposes conditions or offers alternate items and may make any award which is deemed in the best interest of The Howard County Public School System.

G. BID BOND

1. A Bid Bond is not required for this bid.

H. PERFORMANCE AND LABOR AND MATERIALS BONDS

1. This paragraph only applies to the contractor(s) selected as a result of this procurement. Awarded contractor(s) shall furnish a 100% Performance and Labor and Materials Bond for any projects during the term of the contract that exceed \$50,000 to cover the work performed.
2. Bonds shall be written by a bonding company, licensed to do business in the state of Maryland and otherwise acceptable to The Howard County Public School System. Bonds shall be executed on AIA Document A312, or a bonding form approved by the HCPSS.
3. **Bidders shall enclose a letter from its bonding company stating its willingness to provide the bidder with Performance, and Labor and Materials bonds.**

I. ESTIMATED QUANTITIES

1. Estimated dollar volume for hardwood floor refinishing, replacement, maintenance and repair service is \$300,000 annually. All bidders are advised that such dollar volumes are estimates only and further understand and agree that in providing such estimates, the school system makes no guarantee that any or all of the estimated work will be assigned to the selected contractor(s).

J. SITE INVESTIGATION

1. By submitting a bid the contractor acknowledges that they have investigated and satisfied themselves as to the conditions affecting the work, including, but not

restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, and electric power. Any failure by the contractor to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the cost of successfully performing the work. HCPSS shall not be responsible for any conclusions or interpretations made by the contractor of the information made available by HCPSS.

K. RIGHT TO REJECT BIDS AND WAIVE INFORMALITIES

1. The Howard County Public School System reserves the right to waive any technicality or minor irregularity in a bid in the interest of the Board.

L. BIDS FIRM FOR 120 DAYS

1. Bid prices shall remain firm for one hundred twenty (120) calendar days from the date of opening.

M. LICENSES AND QUALIFICATIONS

1. **Bidders must be licensed to do business in the State of Maryland. Bidders shall submit proof of current licensing with their bid.**
2. Bidders shall have 5 years experience as a hardwood floor contractor under the same company name and have prior experience with hardwood floor, gymnasium, stage floor, dance floor, refinishing, installation, maintenance and repair service.
3. Failure to demonstrate prior experience with hardwood floor refinishing, installation, maintenance and repair shall result in rejection of the bid.
4. Bidders shall maintain an office within a 75-mile radius of the Howard County School System.

N. CLARIFICATIONS AND ADDENDA

1. Should a Bidder find discrepancies in the bid documents, or should they be in doubt as to the meaning or intent of any part thereof, they must, not later than seven (7) days (Saturdays, Sundays and Holidays excluded) prior to the bid due date, request clarification in writing from the issuing office, who will issue a written Addendum to the contract. Failure to request such clarification is a waiver to any claim by the bidder for expense made necessary by reason of later interpretation of the bid documents by the HCPSS. Requests shall include the bid number and name.
2. Oral explanations or instructions will not be binding; only written addenda will be binding. Any addenda resulting from these requests will be posted on the school system website no later than two days prior to the bid due date. The bidder shall acknowledge the receipt of all addenda on the Bid Price Sheet.

O. CANCELLATION OF THE BID

1. HCPSS may cancel this Multi Step Bid, in whole or in part, at any time before the opening of the Bids.

P. BID ACCEPTANCE

1. The Howard County Public School System reserves the right to accept or reject any and all bids, in whole or in part, received as a result of this bid or to waive minor irregularities, in any manner necessary, to serve the interest of The Board

of Education. HCPSS further reserves the right to award in full, make multiple awards, partial awards, or to make no award at all.

2. HCPSS reserves the right to require that the contractor demonstrate that it has the skills, equipment and other resources to satisfactorily perform the nature and magnitude of work necessary to complete the project within the proposed contract schedule.

Q. ORAL PRESENTATION

1. Bidders who submitted technical offers may be required to make individual presentations to HCPSS representatives in order to clarify their proposals.

R. MODIFICATIONS AND WITHDRAWAL OF BIDS

1. Withdrawal of, or modifications to bids are effective only if written notice thereof is filed to the purchasing office prior to the time bids are due. A notice of withdrawal or modification to a bid must be signed by an officer with the authority to commit the company.

2. No withdrawal or modifications will be accepted after the time bids are due.

S. MULTIPLE/ALTERNATIVE BIDS

1. Bidders may not submit more than one (1) bid nor may bidders submit an alternate to this bid.

T. CONFIDENTIALITY

1. Bidders should give specific attention to the identification of those portions of their Technical Offers which they deem to be confidential, proprietary information or trade secrets, and provide any justification of why such materials, upon request, should not be disclosed by HCPSS under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6 of the Annotated Code of Maryland. Contractors must clearly indicate each and every section that is deemed to be confidential, proprietary, or a trade secret. It is not sufficient to preface your technical offer with a proprietary statement. Bid prices will be opened publicly.

U. TERMS OF CONTRACT

1. By submitting a response to this solicitation, a firm affirms acceptance of all terms and conditions contained in the conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, and any addenda.

B. RESOLUTION OF DISPUTES

1. Bid rejection for non-responsiveness and/or non-responsibility shall be made using the criteria guidelines as stated in the general provisions of bid proposal, terms and conditions, and technical specifications.
2. After bid opening and bid review, but prior to bid award, if a bidder's entire bid is declared to be non-responsive and/or non-responsible, the bidder will be notified as to the reason(s) for rejection.
3. Protests shall be filed in writing to the purchasing office within two days after notification.
4. Protests shall include the basis for the protest or appeal, complete in all respects, with relief sought, and whether the protester wishes to have a hearing with respect to the protest or appeal.

5. Protests shall be addressed to Howard County Department of Education, 10910 Clarksville Pike, Ellicott City, Maryland 21042, Attn: Joe Veslany, labeled "Protest". The written protest shall include as a minimum the following:

C. ETHICS REGULATIONS

1. The Board of Education of Howard County has adopted an Ethics Regulation policy. Required by the Annotated Code of Maryland, these ethics regulations cover members of the Board of Education, the Superintendent, and all employees; and it specifies limits of participation of these individuals with entities doing business with The Howard County Public School System. For a copy of the regulations, please contact the purchasing Office, Howard County Department of Education (410) 313-6644.
 - a) Name and address of the protester
 - b) Appropriate identification of the bid
 - c) Supporting exhibits, evidence, and/or documents to substantiate any claims.
 - d) Suggested remedy(ies).

II. TECHNICAL FORMS

A. SIGNING OF FORMS

1. The Bid Affidavit & Bid Price Sheet, if submitted by an individual, shall be signed by the individual; if submitted by a partnership, they shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation, they shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary. If not signed by an officer there must be attached a copy of that portion of the by-laws or a copy of a board resolution, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation. Signatures shall be under seal, i.e.: indicated by the word "(Seal)" following signature of individual and partner bidders, and indicated by affixing the Corporate Seal at corporate signatures.

B. TECHNICAL OFFER CRITERIA

1. The following information **(items 3 through 10)** must be furnished in the technical offer portion of the Bid. Failure to include any of the items below in your response may result in the Bid being considered non-responsive. **The criteria are listed in the order of importance. Bidders are to compile their technical information in this same order.**
2. Loose blank forms for each of the items required are furnished with this bid package along with a checklist that lists all documents/responses to be submitted in your bid. Substitute forms and/or data may not be considered.
3. **BID PROPOSAL AFFIDAVIT:** The Bid/Proposal Affidavit enclosed in this document must be executed by each responding bidder and submitted with their bid.
4. **EXPERIENCE REFERENCE FORM:** Complete the enclosed Experience Reference Form for three (3) recent projects, within the past three years, which demonstrate your firm's experience with hardwood floor, refinishing, installation, maintenance and repair service. Higher consideration will be given to those jobs that were done on an On-Call or Time & Material basis and to those jobs that

demonstrate your firm's experience at working on public school buildings under accelerated schedules.

- a) As indicated on the form, the following information is to be provided for each project:
 - (1) Customer/Owner's name, address, contacts names and telephone number;
 - (2) A brief description of the project including:
 - (a) Type of hardwood floor service preformed, replacement, repair, refinishing, etc.
 - (b) Setting (school building, etc.);
 - (c) Name of your firm's Project Manager;
 - (d) Dollar amount of the contract;
 - (e) Type of contract: (On-Call, Time & Material, Lump Sum, etc.);
 - (f) Official start date and completion date;
 - (g) List all similarities of your projects to this project.
 - b) **NOTE:** Experience noted must demonstrate the bidder's knowledge and ability to perform similar work for a public school system. The bidder should place emphasis on the scope of work required, product manufacturer utilized, the time to complete, their ability to perform satisfactorily and their competency and responsibility to perform within limited time frames.
 - c) The references listed on the Contractor's "Experience/Reference Form" will be checked by HCPSS. All references must include a contact person and telephone number who can comment on the firm's ability to do a project of this type. It is imperative that contact names and phone numbers given for the projects listed be accurate.
 - d) The school system reserves the right to check other sources available. References will be held in the strictest of confidence by the school system.
5. **KEY PERSONNEL FORM:** Complete the enclosed Key Personnel Form, provide the name of the Project Manager (100% on site supervisor with authority to act on behalf of the firm), to be assigned to this contract if awarded inclusive of the following:
- (1) Technical Training/Educational background;
 - (2) Direct work experience with the bidding firm;
 - (3) Work experience with other employers, duration of employment and position(s) held;
 - (4) Specific project experience similar to the hardwood floor work described herein. Include:
 - (5) Individual's role on each project;
 - (6) A brief description of the project including the type of hardwood floor service, the dollar volume of project and the start and completion dates;
 - (7) Personnel References: Provide two (2) project references for the Project Manager, in the space provided on the Key Personnel Form. All references must include a contact person and telephone number who can comment on the individual's ability to manage a project of this type. It is imperative that contact names and phone

numbers given for the projects listed be accurate. All references will be held in the strictest of confidence.

- a) **NOTE:** Personnel Commitment: By submitting these names for consideration, the bidder is committing these people to HCPSS for any resulting contract's duration. Personnel changes will not be permitted without written authorization from HCPSS.
 - b) **NOTE:** Higher consideration will be given in the evaluation if the Project Manager has demonstrated experience on projects similar in scope to the school system's projects.
6. **PROFILE OF COMPANY FORM:** Complete the enclosed "Profile of Company Form" included with this bid package. It is required that your firm have a least five (5) years hardwood floor refinishing, installation, maintenance and repair service experience with three (3) years' experience in a school system preferred. The Contractor must maintain an office within a 75-mile radius of the Howard County Public School System.

Include the following forms/copies with your submittal. Failure to provide copies of the following forms may result in your submittal being rejected.

7. **Copy of contractor's license.**
8. **Copy of certificate of insurance.**
9. **Number of incidents cited for non-compliance by MOSH/OSHA/MDE/EPA or letter stating no incidents on company letterhead.**
10. **Enclose a letter from your bonding company stating its willingness to provide your firm with performance bonds for the projects over \$50,000.**

III. IMPLEMENTATION OF ON CALL CONTRACTING

- A. It is the HCPSS intent to award to a minimum of one (1) or more contractor(s). The successful contractor(s) shall follow the procedure, as outlined below, when hardwood service is required.
 1. For each job the school system's Contract Manager will contact the selected contractor(s) and initiate a site visit. A scope of work will be defined inclusive of project schedule.
 - a) For jobs estimated at under \$5,000.00, the school system will alternate contractors. Selection of the contractor to be utilized will be on a rotating basis; although schedule, availability and/or price may be considered.
 - b) For jobs estimated at over \$5,000.00, the contractors will be asked to submit written not-to-exceed costs for the scope of work, based on rates offered in the bid price. HCPSS will select from among the contractors the contractor whose not-to-exceed price and/or time frame best serves the school system's interest.
 2. The contractor, after initial contact, must be available within two (2) working days to measure the area and review the site conditions. For emergency projects,

"same-day" commencement of work may be required. No additional costs, outside the terms of this contract, may be applied by the contractor for "same-day" work.

3. A written quotation showing itemized costs and a total not-to-exceed cost to include the cost of bonds for projects over \$50,000. A brief descriptive plan of action and a schedule of work shall be submitted to the Contract Manager for approval within two (2) working days after site visit.
4. After approval of the submittal by the Contract Manager, a purchase order will be issued by the school system's Purchasing Office to the selected contractor. This purchase order will confirm the scope of work, commencement date, time frame and price.
5. The contractor shall carefully field check all dimensions and other conditions affecting the work. HCPSS assumes no responsibility of errors made by the contractor when measuring and reviewing site conditions.

IV. RATES AND MARK-UPS

A. UNIT COSTS

1. Unit Costs are to be all inclusive. The cost of all labor, material, equipment, supervision, travel time and mileage, waste disposal, overhead, and profit is to be included in the itemized bid prices stated in the response to this bid.

B. CONTRACTOR'S LABOR AND MATERIAL RATES

1. It is understood and agreed that the cost of all labor, material, equipment, supervision, mileage, waste disposal, overhead, and profit is included in the itemized bid prices stated in the response to this bid. Travel time shall be borne by the contractor.
2. The school system will not recognize any premium or incentive pay and no work shall be performed on an overtime basis or shift differential and no overtime pay or shift differential shall be included as a "job cost" unless the performance of such overtime or shift differential has been authorized by the issuance of an additional change order to the purchase order on a particular project or as agreed to in the submitted not-to-exceed price by the contractor or as required in the scope of work issued by the school system.
3. In the event an emergency exists which would require immediate overtime work, the school system's Contract Manger shall be verbally notified by the contractor immediately and if permission to perform this work is granted verbally, it shall be confirmed in writing by the school system within twenty-four (24) hours of such work with a change order amendment to be issued within one (1) week of such work.
4. In the event that overtime work is required by the school system it will be recognized as a "job cost" only if a change order amendment has been issued to the contractor's not to exceed price. The overtime work shall be limited to the work and time approved in advance of its performance and paid at the recognized premium rate.
5. Incentive payments or premium payments made to any employees by the contractor either as permanent employee pay, subsistence or other pay in excess

of the wage shall be at the expense of the contractor and must be included as part of the quoted rates shown on the bid price.

6. Invoices may be requested from the contractor to demonstrate the percentage cost over invoice submitted for time and material rates for materials, equipment rental and subcontractors.

V. TERMS AND CONDITIONS

A. CONTRACT

1. If this bid is accepted and awarded, it shall become the contract document that governs the administration of the contract. All portions of this bid, including the bid documents, the procurement specification, drawings, any addenda, amendments, modifications, or any other extraneous matter incorporated shall be applicable as a result of this invitation to bid.

B. CONTRACT PERIOD

Any resulting contract(s) shall commence upon award. The Contract(s) is to be for one (1) year with the option to renew for five (5) additional one-year periods at the sole option of the school system pending successful performance and availability of funding.

C. CONTRACT MANAGER

1. The Howard County Public School System's Contract Manager shall be responsible for the day-to-day administration of the contract upon award by the Howard County Public School System. The HCPSS Contract Managers contact information will be made available upon award. All communications on projects are to be directed to the Contract Manager only. No instructions, directions, and information are to be given to the contractor by any other HCPSS personnel. Any change order work shall not proceed until a change order to the purchase order has been issued by the purchasing office confirming this additional work and the applicable additional cost.

D. TERMINATION FOR DEFAULT

1. When the contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of The Howard County Public School System. Failure on the part of the contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the contractor is not entitled to recover any costs incurred by the contractor up to the date of termination. Notification shall be in writing and shall be issued 30 days prior to termination date. In the event of default of contract The Howard County Public School System may procure services from other sources. The contractor found in default will be held responsible for all costs incurred.

E. TERMINATION FOR CONVENIENCE

1. The Howard County Public School System may terminate this contract, in whole or in part, without showing just cause upon giving written notice to the contractor. The Howard County Public School System shall pay all reasonable costs associated with termination of the contract. However, the contractor shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

F. PRICE ADJUSTMENTS

1. The Howard County Public School System will only consider adjustments on labor rates based only upon federal minimum wage increases and decreases in the

Consumer Price Index (CPI-W), Baltimore Region, as published by the Bureau of Labor Standards. Requested increases above a 10% cap will not be considered. In order to receive consideration for a price increase, the contractor must submit to The Howard County Public School System, sixty (60) days prior to the contract expiration date, a statement of any change in the hourly rate wage actually to be paid to its employees during the renewal term. Adjustments will be calculated by comparing the current index with the previous year's index so as to determine the change in index points. The point change will then be divided by the price index to obtain the percentage of change. The percentage of change will then be multiplied by .75 to obtain the adjustment to be applied to the current prices.

2. The Howard County Public School System will also consider adjustments based on fees outside of the control of the contractor, such as manufacturer price increases. However, such increases will be a "pass through" to the Howard County Public School System with no mark-up allowed. For such changes to be considered by the Howard County Public School System, documentation from the manufacturer (or any other applicable party) assessing a cost increase must accompany a written request from the contractor.
3. The Howard County Public School System will then review the request and advise the contractor of approval or disapproval of the price change request.
4. Price increase requests will not be considered if not accompanied with the proper information.

G. LIQUIDATED DAMAGES

1. Liquidated damages shall be assessed at the rate of five hundred dollars **(\$500.00)** per calendar day beyond the completion date indicated in the scope of work for each project and/or listed on the purchase order for work not 100% complete.
2. The contractor agrees that the sum specified for liquidated damages for delay by the contractor is not a penalty and is liquidated damages, that the damages resulting to the owner for delay in completion by the contractor are difficult of ascertainment and that the amount specified is not grossly excessive and it is not out of proportion to the damages that might readily be expected to result from delay caused by the contractor. Excluded from the liquidated damage provision, however, are any damages for loss of use of any facility of the owner that arises from a delay and the owner expressly reserves the right to claim damages for such loss of use. The contractor agrees that it has freely bid on this contract with the full and complete knowledge of the provisions for liquidated damages and waives all objections to such provisions as a penalty.
3. In addition, the owner shall assess and deduct from the contract sum any and all extra costs associated with maintaining the project (e.g. engineering fees, owner's overtime, etc.) for each calendar day of delay that the contractor extends substantial completion of the entire work beyond the completion date or time stipulated in the contract documents.
4. Any delays to projects must be communicated to the Contract Manager immediately.

H. TAXES

1. The Howard County Public School System is tax exempt, and the price quoted shall not include federal excise taxes, state or local taxes, or use taxes.

2. The bidder is responsible for all taxes, including but not limited to sales and use taxes on the purchase of the bidder's equipment and materials, or any equipment and materials supplied to the Board of Education on the project.

I. BILLING AND PAYMENT

1. The contractor shall submit invoices to the Howard County Department of Education, (Name of Department), 10910 Clarksville Pike, Ellicott City, MD 21042, Attn: (Name of Contact), at the completion of each job. Invoices must contain the following information:
 - a) Purchase Order Number
 - b) Name of school
 - c) Description of work along with quantities
 - d) Start date and completion date
 - e) Itemized breakdown of project costs to include labor and materials.
 - f) Total due

J. FUNDING

1. The contractual obligation of the Board of Education under any resulting contract is contingent upon the availability of appropriated funds.

K. ORDERS

1. Orders shall be in the form of an official Howard County Public School System purchase order. No deliveries are to be made under any contract(s) resulting from this bid without a purchase order.

L. PROCUREMENT CARD

1. The Howard County Public School System utilizes a Purchasing Card Program. Purchases resulting from this solicitation may be made through a Visa/Mastercard credit card.
2. Bidders are prohibited from charging any additional costs/fees above and beyond the established contract prices to process such orders. Bidders lacking Visa/Mastercard capability should contact the Purchasing Office.

M. INSURANCE

1. See ATTACHMENT A, INSURANCE REQUIREMENTS.

N. SAFETY DATA SHEETS

1. Pursuant to Occupational Safety and Health Act (OSHA) 29CFR1910, where applicable, SDS for the products supplied or used as a result of this contract must be attached to each shipment of product as well as mailed to:

The Howard County Public School System
Safety, Environment and Risk Management
10910 Clarksville Pike
Ellicott City, MD 21042

2. SDS must show the contract number under which the products were supplied or used and certify that no asbestos containing products have been installed.
3. The contractor must supply Safety Data Sheets (SDS) to the HCPSS Contract Manager, for all chemicals, finishes, paint, etc. as appropriate, prior to use on projects.

O. ASSIGNMENTS

1. The contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Howard County Public School System. Unless the performance is expressly waived in writing by the Howard County Public School System, an assignment does not release the contractor from responsibility for performance of this contract. Assignment or subcontracting without the written approval of the Howard County Public School System will be cause for termination.

P. SUBCONTRACTORS

1. Subcontractors may not be employed to perform any work under any resulting contract(s) unless specifically approved by the Contract Manager.
2. Nothing contained in these contract documents shall create any contractual relation between any subcontractor and the Howard County Public School System.

Q. TOBACCO FREE AND ALCOHOL/DRUG FREE ENVIRONMENT

1. The Board of Education of Howard County maintains a tobacco, alcohol/drug free environment. The sale or use of tobacco, alcohol or drugs, in any form, or related product, is prohibited in school buildings and grounds at all times. Persons found violating this policy will be requested to remove the product and themselves from school premises.

R. CRIMINAL HISTORY BACKGROUND CHECKS

1. All employees, agents, or representatives of the awarded contractor who will be performing work on any phase of the contract arising out of this bid are subject to a criminal history background check by the school system. Such persons, if requested by the school system, must provide fingerprints and other required information to facilitate such a check, as well as the necessary fees to obtain such a check from the federal or state government. At the completion of a background check, the school system may, at its sole discretion, decide that a particular employee, agent, or representative of the contractor be barred from school system property.

S. CHILD SEX OFFENDER NOTIFICATION

1. Sex Offender Requirement: Maryland law requires certain sex offenders to register with the local law enforcement agency; See Maryland Annotated Code, Criminal Procedure Article, §11-704. One of the purposes of this law, is to inform school systems when a Registered Sex Offender is residing or working in the area. When the 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.
2. As a contractor working for Howard County Public School System (HCPSS), we require that you do not employ Registered 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 HCPSS property. Further, Maryland Law that became effective June 22, 2006, requires that any person who enters a contract with a county board of education or a non-public school "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender; See §11-722 Criminal Procedure Article. An employer who violates this requirement is guilty of a misdemeanor and if convicted may be subject to up to five years imprisonment and/or a \$5,000 fine.

3. Each contractor shall screen their work-forces to ensure that a Registered Sex Offender does not perform work at a county public school and also ensure that a subcontractor and independent contractor conducts screening of its personnel who may work at a school. The term "work force" is intended to refer to all of the contractor's direct employees and subcontractors and/or independent contractors it uses to perform the work. Violations of this provision may cause HCPSS to take action against the contractor up to and including termination of the contract.
4. 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 property 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 sexual offense, child sexual abuse and crimes of violence.
5. The Contractor shall submit to HCPSS a listing of any employees assigned to perform under this agreement and certify that the necessary criminal history records checks have been conducted and that each employee complies with the requirements.

T. MULTI-AGENCY PARTICIPATION

1. Under §5-112, Paragraph (3) of the Education Article of the Annotated Code of Maryland HCPSS may with Board of Education approval participate in contracts for goods or commodities that are awarded by other public agencies or by intergovernmental purchasing organizations if the lead agency for the contract follows the public bidding procedures. HCPSS therefore reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.
2. Each participating jurisdiction or agency shall enter into its own contract with the Award Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the award.

U. MINORITY BUSINESS ENTERPRISE PARTICIPATION

1. Certified Minority Business Enterprises are encouraged to respond to this solicitation notice. Minority Business Enterprise participation shall be as defined by the procedures established for State of Maryland funded public school construction projects.
2. The contractor or supplier who provides materials, supplies, equipment, and/or services shall attempt to achieve the established goals determined for each project from certified minority business enterprises. The bidder or offeror agrees to make a good faith effort to achieve the established goals when applicable.

3. The Howard County Public School system may request Minority Business Enterprise (MBE) participation on future projects that may be funded by State of Maryland and/or Federal agencies. The awarded contractor(s) may be required to submit along with their pricing proposals on future projects (MBE) documentation (Section 00730, Attachments A, B, C, D, E, F & G) if applicable, at the request of the HCPSS.

V. BUILDING/SITE OCCUPANCY

1. Under no circumstances shall any driveway, access road or walkway be blocked by the contractor's vehicles to prohibit use of, or disruption to pedestrian or vehicular traffic to the buildings or site.

W. OCCUPIED BUILDINGS – SIGN IN PROCEDURES

1. Work under this contract and any resulting contract or sub-contract will take place while school facilities are occupied by staff and often also by students and visitors. Every precaution shall be exercised to protect people from injury and to minimize disruption of activity. As well, contract employees shall conduct themselves in a professional manner while on The Howard County Public School System's premises. Any employee found to disregard the nature of the school system's surroundings shall be removed from the premises and may be prohibited from further servicing the HCPSS contract.

X. IDENTIFICATION

1. All contractor personnel, working in or around buildings designated under this contract, shall have a valid driver's license or photo ID in their possession at all times and wear distinctive uniform clothing while on the school system's premises.
2. Contractors will be required to provide identification and sign-in and sign-out at the front office at each site on a daily basis during the course of each project.
3. The contractor shall determine and provide additional personal protective equipment required for the safe performance of work. Protective clothing, equipment, and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used. Vehicles used by the contractor must be identified in accordance with state and local regulations and, if applicable, be labeled with an appropriate license number identifying the company's business license.

Y. PROJECT SCHEDULE

1. The majority of Hardwood Floor Refinishing, Installation, Maintenance and Repair work will take place during summers, spring breaks, occasional weekends and during the school year when necessary. Most projects are planned in advance. Some projects may be performed in conjunction with renovations. Selected contractor(s) are to expect time constraints for any given project.
2. A school calendar can be found at www.hcpss.org.
3. By submission of a bid, the bidder agrees that once work commences, it shall be pursued on a daily basis. Schedules will vary from project to project. Specific schedules will be given for each project and will be identified on the purchase order.

Z. LOCAL OFFICE

1. The contractor shall maintain a local office within 75 miles of the school system with telephone available for receiving and making calls throughout the working day and shall have available locally sufficient storage space for materials and equipment.
2. Office must be capable of communicating via email including the transfer of large drawing files and photos.
3. Bid documents may be distributed electronically by the HCPSS and the contractor will be responsible for printing drawings to scale at the contractors expense. Reproduction of drawings is also the responsibility of contractor.
4. For projects that do not include architect or engineered drawings, it will be the responsibility of the contractor to provide drawings suitable for obtaining permit, as well as, providing as-built drawings upon completion of project.

AA. CONTRACTOR'S PROJECT MANAGER/COORDINATOR

1. The contractor shall provide one employee who shall be designated as the onsite Project Manager. The onsite Project Manager shall be the contractor's agent for reviewing the project in the field when required with the school system's representatives and shall be the channel for all inquiries concerning work in progress or work to be started under this contract.
2. The onsite Project Manager should be readily available to review all phases of the project when requested by the school system. The contractor shall notify the school system for approval of any changes in persons designated as onsite Project Manager.
3. The contractor's onsite Project Manager shall provide the HCPSS with a project schedule and updates as required reflecting any and all changes.
4. The contractor's Project Manager shall have the ability (via, cellular phone, etc.) to reply to all calls within thirty (30) minutes after receipt of call. Service calls shall be considered "received" when received by any employee or answering service of the contractor.

BB. WORKING HOURS

1. Normal working hours are defined as follows:
 - a) School in Session- Work between 6:00 AM and 11:00 PM while school is in session will only be allowed as permitted by HCPSS on a case by case basis. After school work starting between 2:30PM and 4:00PM (depending on location) until 11:00 PM.
 - b) Saturdays - between the hours of 6:00 AM and 6:00 PM
 - c) Summer - between the hours of 6:00 AM and 11:00 PM, Monday through Friday
2. The work shall be carried forward during normal work hours unless the contractor elects on his own volition to extend operations beyond regular hours. Overtime will be approved for payment only if the school system's Contract Manager authorizes the overtime in writing. Overtime (Premium Rate) shall be as shown in the proposal for change order work.

3. The contractor shall perform the work under this contract on the job site in the presence of HCPSS employees. If there is any off-site work such as shop fabrication, the school system shall be so notified at the time the not-to-exceed price is provided by the contractor. The school system reserves the right to inspect such off-site work, including the contractor's premises at any time.

CC. MAINTENANCE OF MANPOWER

1. Any staff changes by the selected contractor(s) must be reviewed and approved by HCPSS prior to any reassignments being made.

DD. RIGHT TO ASSIGN WORK

1. The school system reserves the right to complete particular projects through this contract through the use of HCPSS employees or to obtain separate contracts through its normal procurement process according to the best interests of the school system.

EE. RESPONSIBILITY OF BIDDERS

1. The contractor is assumed to be skilled in his trade, and is solely responsible for compliance with health and safety regulations, performing the work in a safe and competent manner, and in installation procedures required for the work as outlined in these documents.

FF. PERMITS, CODES, AND LAWS

1. All work shall be in accordance with the following rules and regulations and any applicable laws:

National Fire Protection Association (NFPA)
Basic National Building Code (BOCA)
International Building Code (IBC)
State Building Code (SBC)
Local Building Codes (LBC)
National Electrical Code (NEC)

2. Where any of the above is at variance with the drawings and specifications, the code requirements shall take precedence and any cost necessary to meet these shall be included in the contract.
3. All supervision assigned to this project shall be experienced in this type of work. The contractor's onsite Supervisor shall be designated as the "safety inspector," unless the contractor appoints another.
4. Contractor shall apply for and pay for all permits required to perform this work. These costs are to be included in contractor's bid price.
5. For projects that do not include architect or engineered drawings, it will be the responsibility of the contractor to provide drawings suitable for obtaining permit.

GG. ASBESTOS MATERIALS

1. No products shall contain asbestos.
2. Bidders/Contractor may be required to submit documentation stating that the products ordered, provided or supplied under this contract do not contain asbestos.

3. Any products from the bidder/contractor found to be containing asbestos shall be promptly removed from HCPSS property at the expense of the bidder/contractor. Credit for the product removed will be issued at the price paid. Bidder/Contractor shall be responsible for any disposal and removal costs.

HH. LEAD PAINT: 40 CFR PART 745 RENOVATION, REPAIR, AND PAINTING RULE

1. Any contractor disturbing known lead based paint surfaces of greater than 6 square feet (interior) and 20 square feet (exterior) in HCPSS facilities constructed prior to 1978 and within areas housing children under the age of 6 years shall comply with Environmental Protection Agency's (EPA) 40 CFR Part 745, herein known as the "Rule". The contractor shall be a certified firm, employ a certified renovator, and follow proper lead paint work practices.
2. A certified firm is a company who has successfully registered with the EPA. A certified renovator is an individual from the firm who successfully completed an accredited EPA 8-hour class per the Rule.
3. Examples of impacted areas may include kindergarten classrooms, early childhood classrooms, restrooms commonly used by children under 6 years of age, elementary cafeterias and gymnasiums, before and after care rooms, and high school teen's childcare environments. Exterior work is impacted by this Rule if within 10 feet of windows and/or doors to an interior classroom housing children under the age of 6 or an outdoor activity area, such a macadam or mulched play area.
4. HCPSS will identify the presence or absence of lead base paint within affected work areas and documentation will be made available upon request.
5. HCPSS will provide project notification and educational pamphlets as required per the Rule.
6. Contractor is to notify HCPSS Contract Manager and/or Office of Safety, Environment, and Risk Management when work area is ready for a Cleaning Verification Procedure as defined by the Rule. HCPSS will provide a certified third party to perform dust sampling. EPA's visual verification card will not be accepted.
7. The contractor's certified renovator shall be present as per the Rule during posting of signs, work area setup, and work area clean-up. Upon a request, the certified renovator shall be able to physically respond on-site within two hours.
8. HCPSS Contract Manager and/or Office of Safety, Environment, and Risk Management will sign related documents for the contractor as required per the Rule.

II. SITE WORK REQUIREMENTS

1. Contractor is responsible to work in a neat and orderly fashion, such as to minimize disruption of owner's employees. Job site shall be kept clean and free of debris.
2. Contractor shall work between the hours affirmed by the school system's Contract Manager. The HCPSS Contract Manager must approve any work performed outside of these hours.

3. Contractor shall provide storage for their tools, equipment, and materials. Owner does not assume responsibility for the security of these items.

JJ. PROTECTION OF ADJACENT FACILITIES AND PROPERTY

1. The contractor shall continuously maintain adequate protection of all his work from damage, and shall protect the Howard County Public School System property from injury or loss arising in connection with this contract. He shall make good any damages, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the Howard County Public School System. He shall adequately protect adjacent property as provided by law and the contract documents.
2. If deemed necessary, box trees along the way of access, also all trees and shrubbery surrounding the building which are liable to injury by the moving, storing, and working up of materials. Use no permanent tree for attachment for any ropes or derricks. Replace and put in good condition every public way and private way, catch basin, conduit, trees, fence or things injured in carrying out this contract, unless the same shall be permanently done away with by order of the Howard County Public School System.
3. The contractor shall erect and properly maintain at all times, as required by the condition and progress of the work, all necessary safeguards for the protection of workmen and the public, and shall post danger signs warning against the hazards created by such features of construction as protruding nails, overhead hoists, well holes, elevator hatchways, scaffolding, window openings, stairways, falling materials and overhead work.
4. In any emergency affecting the safety of life, or of the work, or of the adjoining property, the contractor, without special instruction or authorization, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury. However, if he is specifically instructed by proper authority, he shall so act without appeal. Any compensation claimed by the contractor on account of emergency work shall be only authorized by the Howard County Public School System.
5. Gymnasium Floors: shall be protected from damage with $\frac{3}{4}$ -inch plywood sheets when using a lift for obtaining access to high ceilings. Gymnasium floors shall be protected from damage and equipment traffic with a minimum of $\frac{1}{4}$ -inch Masonite sheets when accessing gymnasium floors for storage of equipment, supplies or materials.

KK. FINAL CLEANING

1. Upon completion of the work specified in the contract and before final payment will be made, the construction area and all other adjoining areas occupied by the contractor during the construction of said contract shall be cleaned of all surplus and discarded materials, spilled materials, dust and excess materials left from the permanent work as a result of the contractor's operations at no additional cost to the HCPSS.
2. Cleaning shall include the cleaning of the debris collected above the ceiling tiles to include but not limited to the following: the top surface of the ceiling tiles, ceiling tile grid, ductwork, equipment and joints/beams as a result of the work.
3. HCPSS office of Custodial Services shall give final approval of all cleaned areas. Contractor shall be fully responsible for correcting deficiencies in cleanliness at

no additional cost to the HCPSS including but not limited to providing labor, equipment, supervision and cleaning services.

LL. WARRANTY

1. All products shall minimally carry a standard factory warranty against defects in parts and workmanship for the period stated in the manufacturer's specifications and/or for a minimum of one year.
2. Upon completion the contractor shall submit a manufacturer's warranty when applicable.
3. All labor shall minimally carry a warranty against workmanship for a minimum of one year.

MM. DEMONSTRATION

1. Should any using school or office require a demonstration of equipment furnished by a contractor, the supplying contractor shall be obligated to provide such demonstration and use instruction to the requesting school or office at no additional cost. The use demonstration shall be accomplished at the school or office location.

NN. ACCEPTANCE & INSPECTION

1. All work shall be subject to the inspection and approval of Howard County Public School System's Contract Manager during construction and before final payment is made.

OO. CONTRACTOR PERFORMANCE/EVALUATION SCORECARD

1. Upon completion of a project or at any time during the project, the awarded contractor shall receive a performance evaluation scorecard rating the contractor's performance on the project. The evaluation scorecard will become part of the contractor's permanent file. A sample Contractor Performance/Evaluation Scorecard is included with the bid documents.
2. The evaluation scorecard shall include the following performance indicators; Quality of Work, Responsiveness, Professionalism, Resources, Schedule Management, Quality Control, Deficiency Resolution, Submittal Management, Training, Appearance, Security, Safety, Utility Conservation, Disruptions, Quality of Materials, Emergency Response, Hazardous Materials, Innovation, Teamwork, Cost Management, Billing, Compliance.
3. A contractor shall have up to 3 weeks after notification to appeal, challenge or otherwise dispute the scorecard results. After the 3-week period, the scorecard shall be considered final and accepted by the contractor.
4. A contractor receiving a 70% or less overall evaluation scorecard rating for a project may be disqualified for bidding on any future projects with the HCPSS for a period of three (3) years and/or for the remaining contract term including renewal options.

VI. GENERAL REQUIREMENTS

A. INTENT

1. These specifications are intended to cover replacement, refinishing, repairs, sanding, painting, (stripping), electrical, and pricing requirements for gymnasium

hardwood floors, stage floors and dance floor replacement, refinishing, maintenance and repair as required by the HCPSS.

B. MINIMUM REQUIREMENTS

1. **Bidders must be licensed to do business in the State of Maryland. Bidders shall submit proof of current licensing with their bid.**
2. Bidders shall have 5 years experience as a hardwood floor contractor under the same company name and have prior experience with hardwood gymnasium floor, stage floor, dance floor refinishing, installation, maintenance and repair service.
3. Failure to demonstrate prior experience with hardwood floor replacement, refinishing, maintenance and repair shall result in rejection of the bid.
4. Bidders shall maintain an office within a 75-mile radius of the Howard County School System.

C. GENERAL REQUIREMENTS

1. Routing, refinishing and re-lining of wood gym, stage and dance floors including:
 - a) Stripping of wood floor finishes to bare wood, sanding and vacuuming.
 - b) Scaling of wood floor finishing, re-lining to HCPSS specifications, top coating and polishing.
 - c) Painting and developing artwork, logos, lettering, etc. All artwork, including pictures and /or lettering shall be calculated at the square foot prices offered on the bid price sheet.
2. Repair, refinishing, re-lining, of wood floors is to be performed under the direction of the HCPSS Contract Manager and may need to be performed in conjunction with other scheduled work, additions, renovations, fire damage, water damage, vandalism, and modifications, etc.
 - a) The contractor shall perform floor inspections with the HCPSS Contract Manager to determine the scope of work, cause of damages, estimated repair costs, starting date for repairs and completion date for all work.
 - b) Shall perform cut out and removal of severely damaged flooring and proper installation and replacement.
 - c) Shall perform stripping of wood floor finishes to bare wood, sanding, vacuuming, scaling, finishing, re-lining, top-coating and polishing to HCPSS specifications.
 - d) Shall repair and/or refasten all loose base along floor perimeter of wall as required. Replace missing perimeter base as needed or directed by the HCPSS Contract Manager.

D. PRODUCT DATA

1. The successful contractor will be required to submit manufacturer's specifications and instructions for wood flooring finishing recommendations. All products must comply with current Maryland EPA VOC regulations. Current level is 250 gm/L or less. HCPSS Environmental Risk and Safety Department must approve all materials. The contractor must supply Safety Data Sheets (SDS) to the HCPSS

Contract Manager, for all chemicals, finishes, paint, etc. as appropriate, prior to use on projects.

E. JOB CONDITIONS

1. It is the contractor's responsibility to insure that permanent heat, lighting and ventilation are installed and operating during and after installation, maintaining a temperature range of 65° F. and relative humidity of 50% or lower. No work shall take place without the appropriate environmental conditions. The contractor shall notify the HCPSS Contract Manager of any conditions that may affect the project quality and completion date.

F. SCHEDULING WORK

1. All work shall be scheduled to the satisfaction of the Contract Manager to avoid conflicts with school activities.

G. FLOOR SANDING

1. The wood floor shall be machine sanded, smooth and level with a minimum of three cuts required using coarse, medium, and fine grades of sandpaper. All edges shall be sanded to match. Remove all scratches and imperfections to maintain a smooth uniform surface.
2. After sanding with drum sander, buff entire floor using 100 grit screen back or equal sandpaper, with a heavy duty buffing machine.
3. Vacuum and tack floor before the first coat of sealer.
4. Floor shall present a smooth surface without drum stop marks, gouges, streaks or shiners, prior to finishing.
5. The contractor shall supply fans to minimize dust and direct outdoors when possible. If necessary, the contractor shall seal hallways doors, etc., with plastic to help prevent dust and odors from entering other parts of the building.
6. The contractor is responsible for the prevention and cleanup of all dust and debris created from the sanding process at no additional charge to the HCPSS.

H. FINISHING

1. The work area must be adequately ventilated prior to the application of any finishes. All manufacturers' recommendations concerning ventilation must be followed.
2. The contractor shall inspect the entire area of floor to ensure that the surface is acceptable for finishing, completely free from sanding dust and clean.
3. Seal wood with two coats of sealer and two coats of finish. Apply sealer and finish per manufacturer's instruction. Use product listed by the Maple Flooring Manufacturer's Association (MFMA), and approved by the HCPSS Contract Manager.
4. Screen, vacuum, tack between each coat after finish has dried.
5. Clean up all unused debris and remove from premises.

I. GAME LINE PAINT

1. All finishing materials must be applied and designed for the application as recommended by the finishing material manufacturer and shall be compatible with overlaid finish. The paint for lines shall be oil based enamel or approved equal as recommended by the finishing materials manufacturer compatible with the overlaid and top coated finish. Colors selected by HCPSS will be from the manufacturer's standard color selections. Game lines are to be applied between last coat of sealer and first coat of finish, after buffing and vacuuming. Lines shall be accurate, straight, and with sharp edges. All lines, logos, etc., shall be painted to match existing unless revised by the HCPSS Contract Manager.

J. WOOD FLOORING REPAIRS

1. All wood flooring repairs shall be performed adhering to the MFMA recommended procedures and HCPSS Contract Manager approved methods. All flooring materials shall be the same type, size and grade as existing or substituted with materials approved by the HCPSS Contract Manager. Flooring shall have a solid wear thickness without voids, patches, etc.

K. PROTECTION

1. The contractor shall be responsible to protect completed wood flooring refinishing with heavy kraft paper or other suitable covering between completion by the contractor and acceptance by HCPSS so that flooring and finish will be without damage or deterioration at the time of acceptance.

L. MAINTENANCE

1. Upon project completion, the contractor shall furnish the Custodial School Staff with training and instruction manuals on the proper care and cleaning of the new floor finish.

M. VOLATILE ORGANIC CHEMICAL REGULATIONS

1. All finishes used under this contract such as varnishes, conversion varnishes, stains, and sanding sealers, etc., must be in compliance with the most recent State of Maryland Regulations regarding the Volatile Organic Chemical (VOC) Limitations.
2. The contractor must supply Safety Data Sheets (SDS) to the HCPSS Contract Manager, for all chemicals, finishes, paint, etc. as appropriate, prior to use on projects.

N. ELECTRICAL REQUIREMENTS

1. The HCPSS Electrical Department, 410-313-7084, shall be notified three (3) days in advance of any electrical requirements for a specific project.
2. The HCPSS Electrical Department will perform all electrical connections to electrical panels for (220V) circuits.
3. Awarded contractor shall furnish all electrical cables with the correct voltage and, amperage for equipment.
4. The contractor is assumed to be skilled in the trade, and is solely responsible for compliance with OSHA regulations, performing the work in a safe and competent manner required for this work.

5. The contractor shall protect HCPSS Staff at all times from electrical hazards (electrical cords, equipment, etc.) by the use of caution tape, barricades, etc.

O. **LINE ITEM PRICING**

1. **REFINISHING:** Pricing shall include all processes (sanding, discing, seal coats, finish coats, cove base, doorway thresholds, painting, artwork, lines, etc.) necessary to complete hardwood floor refinishing per the manufacturer's specifications.
2. **REPLACEMENT:** Pricing shall include all processes (new wood flooring, sanding, discing, seal coats, finish coats, cove base, doorway thresholds, painting, artwork, lines, etc.) necessary to complete hardwood floor replacement per the manufacturer's specifications.
3. **UNIT PRICING:** Unit prices for extra work or credits. Unit Prices are applicable to all work performed under this contract involving extra materials/services performed by the contractor and /or credits to the HCPSS for materials/services deleted from the project.

P. **CURRENT SCHOOL HARDWOOD FLOOR AREAS**

12 High Schools

Main Gym	10,000 sf. each	120,000 sf. total
Auxiliary Gym	5,000 sf. each	60,000 sf. total
Dance Floor	2,000 sf. each	24,000 sf. total
Stage Floor	2,500 sf. each	30,000 sf. total

20 Middle Schools

Gymnasium	7,000 sf. each	140,000 sf. total
Stage Floor	1,200 sf. each	24,000 sf. total

42 Elementary Schools

Gymnasium	5,000 sf. each	210,000 sf. total
Stage Floor	1,000 sf. each	42,000 sf. total

ATTACHMENT A

INSURANCE REQUIREMENTS

1 - General Insurance Requirements:

1.1 - The Contractor shall not commence Work until he has obtained at his own expense all of the insurance as required hereunder and such insurance has been approved by the Board of Education of Howard County Maryland; nor shall the Contractor allow any Subcontractor to commence Work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the Board of Education of Howard County Maryland of original, signed certificates of insurance or, alternately, at the Board of Education of Howard County Maryland's request, certified copies of the required insurance policies.

1.2 - The Contractor shall require all Subcontractors to maintain during the term of this agreement, commercial general liability insurance, business automobile liability insurance, and Workers' Compensation and employers' liability insurance, in the same manner as specified for the Contractor. The Contractor shall furnish Subcontractors' certificates of insurance to the Board of Education of Howard County Maryland immediately upon request.

1.3 - All insurance required hereunder shall include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until sixty (60) days prior written notice has been given to the Board of Education of Howard County Maryland."

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

1.4 - No acceptance and/or approval of any insurance by the Board of Education of Howard County Maryland shall be construed as relieving or excusing the Contractor, or the Surety, or his bonds, from any liability or obligation imposed upon either or both of them by the provisions of the Contract Documents.

1.5 - The Board of Education of Howard County Maryland and its elected or appointed officials, agents and employees are to be named as an additional insured under all coverages except Workers compensation and business automobile liability, and the certificate of insurance, or the certified policy, if requested, must so state this. Coverage afforded under this paragraph shall be primary as respects the Board of Education of Howard County Maryland, its agents and employees.

1.6 - The Contractor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the Work. The Contractor assumes all risk for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from the action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted Work, until final acceptance of the Work by the Board of Education of Howard County Maryland.

1.7 - Insurance coverage required in these specifications shall be in force throughout the contract term. Should the Contractor fail to provide acceptable evidence of current insurance within seven days of written notice at any time during the contract term, the Board of Education of Howard County Maryland shall have the absolute right to terminate the contract without any further obligation to the Contractor, and the Contractor shall be liable to the Board of Education of Howard County Maryland for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the contract at time of termination.

1.8 - Contractual and other liability insurance provided under this contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the Board of Education of Howard County

Maryland from supervising or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the Subcontractors and any persons employed by the Subcontractor.

1.9 - Nothing contained in the specifications shall be construed as creating any contractual relationship between any Subcontractor and the Board of Education of Howard County Maryland. The Contractor shall be fully responsible to the Board of Education of Howard County Maryland for the acts and omissions of the Subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

1.10 - Precaution shall be exercised by the Contractor at all times for the protection of persons, (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor and its Subcontractors during the term of the contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its operation on the property.

1.11 - If the Contractor does not meet the insurance requirements of the specifications, alternate insurance coverage, satisfactory to the Board of Education of Howard County Maryland, may be considered. Written requests for consideration of alternate coverages must be received by the Board of Education of Howard County Maryland at least ten Working days prior to the date set for receipt of bids or proposals. If the Board of Education of Howard County Maryland denies the request for alternate coverages, the specified coverages will be required to be submitted.

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

1.13 - The Board of Education of Howard County Maryland will consider any deductible amounts as part of its review of the financial stability the Contractor. Any deductibles shall be disclosed by the Contractor, and deductible amounts are the responsibility of the Contractor.

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

2.1 - The Contractor shall purchase the following insurance coverages:

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

- i. General aggregate limit is to apply per project;
- ii. Premises/operations;
- iii. Actions of independent Contractors;
- iv. Products/completed operations to be maintained for two years after completion of the Work;
- v. Contractual liability including protection for the Contractor from claims arising out of liability assumed under this contract;
- vi. Personal injury liability including coverage for offenses related to employment;

- vii. Explosion, collapse, or underground (XCU) hazards (confirmation of underground hazard coverage must be confirmed by either certificate of insurance or in writing by Contractor's agent, broker or insurer);

2.1.2 - Business automobile liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability with a limit of \$1,000,000 per accident; uninsured motorist coverage at minimum statutory limits.

2.1.3 - Workers compensation with statutory benefits as required by Maryland law or the U. S. Longshoremen's and Harbor Workers' Compensation Act, or other laws as required by labor union agreements, including standard other states coverage; employers' liability coverage with limits of \$100,000 per accident, \$100,000 per employee for disease, and a \$500,000 disease policy limit.

2.1.4 - Total limit requirements of 2.1.1, 2.1.2 and 2.1.3 may be met by a combination of primary and umbrella excess liability coverage.

2.1.5 - Aircraft liability including coverage for any owned, hired or non-owned aircraft utilized in the project (e.g. installation of HVAC unit on school roof) with a minimum limit of \$ NA per occurrence applicable to aircraft while in flight or in motion. A higher limit may be required by the Board of Education of Howard County Maryland upon exposure review.

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

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

- i. Agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment for the contract. Such certificates shall evidence a retroactive date, no later than the beginning of the Contractors' or Subcontractors' Work under this contract, or
- ii. Purchase an extended (minimum two years) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

CONTRACTOR PERFORMANCE/EVALUATION SCORECARD

Upon completion of a project or at any time during the project, the awarded contractor shall receive a performance evaluation scorecard rating the contractor's performance on the project. The evaluation scorecard will become part of the contractor's permanent file. A sample Contractor Performance/Evaluation Scorecard is included with the bid documents.

The evaluation scorecard shall include the following performance indicators; Quality of Work, Responsiveness, Professionalism, Resources, Schedule Management, Quality Control, Deficiency Resolution, Submittal Management, Training, Appearance, Security, Safety, Utility Conservation, Disruptions, Quality of Materials, Emergency Response, Hazardous Materials, Innovation, Teamwork, Cost Management, Billing, Compliance.

A contractor shall have up to 3 weeks after notification to appeal, challenge or otherwise dispute the scorecard results. After the 3-week period, the scorecard shall be considered final and accepted by the contractor.

A contractor receiving a 70% or less overall evaluation scorecard rating for a project may be disqualified for bidding on any future projects with the HCPSS for a period of three (3) years and/or for the remaining contract term including renewal options.

Name of Contractor: _____

Name of Project: _____ **Contract/Bid Number:** _____

Reviewed by: _____ **Department:** _____

Please take a moment to tell us about this contractor's performance. We will summarize all the information we obtain about each contractor and provide it to them. Supporting documentation shall be required to support any scores noted on the performance evaluation scorecard.

HOW SATISFIED. Please tell us **how satisfied** you are with the **performance** of the contractor named above. Circle a 10 if you are highly satisfied with their performance on a measure. Circle a 1 if you are highly dissatisfied with their performance on a measure. Circle a number in between to show different degrees of satisfaction. Circle **N/A** for any performance indicators that do not apply to the project. There are no right or wrong answers; just tell us how you feel.

A contractor receiving a 70% or less overall evaluation scorecard rating for a project may be disqualified for bidding on any future projects with the HCPSS for a period of three (3) years and/or for the remaining contract term including renewal options. The contractor shall be notified of their performance status after each project.

Satisfaction with the contractor's performance:

Highly Dissatisfied **Highly Satisfied**

- | | |
|---|--------------------------|
| 1. Quality of Work. The contractor's ability to do the job right the first time. | 1 2 3 4 5 6 7 8 9 10 N/A |
| 2. Responsiveness. The contractor's ability to adapt to changes and meet unusual needs. | 1 2 3 4 5 6 7 8 9 10 N/A |
| 3. Professionalism. The courtesy and standards of conduct maintained by the contractor and his or her employees. | 1 2 3 4 5 6 7 8 9 10 N/A |
| 4. Resources. The contractor's ability to provide his or her employees with the tools, parts, and supplies needed to do the job. | 1 2 3 4 5 6 7 8 9 10 N/A |
| 5. Schedule Management. The contractor's ability to show up when scheduled and complete the work on time. | 1 2 3 4 5 6 7 8 9 10 N/A |
| 6. Quality Control. The contractor's ability to identify problems and deficiencies before you do. | 1 2 3 4 5 6 7 8 9 10 N/A |

CONTRACTOR PERFORMANCE/EVALUATION SCORECARD

7. Deficiency Resolution. The contractor's ability to rapidly correct deficiencies in his or her work.	1 2 3 4 5 6 7 8 9 10 N/A
8. Submittal Management. The contractor's ability to provide submittals In a timely and efficient manner.	1 2 3 4 5 6 7 8 9 10 N/A
9. Training. The contractor's ability to provide employees well-trained in all aspects of their jobs.	1 2 3 4 5 6 7 8 9 10 N/A
10. Appearance. The contractor's ability to keep uniforms, tools, and vehicles clean so as to portray a positive image.	1 2 3 4 5 6 7 8 9 10 N/A
11. Security. The contractor's ability to safeguard your facilities and assets.	1 2 3 4 5 6 7 8 9 10 N/A
12. Safety. The contractor's ability to keep the workplace safe and comply with OSHA requirements.	1 2 3 4 5 6 7 8 9 10 N/A
13. Utility Conservation. The contractor's ability to use only the water, gas, electricity, and air conditioning needed to do the job.	1 2 3 4 5 6 7 8 9 10 N/A
14. Disruptions. The contractor's ability to keep interruptions to the operations of your firm or agency to a minimum.	1 2 3 4 5 6 7 8 9 10 N/A
16. Quality of Materials. The contractor's ability to use high quality parts and supplies.	1 2 3 4 5 6 7 8 9 10 N/A
17. Emergency Response. The contractor's ability to rapidly restore normal operations after an emergency, power outage, or severe weather.	1 2 3 4 5 6 7 8 9 10 N/A
18. Hazardous Materials. The contractor's ability to properly handle hazardous materials.	1 2 3 4 5 6 7 8 9 10 N/A
19. Innovation. The contractor's ability to use new materials and adopt new methods to increase effectiveness.	1 2 3 4 5 6 7 8 9 10 N/A
20. Teamwork. The contractor's ability to be a team player in order to assist in accomplishing the objectives of your firm or agency.	1 2 3 4 5 6 7 8 9 10 N/A
21. Cost Management. The reasonableness of the contractor's costs, especially for contract changes.	1 2 3 4 5 6 7 8 9 10 N/A
22. Billing. The contractor's ability to present correct and properly documented invoices.	1 2 3 4 5 6 7 8 9 10 N/A
23. Compliance. The contractor complied with all rules, requests, regulations And requirements. This includes compliance with instructions Regarding interactions with students, staff and others.	1 2 3 4 5 6 7 8 9 10 N/A

CONTRACTOR PERFORMANCE/EVALUATION SCORECARD

Please summarize the contractor’s overall performance based on the scores for the performance indicators noted above:

SAMPLE

Please return the completed survey by email to: jveslany@hcpss.org or fax (410) 313-6789

Thank you for your prompt assistance.

BID/PROPOSAL AFFIDAVIT

**HARDWOOD FLOOR REFINISHING, INSTALLATION,
MAINTENANCE AND REPAIR SERVICE
BID #042.20.B3**

Date: _____

Bidder: _____

ADDENDA

Receipt of the following Addenda is acknowledged:

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

AFFIDAVIT

Special Instructions: An authorized representative of the bidder shall complete the following affidavit in accordance with these bid documents and insert an answer to paragraphs 1 and 3.

Statutory Affidavit and Non-Collusion Certification

I, _____, **being duly sworn, depose and state:**

1. **I am the _____ (officer) and duly authorized representative of the organization named _____ whose address is _____ and that I possess the authority to make this affidavit and certification on behalf of myself and the firm for which I am acting.**
2. Except as described in Paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, or any of its employees who are directly involved in obtaining or performing contracts with any public bodies has:
 - (a.) Been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state of the federal government;
 - (b.) Been convicted under the laws of the state, another state, or the United States of: a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
 - (c.) Been convicted of a criminal violation of an antitrust statute of the State of Maryland, another state, or the United States;
 - (d.) Been convicted of a violation of the Racketeer Influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract;
 - (e.) Been convicted of any felony offenses connected with obtaining, holding, or maintaining a minority business enterprise certification, as prohibited by Section 14-308 of the State Finance and Procurement Article;
 - (f.) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described in Paragraph (a) through (e) above; or
 - (g.) Been found civilly liable under an antitrust statute of this State, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.
3. **The only conviction, plea, or admission by any officer, director, partner, or employee of this firm to involvement in any of the conduct described in Paragraph 2 above is as follows:**

If none, write "None" below. If involvement, list the date, count, or charge, official or administrative body, the individuals, their position with the firm, and the sentence or disposition of the charge.

(you may attach an explanation as necessary)

4. I affirm that this firm will not knowingly enter into a contract with a public body under which a person or business debarred or suspended under Maryland State Finance and Procurement Title 16, subtitle 3, Annotated Code of Maryland, as amended, will provide, directly or indirectly, supplies, services, architectural services, construction-related services, leases of real property, or construction.
5. I affirm that this proposal or bid to the Board of Education of Howard County Maryland is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived and agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the bid prices of the affidavit or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that if any bidder, or to secure an advantage against the Board of Education of Howard County Maryland or any other person interested in the proposed contract; and that all statements in the proposal or bid are true. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Board of Education of Howard County Maryland may terminate any contract awarded and take any other appropriate action.
6. I affirm that this firm will not knowingly employ an individual to work at a school if the individual is a Registered Sexual Offender, pursuant to section 11-722 (C) of the Criminal Procedure Article of the Annotate Code of Maryland. A firm or person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 5 years or a fine not exceeding \$5,000 or both.

The statements contained in this affidavit shall be incorporated into the awarded contract as material provisions and shall be effective throughout the life of the contract. The firm has a continuing obligation through the life of the contract to submit a revised affidavit should the firm discover information, or events occur, which render the contents of this affidavit erroneous or incomplete or which would result in the firm providing a different response. The firm's failure to submit a revised affidavit within three (3) working days of either its awareness of any error, change of circumstances, incompleteness, etc., or request by the owner shall constitute breach of contract. Upon submission of a revised affidavit, the owner has the right to take such actions as may be necessary, in the judgement of the owner, to maintain and enforce the provisions of the affidavit, including termination of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM under the penalties of perjury that the contents of these affidavits (Statutory and Non-Collusion) are true and correct, that I am executing this Affidavit in compliance with Section 16-311 of the State Finance and Procurement Article, Annotated Code of Maryland, and the Non-Collusion Certification in compliance with requirements of the Board of Education of Howard County Maryland, and that I am executing and submitting this Form of Proposal on behalf of and as authorized by the bidder named below.

(Signature of Bidder)

(Date)

(Title of Bidder)

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 2020.

NOTARY PUBLIC

Name _____

Seal:

My Commission Expires _____

(Legal Name of Company)

(Address)

(City)

(State)

(Zip)

(Telephone)

(Fax)

(E-mail address)

Contractor's License Number # _____

We are/I am licensed to do business in the State of Maryland as a:

() Corporation

() Partnership

() Individual

() Other

EXPERIENCE/REFERENCE FORM

Bidder: _____

1. Customer Name: _____

2. Customer Address: _____

3. Contact Name and Title: _____

4. Contact Phone #: _____

5. Describe customer's facility: _____

6. Describe hardwood service performed: _____

7. Name of your firm's Project Manager: _____

8. Is this contract renewable? yes no

9. If yes to the above, was the contract renewed? And if not, why not? _____

10. Was service performed on an on-call basis? yes no

11. Was this fixed price, T & M, lump sum, other: _____

12. Annual Dollar amount of contract: _____

13. Commencement Date: _____ Termination date: _____

14. List of all similarities to HCPSS requirements: _____

*** Three (3) Experience/Reference Forms for recent projects completed within the past 3 years must be provided with the submittal of bid documents.**

KEY PERSONNEL FORM

STAFFING PLAN – Project Manager

Bidder: _____

Phone #: _____

Fax #: _____

Project Manager: _____

Cell#: _____

(Name)

Email: _____

TECHNICAL TRAINING/EDUCATIONAL BACKGROUND:

Association/Institution Licenses/Certifications Date Earned

Number of years with previous firm: _____

Number of years as a full time employee

Name of previous firm: _____

with present firm: _____

Positions held for the
past three years: _____

Positions held for the
past three years: _____

List similar projects worked on and particular role this individual had during each project:

- Customer Name: _____
 - Contact Name and Title: _____
 - Address: _____ Phone #: _____
 - Position held: _____
 - Specific work performed: _____
 - Brief description of project _____
- _____
- _____

- Customer Name: _____
 - Contact Name and Title: _____
 - Address: _____ Phone #: _____
 - Position held: _____
 - Specific work performed: _____
 - Brief description of project _____
- _____
- _____

It is imperative that accurate contact names and phone numbers be given for the references listed. All references are to include a contact person who can comment on the Project Manager's ability to perform work such as is specified in the bid documents.

PROFILE OF COMPANY FORM

Comprehensive Description of Organization

Complete for local office which will be performing The Howard County Public School System work.

Company Name: _____ Phone #: _____

Company Address: _____ Fax #: _____

_____ Email: _____

Web Page: _____

Date of Incorporation: _____ State of Incorporation: _____

State of Maryland Contractors License number: _____

Number of Years in business under present name: _____

Number of Years working in a School System: _____

Other or former names under which your organization has operated: _____

Percent (%) of Work Performing: Services (New Installation) _____%

Services (Refinishing) _____%

Services (Repair) _____%

Services (other) _____%

Name of Principal(s) and Title(s):

History of Firm: _____

Total Number of Employees: _____ Number of Office Personnel: _____

Number of Field Employees: _____ Number of Other: _____

Bonding Capacity _____

Has your firm, in the last five years, ever had a contract terminated for any reason? Yes No

If Yes, Explain: _____

Total Company Annual Dollar Volume for all Hardwood Floor work:

2019 \$ _____ 2018 \$ _____ 2017 \$ _____

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

10910 Clarksville Pike, Ellicott City, Maryland 21042

(410) 313-6600 web site: www.hcpss.org

Michael Martirano, Superintendent

SCHOOL

Elementary (Grades K-5)

SCHOOL	PHONE	PRINCIPAL
Atholton, 6700 Seneca Dr., Columbia 21046	(410)313-6853	Shawna Holden
Bellows Spring, 8125 Old Stockbridge Dr., Ellicott City 21043	(410)313-5057	Carol Hahn
Bollman Bridge, 8200 Savage-Guilford Rd., Savage 20763	(410)880-5920	Rhonda Inskeep
Bryant Woods, 5450 Blue Heron Ln., Columbia 21044	(410)313-6859	Kelley Hough
Bushy Park, 14601 Carrs Mill Rd., Glenwood 21738	(410)313-5500	Julia Bialeski
Centennial Lane, 3825 Centennial Ln., Ellicott City 21042	(410)313-2800	Tracey Albright
Clarksville, 12041 Clarksville Pike, Clarksville 21029	(410)313-7050	Robin Malcotti
Clemens Crossing, 10320 Quarterstaff Rd., Columbia 21044	(410)313-6866	Ed Cosentino
Cradlerock Lower, 6700 Cradlerock Way, Columbia 21045	(410)313-7601	Jonathan Davis
Dayton Oaks, 4691 Ten Oaks Rd, Dayton 21036	(410)313-1571	Nigel La Roche
Deep Run, 6925 Old Waterloo Rd., Elkridge 21075	(410)313-5000	Denise Lancaster
Ducketts Lane, 6501 Ducketts Lane, Elkridge 21075	(410)313-5050	Heidi Balter
Elkridge, 7075 Montgomery Rd., Elkridge 21075	(410)313-5006	Michael Caldwell
Forest Ridge, 9550 Gorman Rd., Laurel 20723	(410)880-5950	Scott Conroy
Fulton, 11600 Scaggsville Rd., Fulton 20759	(410)880-5957	Tanisha Burks
Gorman Crossing, 9999 Winter Sun Rd., Laurel 20723	(410)880-5900	Deborah Holmes
Guilford, 7335 Oakland Mills Rd., Columbia 21046	(410)880-5930	Justin Fitzgerald
Hammond, 8110 Aladdin Dr., Laurel 20723	(410)880-5890	Kimberlyn Pratesi
Hanover Hills, 7030 Banbury Drive, Hanover 21076	(410)313-8066	Troy Todd
Hollifield Station, 8701 Stonehouse Dr., Ellicott City 21043	(410)313-2550	Amanda Wadsworth
Ilchester, 4981 Ilchester Rd., Ellicott City 21043	(410)313-2524	Ernesto Diaz
Jeffers Hill, 6000 Tamar Dr., Columbia 21045	(410)313-6872	Maisha Strong
Laurel Woods, 9250 N. Laurel Rd., Laurel 20723	(410)880-5960	Connie Stahler
Lisbon, 15901 Frederick Rd., Woodbine 21797	(410)313-5506	Debra Anoff
Longfellow, 5470 Hesperus Dr., Columbia 21044	(410)313-6879	Derek Anderson
Manor Woods, 11575 Frederick Rd., Ellicott City 21042	(410)313-7165	Carol DeBord
Northfield, 9125 Northfield Rd., Ellicott City 21042	(410)313-2806	Cathleen Lopez
Phelps Luck, 5370 Oldstone Court, Columbia 21045	(410)313-6886	Michelle Leader
Pointers Run, 6600 S. Trotter Rd., Clarksville 21029	(410)313-7142	Julie Schrufer
Rockburn, 6145 Montgomery Rd., Elkridge 21075	(410)313-5030	Elizabeth Yankle
Running Brook, 5215 W. Running Brook, Columbia 21044	(410)313-6893	Tony Esposito
St. John's Lane, 2960 St. John's Ln., Ellicott City 21042	(410)313-2813	Daniel Notari
Stevens Forest, 6045 Stevens Forest Rd., Columbia 21045	(410)313-6900	Joy Smith
Swansfield, 5610 Cedar Ln., Columbia 21044	(410)313-6907	Laurel Porter
Talbott Springs, 9550 Basket Ring Rd., Columbia 21045	(410)313-6915	Nancy Thompson
Thunder Hill, 9357 Mellenbrook Rd., Columbia 21045	(410)313-6922	Martha Bowen
Triadelphia Ridge, 13400 Triadelphia Rd., Ellicott City 21042	(410)313-2560	Tiffany Tresler
Veterans, 4355 Montgomery Road, Ellicott City 21043	(410)313-1700	Bob Bruce
Waterloo, 5940 Waterloo Rd., Columbia 21045	(410)313-5014	Sean Martin
Waverly, 10220 Wetherburn Rd., Ellicott City 21042	(410)313-2819	Rachel Edoho-Eket
West Friendship, 12500 Frederick Rd., W. Friendship 21794	(410)313-5512	Kaye Breon
Worthington, 4570 Roundhill Rd., Ellicott City 21043	(410)313-2825	Kelli Jenkins

Middle (Grades 6-8)

Bonnie Branch, 4979 Ilchester Rd., Ellicott City 21043	(410)313-2580	Drew Cockley
Burleigh Manor, 4200 Centennial Ln., Ellicott City 21042	(410)313-2507	Mikaela Lidgard
Clarksville, 6535 S. Trotter Rd., Clarksville 21029	(410)313-7057	Karim Shortridge
Dunloggin, 9129 Northfield Rd., Ellicott City 21042	(410)313-2831	Antoinette Roberson
Elkridge Landing, 7085 Montgomery Rd., Elkridge 21075	(410)313-5040	David Strothers
Ellicott Mills, 4445 Montgomery Rd., Ellicott City 21043	(410)313-2839	Peter Gaylord
Folly Quarter, 13500 Triadelphia Rd., Ellicott City 21042	(410)313-1506	Megan Chrobak
Glenwood, 2680 Route 97, Glenwood 21738	(410)313-5520	Gina Cash
Hammond, 8110 Aladdin Dr., Laurel 20723	(410)880-5830	Aaron Dale
Harper's Choice, 5450 Beaverkill Rd., Columbia 21044	(410)313-6929	Adam Eldridge
Lake Elkhorn, 6700 Cradlerock Way, Columbia 21045	(410)313-7610	Melissa Shindel
Lime Kiln, 11650 Scaggsville Road, Fulton 20759	(410)880-5988	Lucy Lublin
Mayfield Woods, 7950 Red Barn Way, Elkridge 21075	(410)313-5022	Monica Stevens
Mount View, 12101 Woodford Dr., Marriottsville 21104	(410)313-5545	Lynnette Moore
Murray Hill, 9989 Winter Sun Rd., Laurel 20723	(410)880-5897	Lisa Smithson
Oakland Mills, 9540 Kilimanjaro Rd., Columbia 21045	(410)313-6937	Allen Cosentino
Patapsco, 8885 Old Frederick Rd., Ellicott City 21043	(410)313-2848	Michael Babe
Patuxent Valley 9151 Vollmerhausen Rd. Savage 20763	(410)880-5840	Rick Robb
Thomas Viaduct 7000 Banbury Drive, Hanover, 21076	(410)313-8711	Shiney John
Wilde Lake, 10481 Cross Fox Ln., Columbia 21044	(410)313-6957	Christopher Rattay

High (Grades 9-12)

Atholton, 6520 Freetown Rd., Columbia 21044	(410)313-7065	Robert Motley
Centennial, 4300 Centennial Ln., Ellicott City 21042	(410)313-2856	Cynthia Dillon
Glenelg, 14025 Burntwoods Rd, Glenelg 21737	(410)313-5528	David Burton
Hammond, 8800 Guilford Rd, Columbia 21046	(410)313-7615	John DiPaula
Howard, 8700 Old Annapolis Rd., Ellicott City 21043	(410)313-2867	Nick Novak
Long Reach, 6101 Old Dobbin Ln., Columbia 21045	(410)313-7117	Josh Wasilewski
Marriotts Ridge, 12100 Woodford Dr., Marriottsville 21104	(410)313-5568	Tammy Goldeisen
Mt. Hebron, 9440 Route 99, Ellicott City 21042	(410)313-2880	Joelle Miller
Oakland Mills, 9410 Kilimanjaro Rd., Columbia 21045	(410)313-6945	Jeffrey Fink
Reservoir 11550 Scaggsville Rd., Fulton 20759	(410)888-8850	Nelda Sims
River Hill, 12101 Clarksville Pike, Clarksville 21029	(410)313-7120	Kathy McKinley
Wilde Lake, 5460 Trumpeter Rd., Columbia 21044	(410)313-6965	Marcy Leonard

Special Schools

Applications & Research Lab, 10920 Clarksville Pike, Ellicott City 21042	(410)313-6998	Karl Schindler
Cedar Lane, 11630 Scaggsville Rd., Fulton 20759	(410)888-8800	Paul Owens
Homewood Center, 10914 Clarksville Pike, Ellicott City 21042	(410)313-7081	Christona Krabitz

Ascend One, 8930 Stanford Blvd., Ste. 201, Columbia 21045	(410)313-6876	
Building Services, 9020 Mendenhall Ct., Columbia 21045	(410)313-7084	
Custodial Services, 9020 Mendenhall Ct., Columbia 21045	(410)313-2595	
Dept. of Education, 10910 Clarksville Pike, Ellicott City 21042	(410)313-6600	
Grounds, 8800 Ridge Road, Ellicott City 21043	(410)313-2577, 2578 & 2579	
Warehouse, 6675 Amberton Drive, Elkridge 21075	(410)313-7627	

CHECK LIST

TECHNICAL INFORMATION

The following forms must be included with the Bid Price Sheet

- | yes | no | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Bid Proposal Affidavit |
| <input type="checkbox"/> | <input type="checkbox"/> | Experience/Reference Form (3 projects) |
| <input type="checkbox"/> | <input type="checkbox"/> | Key Personnel Form (Project Manager) |
| <input type="checkbox"/> | <input type="checkbox"/> | Profile of Company Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Contractors License |
| <input type="checkbox"/> | <input type="checkbox"/> | Specimen Copy of Certificate of Insurance |
| <input type="checkbox"/> | <input type="checkbox"/> | MOSH/OSHA/MDE/EPA status letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Letter from Bonding Company |
| <input type="checkbox"/> | <input type="checkbox"/> | Bid Price Sheet |

**THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM
HARDWOOD FLOOR REFINISHING, INSTALLATION,
MAINTENANCE & REPAIR SERVICE
BID #042.20.B3**

BID PRICE SHEET

Bidder: _____

Date: _____

Mr. Joe Veslany
Purchasing Office
Howard County Public School System
10910 Clarksville Pike
Ellicott City, MD 21042

The undersigned hereby submits a bid price to furnish and deliver the items as set forth in Bid #042.20.B3. The entire bid document including The Instruction to Bidders, Terms and Conditions, Specifications, any addenda, drawings, and the bid price will be part of any resulting contract.

I. PRICES:

Having visited and examined all sites and having received clarification on all matters upon which any doubt arose, the undersigned proposes to complete the work for the guaranteed pricing noted below:

SERVICE LABOR RATES:

Item	Description	Units	Unit Cost Regular Rate	Unit Cost Overtime Rate
1.	REFINISHING: Gymnasium/Hardwood Floor, Less than 100 Sq. Ft. (See Section VII. P. Line Item Pricing)	Sq. Ft.	\$	\$
2.	REFINISHING: Gymnasium/Hardwood Floor, 100 Sq. Ft to 1000 Sq. Ft. (See Section VII. P. Line Item Pricing)	Sq. Ft.	\$	\$
3.	REFINISHING: Gymnasium/Hardwood Floor, 1000 Sq. Ft. to 25,000 Sq. Ft. (See Section VII. P. Line Item Pricing)	Sq. Ft.	\$	\$
4.	REPLACEMENT: Gymnasium/Hardwood Flooring, Less than 100 Sq. Ft. (See Section VII. P. Line Item Pricing)	Sq. Ft.	\$	\$
5.	REPLACEMENT: Gymnasium/Hardwood Flooring, 100 Sq. Ft to 1000 Sq. Ft. (See Section VII. P. Line Item Pricing)	Sq. Ft.	\$	\$
6.	REPLACEMENT: Gymnasium/Hardwood Flooring, 1000 Sq. Ft to 25,000 Sq. Ft. (See Section VII. P. Line Item Pricing)	Sq. Ft.	\$	\$

NOTE: All costs are to be all inclusive. The costs of all labor, material, equipment, supervision, mileage, clean up, waste disposal, overhead, and profit are to be included. Travel time shall be borne by the Contractor.

UNIT PRICING

NOTE: Unit prices for extra work or credits. Unit Prices listed below are applicable to all work performed under this contract involving extra materials/services performed by the Contractor and /or credits to the HCPSS for materials/services deleted from the project.

Item	Description	Units	Unit Cost Regular Rate	Unit Cost Overtime Rate
1.	Complete Sanding, (Ready to Seal)	Sq. Ft.	\$	\$
2.	Discing, (Ready to Finish)	Sq. Ft.	\$	\$
3.	Seal Coats (Cost per Coat)	Sq. Ft.	\$	\$
4.	Finish Coats (Cost per Coat)	Sq. Ft.	\$	\$
5.	Vented Rubber Cove Base (Includes inside and outside corners)	Ln. Ft.	\$	\$
6.	Typical Aluminum Doorway Threshold	Ln. Ft.	\$	\$
7.	Installation of Post Insert/Sleeve (New)	Ea.	\$	\$
8.	Painting, Game Lines, 2" width or less	Ln. Ft.	\$	\$
9.	Painting, Solid Areas	Sq. Ft.	\$	\$
10.	Painting of Artwork (Logos, Lettering, Etc.)	Sq. Ft.	\$	\$

NOTE: All costs are to be all inclusive. The costs of all labor, material, equipment, supervision, mileage, clean up, waste disposal, overhead, and profit are to be included. Travel time shall be borne by the Contractor.

TIME & MATERIAL RATES:

NOTE: If a Mark Up percentage does not apply then the bidder should note 0% in the space provided, (Example- 0%). If a Mark Up percentage applies (over invoice) then the bidder shall note the percentage markup in the space provided, (Example- 10%).

Material Mark Up:	% over invoice (inclusive of freight/handling costs, overhead and profit)	_____ %
Equipment Rental Mark Up:	% over invoice (inclusive of freight/handling costs, overhead and profit)	_____ %
Subcontractor Mark Up:	% over invoice (inclusive of all coordination, time, set up, etc.)	_____ %

II. COMPANY INFORMATION:

Name of company _____		years in business _____
Street Address _____		
City _____	State _____	Zip _____
Telephone# _____	Fax # _____	Web Site _____

III. CONTACT FOR CONTRACT ADMINISTRATION:

Name _____	Title _____
Address _____	Phone _____
_____	Fax _____
e-mail _____	Cell _____

IV. SUBCONTRACTORS: Identify all subcontractors:

Name of Company	Type of Work
_____	_____
_____	_____
_____	_____

V. RECEIPT OF ADDENDA:

Addendum: _____	Dated: _____	Received: <input type="checkbox"/>
Addendum: _____	Dated: _____	Received: <input type="checkbox"/>
Addendum: _____	Dated: _____	Received: <input type="checkbox"/>

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

BID SIGNATURE SHEET

A. Bidder's Certification

1. I/we hereby propose to furnish and deliver supplies, equipment, or services, in accordance with specifications and stipulations contained herein, and at the prices quoted. I/we certify that this bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same supplies, materials, or equipment and is in all respects fair and without collusion or fraud.
2. I/we certify that this bid is made without having contacted any employee within The Howard County Public School System unless such contacts were previously authorized by the Purchasing Officer.
3. I/we certify that this bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived and agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the bid prices of the affidavit or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any bidder, or to secure any advantage against the Board of Education of Howard County or any other person interested in the proposed contract; and that all statements in said proposal or bid are true.
4. I/we affirm that this firm will not knowingly employ an individual to work at a school if the individual is a Registered Sexual Offender, pursuant to section 11-722 (C) of the Criminal Procedure Article of the Annotate Code of Maryland. A firm or person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 5 years or a fine not exceeding \$5,000 or both.
5. I hereby certify that I am authorized to sign for the bidder.

B. Vendor/Contractor Disqualification - Bribery

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

Submitted by:

(company name)

(street address)

(city, state and zip)

(telephone number)

(person authorized to sign bids)

(title of authorized representative)

(signature of authorized representative)

(date)