

Office of Purchasing  
10910 Clarksville Pike, Ellicott City, Maryland 21042-6198  
(410) 313-4584, fax (410) 313-6789

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## INVITATION TO BID

### Custodial Floor Care Products BID #077.18.B4

To All Interested Bidders:

Re: NOTICE TO BIDDERS  
Custodial Floor Care Products – Bid #077.18.B4

The Howard County Public School System (HCPSS) requests your bid for Custodial Floor Care Products.

Bid documents may be obtained on **May 24, 2018** at the Howard County Department of Education, Purchasing Office, 10910 Rt. 108, Ellicott City, MD 21042 or online at [www.hcpss.org/about-us/purchasing/current-bids/](http://www.hcpss.org/about-us/purchasing/current-bids/).

The Purchasing Office's contact for this solicitation is Mr. Robert Gill, [robert\\_gill@hcpss.org](mailto:robert_gill@hcpss.org), (410) 313-4584.

Bids shall be submitted in a sealed envelope clearly marked "**Bid**", "**Custodial Floor Care Products**" "**Bid #077.18.B4**", to the Howard County Department of Education, Purchasing Office, 10910 Clarksville Pike, Ellicott City, Maryland 21042 no later than **June 13, 2018 at 10:00 A.M.** Late Proposals will not be accepted. It is the bidder's responsibility to insure that Proposals are delivered to the Purchasing Office prior to the scheduled opening time.

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

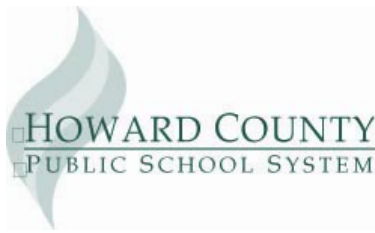
All questions shall be directed, in writing, no later than **2:00 P.M., June 5, 2018** to Mr. Robert Gill, Procurement Specialist, [Robert\\_gill@hcpss.org](mailto:Robert_gill@hcpss.org). The Howard County Public School System is under no obligation to respond to any questions that are received after the cutoff date and time. Only answers provided via addenda issued by the HCPSS will be binding. Under no circumstances are bidders, including third party vendors or their staff, to contact any other HCPSS Staff, employees or any related constituency for purposes associated with this solicitation, including but not limited to, obtaining or providing information. **Bidders failing to comply with this requirement may be disqualified.**

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

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

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

Robert B. Gill, CPPB, CPPO  
Procurement Specialist



Office of Purchasing  
10910 Clarksville Pike, Ellicott City, Maryland 21042-6198  
(410) 313-4584, fax (410) 313-6789

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

**NO BID REPLY FORM**

Sealed Bid For: Custodial Floor Care Product

Bid Number: 077.18.B4

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. This information will not preclude receipt of future invitations unless you request removal from the Bidders' List by so indicating below. This form may be emailed to the Purchasing representative noted in this solicitation or faxed to (410) 313-6789.

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 can not submit a bid because of the marketing or franchising policies of the manufacturing company.
- \_\_\_\_\_ 4. We do not wish to do business with 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: \_\_\_\_\_  
\_\_\_\_\_

**May 24, 2018**

**Issue Date**

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

<b>SEALED BID FOR:</b>	<b>Custodial Floor Care Products</b>
<b>BID NUMBER:</b>	<b>077.18.B4</b>
<b>PRE-BID DATE:</b>	<b>N/A</b>
<b>PRE-BID TIME:</b>	<b>N/A</b>
<b>PRE-BID LOCATION:</b>	<b>N/A</b>
<b>LAST DATE &amp; TIME FOR QUESTIONS:</b>	<b>June 5, 2018 at 2:00 PM</b> in writing Submit To: Robert Gill at <a href="mailto:robert_gill@hcpss.org">robert_gill@hcpss.org</a>
<b>BID DUE DATE &amp; TIME:</b>	<b>June 13, 2018 - 10:00 AM</b>
<b>BUYER:</b>	<b>Robert Gill, phone: 410-313-4584, fax: 410-313-6789</b> <b>email: <a href="mailto:robert_gill@hcpss.org">robert_gill@hcpss.org</a></b>

## THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

### Custodial Floor Care Products

BID #077.18.B4

#### I. INSTRUCTIONS TO BIDDERS

##### A. 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 provided to each prospective Bidder. The original Bid Price Sheet/Form of Proposal must be returned: (1) with all questions answered; (2) without alteration; (3) with the BID SIGNATURE SHEET or No Bid Reply form properly signed; (4) sealed and enclosed in an envelope; (5) to the Purchasing Office, The Howard County Public School System, 10910 Clarksville Pike, Ellicott City, Maryland 21042, either mailed or hand carried before the time and date stated for return of bid. Telephone, facsimile, and/or electronic bids will not be accepted. It is the Offeror's responsibility to ensure that their Bid is delivered to the proper place prior to the scheduled opening time.
2. The remaining documents consisting of all pages of the Invitation for Bid, the General Provisions, Terms and Conditions, any plans, drawings or extraneous matter, shall be retained by the Offeror and will form part of the contract resulting from the Invitation for Bid.
3. It is the Offeror's responsibility to examine and understand all documents, addenda, drawings, or other information posted by the Purchasing Office in reference to this Bid.
4. It is highly recommended that individuals preparing bid submittals for this solicitation utilize the Bid Check List enclosed with this document to assure that they have included all of the required items. Failure to include items may cause your bid to be non responsive.

##### B. DUE DATE AND TIME

1. One Original (Marked Original), plus one (1) copy (Marked Copy). Bids must arrive at the Purchasing Office by the time, date and location specified in the Invitation to Bid in order to be considered for this project. If a Bidder includes supplemental documents such as brochures they must attach a copy of all the supplemental materials to the Original and the copy.
2. LATE BIDS CANNOT BE ACCEPTED. Any bids received after the time and date specified, or at a different location will not be opened or given any consideration. HCPSS recommends against use of mail or delivery services that will not guarantee delivery directly to the Purchasing Office. Bids delivered to the central mailroom or front desk will not be considered "received" until they arrive at the Purchasing Office. HCPSS will not waive delay in delivery resulting in delay on the part of a carrier.

##### C. INCLEMENT WEATHER OR OTHER UNANTICIPATED HCPSS CLOSINGS

1. In the event that Howard County Public Schools are closed for students on the scheduled bid due date, but the Purchasing Office located in the Administrative/Central Offices are open then the bids will be due as specified in the original documents. In the event the Schools have a delayed opening on the date bids are due, the bid date and time will not change. In the event that the
2. HCPSS Administrative/Central Offices are closed as the result of inclement weather or for other unanticipated reasons, Bids will be due on the next day that

the Administrative/Central Office is officially open, at the same time specified. It is the bidder's responsibility to check the closure announcements.

D. CONTRACT DOCUMENTS

Contract Documents consist of The General Provisions of Bid Proposal, the Procurement Specifications and scope of work, the 100% bid documents and any applicable addenda issued. All of these materials and documents associated to this solicitation will be included in the Contract(s) which The Board of Education awards as a result of this solicitation and will become the contract. 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.

E. SIGNING OF FORMS

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

F. ISSUING OFFICE

- a) The Issuing Office is:

The Howard County Public School System  
Purchasing Office  
10910 Clarksville Pike  
Ellicott City, Maryland 21042  
Attn: Robert B. Gill  
(410) 313-4584  
[robert\\_gill@hcpss.org](mailto:robert_gill@hcpss.org)

- b) The Issuing Office Purchasing Representative above shall be the sole point of contact with HCPSS for purposes of preparation and submittal of Offer.

G. QUESTIONS AND INQUIRIES

1. For purposes of preparation and submittal of the Bid, please direct all questions in writing to Mr. Robert Gill, [robert\\_gill@hcpss.org](mailto:robert_gill@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.
3. Under no circumstances are Vendors, including third party vendors or their staff, to contact any other Howard County Public Schools staff or related constituency for purposes associated with this solicitation, including but not limited to obtaining or providing information. Vendors failing to comply with this requirement may be disqualified.

H. 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 request clarification in writing from the Issuing Office Representative, no later than the last day for questions specified in the bidding document, and the Purchasing Representative for the solicitation will respond by issuing 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. HCPSS reserves the right to amend or modify this solicitation. Changes will be made in the form of written addenda and posted to the HCPSS Purchasing web site at [www.hcpss.org/about-us/purchasing/current-bids/](http://www.hcpss.org/about-us/purchasing/current-bids/).
3. It is the bidder's sole responsibility to monitor the Purchasing web site prior to submitting their bid and acknowledge receipt of said addenda on the proper bid form. Failure to do so may result in non- receipt of important information and may not relieve such bidder from any obligation under his/her bid submittal.
4. The Bidder shall acknowledge the receipt of all addenda on the Bid Price Sheet.

I. 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.

J. TERMS OF CONTRACT

1. By submitting a response to this solicitation, a contractor affirms acceptance of all terms and conditions contained in the conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, and any addenda and agrees that these bidding documents and the above listed will become the contract for any future projects awarded under this contract.

K. MULTIPLE/ALTERNATIVE BIDS

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

L. CONFIDENTIALITY

1. Bidders should give specific attention to the identification of those portions of their Bid 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.

M. CANCELLATION OF THE BID

1. HCPSS reserves the right to cancel this Bid Solicitation, in whole or in part at the sole discretion of the Purchasing Representative if they determine it is in the best interest of HCPSS.

N. 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.

O. OPENING PROCEDURES

1. Sealed bids will be opened at the Department of Education at the designated time and place. The Purchasing Officer for The Howard County Public School System shall designate the time and place on the bid forms for the opening of sealed bids.
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 non-responsive.

P. BASIS FOR AWARDING BIDS

1. It is the intent of The Howard County Public School System to award to the lowest responsive and responsible Bidder(s) meeting specifications with consideration given to quantities involved, time required for delivery, purpose for which required, competency and responsibility of the bidder, the ability of the bidder to perform satisfactory services. The Howard County Public School System (HCPSS) retains the right to reject any and all bids, in whole or in part or to award in aggregate, item-by-item, group-by-group, in full or in part, make multiple awards, partial awards, to increase or decrease quantities where quantities are shown. In addition HCPSS 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 or to make no award at all at its sole discretion.
2. The Howard County Department of Education shall be the sole authority as to whether Bidders offer meets specifications or are an approved equal and reserves the right to waive any irregularity or informality which may appear to be in its best interest. HCPSS further reserves the right to consider information other than price when evaluating bids. A contract may be awarded to the provider(s) whose proposal best meets HCPSS requirements and needs at the time of award and whose fee structure is in the best interest of HCPSS.
3. HCPSS reserves the right to make an award with or without negotiations or to request best and final offers or to make award with or without further review.
4. In the event of tie bids where all factors are equal, award shall be made to the Howard County Bidder, the out of county Bidder but incorporated in Maryland, and the Bidder not incorporated in the state of Maryland, in that order of preference. If Bidders within one of these geographical designations are equal as to all factors of consideration, the award shall be made by the toss of a coin.

Q. CONTRACT PERIOD

1. Any resulting contract(s) shall have an initial term of one year commencing on award by the Board of Education with the option to renew for Six (6) additional one-year periods at the sole option of the school system pending the successful performance of the Contractor(s) and available funding.

R. CONTRACT MANAGER

1. The Howard County Public School System's Contract Manager for any awarded contract under this solicitation will be Mr. Larry Phillips, Custodial Services Manager (410) 313-2595. He shall be responsible for the day-to-day administration of the contract upon award. All communications regarding the contract and orders are to be directed to Larry Phillips (or his designee).

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

CUSTODIAL FLOOR CARE PRODUCTS

BID #077.18.B4

I. TERMS AND CONDITIONS

A. CONTRACT

1. If this bid is accepted and awarded, it shall become the contract document that governs the administration of the contract. All portions of this bid, including but not limited to the General Conditions, any addenda, amendments, modifications, specification, drawings, or any extraneous matter incorporated by reference, will be applicable to any contract(s) as a result of this solicitation.

B. BIDDER'S QUALIFICATIONS

1. Bidders may be required to furnish satisfactory evidence that they are qualified and have capacity, appropriately trained employees and facilities to perform the services on which they are bidding, and maintain a regularly established place of business. An authorized representative of The Howard County Public School System may visit any prospective bidder's place of business to determine their ability, capacity, reliability, financial stability, and other factors necessary to perform the contract.

C. ETHICS REGULATIONS

1. The Board of Education of Howard County has adopted an Ethics Regulation policy. Required by the Annotated Code of Maryland, these Ethics Regulations cover members of the Board of Education, the Superintendent, and all employees; and it specifies limits of participation of these individuals with entities doing business with The Howard County Public School System. For a copy of the regulations, please contact the Purchasing Office, Howard County Department of Education (410) 313-6644.

D. 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.

E. WITHDRAWAL OF BIDS

1. Bids may be withdrawn by written, facsimile, or telegraphed notice if given prior to the time and date specified for the return of bid. Telephone calls for these purposes are not acceptable.
2. No bid shall be withdrawn after the scheduled closing time for opening bids.

F. 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.

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

G. TRADE DISCOUNTS

1. All prices offered must be the lowest net price after trade discounts have been considered. Bids offering a percentage off list prices will not be accepted unless: (1) specifically requested in that manner; (2) two copies of the referenced price list accompany the bid.



**H. TIME DISCOUNTS**

1. Prompt payment discounts are solicited and will be treated as follows:
2. Discounts offered which allow a minimum of twenty (20) days to qualify will be deducted from prices offered in the bid for the purpose of determining the lowest price offered.
3. Discounts offering less than twenty (20) calendar days will not be deducted from price offered for the purpose of determining the lowest price, but will be taken if payment is made within the discount period.
4. In computing prompt payment discounts the date of delivery of the supplies or completion of services or receipt of correct invoices in the offices specified will be considered and the later date prevail.

**I. MULTIPLE PRICES**

1. Regardless of the availability of several items that perform the same function as the item(s) described in the solicitation, the Bidder must decide which item to offer and submit one price only.

**J. BRAND NAME OR EQUAL**

1. Where a particular manufacturer's brands or models are referenced, it is to be interpreted as being descriptive and not restrictive. Bids will be considered on models or brands or products of manufacturers other than those cited if accompanied by catalogs, test reports, brochures, or other descriptive literature and supporting data, sufficient in detail to permit evaluation of the item offered without further reference. It is the responsibility of the Bidder to provide the foregoing with the bid or prior to the time and date set forth for return of the bid.
2. 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.
3. 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. SUBSTITUTES**

1. Bidders bidding on a substitute MUST submit product literature prior to the bid due date or with their bid. Referencing literature shall be accompanied by complete submittals in accordance with the specification of catalogs, test reports, brochures, and other descriptive literature and supporting data, sufficient in detail to permit evaluation of the proposed substitution without further reference. Bids received for items without the required literature will not be considered responsive.
2. The Howard County Public School System shall be the sole authority as to whether items meet specifications or are an approved equal and further reserve the right to reject any or all proposals or waive any informality which may appear to be in its best interest.

**L. BID ACCEPTANCE**

1. The Howard County Public School System reserves the right to accept or reject any and all bids, in whole or in part, received as a result of this Bid or to waive minor irregularities, in any manner necessary, to serve the interest of The Board of Education. HCPSS further reserves the right to award in full, make multiple awards, partial awards, or to make no award at all.
2. Bid prices shall remain firm for one hundred twenty (120) calendar days from the date of opening.

**M. BIDDER'S QUALIFICATIONS**

1. Bidders may be required to furnish satisfactory evidence that they are qualified dealers or manufacturers of the items listed, or regularly engaged in performing the services on which they are bidding, and in both cases maintain a regularly established place of business. An authorized representative of The Howard County Public School System may visit any prospective contractor's place of business to determine his ability, capacity, reliability, financial stability, and other factors necessary to perform the contract.

**N. SIGNATURE TO BID**

1. The section titled "BID SIGNATURE SHEET" shall be completed to provide all the information requested and signed by the person or persons legally authorized to sign contracts.

**O. SAMPLES**

1. When requested, samples shall be delivered to the Howard County Department of Education prior to the scheduled bid opening. Samples are not required when none are requested. Samples shall be properly labeled to indicate name of bidder, date of bid opening, bid number, and item number. In the event the Purchasing Office requests a sample after the bid opening, the sample shall be delivered within five (5) days of request for award consideration. Delivery of samples shall be to: The Howard County Public School System, Purchasing Department, 10910 Route 108, Ellicott City, Maryland 21042.
2. In the event a sample is consumed or destroyed in the evaluation process, The Howard County Public School System shall be held harmless and not liable for any cost of sample(s).
3. Samples must be picked up within ten (10) days after contract award, after which samples will be considered abandoned and will become the property of the Board of Education.
4. Samples from the successful Bidder may be held during the contract performance period as a standard of quality and will be available for return upon contract completion.

**P. ETHICS REGULATIONS**

1. The Board of Education of Howard County has adopted an Ethics Regulation policy. Required by the Annotated Code of Maryland, these Ethics Regulations cover members of the Board of Education, the Superintendent, and all employees; and it specifies limits of participation of these individuals with entities doing business with The Howard County Public School System. For a copy of the regulations, please contact the Purchasing Office, Howard County Department of Education (410) 313-6644.

**Q. QUOTATIONS**

1. No proposal shall be considered which contains an escalator clause, minimum delivery amounts other than that indicated, packaging or delivery charges, or any add-on or irregular figures. The prices offered shall be the final cost to The Howard County Public School System.

**S. BASIS FOR AWARDING BIDS**

1. It is the intent of The Howard County Public School System to award to the lowest responsive Bidder(s) meeting specifications on an aggregate basis. The Howard County Public School System retains the right to award item-by-item, group-by-group, in full, or to make no award at all.
2. The Howard County Department of Education shall be the sole authority as to whether 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.

3. The Bidder may be required to provide a demonstration and testing of the products bid to the Custodial Services department at their expense prior to making recommendations for bid award(s).

**T. ESTIMATED QUANTITIES**

1. Estimated dollar volume for this contract is approximately \$200,000 annually. All bidders are advised that such dollar volumes are estimates only and further understand and agree that in providing such estimates, the school system makes no guarantee that any or all of the estimated contract value will be assigned to the selected Contractor(s).
2. All quantities are estimated and are not to be construed as actual quantities to be ordered. Howard County Public Schools reserves the right to order any quantities necessary in order to maintain inventories at required levels. Quantities will not be increased to maximize load capacities for the awarded Contractor(s). It is the responsibility of the awarded Contractor(s) to ensure quantities ordered are not delayed due to shipping requirements required by them from the product manufacturers. Any additional freight/cost requirements needed to meet maximum load capacities from manufacturers of products will be the responsibility of the Contractor(s).

**U. PRICE ADJUSTMENTS**

1. It is the intent of Howard County Public School System to establish fixed contract pricing for the product and/or services outlined in this solicitation for the term of the contract.
2. Contract pricing shall remain firm for the first two years after the award of the contract. Thereafter, written annual price request adjustments may or may not be considered. The Howard County Public School System at its own discretion will consider adjustments on a limited bases and only based on the following conditions:
3. Labor rates based upon federal minimum wage increases and decreases in the Consumer Price Index (CPI-W), Washington-Baltimore Region, as published by the Bureau of Labor Standards (increases above a 10% cap will not be considered). Adjustments will be calculated by comparing the current index with the previous index available when contract was established 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.
4. Price increases outside of the control of the vendor awarded the contract during the term of the contract. However, such increases will be a "pass through" to the Howard County Public School System with no mark-up by the vendor allowed. For such price increases to be considered, documentation from the manufacturer applying the price increase must accompany a written request from the vendor.
5. Most fuel increases should be considered the cost of doing business and any adjustment requests based on fuel increases will require sufficient and detailed documentation to support the adjustment.
6. In order to receive consideration for a price increase, the contractor must submit to The Howard County Public School System 60 days prior to contract expiration, a detailed written statement of any change in price to be applied and include appropriate supplier/manufacturer documentation. Request must be accompanied by supporting documentation sufficient to justify the requested increase (e.g., letters from suppliers regarding price increase in raw materials and/or current Washington-Baltimore Region, consumer price index documentation as described above).
7. Price increase requests will not be considered if not accompanied with the proper information and documentation.

V. REFERENCES

1. The Howard County Public School System reserves the right to request and contact any references in order to evaluate product/service. Cited references must be able to confirm, without reservation, your company's ability to provide the level of service/product mandated in this solicitation. References from other public school systems or governmental agencies are preferred. Howard County Board of Education also reserves the right to request additional references as needed and to reject any bid based on an unsatisfactory reference.

W. SPECIFICATIONS

1. Bidders offering items other than those specified must state the product name and manufacturer and, as well, submit detailed technical specifications for each item. All data submitted must contain sufficient information to facilitate equating the offer.
2. The specifications listed herein may or may not specify all requirements, which are needed to achieve the end result. When accepting the award, the bidder assumes the responsibility of accomplishing the task requested in this document. Any omission of parts, products, processes, etc. in the specifications are the responsibility of the bidder and HCPSS will not bear the responsibility of their omission. If omissions in the specifications are discovered and these omissions will impact the contract price then it is the responsibility of the bidder to note these omissions in writing to the purchasing representative, prior to accepting the award. If these omissions are not properly noted in writing prior to award then the bidders silence is deemed as full and complete acceptance and any additional costs will be borne by the bidder.
3. Failure to submit the above required information may result in rejection of the item.

X. BILLING AND PAYMENT

1. The contractor shall submit invoices to the Howard County Department of Education, (Name of Department/School), 10910 Rt. 108, 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) Total due

Y. 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.

Z. 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. 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.

AA. DELIVERY

1. All orders shall be delivered FOB destination to the designated School(s)/Office(s) location(s) (See School List) between 9 a.m. - 3 p.m., Monday through Friday, except holidays. **Twenty-four hour notice prior to delivery is required.**
2. **Prices are to include all freight and delivery charges.**
3. **All orders must be delivered in full within 7 days from receipt of order unless stated otherwise on the purchase order.** Orders not completed within the

specified time period will be subject to cancellation at the sole option of The Howard County Public School System.

4. The Howard County Public School System reserves the right to order awarded items as needed throughout the contract year at no additional charge to the school system.
5. It is the responsibility of the awarded Contractor(s) delivery personnel to unload all deliveries. All products shall be delivered inside and placed as directed by the Custodial Supervisor/Staff at each location. **The Howard County Public School System will not sign for or assume responsibility of deliveries until they have been properly unloaded by the Contractor's delivery personnel at the School/Office location.**

**BB. TRAINING**

1. The awarded Bidder(s) shall include a written plan of action addressing, but not limited to, the following:
  - a) Pricing shall include training in the proper use of the chemicals at HCPSS sites. Training shall be scheduled through the Custodial Office, (410)-313-2595.
  - b) A training program concentrating on application & use for all Custodial Supervisors.
  - c) A correlating maintenance program.
  - d) A narrative explaining a monthly inspection program that identifies underperformance and where additional training may be needed.
  - e) A reporting system, relative to the floor care program, designed to direct all schools to the Office of Custodial Services for floor care use matters.
  - f) Bidder(s) shall provide written directions/graphs for the use of each product including the dilution of chemicals. Directions must be approved by the Contract Manager.
  - g) The awarded Bidder shall provide laminated copies of the product directions for each member of the Custodial staff at the designated school at the Bidders expense (approximately 500 copies).
  - h) The awarded Bidder(s) shall provide water proof spray bottle labels for the life of the contract at the Bidder(s) expense.

**CC. 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 & Risk Management  
10910 Rt. 108  
Ellicott City, MD 21042

2. MSDS must show the contract number under which the products were supplied or used.
3. Bidders must include MSDS sheets for all products bid along with Bid Price Sheet. MSDS sheets shall provide 100% disclosure of products bid. Samples provided are subject to lab verification at the Bidders expense.

**DD. LABELING**

1. Purchase order number, description of material, and quantities must be identified on all tickets for items delivered.
2. Awarded Contractor shall provide water proof Spray bottle on an as needed basis for the life of the contract.

**EE. DAMAGE**

1. Successful Bidders will be held responsible for, and be required to make good at their own expense, any and all damage done or caused by the Bidder or by their employees while executing the contract.

**FF. PERFORMANCE REQUIREMENT**

1. The descriptions and standards identified for each item are minimally acceptable performance criteria as determined by the Board of Education. The Board of Education shall be the sole determinant as to whether products meet or exceed criteria. The owner's personnel shall have the right to reject any items which, in their opinion, do not conform to standards. Rejection may be at time of, or after, delivery. The Contractor shall be required to remove rejected items within 72 hours of notification.

**GG. 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. In the event of default of contract as determined by The Howard County Public School System, the Contract Manager may procure contract items from other sources. The Contractor found in default will be held responsible for all costs incurred.

**HH. 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 the contract that the Contractor has incurred up to the date of termination and 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.

**II. 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.

**JJ. RIGHT TO ASSIGN WORK**

1. The school system reserves the right to obtain separate contracts through its normal procurement process according to the best interests of the school system.

**KK. 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 Contractors 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 Contractors 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.

**LL. VENDOR CONTRACT ADMINISTRATION**

1. Bidders shall designate internal and external contract administrators to administer the contract. Bidders are to list these individual's names and telephone numbers in the appropriate space on Bid Price Sheet.

**MM. 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 awarded vendor. Howard County Public School System shall not be a party to any contract entered into by any of the agencies under this document, and shall have no duties toward the agencies or the vendor.

**NN. 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.
2. 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.
3. Minority Business Enterprise participation shall be as defined by the procedures established for State of Maryland funded public school construction projects.

**OO. SIGN-IN REQUIRED AT HCPSS BUILDINGS**

1. Contractors will be required to sign-in and sign-out with the Front Office at each Site upon arrival for assigned games. 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.

**QQ. 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.

**RR. 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.

**SS. 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.

As a contractor working for Howard County Public School System (HCPSS), we require that you do not employ Registered Sex Offenders to work 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.

2. 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.
3. 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.
4. The contractor shall certify that each employee assigned to perform under this agreement complies with these requirements and provide the necessary criminal history/background checks to HCPSS when requested for those employees assigned to service our contract.

**TT. 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.
2. Repeated use or sale of tobacco on HCPSS property, or any use or sale of alcohol, misuse of other drugs, or any use of illegal drugs by a contract employee while servicing this contract or while on HCPSS property will result in a prohibition of that employee from



servicing the HCPSS contract. Repeated instances of violations by contract employees may result in a default ruling and lead to contract termination.

**UU. 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 insure 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.

**VV. 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.

**WW. MARYLAND LAW PREVAILS**

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

**XX. AUDIT AND RECORDS**

1. The contractor shall maintain records and documents relating to the performance of the contract and keep all such records and documents for five (5) years after the completion of the contract, and shall make such records available for inspection and audit by authorized representatives of the HCPSS.

**YY. BINDING AGREEMENT**

1. This agreement supersedes any and all understandings or agreements, either oral or written, between the Board and the contractor, and constitutes the entire binding agreement upon the parties and their respective successors.

**ZZ. 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.

**AAA. 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.

**BBB. LICENSES AND QUALIFICATIONS**

1. Bidders must be licensed to do business in the State of Maryland and shall submit proof upon request.
2. HCPSS reserves the right to require that the contractor demonstrate that it has the skills, equipment and other resources to satisfactorily perform the nature and magnitude of work necessary to complete the project within the proposed contract schedule.

**CCC. RESOLUTION OF DISPUTES**

1. Bid rejection for non-responsiveness and/or non-responsibility shall be made using the criteria guidelines as stated in the General Provisions of Bid Proposal, Terms and Conditions, and Technical Specifications.
2. After bid opening and bid review, but prior to bid award, if a Bidder's entire bid is declared to be 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 Route 108, Ellicott City, Maryland 21042, Attn: Doug Pindell, Purchasing Director, labeled "Protest". 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).

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. SHIP BY TRUCK OR PARCEL POST ONLY. IF PRICES DO NOT INCLUDE DELIVERY CHARGES, PLEASE PREPAY AND ADD TO INVOICE.
3. INVOICE IN TRIPLICATE TO THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM, ACCOUNTING SERVICES, 10910 ROUTE 108, 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.

# THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

## CUSTODIAL FLOOR CARE PRODUCTS

BID #077.18.B4

### I. INTENT

It is the intent of this bid to establish a contract to provide Floor Care products for The Howard County Public School System's (HCPSS) Office of Custodial Services in accordance with the General Provisions of Bid Proposal, the Terms and Conditions, the Specifications, and any addenda.

### II. GENERAL SPECIFICATIONS

- A. Floor Care products shall include, but is not limited to, product, dispensing equipment, installation, maintenance and service of dispensing equipment, and training at all required locations throughout the school system. See attached School List.
- B. The Successful Bidder shall identify cleaning products that are incompatible with the proposed floor care products.
- C. HCPSS may request an independent lab to verify product contents at Bidders expense.
- D. The primary label of containers shall indicate STYRENE FREE and NO VOC'S, (if applicable). Bidders shall submit a copy of the label for all items bid.

### III. PRODUCT SPECIFICATIONS

- A. STRIPPER: (Ultra Chem Labs – Ultra Stripper) or approved equal.
  - 1. Stripper shall be "implosion technology".
  - 2. HCPSS will not consider "emulsifying" or "hot stripper" offers.
  - 3. Stripper shall not dissolve into or mix with the floor finish.
  - 4. Stripper shall remain wet and not dry-out during the stripping process.
  - 5. Stripper shall work on floors that have wax build-up, and work on various floor finishes including styrene, polystyrene, urethane and polyurethane based products.
  - 6. Stripper shall have no chemical odor.
  - 7. Shall be extremely effective on floors that have years of wax build up and floor finishes that are urethane or polyurethane based.
  - 8. Effective chemical ratio with cold water.
  - 9. Shall have zero VOC's with the containers primary label indicating "ZERO VOC's".
  - 10. Shall be Environmental Choice Program (ECP) certified.
  - 11. MSDS shall have 2010 certification.
- B. NEUTRALIZER: (Ultra Chem Labs – Ultra Floor Care/Neutralizer) or approved equal.
  - 1. Neutralizer shall neutralize the efforts of the stripper.
  - 2. Neutralizer shall contain "food grade acids."
  - 3. HCPSS shall not consider products which contain "non-food grade acids" or hazardous chemicals such as phosphoric or hydrochloric acids.
  - 4. Neutralizer shall be low odor.
  - 5. Shall be Environmental Choice Program (ECP) or Green Seal (GS)

- certified.  
6. MSDS sheet must have 2010 certification.

C. FLOOR FINISH: (Ultra Chem Labs – Ultra Glo) or approved equal.

1. Floor Finish shall offer initial application gloss and long term gloss retention.
2. Floor Finish shall be highly resistant to scuff and black heel marks.
3. Floor Finish shall have proper adhesion to all types of floors including natural stone, marble, granite, terrazzo, wood flooring, ceramics and high content vinyl tile.
4. Once floor finish is applied it shall not yellow or discolor in any way.
5. Floor Finish cannot contain urethane or polyurethane, styrene or polystyrene.
6. Floor Finish shall be NON-METAL LOCK and ZINC FREE.
7. Floor Finish shall contain NO STYRENE MALEIC ANHYDRIDE RESIN (OR) RESIN.
8. Shall have zero VOC's with the containers primary label indicating "ZERO VOC's".
9. Slip resistance coefficient shall be 0.5-0.8 slip coefficient meeting or exceeding ASTM (D-2047-93).
10. Floor Finish shall dry and cure within 5-10 minutes from the bottom up under normal temperature and humidity conditions. (FLOOR FINISH FILM must not be damaged when walked on when it is drying).
11. Floor Finish shall have no flash point and the odor of the finish shall not be offensive and shall not linger after drying.
12. Ph to be  $8.4 \pm 0.5$  and have an approximate coverage of 2500 square feet per gallon.
13. The reflective index is to be no less than 1.375 and a maximum of 1.379.
14. Floor finish shall be a white opaque liquid with a non-volatile solids content:  $22.0 \pm .5\%$ .
15. The reflective index is to be no less than 1.375 and a maximum of 1.379.
16. Floor Finish shall be high gloss "wet look" finish without high speed burnishing.
17. Floor Finish shall be able to be used on various resilient and hard floor surfaces such as: VCT, VAT, natural stone, marble, granite, terrazzo, ceramic tile, wood, concrete and rubber surfaces.
18. Shall be Environmental Choice Program (ECP) certified.
19. MSDS sheets shall have 2010 certification.

D. FLOOR FINISH MAINTENANCE: (Ultra Chem Labs - Cleaner & Conditioner) or approved equal.

1. Floor cleaner and conditioner shall add moisture to floor finish that will increase flexibility and durability of the floor finish.
2. Floor cleaner and conditioner shall be used for:
  - a) Wet Mopping
  - b) Spray Buffing
  - c) Damp Mopping
  - d) Scrub and Burnish
  - e) Scrub and Recoat
  - f) Skim Stripping
  - g) Countertop
  - h) Stainless steel
  - i) Toilet bowl
  - j) Glass cleaner
3. Must be biodegradable and safe for the environment.
4. Shall not leave a film or residue after cleaning.
5. Shall be Environmental Choice Program (ECP) or Green Seal (GS) certified.

6. MSDS sheets shall have 2010 certification.
- E. GYM FLOOR FINISH (Ultra Chem Labs – Slam Dunk) or approved equal.
1. Minimal VOC's (maximum 6 grams per liter).
  2. Non- yellowing.
  3. Bottom-up drying technology.
  4. Water based and easy to clean.
  5. Can be used on any wooden substrate.
  6. Non Toxic, non flammable, non-irritating.
  7. Ingredients naturally derived from wood.
  8. Must be comprised of polysarrharides.
  9. Can not contain any polyurethanes or isocyanates.
  10. Repels impregnation of foreign particles.
  11. Highly durable, black heel mark resistant.
  12. At least a 40% solid.
  13. At least 1200 square feet per gallon.
  14. Must dry totally in 30-45 minutes.
  15. Shall be Environmental Choice Program (ECP) certified.
  16. MSDS sheets shall have 2010 certification.

## THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM

10910 Route 108, Ellicott City, Maryland 21042

(410) 313-6600 web site: [www.hcpss.org](http://www.hcpss.org)

Sydney L. Cousin, Superintendent

### SCHOOL

#### Elementary (Grades K-5)

Atholton, 6700 Seneca Dr., Columbia 21046  
Bellows Spring, 8125 Old Stockbridge Dr., Ellicott City 21043  
Bollman Bridge, 8200 Savage-Guilford Rd., Jessup 20794  
Bryant Woods, 5450 Blue Heron Ln., Columbia 21044  
Bushy Park, 14601 Carrs Mill Rd., Glenwood 21738  
Centennial Lane, 3825 Centennial Ln., Ellicott City 21042  
Clarksville, 12041 Route 108, Clarksville 21029  
Clemens Crossing, 10320 Quarterstaff Rd., Columbia 21044  
Cradlerock Lower, 6700 Cradlerock Way, Columbia 21045  
Dayton Oaks, 4691 Ten Oaks Rd, Dayton 21036  
Deep Run, 6925 Old Waterloo Rd., Elkridge 21075  
Elkridge, 7075 Montgomery Rd., Elkridge 21075  
Forest Ridge, 9550 Gorman Rd., Laurel 20723  
Fulton, 11600 Scaggsville Rd., Fulton 20759  
Gorman Crossing, 9999 Winter Sun Rd., Laurel 20723  
Guilford, 7335 Oakland Mills Rd., Columbia 21046  
Hammond, 8110 Aladdin Dr., Laurel 20723  
Hollifield Station, 8701 Stonehouse Dr., Ellicott City 21043  
Ilchester, 4981 Ilchester Rd., Ellicott City 21043  
Jeffers Hill, 6000 Tamar Dr., Columbia 21045  
Laurel Woods, 9250 N. Laurel Rd., Laurel 20723  
Lisbon, 15901 Frederick Rd., Woodbine 21797  
Longfellow, 5470 Hesperus Dr., Columbia 21044  
Manor Woods, 11575 Frederick Rd., Ellicott City 21042  
Northfield, 9125 Northfield Rd., Ellicott City 21042  
Phelps Luck, 5370 Oldstone Court, Columbia 21045  
Pointers Run, 6600 S. Trotter Rd., Clarksville 21029  
Rockburn, 6145 Montgomery Rd., Elkridge 21075  
Running Brook, 5215 W. Running Brook, Columbia 21044  
St. John's Lane, 2960 St. John's Ln., Ellicott City 21042  
Stevens Forest, 6045 Stevens Forest Rd., Columbia 21045  
Swansfield, 5610 Cedar Ln., Columbia 21044  
Talbot Springs, 9550 Basket Ring Rd., Columbia 21045  
Thunder Hill, 9357 Mellenbrook Rd., Columbia 21045  
Triadelphia Ridge, 13400 Triadelphia Rd., Ellicott City 21042  
Veterans, 4355 Montgomery Road, Ellicott City 21043  
Waterloo, 5940 Waterloo Rd., Columbia 21045  
Waverly, 10220 Wetherburn Rd., Ellicott City 21042  
West Friendship, 12500 Frederick Rd., W. Friendship 21794  
Worthington, 4570 Roundhill Rd., Ellicott City 21043

### PHONE

(410)313-6853  
(410)313-5057  
(410)880-5920  
(410)313-6859  
(410)313-5500  
(410)313-2800  
(410)313-7050  
(410)313-6866  
(410)313-7601  
(410)313-1571  
(410)313-5000  
(410)313-5006  
(410)880-5950  
(410)880-5957  
(410)880-5900  
(410)880-5930  
(410)880-5890  
(410)313-2550  
(410)313-2524  
(410)313-6872  
(410)880-5960  
(410)313-5506  
(410)313-6879  
(410)313-7165  
(410)313-2806  
(410)313-6886  
(410)313-7142  
(410)313-5030  
(410)313-6893  
(410)313-2813  
(410)313-6900  
(410)313-6907  
(410)313-6915  
(410)313-6922  
(410)313-2560  
(410)313-1700  
(410)313-5014  
(410)313-2819  
(410)313-5512  
(410)313-2825

### PRINCIPAL

Heidi Balter  
Jacqueline Klamerus  
Jonathan Davis  
Chanel Morris  
Debbie Jagoda  
Brad Herling  
Kaye Breon  
David Lerner  
Jason McCoy  
Kimberlyn Pratesi  
Tricia McCarthy  
Diane Mumford  
Anne Swartz  
Karen Moore-Roby  
Corita Oduyoye  
Genee Varlack  
Judith Bland  
Lisa Booth  
David Adelman  
Pat Shifflett  
Susan Brown  
Jayne Diggs  
Pamela Akers  
James Weisner  
Becky Straw  
Sean Martin  
Darlene Fila  
Lauren Bauer  
Troy Todd  
Vicky Sarro  
Ron Morris  
Molly Ketterer  
Nancy Thompson  
John Birus  
Margaret Dumler  
Bob Bruce  
Susan Webster  
Kathy Jacobs  
Carol Hahn  
Katherine Orlando

**Middle** (Grades 6-8)

Bonnie Branch, 4979 Ilchester Rd., Ellicott City 21043	(410)313-2580	Carolyn Jameson
Burleigh Manor, 4200 Centennial Ln., Ellicott City 21042	(410)313-2507	Claire Hafets
Clarksville, 6535 S. Trotter Rd., Clarksville 21029	(410)313-7057	Melissa Shindel
Cradlerock Upper, 6700 Cradlerock Way, Columbia 21045	(410)313-7601	Jennifer Peduzzi
Dunloggin, 9129 Northfield Rd., Ellicott City 21042	(410)313-2831	Cherolyn Jones
Elkridge Landing, 7085 Montgomery Rd., Elkridge 21075	(410)313-5040	Gina Stokes
Ellicott Mills, 4445 Montgomery Rd., Ellicott City 21043	(410)313-2839	Michael Goins
Folly Quarter, 13500 Triadelphia Rd., Ellicott City 21042	(410)313-1506	Richard Wilson, Jr.
Glenwood, 2680 Route 97, Glenwood 21738	(410)313-5520	David Brown
Hammond, 8110 Aladdin Dr., Laurel 20723	(410)880-5830	Kerry McGowan
Harper's Choice, 5450 Beaverkill Rd., Columbia 21044	(410)313-6929	Restia Whitaker
Lime Kiln, 11650 Scaggsville Road, Fulton 20759	(410)880-5988	Scott Conroy
Mayfield Woods, 7950 Red Barn Way, Elkridge 21075	(410)313-5022	JoAnn Hutchens
Mount View, 12101 Woodford Dr., Marriottsville 21104	(410)313-5545	Kathy McKinley
Murray Hill, 9989 Winter Sun Rd., Laurel 20723	(410)880-5897	Donyall Dickey
Oakland Mills, 9540 Kilimanjaro Rd., Columbia 21045	(410)313-6937	Shiney John
Patapsco, 8885 Old Frederick Rd., Ellicott City 21043	(410)313-2848	Cindy Dillon
Patuxent Valley 9151 Vollmerhausen Rd. Jessup, 20794	(410)880-5840	Robert Motley
Wilde Lake, 10481 Cross Fox Ln., Columbia 21044	(410)313-6957	Tom Saunders

**High** (Grades 9-12)

Atholton, 6520 Freetown Rd., Columbia 21044	(410)313-7065	Jennifer Clements
Centennial, 4300 Centennial Ln., Ellicott City 21042	(410)313-2856	Carl Perkins
Glenelg, 14025 Burntwoods Rd, Glenelg 21737	(410)313-5528	Karl Schindler
Hammond, 8800 Guilford Rd, Columbia 21046	(410)313-7615	Marcy Leonard
Howard, 8700 Old Annapolis Rd., Ellicott City 21043	(410)313-2867	Gina Massella
Long Reach, 6101 Old Dobbin Ln., Columbia 21045	(410)313-7117	David Burton
Marriotts Ridge, 12100 Woodford Dr., Marriottsville 21104	(410)313-5568	Adrian Kaufman
Mt. Hebron, 9440 Route 99, Ellicott City 21042	(410)313-2880	Scott Ruehl
Oakland Mills, 9410 Kilimanjaro Rd., Columbia 21045	(410)313-6945	Frank Eastham
Reservoir 11550 Scaggsville Rd., Fulton 20759	(410)888-8850	Patrick Saunderson
River Hill, 12101 Route 108, Clarksville 21029	(410)313-7120	Nick Novak
Wilde Lake, 5460 Trumpeter Rd., Columbia 21044	(410)313-6965	James LeMon

**Special Schools**

Applications & Research Lab, 10920 Rt 108, Ellicott City 21042	(410)313-6998	Ed Evans
Cedar Lane, 11630 Scaggsville Rd., Fulton 20759	(410)888-8800	Paul Owens
Homewood Center, 10914 Route 108, Ellicott City 21042	(410)313-7081	Tina Maddox



**THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM**

**CUSTODIAL FLOOR CARE PRODUCTS  
BID #077.18.B4**

**BID PRICE SHEET**

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

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

Mr. Robert B. Gill  
Howard County Public School System, Purchasing  
10910 Clarksville Pike  
Ellicott City, MD 21042

The undersigned hereby submits a bid price to furnish and deliver the items as set forth in Bid #077.18.B4. 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.

**I. 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:

Item	Description	Unit Cost
1.	STRIPPER:	\$ _____
	(Ultra Chem Labs – Ultra Stripper) or approved equal	
	Manufacturer:	
	Name:	
	Model #:	
	Unit size:	
	Unit weight:	
	Units/case:	
	Recommended dilution ratio:	
	Coverage per gallon (diluted to Recommended dilution ratio):	
2.	NEUTRALIZER:	\$ _____
	( Ultra Chem Labs – Ultra Floor Care/Neutralizer) or approved equal	
	Manufacturer:	
	Name:	
	Model #:	
	Unit size:	
	Unit weight:	
	Units/case:	
	Recommended dilution ratio:	
	Coverage per gallon (diluted to Recommended dilution ratio):	

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

Item	Description	Unit Cost
3.	FLOOR FINISH	\$ _____
	( Ultra Chem Labs — Ultra Glo) or approved equal	
	Manufacturer:	
	Name:	
	Model #:	
	Unit size:	
	Unit weight:	
	Units/case:	
	Recommended dilution ratio:	
	Coverage per gallon (diluted to Recommended dilution ratio):	
4.	FLOOR FINISH MAINTENANCE:	\$ _____
	( Ultra Chem Labs — Cleaner & Conditioner) or approved equal	
	Manufacturer:	
	Name:	
	Model #:	
	Unit size:	
	Unit weight:	
	Units/case:	
	Recommended dilution ratio:	
	Coverage per gallon (diluted to Recommended dilution ratio):	
5.	GYM FLOOR FINISH	\$ _____
	( Ultra Chem Labs — Slam Dunk) or approved equal	
	Manufacturer:	
	Name:	
	Model #:	
	Unit size:	
	Unit weight:	
	Units/case:	
	Recommended dilution ratio:	
	Coverage per gallon (diluted to Recommended dilution ratio):	

Bidder(s) shall list the name of the Manufacturer and Case/Pack for each product listed below. Bidder(s) shall note "YES" or "NO" in the space provided to determine if the product bid is a substitute for the specifications listed for each product. Manufacturer's literature must accompany the bid for any substitute products. See Section I, Instructions to Bidders, J, Substitutions.

	Product	Name of Manufacturer	Case/Pack	Substitute Product YES/NO
1.	Stripper			
2.	Neutralizer			
3.	Floor Finish			
4.	Floor Finish Maintenance			
5.	Gym Floor Finish			

## II. COMPANY INFORMATION

Name of company \_\_\_\_\_ years in business \_\_\_\_\_  
 Street Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone# \_\_\_\_\_ Fax # \_\_\_\_\_ Web Page \_\_\_\_\_

## III. 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 \_\_\_\_\_  
 Contact Persons e-mail : \_\_\_\_\_ Cellular \_\_\_\_\_  
 \_\_\_\_\_

## IV. RECEIPT OF ADDENDA

Addendum: \_\_\_\_\_ Dated: \_\_\_\_\_ Received: ☐  
 Addendum: \_\_\_\_\_ Dated: \_\_\_\_\_ Received: ☐  
 Addendum: \_\_\_\_\_ Dated: \_\_\_\_\_ Received: ☐

**V. SURVEY**

For information purposes, please advise by what methods you were informed of this solicitation. Your response would be very much appreciated.

E- Maryland Marketplace (Y/N)\_\_\_\_\_

Contractor:\_\_\_\_\_

Ad House: Name of Ad House \_\_\_\_\_

Other:\_\_\_\_\_

BID SIGNATURE SHEET

**A. Bidder's Certification**

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

**B. Vendor/Contractor Disqualification - Bribery**

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

Submitted by:

---

(company name)

---

(street address)

---

(city, state and zip)

---

(telephone number)

---

(person authorized to sign bids)

---

(title of authorized representative)

---

(signature and date of authorized representative)

---

(E-mail Address for authorized representative)

### **CHECK LIST FOR BID SUBMISSION**

**Each submission package should include the following:**

- \_\_\_\_\_ Bid Price Sheet and Signature Page
- \_\_\_\_\_ Affidavit (Appendix E)

### **BID ENVELOPE PREPARATION**

1. Bidders shall supply all data required on the enclosed bid forms. Firms are hereby advised that failure to use or fully complete the Howard County Public Schools Bid Forms as defined herein for the submission of Bids may result in their submittal being determined to be technically non-responsive.
- 2 Bid proposals must be submitted in a separate sealed envelope with all the required documents. Proposals must be neat, legible, and signed by an authorized officer of the company. The person signing the bid must initial erasure or changes to the forms. Blank spaces must be filled in either ink or typewritten. Lines left blank will be considered a zero cost.
- 3 Bid forms submitted need to include One (1) Original and (1) Copy of the required documents.
- 4 Bidders must copy and paste the following bid envelope sample label below on the outside of each of their bid submission envelope. It is mandatory that the IFB envelope label be used or this exact information is provided on the envelope of the sealed bid proposal. Failure to do so may cause the bid proposal to be rejected.
- 5 Any bid proposal received after the time and date specified, or at a different location than specified in this document, will not be opened or given any consideration.

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#### **IFB ENVELOPE LABEL**

IFB Title: Custodial Floor Care Products

IFB No.: 077.18.B4

IFB Due Date: June 13, 2018 or as changed by an Addendum

IFB Due Time: 10:00 A.M.

Contractor's Name: \_\_\_\_\_

**END OF FORM**

## APPENDIX E

### AFFIDAVIT

Special Instructions: An authorized representative of the offeror needs to complete the following affidavit and insert an answer to paragraphs 1 and 3.

#### Statutory Affidavit and Non-Collusion Certification

I, \_\_\_\_\_, being duly sworn, depose and state:

1. I am the \_\_\_\_\_ (officer) and duly authorized representative of the firm (the "Firm") \_\_\_\_\_ whose address is \_\_\_\_\_ and that I possess the authority to make this affidavit and certification on behalf of myself and the firm for which I am acting.

2. Except as described in paragraph 3 below, neither I, nor to the best of my knowledge, the above Firm, nor any of its officers, directors, or partners, or any of its employees who are directly involved in obtaining or performing contracts with any public bodies has:

(a) been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or 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 ~ 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 involved, their position with the firm, and the sentence or disposition of the charge.

---

(You may attach any explanation 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 is genuine and not collusive or a sham; that said offeror has not colluded, conspired, connived and agreed, directly or indirectly, with any bidder or person to put in a sham bid or proposal or to refrain from bidding or making a proposal and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the prices of the affidavit or any other person, or to fix any overhead, profit or cost element of said price, or that if any person, or to secure an advantage against the Board of Education of Howard County 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 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 perjury that the contents of these affidavits (Statutory and Non-Collusion) are true and correct, that I am executing this Affidavit in compliance with Section 16-311 of the State Finance and Procurement Article, Annotated Code of Maryland, and the Non-Collusion Certification in compliance with



requirements of the Howard County Board of Education, and that I am executing and submitting this Form of Proposal on behalf of and as authorized by the bidder named below.

\_\_\_\_\_  
(Legal Name of Company)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(Fax)

Contractor's No. \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed)

In the presence of \_\_\_\_\_  
(Witness) (Date)

OR:

SUBSCRIBED AND SWORN to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

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

☐ Corporation

☐ Partnership

☐ Individual

☐ Other