



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

PROJECT MANUAL

**HVAC SYSTEMS CLEANING SERVICES
BID #099.23.B3**

ISSUE DATE: Thursday, April 13, 2023

SEALED BID FOR: HVAC Systems Cleaning Services

BID NUMBER: Bid #099.23.B3

PRE-BID DATE: Wednesday, April 19, 2023 at 10:00 AM

PRE-BID ACCESS: **Join on your computer or mobile app**
[Click here to join the meeting](#)
Or call in (audio only)
+1 301-960-8312,,32372917# United States, Silver Spring
Phone Conference ID: 323 729 17#

SITE VISIT: Wednesday, April 19, 2023 at 3:00 PM

LAST DATE & TIME FOR
QUESTIONS: Monday, April 24, 2023 at 1:00 PM in writing
Submit To: Kristal Burgess at Kristal_Burgess@hcpss.org

RESPOND DATE: Friday, May 5, 2023

RESPOND TIME: 1:00 P.M.

PROCUREMENT
SPECIALIST: Ms. Kristal Burgess
phone: 410-313-6723
fax: 410-313-6789
email: Kristal_Burgess@hcpss.org



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SECTION 00200

NOTICE TO BIDDERS – INVITATION TO BID #099.23.B3

HVAC SYSTEMS CLEANING SERVICES

The Howard County Public School System requests your bid for HVAC Systems Cleaning Services to provide the cleaning of HVAC air distribution equipment, duct, vent, plenums and system components as required at various locations for The Howard County Public School System in accordance with these bid documents.

Bid documents may be obtained on **Thursday, April 13, 2023** at the Howard County Department of Education, Purchasing Office website <https://purchasing.hcpss.org/business-opportunities>. It is the responsibility of the bidder to print documents/drawings to scale.

PRE-BID MEETING:

A Pre-bid teleconference to be attended by all bidders will be held on Wednesday, April 19, 2023 at 10:00 AM. Directions to join conference are as follows; **Join on your computer or mobile app [Click here to join the meeting](#) Or call in (audio only) +1 301-960-8312,,32372917#** United States, Silver Spring Phone Conference ID: 323 729 17# Howard County Public School System staff will explain the scope of work and answer any questions about the bidding specifications that will assist in the preparation of bids. Attendance is not mandatory, however, it is highly recommended.

SITE VISIT:

A site visit will be offered at Oakland Mills High School, 9410 Kilimanjaro Rd, Columbia, MD 21045 on Wednesday, April 19, 2023 at 3:00 PM. The Engineer and HCPSS Project Manager will explain the scope of the project and answer questions about the bidding documents that will assist in the preparations of bids. Attendance is not mandatory but strongly recommended and will assist the Owner in evaluating bids to determine if the bid can be considered responsive and/or responsible. **All interested bidders should meet outside the front entrance of the school prior to 3:00 PM and then will be escorted by school staff to the site.**

QUESTIONS:

All questions shall be directed, in writing, no later than 1:00 PM, Monday, April 24, 2023 to Kristal Burgess, Procurement Specialist, Kristal.Burgess@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.

BID SUBMISSION:

Proposal shall be submitted electronically via email in their entirety (all pages) in PDF format no later than Friday, May 5, 2023 at 1:00 P.M. to BidsandProposals@hcpss.org. Proposals that contain either more than one file, or files larger than 75MB, shall be inserted into an e-folder and compressed in a zip file. To ensure delivery, if file size cumulatively exceed 75MB, it is recommended that bidders submit separate emails labeled No.1, No.2, etc. **Do not copy the Procurement Specialist with your proposals. Proposals must only be sent to the Bids and Proposals e-mail address.**

Email subject lines, Folder names and File names shall include: “Bid Number, 099.23.B3 and Company Name”. In the body of the email please include Bidder’s contact person’s email and cell phone number for contacting purposes if/when necessary.

BID OPENING:

Bid opening will not be open to the public. Sealed bids will be opened electronically by the Purchasing Officer after the due date and time. The Purchasing Officer shall provide the bid results via a bid tab to be posted on the school system website within a reasonable time after the bid opening for all bidders to review.

ADDENDA:

It is the potential bidder’s sole responsibility to regularly visit the HCPSS Purchasing website <https://purchasing.hcpss.org/business-opportunities> 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 acknowledge any such Addenda or interpretation may not relieve such bidder from obligation under his/her proposal as submitted.

The Howard County Public School System 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.

There are no Minority Business Enterprises requirements.

Contractors are required to register on eMaryland Marketplace Advantage at [eMaryland Marketplace Advantage \(eMMA\)](#) within five days following notice of award. Maryland law requires local and state agencies to post award notices on eMaryland Marketplace Advantage This cannot be done without the contractor’s self-registration in the system. Registration is free. Failure to comply with this requirement may be considered grounds for default. It is recommended that any interested bidder register with eMaryland Marketplace Advantage regardless of the award outcome for this procurement as it is a valuable resource for bid notification for municipalities throughout Maryland.

Please return the attached NO BID REPLY FORM to Kristal.Burgess@hcpss.org if your firm does not bid this project.

Kristal Burgess
Procurement Specialist



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

NO BID REPLY FORM

Sealed Bid for: **HVAC Systems Cleaning Services** _____

Bid Number: **Bid #099.23.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: _____

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

HVAC SYSTEMS CLEANING SERVICES
BID # 099.23.B3

I. INSTRUCTIONS TO BIDDERS

A. OBJECTIVES

1. The objective of this Bid is for The Board of Education of Howard County System (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 HVAC systems cleaning Contractor(s) (herein referred to as "the Contractor") to perform the cleaning of HVAC air distribution equipment, duct, vent, plenums and system components as required for The Howard County Public School System in accordance with these bid documents.
2. The work includes, but is not limited to, cleaning of HVAC air distribution equipment, duct, vent, plenums and system components at locations within the school system as required by the HCPSS.
3. The Contractor shall provide all material, equipment, labor, and technical supervision required to perform HVAC air distribution equipment cleaning as required by the HCPSS.
4. Information regarding all school locations can be found on the school list contained in these documents and at the school system website <http://www.hcpss.org/schools/>.
5. All work performed under this contract shall be in accordance with the General Provisions, the Procurement Specifications, the 100% bid documents and any applicable drawings and addenda.

B. BID PREPARATION

1. One (1) complete set of Invitation for Bid, consisting of: (1) General Provisions; (2) Terms and Conditions; (3) the Specifications; (4) any plans or drawings made part of the Invitation for Bid; (5) any addenda, shall be acknowledged by each prospective Bidder. The original 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) Bids are to be submitted electronically to BidsandProposals@hcpss.org via e-mail in accordance with the Instructions on the Invitation to Bid. Mailed, hand delivered, or facsimile bids will not be accepted.
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, shall be retained by the Offeror and will form part of the contract resulting from the Invitation for Bid.
3. It is the Bidder's responsibility to examine and understand all documents, addenda, drawings, or other information posted by the Purchasing Office in reference to this Bid.
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.

C. CONTRACT DOCUMENTS

1. Contract Documents consist of The General Provisions of Bid Proposal, the Procurement Specifications, the 100% bid documents 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.

D. CONTRACT PERIOD

1. Any resulting contract(s) shall commence on June 8, 2023 through June 7, 2026, with the option to renew for two (2) additional one-year periods at the sole option of the school system pending successful performance and availability of funding.

E. ISSUING OFFICE

- a) The Issuing Office is:

The Howard County Public School System
Purchasing Office
10910 Clarksville Pike
Ellicott City, Maryland 21042
Attn: Kristal Burgess
(410) 313-6723
Kristal_burgess@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 bid.

F. QUESTIONS AND INQUIRIES

1. For purposes of preparation and submittal of the Technical Offer and Bid Price contact, Kristal Burgess, 410-313-6723, kristal_burgess@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.

G. DUE DATE AND TIME

1. **Proposal shall be submitted electronically via email in their entirety (all pages) in PDF format no later than Friday, May 5, 2023 at 1:00 P.M.** to BidsandProposals@hcpss.org. Proposals that contain either more than one file, or files larger than 75MB, shall be inserted into an e-folder and compressed in a zip file. To ensure delivery, if file size cumulatively exceed 75MB, it is recommended that bidders submit separate emails labeled No.1, No.2, etc.
2. **Email subject lines, Folder names and File names shall include: "Bid Number, 099.23.B3 and Company Name"**. In the body of the email please include Bidder's contact person's email and cell phone number for contacting purposes if/when necessary.

3. Electronic signatures, scanned or e-signature, will be accepted. By providing bids electronically to HCPSS, Bidders grant HCPSS an unlimited right to generate additional electronic and/or paper copies for distribution solely for the purpose of evaluation and review.
4. To determine timeliness, the time "received" by HCPSS will be verified by the time stamp on HCPSS's email server. Technical Offers and/or Bids arriving after the due date and time will not be accepted. Bidders will be notified by email.
5. Late Bids cannot be accepted. Any bids received after the time and date specified, or by a different method or location will not be opened or given any consideration. HCPSS recommends against the delivery by hand, by mail or delivery services. Bids delivered to the central mailroom, front desk, or the purchasing Office will not be considered. All Bids must be submitted electronically in accordance with the instructions on the Invitation to Bid.

H. BASIS FOR AWARDING BIDS

1. In accordance with the 100% bid documents, the bid will be awarded to the lowest responsive and responsible bidder(s) and will be evaluated against sample projects and requirements selected by the school system.
2. The HCPSS reserves the right to award to bidder(s) receiving the most favorable technical evaluation and providing the best overall value to the HCPSS.
3. It is the school system's intent to award to one (1) or more Contractors.
4. 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.
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.
6. Bidders shall submit prices for **all line items** in the Bid Price Form in order to be considered responsive.

I. 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.

J. BIDS FIRM FOR 120 DAYS

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

K. LICENSES AND QUALIFICATIONS

1. Bidder must be licensed to do business in the State of Maryland and shall submit proof of current licensing with their bid. Bidder shall have a minimum of five (5) years' experience under the same company name.
2. Bidder shall have a local office within 50 miles of the HCPSS.
3. Bidding firm shall have and maintain a NADCA Membership and employ a minimum of one certified (NADCA) National Air Duct Cleaning Association (ASCS) Air Systems Cleaning Specialist on current staff. The (ASCS) Specialist is required to be present on all HCPSS projects at all times.
4. Firms with prior school system experience cleaning HVAC systems are preferred.
5. 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 each project within the proposed contract schedule.

DEFINITIONS

L. 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.

M. ERRORS IN BIDS

1. Failure of the bidder to thoroughly understand all aspects of the Invitation for Bid before submitting their bid will not act as an excuse to permit withdrawal of his bid nor secure relief or plea of error.
2. Neither law nor regulation makes allowance for errors or omissions on the part of the bidders.

N. CANCELLATION OF THE BID

1. Howard County Public Schools reserves the right to cancel this bid solicitation or to reject any or all bids in whole or in part at the sole discretion of the Director of Procurement if he/she determines that it is fiscally advantageous or in the best interest of HCPSS to cancel the bid.

O. 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.

- P. ORAL PRESENTATION
1. Bidders who submitted technical offers may be required to make individual presentations to HCPSS representatives in order to clarify their proposals.
- Q. 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.
- R. MULTIPLE/ALTERNATIVE BIDS
1. Bidders may not submit more than one (1) bid nor may bidders submit an alternate to this bid.
- S. 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.
- T. OPENING PROCEDURES
1. Sealed bids will be opened at the Department of Education at the designated time and place.
 2. During the period of evaluation, no bidder shall contact any member or employee of The Howard County Public School System concerning award. Such action may result in the bidder's offer being removed from evaluation and rendered nonresponsive.
- 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.

II. TERMS AND CONDITIONS

- A. CONTRACT
1. If this bid is accepted and awarded, it will become the contract. By submitting a bid offer, the undersigned hereby agrees and understands that all parts of the bid document, attachments, Terms and Conditions, addendums and all associated documents or any other extraneous matter incorporated by reference will be applicable to any contract(s) awarded as the result of this invitation to bid.
- B. CONTRACT MANAGER
1. The Howard County Public School System's Contract Manager(s) from Building Maintenance and School Construction departments 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(s) 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.

C. INDEMNIFICATION

1. The Awarded Contractor shall be responsible for any loss, personal injury, expense, death and/or any other damage which may occur by reason of Contractor's acts, negligence, willfulness or failure to perform any of its obligations under this agreement. Furthermore any acts on the part of any agent, director, partner, servant or employee of the Contractor are deemed to be the Contractor's acts. Contractor agrees to indemnify and hold harmless the Howard County Public School System and its Board of Trustees, Employees, Agents and Students from any claim, damage, liability, expense, and/or loss, including defense costs and attorney fees, arising directly or indirectly out of the Contractor's performance under this agreement. The indemnification obligation of the successful Contractor shall include, but shall not be limited to injuries to individuals and property of individuals who are not parties to the contract. In addition the indemnification obligation of the successful Contractor shall cover the acts or omissions of any subcontractors hired by the successful Contractor. Furthermore, the indemnification obligation of the successful Contractor shall survive termination of the contract for any reason.

D. ORDER OF PREFERENCE

1. In the event of an inconsistency among provisions of this Solicitation, the inconsistency shall be resolved by giving preference in the following order:
 - a) General Terms and Conditions
 - b) Special Terms and Conditions (if any)
 - c) The Specifications
 - d) Drawings or other Addenda

E. TERMINATION DUE TO FUNDING

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

F. 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.

G. 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.

H. REJECTIONS AND CANCELATIONS OF BIDS

1. HCPSS reserves the right to accept or reject any or all bids in whole or in part for any reason. HCPSS further reserves the right to waive any informality and to make awards in the best interest of the School System. HCPSS also reserves the right to reject the bid of any bidders who has previously failed to perform adequately on a prior award for furnishing goods and/or services similar in nature Page 10 to those requested in this solicitation. HCPSS may cancel this solicitation in whole or in part, at its sole discretion.

I. DEBARMENT STATUS

1. By submitting their proposal, the bidder(s), certify that they are not currently debarred by the State of Maryland or another governmental entity from submitting bids or proposals on contracts for the type of products or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

J. BRAND NAME OR EQUAL SUBSTITUTIONS

1. Where a particular manufacturer's brands or models are referenced, it is to be interpreted as being descriptive and not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids will be considered on models or brands or products of manufacturers other than those cited if accompanied by specifications, catalogs, test reports, brochures, or other descriptive literature and supporting data, sufficient in detail to permit evaluation and determination that the item offered fully meets the salient characteristics and is of equal type and equal or better quality without reservations or further reference. It is the responsibility of the Bidder to provide the foregoing documentation with the bid at the date and time set forth for submission. The burden of proof that proposed alternates are in fact equal or better falls on the Bidder and proof must be to the satisfaction of HCPSS. Bids received for proposed equal/substitute items without the required documentation to support the bidders claim will not be considered responsive. It is not the responsibility of HCPSS to locate or secure any further information regarding the proposed alternate product.
2. Howard County Public Schools reserves the right to request any proposed equipment or supplies free of charge for a reasonable testing period to determine its suitability to the School Systems needs and requirements.
3. The Howard County Public School System shall be the sole authority as to whether proposed substitute items meet specifications or are an approved equal and further reserves the right to reject any or all proposals or waive any informality which may appear to be in its best interest. The HCPSS decision of approving or disapproving of a proposed equal shall be final.
4. When only one manufacturer or model is referenced, the absence of anything to the contrary will be interpreted as a bid on the exact item specified. Bidders offering proposed equal/substitute items other than those specified must state the product name, model and manufacturer.
5. Where several manufacturers of models are referenced as being equally acceptable and the bidder does not indicate what particular model or brand he is

bidding on, the Purchasing Office shall have the right to select the brand or model referenced.

K. PRICE

1. Prices shall be all inclusive and shall include all cost of every kind such as, but not limited to delivery and training costs to The Howard County Public School System.

L. MULTIPLE PRICES

1. No bidder will be allowed to offer more than one price on each item regardless of the availability of several items that they feel may perform the same function or meet the specification as the item(s) described in the solicitation. The bidder must determine for themselves which item to offer and submit one price only. If said bidder should submit more than one price on any item all prices for that item may be rejected at the discretion of HCPSS.

M. 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.

N. 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.

O. 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.

P. 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

Q. FUNDING

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

R. 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.

S. 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.

T. INSURANCE

1. See ATTACHMENT A, INSURANCE REQUIREMENTS.

U. MATERIAL SAFETY DATA SHEETS

1. Pursuant to Occupational Safety and Health Act (OSHA) 29CFR1910, where applicable, MSDS 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. MSDS must show the contract number under which the products were supplied or used and certify that no asbestos containing products have been installed.

V. 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.

W. SUBCONTRACTORS/SUBCONSULTANTS

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.
3. The bidder shall identify all proposed subContractor/sub-consultant who will be furnishing services under the terms of this solicitation. SubContractor/subconsultants shall conform in all respects to the applicable provisions specified for the prime Contractor and shall be subject to approval by HCPSS. If a subContractor/sub-consultant is determined to be unacceptable by HCPSS, the Contractor shall substitute an acceptable subContractor/sub-consultant with no change in any contract unit prices or overall contract sum. If a firm fails, within a timely manner, to propose another subContractor/sub-consultant to which HCPSS has no objection, HCPSS reserves the right to reject the proposal. The Contractor will use only those subContractor/sub-consultants approved by HCPSS. All subContractor/sub-consultants shall comply with all federal and state laws and regulation which are applicable to the services covered by the subContractor and shall include all terms and conditions set forth herein which apply with equal force to the subContractor/sub-consultant, as if they were the Contractor referred to herein. The Contractor is responsible for the contract performance, whether or not subContractor/sub-consultants are used.

X. 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.

Y. 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 may be 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.

Z. 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.

AA. 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.

BB. BEHAVIOR OF CONTRACTOR EMPLOYEES

1. Howard County Public School System (HCPSS) is committed to providing a work and study environment that is free from discrimination and harassment on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, handicap, pregnancy, or status as a disabled veteran or veteran of the Vietnam era. Behavior contrary to this philosophy, which has the purpose or effect of creating an intimidating, hostile, or offensive environment, will not be tolerated by HCPSS, and it is the Contractor's responsibility to ensure that such behavior by its employees, agents, and subContractors does not occur. The policy extends to maintaining an environment free from sexual harassment. Therefore, sexual advances or sexual remarks, requests for sexual favors, and other verbal or physical conduct of a sexual nature must not be condoned or permitted by the Contractor. This prohibition extends to such harassment within the employment context as well as harassment of students, staff, and visitors to the HCPSS. It should be assumed that all sexual behavior by the Contractor's employees, agents, and subContractors on any campus or facility of HCPSS, whether owned, operated, maintained or leased by the HCPSS, is improper and unwelcome. Contractor will also ensure that all or their representatives who work with HCPSS users exhibit a high degree of professionalism in their dealings with those users. The Contractor's employees and subContractors shall be subject to and comply with all applicable HCPSS rules, regulations and policies which shall include those regulations relating to safety, security and campus parking. If deemed necessary, HCPSS reserves the right to demand the removal of any of the Contractor's employees/subContractors from duty on its premises as a result of their violation of the standards set forth herein.

CC. NON-COLLUSION

1. By signing and submitting a Bid/Proposal under this solicitation, the offeror certifies that it has neither agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith; Bidder also certifies that it has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the Bidder or offeror herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the bid or offer is submitted.

DD. NON-DISCRIMINATION IN EMPLOYMENT

1. The HCPSS does not discriminate on the basis of race, color, creed, national origin, religion, physical or mental disability, age, gender, marital status, or sexual

orientation in matters affecting employment or in providing access to programs. For more information, contact the Equity Assurance Office of the Howard County Public School System at 10910 Route 108, Ellicott City, MD 21042 or call 410- 313-6654.

EE. MARYLAND LAW PREVAILS

1. The provisions of this contract shall be governed by the laws of Maryland.

FF. 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 if any.
2. After bid opening and bid review, but prior to bid award, if a Bidder's entire bid is declared to be nonresponsive 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, Attention: Buyers Name, labeled "Protest" and the Bid Number. The written protest shall include as a minimum the following:
 - 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).

GG. MINORITY BUSINESS ENTERPRISE PARTICIPATION

1. It is the goal of The Howard County Public School System that Maryland Department of Transportation certified minority business enterprise firms participate in a minimum of zero (0%) percent of the total dollar value of this procurement. The Contractor or supplier who provides materials, supplies, equipment, and/or services for this solicitation shall attempt to achieve the result that a minimum of zero (0%) percent of the total contract value is made directly or indirectly from certified minority business enterprises. The bidder or offeror agrees to make a good faith effort to achieve this goal with certified minority business enterprises.
2. Minority Business Enterprise participation shall be as defined by the procedures established for State of Maryland funded public school construction projects.
3. The Howard County Public School system may request Minority Business Enterprise (MBE) participation on future projects that may be funded by Federal and/or State of Maryland 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.

HH. 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.

II. 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.

JJ. 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 administration 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.

KK. LOCAL OFFICE

1. The Contractor shall maintain a local office with telephone available for receiving and making calls throughout the working day and shall have available locally sufficient storage space for materials and equipment located within 50 miles of the school system.
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.

LL. CONTRACTOR'S PROJECT MANAGER/COORDINATOR

1. The Contractor shall provide, at least one person who shall be designated as the Project Manager. The 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 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 his approval of any changes in persons designated as Project Manager.
3. The Contractors Project Manager shall provide the HCPSS with a project schedule and updates as required reflecting any and all changes.

MM. WORKING HOURS

1. Normal working hours are defined as follows:
 - a) School in Session- 6:30 AM to 11:00 PM, Monday through Friday (excluding school board approved holidays).
 - b) Saturdays - between the hours of 6:30 AM and 6:00 PM.
 - c) Summer Break - 6:30 AM to 4:00 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.

NN. 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.

OO. 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.

PP. 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.

QQ. PERMITS, CODES, AND LAWS

1. All work shall be in accordance with the following rules and regulations and any applicable laws:
 - (1) National Fire Protection Association (NFPA)
 - (2) Basic National Building Code (BOCA)
 - (3) State Building Code (SBC)
 - (4) Local Building Codes (LBC)
 - (5) National Electrical Code (NEC)

2. Where any of the above are 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. 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 and in installation procedures required for this work. All supervision assigned to this project shall be experienced in this type of work. This Contractor's superintendent 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.

RR. 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 Contract manager must approve any work performed outside of these hours.
3. Owner will not provide storage for the Contractor's tools, equipment, and materials. Owner does not assume responsibility for the security of these items.

SS. 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. Roof Membranes: protect from damage with OSB and insulation. Any damage caused by Contractor shall be repaired by certified roofing company approved by HCPSS. Any roof penetrations required for project shall be performed by certified roofing company also approved by HCPSS.
6. Wall Penetrations: exterior wall penetrations shall be sealed and made water tight. Interior penetrations shall be sleeved and properly sealed with approved fire stopping sealant.
7. Gymnasium Floors: protect from damage with ¾-inch plywood sheets when using lift for obtaining access to high ceilings.

TT. 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, and excess materials left from the permanent work as a result of the Contractor's operations. The adjoining areas mentioned above will be reshaped, seeded, and mulched, or otherwise restored, as they existed prior to work.
2. 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.

UU. LEFTOVER PRODUCT

1. Any remaining product from projects will be considered the property of HCPSS, unless otherwise specified. It shall be the responsibility of the Contractor to deliver all remaining product to a location within Howard County as specified by the Contract Manager before project completion.

VV. 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 two years.
2. All labor shall minimally carry a warranty against workmanship for a minimum of two years.

WW. 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.

XX. 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.

YY. 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.

I. BIDS, EVALUATION, AND FORMS

A. SIGNING OF FORMS

1. The Bid Price, if submitted by an individual, shall be signed by the individual; if submitted by a partnership, 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. SUBMITTAL

1. All form(s) shall be filled in ink or typed. The signer shall also initial in ink any and all erasures and/or alternations made.

C. TECHNICAL CRITERIA

1. The following information (**items 3 through 10**) shall be furnished with your bid. Failure to include any of the items below in your response may result in the bid being considered non-responsive.
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.
3. **EXPERIENCE/REFERENCE FORM:** Complete the enclosed "Experience Reference" form for three (3) current contracts which demonstrate your firm's experience with HVAC Systems Cleaning Services in the past 3 years. Higher consideration will be given to contracts, jobs that demonstrate your firm's experience cleaning HVAC systems for a public school system.
 - a) As indicated on the form, the following information is to be provided for each contract:

- (1) Customer/Owner's name, address, contacts names and telephone number;
 - (2) A brief description of the project including:
 - a) Type of HVAC system cleaned;
 - 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, and;
 - g) List of all similarities to HCPSS requirements.
4. **KEY PERSONNEL FORM:** Complete the enclosed "Key Personnel" form, provide the names of one (1) Project Manager and three (3) HVAC Cleaning Technicians to be assigned to this contract if awarded. All Technicians assigned to this contract shall be full time employees of the Contractor and have a minimum of 3 years' experience cleaning HVAC Systems. Bidders are required to have one or more NADCA ASCS Certified Technicians on projects at all times. The Howard County Public School System will not permit subContractors to clean HVAC Systems.
- a) Complete "Key Personnel Form" for these people inclusive of the following:
 - (1) Identify relevant training/certification/education (NADCA ASCS Certification, Certified Ventilation Inspector Certification, trade schools, etc.) that qualifies these individuals with the necessary skills to complete HVAC cleaning services.
 - (2) Work experience with the bidding firm and/or prior employers inclusive of duration of employment and position(s) held for the past five years.
 - (3) Two references who can comment on this individual's work experience (references are not to be from within the bidder's firm).
 - b) By submitting the above names for consideration, the bidder is COMMITTING these individuals to any resulting contract. There will not be any personnel changes allowed during the life of any resulting contract without expressed written authorization from The Howard County Public School System.
 - c) All references will be checked by HCPSS. References must include a contact person and telephone number who can comment on the firm's or employee's ability to do specified work. 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. **PROFILE OF COMPANY:** Complete the "Profile of Company" form provided. Information provided is to be of a local office within 50 miles of the HCPSS that will be performing the Howard County Public School System's work. Bidders shall maintain a current NADCA membership and employ a minimum of one or more NADCA ASCS Certified employees on their staff at all times. Firms with prior experience working within a school system are preferred. By completing the form, a comprehensive description of your organization will be provided which includes the following information:

- a) Location and size of firm.
- b) Brief history of your firm including;
 - (1) Length of time conducting HVAC cleaning services (minimum of 5 years' experience required);
 - (2) Prior School System experience if applicable;
 - (3) Note NADCA membership;
 - (4) Note NADCA ASCS and CVI Certifications;
 - (5) Principals of the company;
 - (6) Number of employees by job categories;
 - (7) Annual Dollar of Sales by year for the last three (3) years;
- c) Certify whether or not your firm has, in the last five (5) years, had a contract terminated for any reason and if so state why.

6. **Copy of Contractors License.**

7. **Copy of NADCA membership.**

8. **Copies of current NADCA ASCS Certification.**

9. **Copy of Certificate of Insurance;** (See Attachment, Insurance Requirements).

10. **Number of incidents cited for non-compliance by MOSH/OSHA/ MDE/EPA** or letter stating no incidents on company letterhead.

II. SPECIFICATIONS

A. DESCRIPTION OF WORK

1. This specification covers the furnishing and installation of materials for HVAC air distribution system cleaning. Products shall be as follow or as directed by the owner. Installation procedures shall be in accordance with the product manufacturer's recommendations. Demolition and removal of materials shall be as required to support the work.

B. SUMMARY

1. Section includes cleaning HVAC air distribution equipment, ducts, plenums, and system components.

C. LICENSES AND QUALIFICATIONS

1. Bidder must be licensed to do business in the State of Maryland and shall submit proof of current licensing with their bid. Bidder shall have a minimum of five (5) years' experience under the same company name.
2. Bidder shall have a local office within 50 miles of the HCPSS.
3. Bidding firm shall have and maintain a NADCA Membership and employ a minimum of one certified (NADCA) National Air Duct Cleaning Association (ASCS) Air Systems Cleaning Specialist on current staff. The (ASCS) Specialist is required to be present on all HCPSS projects at all times.
4. Firms with prior school system experience cleaning HVAC systems are preferred.
5. 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 each project within the proposed contract schedule.

D. DEFINITIONS

1. ASCS: Air Systems Cleaning Specialist
2. CVI: Certified Ventilation Inspector
3. NADCA: National Air Duct Cleaners Association

E. SUBMITTALS

1. Qualification Data: For an ASCS
2. Strategies and procedures plan.
3. Cleanliness verification report.

F. QUALITY ASSURANCE

1. ASCS Qualifications: Certified member of NADCA.
2. Certification: Employ an ASCS certified by NADCA on a full-time basis.
3. Project Manager Qualifications: Certified as an ASCS by NADCA.
4. ASCS Certified Technician on site at all times for all projects.

III. EXECUTION

A. EXAMINATION

1. Examine HVAC air-distribution equipment, ducts, plenums and system components to determine appropriate methods, tools and equipment required for performance of the work.
2. Perform "Project Evaluation and Recommendation" according to NADCA ACR 2013 by a NADCA ASCS Certified Technician.
3. **If the Contractor believes there is any fungal growth concerns on a project, the Contractor shall inform HCPSS Contract Manager and await reply before any action is taken to clean or treat.**

B. PREPARATION

1. Prepare a written plan that includes strategies and step by step procedures. At a minimum include the following:
 - a) Supervisor contact information
 - b) Work schedule including location, times, and impact on occupied areas
 - c) Methods and materials planned for each HVAC component type
 - d) Required support from other trades.
 - e) Equipment and material storage requirements.
 - f) Exhaust equipment setup locations.
2. Use the existing service openings, as required for proper cleaning, at various points of the HVAC system for physical and mechanical entry and for inspection. Install access doors for new points of entry.
3. Comply with NADCA ACR 2013, "Guidelines for Constructing Service Openings in HVAC Systems" Section

C. CLEANING

1. Comply with NADCA ACR 2013 (HCPSS requires NADCA ASCS Certified technician on site at all times).
2. Remove visible surface contaminants and deposits from within the HVAC system.
3. Systems and Components to be Cleaned
 - a) Air devices for supply and return air
 - b) Air terminal units
 - c) Ductwork:
 - (1) Supply air ducts, including turning vanes and reheat coils, to the air handling unit
 - (2) Return air ducts to the air handling unit
 - (3) Exhaust air duct
 - d) Air Handling Units:
 - (1) Interior surfaces of the unit casing
 - (2) Coil surfaces compartment
 - (3) Condensate drain pans
 - (4) Fans, fan blades, and fan housings
 - e) Filter and filter housings
4. Collect debris removed during cleaning. Ensure that debris is not dispersed outside the HVAC system during the cleaning process.
5. Particulate Collection:
 - a) For particulate collection equipment, include adequate filtration to contain debris removed. Locate equipment downwind and away from all air intakes and other points of entry into the building.
 - b) HEPA filtration with 99.97 percent collection efficiency for particles sized 0.3 micrometer or larger shall be used where the particulate collection equipment is exhausting inside the building.
6. Control odors and mist vapors during the cleaning and restoration process.
7. Mark the position of manual volume dampers and air directional mechanical devices inside the system prior to cleaning. Restore them to their marked position on completion of cleaning.
8. System components shall be cleaned so that all HVAC system components are visibly clean. On the completion, all components must be returned to the settings recorded just prior to cleaning operations.
9. Clean all air distribution devices, registers, grilles, and diffusers.
10. Clean visible surface contamination deposits according to NADCA ACR 2013 and the following:
 - a) Clean air handling units, airstream surfaces, components, condensate collectors, and drains.
 - b) Ensure that a suitable operative drainage system is in place prior to beginning wash down procedures.
 - c) Clean evaporator coils, reheat coils, and other airstream components.
11. Duct Systems:

- a) Create service openings in the HVAC system as necessary to accommodate cleaning.
 - b) Mechanically clean duct systems to remove all visible contaminants.
12. Debris removed from the HVAC system shall be disposed of according to applicable Federal, state and local requirements.
13. Mechanical Cleaning Methodology:
- a) Source Removal Cleaning Methods: The HVAC system shall be cleaned using source removal mechanical cleaning methods designed to extract contaminants from within the HVAC system and to safely remove these contaminants from the facility. No cleaning method, or combination of methods, shall be used that could potentially damage components of the HVAC system or negatively alter the integrity of the system.
 - (1) Use continuously operating vacuum collection devices to keep each section being cleaned under negative pressure
 - (2) Cleaning methods that require mechanical agitation devices to dislodge debris that is adhered to interior surfaces of HVAC system components shall be equipped to safely remove these devices. Cleaning methods shall not damage the integrity of HVAC system components or damage porous surface materials such as duct and plenum liners.
 - b) Cleaning Mineral Fiber Insulation Components:
 - (1) Fibrous glass thermal or acoustical insulation elements present in equipment or ductwork shall be thoroughly cleaned with HEPA vacuuming equipment while the HVAC system is under constant negative pressure and shall not be permitted to get wet according to NADCA ACR 2013.
 - (2) Cleaning methods used shall not cause damage to fibrous glass components and will render the system capable of passing the HVAC System Cleanliness Test (see NADCA ACR 2013)
 - (3) Fibrous materials that become wet shall be discarded and replaced.
14. Coil Cleaning:
- a) Measure static pressure differential across each coil.
 - b) See NADCA ACR 2013, "Coil Surface Cleaning" Section. Type 1, or Type 1 and Type 2, cleaning methods shall be used to render the coil visibly clean and capable of passing Coil Cleaning Verification (see applicable NADCA ACR 2013)
 - c) Coil drain pans shall be subject to NADCA ACR 2013, "Non Porous Surfaces Cleaning Verification." Ensure that condensate drain pans are operational.
 - d) Electric resistance coils shall be de-energized, locked out, and tagged before cleaning.
 - e) Cleaning methods shall not cause any appreciable damage to, cause displacement of, inhibit heat transfer, or cause erosion of the coil surface or fins, and shall comply with coil manufacturer's written recommendations when available.
Rinse thoroughly with clean water to remove any latent residues.
15. Antimicrobial Agents:
- a) Apply antimicrobial agents and coating if active fungal growth is reasonably suspected or where unacceptable levels of fungal

contamination have been verified. Apply antimicrobial agents and coatings according to manufacturer's written recommendations and EPA registration listing after the removal of surface deposits and debris.

- b) When used, antimicrobial treatments and coatings shall be applied after the system is rendered clean.
- c) Apply antimicrobial agents and coatings directly onto the surfaces of interior ductwork. **Fogging is prohibited.**

D. CLEANLINESS VERIFICATION

- 1. Verify cleanliness according to NADCA ACR 2013, "Verification of HVAC System Cleanliness" Section.
- 2. Perform visual inspection for cleanliness. If no contaminants are evident through visual inspection, the HVAC system shall be considered clean. If visible contaminants are evident through visual inspection, those portions of the system where contaminants are visible shall be re-cleaned and subjected to re-inspection for cleanliness.
- 3. Prepare a written cleanliness verification report. At a minimum, include the following"
 - a) Written documentation of the success of the cleaning.
 - b) Site inspection reports, initialed by supervisor, including notation of areas of inspection, as verified through visual inspection.
 - c) System areas found to be damaged.

E. PHOTOGRAPHIC DOCUMENTATION

- 1. The Contractor shall have the ability to provide photographic documentation of all areas for each project.
- 2. The Contractor shall provide digital pictures of all work areas on CD upon completion of each project. Digital pictures shall document the condition of all work areas before and after cleaning services have been completed.

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

GENERAL PROVISIONS

1. THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM (HCPSS) IS A PUBLIC SCHOOL SYSTEM IN THE STATE OF MARYLAND.

FEDERAL TAX ID:	52-6000968
MARYLAND SALES TAX:	30001219
FEDERAL EXCISE TAX:	52-73-0257K

2. ALL SHIPMENTS MUST BE PREPAID.
3. INVOICE IN TRIPLICATE TO THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM, ACCOUNTING SERVICES, 10910 CLARKSVILLE PIKE, ELLICOTT CITY, MARYLAND 21042-6198.
4. DELIVERY HOURS SHALL BE BETWEEN 8:30 A.M. TO 3:30 P.M. EXCEPT SATURDAY, SUNDAY AND HOLIDAYS.
5. THIS ORDER MAY BE CANCELLED WITHOUT PENALTY TO THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM IF DELIVERY IS NOT MADE WITHIN 60 DAYS.
6. ASSIGNMENTS AND SUBCONTRACTS THE CONTRACTOR MAY NOT ASSIGN OR TRANSFER THIS CONTRACT, ANY INTEREST HEREIN OR ANY CLAIM HEREUNDER. EXCEPT AS EXPRESSLY AUTHORIZED IN WRITING BY HCPSS.
7. DOCUMENTS, MATERIALS AND DATA: ALL DOCUMENTS, MATERIALS OR DATA DEVELOPED AS A RESULT OF THIS CONTRACT SHALL BE HCPSS'S PROPERTY. HCPSS HAS THE RIGHT TO USE AND REPRODUCE ANY DOCUMENTS, MATERIALS, AND DATA.
8. INDEMNIFICATION THE CONTRACTOR SHALL INDEMNIFY, SAVE HARMLESS, AND DEFEND THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM AND ALL OF ITS REPRESENTATIVES FROM ANY AND ALL SUITS, ACTIONS, DAMAGES, AND CLAIMS OF ANY CHARACTER BROUGHT ON ACCOUNT OF ANY INJURY OR DAMAGES SUSTAINED BY ANY PERSON OR PROPERTY IN CONSEQUENCE OF ANY PRODUCT, MATERIAL, EQUIPMENT, AND/OR WORK PERFORMED UNDER THIS CONTRACT, EITHER BY THE CONTRACTOR AND/OR SUBCONTRACTOR, THEIR AGENTS, EMPLOYEES OR REPRESENTATIVES.
9. INDEPENDENT CONTRACTOR: THE CONTRACTOR IS AN INDEPENDENT CONTRACTOR. THE CONTRACTOR AND THE CONTRACTOR'S EMPLOYEES OR AGENTS ARE NOT AGENTS OF HCPSS.
10. NONDISCRIMINATION IN EMPLOYMENT: ARTICLE 49B OF THE ANNOTATED CODE OF MARYLAND PROHIBITS EMPLOYMENT DISCRIMINATION ON THE BASIS OF AGE, SEX, COLOR, MARITAL STATUS, PHYSICAL OR MENTAL HANDICAP, NATIONAL ORIGIN, RACE, OR RELIGION.
11. ORDER OF PREFERENCE: IN THE EVENT OF AN INCONSISTENCY AMONG PROVISIONS OF THIS INVITATION FOR BID, THE INCONSISTENCY SHALL BE RESOLVED BY GIVING PREFERENCE IN THE FOLLOWING ORDER:
 - GENERAL PROVISIONS
 - TERMS AND CONDITIONS
 - THE SPECIFICATIONS
 - DRAWINGS OR OTHER ADDENDA
12. COMPLIANCE: THIS SOLICITATION IS ISSUED IN COMPLIANCE WITH SECTION 5-112 OF THE ANNODATED CODE OF MARYLAND.
13. COMMERCIAL WARRANTY: THE CONTRACTOR AGREES THAT THE SUPPLIES OR SERVICES FURNISHED UNDER THE CONTRACT SHALL BE COVERED BY THE MOST FAVORABLE COMMERCIAL WARRANTIES THE CONTRACTOR GIVES TO ANY CUSTOMER FOR SUCH SUPPLIES OR SERVICES AND THAT THE RIGHT AND REMEDIES PROVIDED HEREIN ARE IN ADDITION TO AND DO NOT LIMIT ANY RIGHTS AFFORDED TO THE BOARD OF EDUCATION BY ANY OTHER CLAUSES OF THE CONTRACT.

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.

EXPERIENCE/REFERENCE FORM

Bidder: _____

1. Customer Name: _____
2. Customer Address: _____
3. Contact Name and Title: _____
4. Contact Phone #: _____
5. Describe customer's facility: _____

6. Type of HVAC System cleaned: _____

7. Number of Facilities covered in contract: _____
8. Name of your firm's NADCA ASCS Technician for this project: _____
9. Is this contract renewable? yes no
10. If yes to the above, was the contract renewed? And if not, why not? _____

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: _____

*** This form must be completed for three (3) HVAC Systems Cleaning projects in the past three years.**

KEY PERSONNEL FORM

STAFFING PLAN – Project Manager

Bidder: _____

Phone #: _____

Project Mgr: _____
(Name)

Fax #: _____

Cell#: _____

Email: _____

TECHNICAL TRAINING/EDUCATIONAL BACKGROUND:

Association/Institution

Licenses/Certifications

Date Earned

<u>Association/Institution</u>	<u>Licenses/Certifications</u>	<u>Date Earned</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 Managers ability to perform work such as is specified in the bid documents.

*** This form must be completed for one (1) Project Manager.**

KEY PERSONNEL FORM

STAFFING PLAN – Technician

Bidder: _____

Phone #: _____

Technician: _____
(Name)

Fax #: _____

Cell#: _____

Email: _____

TECHNICAL TRAINING/EDUCATIONAL BACKGROUND:

Association/Institution

Licenses/Certifications

Date Earned

<u>Association/Institution</u>	<u>Licenses/Certifications</u>	<u>Date Earned</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 Technicians ability to perform work such as is specified in the bid documents.

*** This form must be completed for three (3) Technicians.**

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 #: _____
_____ E-mail: _____
Company Contact: _____ Web Page: _____

Date of Incorporation: _____ State of Incorporation: _____
Number of Years in HVAC Systems Cleaning business under present name: _____
Other or former names under which your organization has operated: _____

Does your firm have prior experience performing HVAC Systems cleaning services for a school system?

Yes No

Is your firm currently a NADCA member? Yes No

Does your firm currently employ a staff member with the following credentials: Please check box if applicable;
NADCA ASCS Certified Technician CVI Certified Ventilation Inspector

Percent (%) of Work Performing: HVAC Systems Cleaning Services _____%

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

History of Firm: _____

Total Number of Employees: _____ Number of NADCA ASCS employees: _____
Number of Office Personnel: _____ Number of CVI employees: _____
Number of Technicians: _____

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 HVAC Systems Cleaning work:

2020 \$ _____ 2021 \$ _____ 2022 \$ _____

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

**HVAC SYSTEMS CLEANING SERVICES
BID #099.23.B3**

BID SIGNATURE SHEET

Date: _____

Owner: Board of Education
of Howard County Maryland
10910 Clarksville Pike
Ellicott City, MD 21042
Tel (410) 313-6723

Contractor: _____

The undersigned hereby submits a bid price to furnish and deliver the items as set forth in Bid #099.23.B3. The entire bid document including The General Provisions, Terms and Conditions, Specifications, any addenda, drawings, and the bid price will be part of any resulting contract.

PRICE

Having received clarification on all matters upon which any doubt arose, the undersigned proposes to furnish and deliver the requested items for the guaranteed pricing noted below:

SERVICE LABOR RATES:

POSITION	Regular Hours	Premium Hours
Project Manager	Not to exceed \$ _____ /man-hour	Not to exceed \$ _____ /man-hour
Technician	Not to exceed \$ _____ /man-hour	Not to exceed \$ _____ /man-hour

TIME & MATERIAL RATES:

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.))	_____ %

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.

COMPANY INFORMATION

Name of company _____ years in business

Street Address

City State Zip

Telephone # Fax #

CONTACT FOR INSIDE CONTRACT ADMINISTRATION

In the event your firm receives a contract as a result of this Invitation for Bid, please designate an inside person whom we may contact during the period of the contract for prompt contract administration showing:

Name _____ Title _____

Address _____ Phone _____

_____ Fax _____

e-mail _____ Cell _____

ADDENDA

Receipt of the following addenda is acknowledged:

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

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 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 firm 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, employees, agents, or employees of agents 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 judgment 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 penalties 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 with full authority by the bidder named below.

(Signature of Bidder)

(Date)

(Print Name of Bidder)

(Title of Bidder)

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 2023.

HVAC Systems Cleaning Services
Bid #099.23.B3
Bid Price Sheet

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

eMaryland Marketplace Advantage (eMMA) Vendor No.

CHECK LIST

TECHNICAL OFFERS

The following forms must be included with your bid.

yes	no	
<input type="checkbox"/>	<input type="checkbox"/>	Experience/Reference Form (3 projects required)
<input type="checkbox"/>	<input type="checkbox"/>	Key Personnel Form (for 1 project manager, 3 technicians)
<input type="checkbox"/>	<input type="checkbox"/>	Profile of Company Form
<input type="checkbox"/>	<input type="checkbox"/>	Copy of Contractor's License
<input type="checkbox"/>	<input type="checkbox"/>	Copy of NADCA Membership
<input type="checkbox"/>	<input type="checkbox"/>	Copy of NADCA ASCS Certification
<input type="checkbox"/>	<input type="checkbox"/>	Specimen Copy of Certificate of Insurance
<input type="checkbox"/>	<input type="checkbox"/>	MOSH/OSHA/MDE/EPA Letter
<input type="checkbox"/>	<input type="checkbox"/>	Bid Price Sheet

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

10910 Clarksville Pike, Ellicott City, Maryland 21042

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

Michael Martirano, Superintendent

Elementary (Grades K-5)

Atholton, 6700 Seneca Dr., Columbia 21046	(410)313-6853	Robin Malcotti
Bellows Spring, 8125 Old Stockbridge Dr., Ellicott City 21043	(410)313-5057	Julie Schrufer
Bollman Bridge, 8200 Savage-Guilford Rd., Savage 20763	(410)880-5920	Connie Fowlkes
Bryant Woods, 5450 Blue Heron Ln., Columbia 21044	(410)313-6859	Danielle Shanks
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	Michael Caldwell
Clemens Crossing, 10320 Quarterstaff Rd., Columbia 21044	(410)313-6866	Ed Cosentino
Cradlerock Lower, 6700 Cradlerock Way, Columbia 21045	(410)313-7601	Aricka Porter
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	Molly Caroland
Elkridge, 7075 Montgomery Rd., Elkridge 21075	(410)313-5006	Kelley Powell
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	Patricia Lannon
Hammond, 8110 Aladdin Dr., Laurel 20723	(410)880-5890	Lisa Ciarapica
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	Lauran Beaman
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	Shawna Holden
Rockburn, 6145 Montgomery Rd., Elkridge 21075	(410)313-5030	Elizabeth Yankle
Running Brook, 5215 W. Running Brook, Columbia 21044	(410)313-6893	Gillian Spivey
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	Anthony Esposito
Talbot Springs, 9550 Basket Ring Rd., Columbia 21045	(410)313-6915	Nancy Thompson
Thunder Hill, 9357 Mellenbrook Rd., Columbia 21045	(410)313-6922	Sonia Hurd
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	Allen Cosentino
Clarksville, 6535 S. Trotter Rd., Clarksville 21029	(410)313-7057	Kim Scaife
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	Kathleen Clark
Glenwood, 2680 Route 97, Glenwood 21738	(410)313-5520	Melissa Shindel
Hammond, 8100 Aladdin Dr., Laurel 20723	(410)880-5830	Lisa Smith
Harper's Choice, 5450 Beaverkill Rd., Columbia 21044	(410)313-6929	Alexia Couch
Lake Elkhorn, 6700 Cradlerock Way, Columbia 21045	(410)313-7610	Brian Wallace
Lime Kiln, 11650 Scaggsville Road, Fulton 20759	(410)880-5988	Tammy Jones
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	Regina Coleman
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	Denise Young
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	Shawn Hastings-Hauf
Hammond, 8800 Guilford Rd, Columbia 21046	(410)313-7615	Raymona Reid
Howard, 8700 Old Annapolis Rd., Ellicott City 21043	(410)313-2867	Nick Novak
Long Reach, 6101 Old Dobbin Ln., Columbia 21045	(410)313-7117	Adam Eldridge
Marriotts Ridge, 12100 Woodford Dr., Marriottsville 21104	(410)313-5568	John DiPaula
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 1 1550 Scaggsville Rd., Fulton 20759	(410)888-8850	Karim Shortridge
River Hill, 12101 Clarksville Pike, Clarksville 21029	(410)313-7120	Mikaela Ligard
Wilde Lake, 5460 Trumpeter Rd., Columbia 21044	(410)313-6965	Marcy Leonard

Special Schools

High School 13

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

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, 9645 Gerwig Lane, Columbia 21046	(410)313-7627	