



SOLICITATION NUMBER & TITLE: **26B-001 Maintenance and Repair for Mechanical Cooling, Boilers, Automatic Temperature Control Systems and Refrigerant Equipment**

SOLICITATION DOCUMENTS: <https://hccweb1.harford.edu/Procurement/solicitationDocuments.asp>

SUBMITTAL DUE DATE & TIME: **April 2, 2026 2:00 PM Local Time**

DELIVERY LOCATION OF SUBMITTAL: Harford Community College, Procurement Office
Chesapeake Welcome Center, Room 205
401 Thomas Run Road
Bel Air, MD 21015

BID OPENING: April 2, 2026 2:30 PM Local Time
Harford Community College
Chesapeake Welcome Center, Room 239
401 Thomas Run Road
Bel Air, MD 21015

PRE-SOLICITATION MEETING LOCATION, DATE AND TIME: **March 5, 2026 9:00 AM Local Time**
Harford Community College
Chesapeake Welcome Center, Room 239
401 Thomas Run Road
Bel Air, MD 21015

QUESTIONS DUE DATE & TIME: **March 12, 2026 2:00PM Local Time**
Questions must be received by the due date and time via email to the Procurement Agent listed below

PROCUREMENT AGENT: Dave Pyle, CPPB DPyle@harford.edu

BID DEPOSIT/ BONDING: None

INSURANCE REQUIREMENTS: Basic

PREVAILING WAGE: No

Harford Community College encourages small and minority businesses to respond to and participate in solicitation opportunities.

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401 Thomas Run Road | Bel Air, Maryland 21015

GENERAL TERMS AND CONDITIONS
For ALL Harford Community College purchases

G1) COMPLETE AGREEMENT

These terms and conditions, together with any other documents incorporated herein by reference, constitute the sole and entire agreement between the College and Vendor with respect to the subject matter hereof, superseding completely any oral or written communications unless the terms thereof are expressly incorporated herein. Where Vendor's quotation is referred to, such quotation is incorporated in this document only to the extent of specifying the nature or description of the goods ordered and only to the extent such items are consistent with the other terms herein.

G2) TERMS OF DELIVERY

Delivery terms shall be FOB Destination unless otherwise stated. All prices shall include delivery. Delivery shall be made in accordance with the solicitation specifications. The College, in its sole discretion, may extend the time of delivery for excusable delays due to unforeseeable causes beyond the Vendor's control. The College unilaterally may order in writing the suspension, delay, or interruption of delivery hereunder. No charge will be allowed for cartage unless prior written agreement. All deliveries must be prepaid and delivered to Harford Community College, Conowingo Building, 401 Thomas Run Road, Bel Air, MD 21015-1627. NO COD SHIPMENTS OR SIDEWALK DELIVERIES WILL BE ACCEPTED.

G3) PACKAGING

All goods delivered under this agreement shall be packed in accordance with acceptable trade practices. Cartons containing packing list must be so marked. Uncrated or bundled goods must be tagged with waterproof tags. The purchase order number shall be shown on all packing slips, bills of lading and invoices affixed or included with each shipment. No charges may be made over and above an offered price for packaging or for deposits on containers unless specified prior to offer acceptance.

G4) TIME IS OF THE ESSENCE

Time is of the essence in the performance of this agreement. If goods are not delivered or service performed within the time specified herein, or if no time is specified then within a reasonable time, or if any goods or services fail to comply with specifications, the College shall have the right to purchase the goods and services on the open market, and Vendor shall be liable to the College for any excess cost of replacement goods or services over the price shown on this purchase order.

G5) QUANTITIES

The College assumes no obligation for articles or materials shipped in excess of the quantity ordered. Any over shipments will be subjected to rejection and may be returned at Vendor's expense.

G6) ERRORS IN EXTENSION

Where the unit price and the extension price are at variance, the unit price will prevail. The College may reject a submittal as non-responsive if the unit prices are mathematically or materially unbalanced.

G7) TERMS OF PAYMENT

Unless a payment is unauthorized, deferred, or delayed, payments to the Vendor pursuant to this Contract shall be made no later than 30 days after the College's receipt of a true and correct invoice from the Vendor.

G8) ELECTRONIC TRANSMISSION

Any purchase order, contract, contract amendment or official documents is transmitted by electronic means, such transmission shall have the legal significance of a duly executed original.

G9) INVOICES

Invoices and statements should be emailed to accountspayable@harford.edu. The purchase order number should be included on the invoice. Failure to do so will result in delayed payment. Invoices can be mailed to Harford Community College Attn: Accounts Payable 401 Thomas Run Road, Bel Air, MD 21015. Invoices sent by USPS will delay processing of payment.

G10) TAX EXEMPTION

The College is exempt from Federal Excise and Maryland Sales and Use Tax. Exemption certificates are available upon request. Where a Vendor is required to furnish and install material in the construction or improvement of real property in performance of a contract, the Vendor shall pay the Maryland Sales Tax as the exemption does not apply.

G11) INSPECTION AND NON-CONFORMING GOODS

All goods received shall be subject to inspection by the College. The College shall have a reasonable time within which to inspect the goods and shall not be obligated to inspect goods purchased as spare parts, inventory or for future use until the same are to be used by the College. Excess or defective goods or goods not in accordance with the College's specifications will be held for a reasonable period of time for disposition in accordance with the Vendor's instructions at Vendor's risk and expenses and, if Vendor directs, will be returned at Vendor's expense. If the Vendor fails to cure any defects within ten (10) business days, the College reserves the right to repurchase the items elsewhere and the Vendor shall be liable for any excess price paid

for the replacement item, plus applicable expenses. Payment for goods or services furnished or performed by Vendor shall not constitute acceptance by the College, and such payments shall be deemed to have been made without prejudice to any and all claims the College may have against Vendor. The College reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met. Any material that is defective or fails to meet the terms of the solicitation specifications shall be rejected. Rejected materials shall be promptly replaced. All goods are fit for the purpose for which they were sold. U.C.C. as adopted by state law, concerning warranties applies to this purchase order.

G12) WARRANTY

The Vendor expressly warrants that all articles, material and work offered shall conform to each and every specification, drawing, sample or other description which is furnished to or adopted by the College and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive a contract and shall not be deemed waived either by the College's acceptance of said materials or goods, in whole or in part, or by payment for them, in whole or in part. The Vendor further warrants all articles, material and work performed for a period of one (1) year, unless otherwise stated, from date of acceptance of the items delivered and installed. All repairs, replacements or adjustments during the warranty period shall be at Vendor's expense.

G13) INTELLECTUAL PROPERTY

Vendor guarantees that the sale and/or use of the goods and services offered will not infringe upon any U.S. or foreign patent, trademark or copyright. Vendor will, at their own expense, indemnify, protect and save harmless the College, its Trustees, employees, agents and students with respect to any claim, action, cost or judgment for intellectual property infringement, arising out of the purchase or use of these materials, supplies, equipment or services covered by this contract.

G14) HAZARDOUS AND TOXIC SUBSTANCES

Vendor must comply with all applicable Federal, State, County and local laws, ordinances and regulations relating to hazardous and toxic substances including such laws, ordinances, and regulations pertaining to access to information about hazardous and toxic substances. Pursuant to Occupational Safety and Health Act (OSHA) 29 CFR 1910, where applicable, SDS for the products supplied or used as a result of this contract must be sent to the attention of Coordinator for Campus Operations, Harford Community College, 401 Thomas Run Rd., Bel Air, MD 21015-1627. SDS must identify the contract number under which the products were

supplied or used. The successful contractor shall submit Safety Data Sheets on any item requested by the procurement manager or other College official.

G15) MINIMUM SAFETY REQUIREMENTS

The Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Vendor shall comply, and shall secure compliance by its employees, agents, and lower tier subcontractors, with all applicable health and safety laws and regulations, including without limitation, Federal OSHA and equivalent OSHA state regulations, city and county ordinances and codes, uniform fire codes, DOT regulations, and owners' facility rules and regulations. The Vendor shall submit to owner, a copy of its Safety and Health Program for review and shall agree to make necessary changes in order to comply with specific facility rules and regulations if needed. The Vendor shall effectively execute the program elements and maintain the job site in a safe and healthful matter. The Vendor shall provide a safe and healthful environment for its employees and agents as well as the owners' representatives and agents. The Vendor shall report to the owners any governmental inspections or inquiries at the job site. The reasons for the inspection and results of the inspection shall be shared with the owners as soon as possible and no later than the next business day. Oral notification is expected as well as a written report detailing the inspection. All injuries, illnesses, and work-related incidents should be reported to the College immediately but, in no event, later than the next business day after the incident. The Vendor shall fill out an Incident Report and submit to the College no later than 48 hours after the initial incident. The College reserves the right to audit the Vendor safety and health related records and statistical information at any time.

G16) INSURANCE

The Vendor shall maintain such insurance as will indemnify and hold harmless the College for property damage and personal injury, including death, which may arise from the Vendor's or subcontractor's operations under this agreement, or by anyone directly or indirectly employed by the Vendor or subcontractor. The Vendor shall maintain, at a minimum, general liability, worker's compensation, and automobile liability insurance in amounts acceptable to the College. A waiver of Subrogation in favor of Harford Community College is required for Worker's Compensation and General Liability. Coverages and coverage amounts are dependent on solicitation requirements. Insurance coverages and required amounts will be specified in the solicitation documents. Prior to beginning work, the Vendor shall send a certificate of insurance to the College's Procurement Department, and the College

shall be named as additional insured on the insurance certificate and all applicable policies.

G17) INDEMNIFICATION

The Vendor shall indemnify, defend, and hold harmless Harford County, Maryland, Harford Community College, the Board of Trustees of Harford Community College, the Harford Community College Foundation and their respective trustees, officials, officers, directors, employees, agents, contractors, volunteers, successors and assigns from all claims, demands, causes of action, suits, liabilities, judgments, damages, losses, fines, penalties, costs, and expenses that may arise by virtue of any acts or omissions by the indemnifying party, its agents, contractors, or employees. The College is subject to the protections of Maryland law, including without limitation, the State Government Tort Claims Act and/or the Local Government Tort Claims Act, and nothing herein shall interfere with the tort immunities or other protections available under Maryland law; and further, the College is free to assert all defenses that are or may become available to them as a governmental or State agency or otherwise by operation of law. This section shall survive the termination of any Agreement.

The College shall not assume any obligation to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this agreement. The Vendor shall protect, hold free and harmless, defend and indemnify the College (including its officers, agents and employees) from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments (including attorney's fees) resulting from injury to or death of any person or damage to property of any kind, which injury, death of any person or damage arises out of, or is in any way connected with the performance of the work under this agreement. This agreement shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, including acts or omissions of the Vendor's agents or employees, except that this agreement shall not be applicable to injury, death or damage to property arising from the sole negligence or sole willful misconduct of the College, its officers, agents and employees. Accordingly, the College shall notify the Contractor promptly, in writing, of any claim or action brought against the College in connection with the work under this Contract. Upon such notification, the Vendor shall promptly take over and defend any such claim or action. The College shall have the right and option to be represented in any such claim or action at its own expense. Vendor shall, at all times, keep the College free and clear from all liens asserted by any person, firm or corporation for any reason whatsoever, arising from furnishing of services (whether services,

work or labor performed, or materials or equipment furnished) by the vendor.

G18) DELAYS; FORCE MAJEURE

In no event shall the College be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its reasonable control, including, without limitation, strikes; work stoppages; accidents; acts of war or terrorism; civil or military disturbances; riots; hostile foreign action; government acts or orders; nuclear incidents or explosions; acts of God; communicable diseases, epidemics or pandemics (including without limitation the Coronavirus or COVID-19), natural disasters, such as hurricanes, tornados, earthquakes, typhoons, floods, fires or other catastrophic natural event; epidemics or pandemics; interruptions, loss or malfunctions of utilities, communications, transportation or computer (software and hardware) services; or any other act or failure to act by the other party or such other party's employees, agents, or contractors. The Vendor shall be liable for delays due to its fault or negligence. In the event of any excusable delay, the date of performance may be extended for a period equal to the time lost by reason of such delay, on written approval of the Director, Procurement. An equitable financial adjustment may be negotiated between parties for any period of nonperformance.

G19) CHANGES

The College retains the unilateral right to order in writing, changes in the work within the scope of the contract. No change which increases rates or affects levels of service shall be made unless a signed change order is issued to the Vendor by the College's Procurement Department, incorporating such change and agreeing to the rate increment or revised service. If any changes cause an increase or decrease to the Vendor's cost of, or change in the time required for performance, an equitable adjustment shall be made, and the contract shall be modified in writing accordingly. No claim by the Vendor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

G20) DISPUTES

Any disputes arising under this contract which is not disposed of by agreement shall be decided by the President of Harford Community College or designee. Pending final decision of the dispute, the Vendor shall proceed diligently with the contract performance. Nothing hereunder shall be interpreted to preclude the parties from seeking, after completion of the contract, any and all remedies provided by law.

G21) ARBITRATION

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Arbitration Rules including the Optional Rules for Emergency Measures of Protection, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. If they do not reach such solution within 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules

G22) SUSPENSION OF WORK

The College, unilaterally, may order the Vendor, in writing, to suspend, delay, or interrupt all or any part of the contract for such period of time as he may determine to be appropriate for the convenience of the College.

G23) TERMINATION FOR CONVENIENCE

The College may terminate all or any part of the purchase order, contract, or these terms and conditions for any reason at the College's convenience upon thirty (30) calendar day's written notice to the Vendor. The College will pay all reasonable costs associated with this contract for satisfactory work completed prior to termination and any reasonable costs associated with termination. Upon such termination Vendor agrees to waive all claims for damages, including those for loss of anticipated profits and to accept as its sole remedy for termination the value of all work performed prior to the termination and reasonable costs occasioned by termination. The College shall have no liability whatsoever for goods which are Vendor's standard stock.

G24) TERMINATION FOR DEFAULT

If the Vendor has not performed, or has performed unsatisfactorily, or failed to provide acceptable form of current Certificate of Insurance, or acceptable form of bond (if required), the College may terminate the contract by written notice to the vendor. Written notice shall specify the act(s) or omission(s) of vendor to cause termination. The College shall pay for satisfactory performance for work completed prior to notice of termination, minus cost of any damage caused by Vendor's breach. If the cost of Vendor's damages

exceeds any final compensation due, the Vendor will remain liable and the College may collect costs owed to it. Failure on the part of the Vendor to fulfill contractual obligations shall be considered just cause for termination of the agreement and the Vendor is not entitled to recover any costs incurred by the Vendor up to the date of termination.

G25) TERMINATION FOR NON-APPROPRIATION

Harford Community College is a public institution of higher education and its budget is subject to funding by governmental entities. If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract shall be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Vendor may not recover anticipatory profits or costs incurred after termination. The effect of termination of the Contract hereunder will be to discharge both the Vendor and the College from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Vendor may not recover anticipatory profits or costs incurred after termination

G26) TERMINATION FOR INSOLVENCY

If the College has reasonable cause to believe the Vendor is insolvent, or if any petition in bankruptcy or under any law for the relief of debtors is filed by or in respect of Vendor, then, at the option of the College, the agreement shall immediately terminate. In no event shall the agreement become an asset in any such proceeding nor shall the College be bound hereby after any act of bankruptcy by Vendor. Any delay by the College to exercise the right to terminate under this section shall not diminish or waiver that right.

G27) NON-COLLUSION

Vendor certifies that is has neither agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of bid or offer being submitted herewith. Vendor 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 Vendor 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.

G28) VENDOR SUSPENSION OR DEBARMENT

The Vendor certifies that it is not suspended or debarred from participating in any State of Maryland or Federal contract awards.

G29) INDEPENDENT CONTRACTOR

The Vendor agrees and understands that the services performed are done so as an Independent Contractor and not as an employee of the College and that the

Vendor acquires none of the rights, privileges, powers or advantages of College employees. The Vendor is required to pay Federal and State taxes. The College shall not be responsible for withholding taxes with respect to the Vendor's compensation. The Vendor shall have no claim against the College for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

G30) NON-HIRING OF EMPLOYEES

No employees of the College, or any Department, Commission, Agency or branch thereof whose duties as such include matters relating to or attending the subject matter of this agreement shall, while being employed, become or be an employee of the Vendor or subcontractor on this contract.

G31) BACKGROUND INVESTIGATIONS FOR VENDORS

As a condition of award of this contract, all Vendors and subcontractors who will be working (this includes attending meetings) on the College campus or any other site leased, owned or used by the College, may be required to provide proof of a successful background check upon award of the Contract. This includes, but is not limited to, verification of credentials, criminal history, and driving records (as appropriate). The College reserves the right to request documentation from the successful Vendor and subcontractor for proof of their ability to work in the United States.

G32) NON-DISCRIMINATION

The Vendor agrees:

a) not to discriminate in any manner against an employee or applicant for employment due to age, race, color, religion, sex, creed, national origin, marital status, ancestry, gender, genetic information, physical or mental handicap unrelated in nature and extent so as reasonably preclude the performance of such employment, status as an individual with a disability, veteran, sexual orientation, or any other status as protected by law; and

b) to inform and instruct its employees that all forms of sex discrimination, sexual harassment and sexual misconduct are expressly prohibited, that employees who have been or are being subjected to sex discrimination, sexual harassment or sexual misconduct or who are aware of another who has been or is being subjected to such actions shall immediately notify Vendor's management, that retaliation for reporting any such conduct is expressly prohibited and that the Vendor will take timely and appropriate action against any of its employees who commit such prohibited acts; and

c) above the provisions (a) and (b) above apply in any subcontract for standard commercial supplies or raw materials; and

d) to post and to cause subcontractor to post in conspicuous places to employees and applicants for employment, notices setting forth the substance of this clause.

Failure to comply with the terms of this section shall be considered just cause under Termination for Default.

G33) COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986

Vendor warrants that both the Vendor and/or any subcontractor of the Vendor do not and shall not hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986, as amended from time to time (hereinafter referred to as "IRCA"), including but not limited to any verification and record keeping requirements. Vendor agrees to indemnify and save the College, its trustees, and/or employees harmless from any loss, costs, damages, or other expenses suffered or incurred by the College, its trustees and/or employees by reason of the Vendor's or any subcontractor of the Vendor's noncompliance with "IRCA." Vendor agrees to defend the College, its trustees and/or employees in any proceeding, action or suit brought against the College, including but not limited to administrative and judicial proceedings, arising out of or alleging noncompliance of the Vendor with "IRCA". Vendor recognizes that it is the Vendor's responsibility to ensure that all certifications and verifications as required by law are obtained and maintained for the applicable time period.

G34) AFFIRMATIVE ACTION NOTICE

Vendor is notified that they may be subject to the provisions of 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); 41 CFR Section 60-1.4(a) and (c); 41 CFR Section 60-1.7(a); 48 CFR Section 52.222-54(e); and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action program and posting requirements. All vendors and subcontractors shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

G35) POLITICAL CONTRIBUTION DISCLOSURE

Vendor shall comply with §§14-101-14-109, of the Election Law Article of the Annotated Code of Maryland, which requires that every person that enters

into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person or business receives in the aggregate \$200,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

G36) FINANCIAL DISCLOSURE

The Contractor shall comply with State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State or a state unit and receives in the aggregate \$200,000 or more during a calendar year shall, within 30 days of the time when the \$200,000 is reached, file with the Secretary of State certain specified information to include disclosure of beneficial ownership of the business.

G37) REGISTRATION

Per the Annotated Code of Maryland, Corporations and Associations Article, all businesses formed in Maryland must be registered with the State Department of Assessments and Taxation.

G38) FOREIGN BUSINESS REGISTRATION

Pursuant to §7-202 et seq. of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, before doing any interstate or foreign business in this State.

G39) ASSURANCE OF NON-CONVICTION OF BRIBERY

The Vendor hereby declares and affirms that, to its best knowledge, none of its officers, directors or partners and none of its employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any college, any state, or the Federal Government.

G40) MARYLAND PUBLIC INFORMATION ACT

The Vendor recognizes that the College is subject to the Maryland Public Information Act of Title 4 of the General Provisions Article of the Annotated Code of Maryland. Vendor agrees that it will provide any justification as to why any material, whole or in part, is deemed to confidential, proprietary information or trade secrets and provide any justification of why such materials should not be disclosed.

G41) AUDIT

The Vendor shall permit audit and fiscal and programmatic monitoring of the work performed under any contract issued. The College shall have

access to and the right to examine and/or audit any records, books, documents and papers of Vendor and any subcontractor involving transactions related to this agreement during the term of this agreement and for a period of three (3) years after final payment under this agreement.

G42) RECORD RETENTION

The Vendor shall retain and maintain all records and documents relating to this Contract for three (3) years after final payment by the College hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the College at all reasonable times.

G43) COMPLIANCE WITH LAWS

The Vendor agrees to comply, at no additional expense, with all applicable executive orders, Federal, State, County, regional and local laws, ordinances, rules and regulations in effect as of the date of this agreement and as they may be amended from time to time. The Vendor shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations.

G44) MARYLAND LAW

This agreement shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

G45) VENDOR'S PRESENCE ON CAMPUS

The Vendor or Vendor's subcontractor will be required to have proper identification showing Vendor's or subcontractor's name and technician name at all times while on campus. The Vendor agrees that all employees whose duties bring them upon the College's premises shall abide by its rules, regulations and the reasonable directions of its officers in enforcing rules, regulations and in internal security and theft control. The College shall have no responsibility for loss, theft, mysterious disappearance of, or damage to, equipment, tools, materials, supplies and other personal property of vendor or its employees, subcontractors, or materialmen. Vendor's employees shall have the right to use only those College facilities necessary to the performance of the contract. Such employees shall comply with the College's policy of: **No Tobacco Use of Any Kind on Campus including private vehicles.**

G46) NDAA COMPLIANCE

If this contract involves the purchase of telecommunication equipment or services, the Vendor represents and warrants that it is compliant with the John S. McCain National Defense Authorization Act ("NDAA") for Fiscal Year (FY) 2019 (Pub. L. 115-232) and the interim rule amending the Federal Acquisition Regulation to implement Section 889 of NDAA. The Vendor represents and warrants that it will not provide

covered telecommunications equipment or services, as defined by NDAA, to the College in the performance of any contract, subcontract or other contractual instrument resulting from this agreement. After conducting a reasonable inquiry, the Vendor represents and warrants that it does not use covered telecommunications equipment or services, as defined by NDAA, or use any equipment, system, or service that uses covered telecommunications equipment or services.

G47) CONFIDENTIAL AND SENSITIVE INFORMATION

All Vendors that work in the proximity of Confidential and Sensitive Information (CSI) must agree to abide by the College's identity theft prevention policies and procedures. In the event that the service provider becomes aware of a red flag or data incident, the service provider is required to report the incident to their point of contact at the College. All Vendors that process, store or transport CSI provided by the college are required to give the College sufficient documentation to assess the provider's data security risk.

G48) ASSIGNMENT

The Vendor shall not assign or subcontract, in whole or in part, its rights or obligations under any contract without prior written consent of the College. Any attempted assignment without said consent shall be void and of no effect. Assignment of Accounts Receivables may be made only upon written notice furnished to the College

G49) SUBCONTRACTORS

Vendors are solely responsible for the performance of their subcontractors. Subcontractors, if any, shall be identified and a complete description of their role relative to the Vendor and their performance shall be stated. The College reserves the right to reject any subcontractor. Nothing contained in these documents shall create any contractual relationship between any subcontractor and the College. Prior to receiving the final payment of a project, the Vendor shall certify in writing that payments to subcontractors have been made from the proceeds of prior payments, and that from the Vendor shall make final payment to its subcontractor(s) and suppliers in a timely manner in accordance with its contractual relationship with them.

G50) PUBLICITY

The Vendor shall not in any way or in any form publicize or advertise in any manner the fact that it is providing services to the College without the express written approval of the College, obtained in advance.

G51) RESERVATIONS

The College reserves the right to accept or reject any and all submittals in whole or in part, received as a result of any solicitation; to waive minor technicalities,

or to negotiate with any or all responsible Vendors, in any manner necessary, to serve the best interest of the College. Further, the College reserves the right to make an award in whole, in part, or no award at all.

The College reserves the right to reject the submittal of a Vendor who, investigation shows, is not currently in a position to perform the contract, or who has previously failed to perform contracts of similar nature in a proper and timely manner.

The College reserves the right to make such investigation as it deems necessary to determine the ability of the Vendor to provide the required services, and the Vendor shall furnish to the College all such information for this purpose as they may request. Should such investigation or evidence fail to satisfy the College that the Vendor is fully qualified to execute and complete the contract, the submittal may be rejected.

The College reserves the right to increase or decrease the quantities for which it is soliciting offers hereunder.

G52) SEVERABILITY

If any term or condition of this contract is held invalid by any court, such invalidity shall not affect the validity of other terms and conditions of this contract.

G53) TARIFF BASED PRICE ADJUSTMENTS

In the event that new tariffs or changes to existing tariffs are imposed by any governmental authority after the effective date of this contract, and such changes materially increase the cost of goods or materials necessary for performance, the supplier may request a price adjustment. The request must include documentation demonstrating the tariff's impact on unit cost. The parties shall negotiate in good faith to reach a fair adjustment not to exceed 10% of the original contract price. Documentation provided for verifiable proof to ensure price change is legitimate and justified includes:

- a) CBP Form 7501 (Entry Summary): This shows tariff duties paid upon entry to the U.S.
- b) CBP Form 7501
- c) Commercial invoice showing the importation of goods
- d) Bill of lading or shipping documents indicating international sourcing

HARFORD COMMUNITY COLLEGE
FORMAL SOLICITATION (RFP/IFB/RFQ)
TERMS AND CONDITIONS

Formal Solicitation Terms and Conditions are in addition to the General Terms and Conditions

FS1) SOLICITATION ADVERTISEMENT AND SOLICITATION DOCUMENTS

Harford Community College solicitations are posted on the eMaryland Marketplace Advantage website, www.procurement.maryland.gov, for public notification only.

The Harford Community College's Procurement Bid Board is the only official repository of solicitation documents and any addenda, if posted. It is incumbent on Vendors to monitor Harford Community College's Procurement Bid Board to ensure that they have received the correct information, complete documents and any addenda. The College assumes no responsibility for verbal communications. Failure to monitor Harford Community College's Procurement Bid Board may result in a non-receipt of important information prior to the due date which may result in the rejection of a submittal.

Harford Community College's Procurement Bid Board may be accessed [here](#) or via the following link: <https://hccweb1.harford.edu/Procurement/solicitationDocuments.asp>.

FS2) ADDENDA

Should any vendor find discrepancy in the solicitation documents, or should the vendor be in doubt as to their meaning or intent of any part thereof, the vendor must, prior to questions due date and time, request clarification from the Director, Procurement in writing, who will clarify via a posted addendum on the Harford Community College Procurement Bid Board. All posted addenda shall form a part of the contract. The College will assume no responsibility for oral communications. Posted addenda must be acknowledged in the appropriate area of the solicitation submittal. Failure to acknowledge posted addenda may render the submittal as non-responsive.

FS3) FORM OF SUBMITTAL

Each submittal must be tendered in a securely sealed envelope, prominently marked with the solicitation number and title, the due date and time, and the name of the vendor. Required submittal documents must be completed in ink and signed by a person authorized to bind the vendor to a contract, if offered. Only original wet signatures or digitally certified electronic signatures will be accepted. Solicitation responses via email or facsimile shall not be accepted. When pricing is requested in both words and figures, the sum written in words shall govern in the case of any discrepancy. The College shall not pay any expenses incurred in the preparation or submission of any solicitation response.

The College reserves the right to consider informal any bid not prepared in accordance with instructions. Conditional or qualified submittals may be rejected.

FS4) CANCELLATION

The College may cancel or withdraw any solicitation, in whole or in part, at any time.

FS5) LATE SUBMITTALS

Submittals are due according to solicitation requirements. Submittals received after the specified due date and time will not be accepted.

FS6) SPECIFICATIONS / ALTERNATES COMPLIANCE

The Vendor shall comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as hereinafter described. Failure to request clarification(s) by the questions due date and time is a waiver to any claim by the Vendor for expense made necessary by reason of later interpretation of the contract documents. Alternate(s) may be offered by the Vendor in their submittal, however, the College reserves the right to reject any alternate(s) and require the specifications to be adhered to as indicated in the specifications.

FS7) VALIDITY

Submittals must be valid for a period of ninety (90) calendar days following the due date. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the College and the vendor.

FS8) WITHDRAWAL

Submittals may be withdrawn by the vendor at any time prior to the due date and time for the solicitation. Request for withdrawal must be made in writing to the College's Procurement Department.

FS9) ERRORS IN SUBMITTAL

Vendors are expected to fully acquaint themselves with all governing laws and ordinances, and inform themselves as to the instructions, terms and conditions, specifications, and other requirements before responding to a solicitation. Failure to do so will be at the Vendor's own risk; relief cannot be secured on plea of error.

FS10) SOLICITATION DUE DATE

a) For Invitation for Bids (IFB): Each bid shall be submitted to the Procurement Department at the place specified herein, on or before the day and hour fixed for its receipt or opening. Bids received prior to that time will be securely kept unopened. No responsibility will attach to the College or its representative(s) for premature opening of any bid not secured and addressed as specified above. The

Director, Procurement will determine when the hour fixed for opening has arrived. At the time specified in the IFB document, Bids will be publicly opened and read aloud. No bid received thereafter will be considered. At the public bid opening, no determination of responsiveness or responsibility will be made.

b) For Request for Proposals: Each Proposal submitted shall be securely held until the date and time for the RFP closing. The Director, Procurement shall determine when the time for closing has arrived. No proposals shall be accepted after that time. There will be no public viewing of submitted proposals until after a contract is awarded, subject to Maryland Public Information Act requirements.

FS11) PRESENTATIONS

Vendors who respond to College solicitations may be required to make presentations to College representatives, at no expense to the College.

FS12) BASIS FOR AWARD

Award may be made to the lowest responsive and responsible vendor(s). In addition to price, consideration will be given to the following when determining the lowest responsive and responsible vendor(s): what is in the best interest of the College; the quality and performance of the goods and services to be supplied; conformity to specifications; delivery time; previous performance; vendor location; references; and other unique requirements outlined in the request.

FS13) MULTIPLE AWARD

The College reserves the right to offer contracts to one or multiple vendors. Selected vendor(s) shall be responsible for all products and services required by the solicitation.

F14) CHANGES

Contract(s) arising from this solicitation shall not be modified, altered, or changed except by mutual agreement confirmed in writing by an authorized representative of each party to the Contract. No change which increases rates or affects levels of service shall be made unless a signed change order is issued to the vendor by the College's Procurement Office, incorporating such change and agreeing to the rate increment or revised service.

FS15) RECIPROCITY

The College is committed to support local businesses when practicable. If a vendor's jurisdiction applies a preference that favors a resident business over a non-resident business, the College may apply a reciprocal preference against the non-resident bidder or offeror in the evaluation of that procurement.

FS16) COOPERATIVE PURCHASING

The College reserves the right to extend the terms and conditions of this solicitation to any federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not be limited to parochial institutions, special districts, intermediate units, non-profit agencies providing services on behalf of the government, and/or state, community and/or private colleges/universities, and other schools that require these goods, commodities and/or services. This is conditioned upon mutual agreement of all parties pursuant to requirements which may be appended thereto. The vendor agrees to notify the issuing body of those entities that wish to use any contract resulting from this solicitation and will also provide usage information, if requested. A copy of the contract pricing and bid requirements incorporated in the resulting contract will be supplied to the requesting agencies. Each participating jurisdiction or agency shall enter into its own contract with the vendor and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted 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 vendor. Harford Community College does not assume any responsibility other than to obtain pricing for the specifications provided in the solicitation document.

PURPOSE AND OBJECTIVE

The purpose of this Invitation for Bid (IFB) is to solicit sealed bids from qualified contractors to provide all labor and material necessary to perform maintenance and repair services on Heating, Ventilation, and Air Conditioning (HVAC) systems, refrigeration systems, automatic temperature control systems, boilers and any chemical dosing systems located in various College buildings. The selected contractor will be responsible for completing all **preventive maintenance as stated in 5.0 Base contract**, including the provision of all necessary materials and incidentals. Repair work may be assigned at hourly rates and markup percentage as submitted on the Bid Pricing Form.

The initial contract term shall be for one (1) year, July 1, 2026 through June 30, 2027, with the option to renew for four (4) additional one-year periods based on satisfactory performance and at the sole discretion of the College. Unit Prices and Hourly Rates may be increased or decreased based upon CPI-U, capped at 5% annually.

A pre-bid meeting will be held on **March 5, 2026 at 9:00 AM Local Time**, at the Chesapeake Welcome Center, Conference Room 239 (see campus map for location). An accompanied site visit will occur immediately following the pre-bid meeting. Attendance at the pre-bid meeting and site visit is **STRONGLY ENCOURAGED**. There will NOT be an opportunity for site visits at a later date; Please bring all appropriate personnel.

Questions / RFI's are due no later than **March 12, 2026 at 2:00 PM EST**, via email to Procurement Agent Dave Pyle at DPyle@harford.edu. Answers shall be posted in addendum format on the Harford Community College bid board for bidders to retrieve.

1.0 INSURANCE REQUIREMENTS

Policy Requirements

- A. Contractor shall provide a Certificate of Insurance that names Harford Community College, 401 Thomas Run Road, Bel Air, MD 21015, and its elected or appointed officials, and employees as additional insured, designated in the Description of Operations Box, and the College must be listed as the Certificate Holder on the Certificate of Insurance.
- B. Failure to provide, and to continue in force for the life of the contract, the required insurance shall be deemed a material breach of contract. Furnishing of the insurance required herein shall not relieve the Contractor of any responsibilities or obligations assumed under the Contract, or for which the Contractor may be liable by law or otherwise.
- C. Insurance coverage will be evidenced by Certificate of Insurance issued directly to the College and provide thirty (30) days written notice of cancellation or material change in coverage.
- D. It shall be permissible for required liability limits to be met by combination of one or more policies.
- E. Policies for Commercial General Liability insurance must be written to protect the Contractor against claims arising from operations of Subcontractors. Coverages to be included: Broad form property damage, including products and completed operations, independent contractors, and contractual liability coverages previously purchased separately.
- F. Damages not to be excluded: Such insurance shall contain no exclusions applying to operations by the Contractor or Subcontractor in the performance of the Contract pertaining to: (1) Collapse of, or structural injury to, any building or structure; (2) Damage to underground property; or (3) Damage arising out of blasting or explosion.

- G. Contractor shall obtain insurance in the specified minimum coverages and for himself and his subcontractor in connection with providing goods and services under this Contract.
- H. The Contractor hereby agrees to indemnify and hold harmless Harford County, Maryland, Harford Community College, the Harford Community College Foundation and their respective trustees, officials, officers, directors, employees, agents, contractors, volunteers, successors and assigns from all claims, demands, causes of action, suits, liabilities, judgments, damages, losses, fines, penalties, costs, and expenses, including courts costs and attorneys' fees, that may arise by virtue of any acts or omissions by the indemnifying party, its agents, contractors, or employees. The College is subject to the protections of Maryland law, including without limitation, the State Government Tort Claims Act and/or the Local Government Tort Claims Act, and nothing herein shall interfere with the tort immunities or other protections available under Maryland law; and further, the College is free to assert all defenses that are or may become available to them as a governmental or State agency or otherwise by operation of law. This section shall survive the termination of any Agreement.
- I. In the event the Contractor enters into subcontract for the work to be performed, it shall be the obligation of Contractor to require the Subcontractor maintain all insurances specified in the Contract, in like form and amount, and to include Harford Community College and its elected or appointed officials, related entities and employees to be additional insured under Subcontractor's liability policies. All policies of Subcontractor shall be primary and non-contributory, with the exception of Workers' Compensation, to any coverage or self-insurance program available to the College and shall include waiver of each insurer's rights of subrogation in favor of the College.
- J. It is understood that the coverages stated are minimums only. Contractors or Subcontractors may, at their own cost and expense, obtain insurance additional to that required by the College under this Contract.
- K. All required insurance, with the exception of Workers' Compensation, shall be primary and non-contributory to any coverage or self-insurance program available to the College, and shall include waiver of each insurer's rights of subrogation in favor of the College.
- L. The Contractor shall comply with and qualify under current Workers' Compensation laws and at all times cause every Subcontractor who shall be engaged in the work, to comply with and qualify under such laws.
- M. The Contractor agrees that if, by any reason of its failure, or failure of any such Subcontractor, shall be required at any time to pay any sum because any employee of Contractor or its Subcontractor is or shall be considered as the employee of the College as provided in such Workers' Compensation laws, the Contractor shall repay to the College such sums paid by the College.
- N. Evidence satisfactory to the College that the Contractor and each of its Subcontractors have qualified under the Workers' Compensation laws shall be submitted prior to the commencement of the work.

Insurance Coverage Requirements

Type of Coverage

Workers' Compensation
and Employer's Liability

Limits

Statutory Limits for Maryland
\$100,000 per accident
\$100,000 disease each employee
\$500,000 disease policy limit

General Liability (including bodily injury, property damage, personal and advertising injury, contractual, premises, ongoing operations, products, and completed operations)	\$1,000,000 each occurrence \$1,000,000 personal injury, & advertising injury \$2,000,000 general aggregate per project \$2,000,000 products & completed operations aggregate \$3,000,000 general aggregate for contracts with high-risk features (ex. Cranes, Rigging, Hazardous Materials)
Business Automobile Liability (covering owned, hired, heavy and non-owned vehicles)	\$1,000,000 combined single limit \$3,000,000 per accident (if contract involves equipment or cranes)
Umbrella Excess Liability (following form of Primary General, Auto, and Employers Liability)	\$1,000,000 each occurrence \$2,000,000 aggregate

2.0 CONTRACT STRUCTURE:

- A. Base Contract/ Preventative Maintenance Work unit pricing should be based upon performance during normal work hours of Monday through Friday, 7:00 AM through 3:00 PM. Base Contract pricing includes routine preventive maintenance only and excludes major component replacement, corrective repairs beyond normal operational adjustments, and capital repairs unless explicitly identified as included.
- B. Repair work shall be on a Time and Material pricing basis. Estimates for repair work shall be provided in a Time and Material format, with estimated number of hours and materials list with the awarded percentage markup. Billable Time commences from arrival on site and concludes at time of departure. Repair estimates that include materials with a cost exceeding \$500.00 must have the material quote attached. Repair work will be paid based upon actual material used and actual hours worked. Additionally, the College retains the right to obtain additional quotes or use other contractors for any repair work. **No repair work is authorized until the Manager, Facility Maintenance authorizes. Contractor shall document this authorization, time, and date. This shall be stated on final time and material service sheet. Failure to obtain written authorization prior to commencing repair work shall render such work non-compensable.**

NOTE: The estimated hours and materials cost used in the bid form is for canvassing of bids ONLY. There is no guarantee of repair work.

The time periods' hourly rates for repair work are:

Straight time 7:00 AM - 3:00PM Monday through Friday

The following hourly rates shall only be authorized by the Manager, Facility Maintenance:

Overtime: 3:00 PM - 7:00 AM Monday through Thursday

Weekend time: 3:00 PM Friday - 7:00 AM Monday

Holiday time: Any hours worked on the following holidays:

New Year's Day	MLK Day	Memorial Day
Labor Day	Juneteenth	Independence Day
Thanksgiving Day	Christmas Eve	Christmas Day

3.0. COMPANY, TECHNICANS, SUBCONTRACTORS

A. COMPANY:

1. Bidders must have a minimum of ten (10) years of experience providing the services covered in this solicitation.
2. Bidders shall submit a company profile to include, at a minimum: the background and history of the company; size of the company including the number of employees; annual sales volume for each of the past three (3) years, and number of years in the business.
3. Submit three (3) references of similar size and scope, performed in the past five (5) years, on the form provided herein.

B. TECHNICIANS - **All technician certifications must be provided with bid submittal.**

1. Work shall be performed by a Certified Heating, Ventilation and Air Conditioning Specialist currently licensed in the State of Maryland.
2. Technicians working on hot water boilers must meet specific licensing and operational requirements under the Maryland Stationary Engineers Act and the Board of Boiler Rules.

C. SUBCONTRACTORS

1. The Contractor shall submit for approval a written statement concerning proposed award to any subcontractor, furnishing such information as the College may require, and shall not award work to any subcontractor until the College's written approval is secured.
2. The Contractor shall be as fully responsible to the College for the acts and omissions of his subcontractors, and their agents or employees, as he is for the acts of person directly employed by him.
3. Contracts between the Contractor and the subcontractors shall require each subcontractor to assume toward the Contractor all obligations and responsibilities which the Contractor assumes toward the College, insofar as applicable to the extent of the subcontractor's work.
Nothing herein shall create any contractual relationship between any subcontractor and the College.

4.0 SPECIFICATIONS/ SCOPE OF WORK

- A. All work (base contract/preventative maintenance, repair, installation, etc.) performed on equipment listed in this document shall meet or exceed manufacturer's specifications. The Contractor shall perform work listed, as well as, any additional maintenance tasks described in the manufacturer's IOM manual.
- B. Any and all work (base contract/preventative maintenance, repair, installation, etc.) performed on equipment listed in this document shall meet or exceed all codes, standards and guidelines set forth by the State of Maryland and Harford County, Maryland.
- C. All materials or parts used to perform maintenance or repair work related to equipment listed in this document shall be supplied from the equipment manufacturer. All parts and material used for preventative maintenance purposes will be included in the base contract price and at the Contractor's expense. All replacement parts shall be new OEM

or OEM-approved equivalents. Refurbished or aftermarket parts are prohibited unless expressly approved in writing by the College.

- D. Safety: During the execution of this contract, the Contractor shall conform to the rules and regulations set forth by OSHA Safety and Health Standards. All technicians working onsite must have had OSHA 10 training. Certifications shall be submitted before any technician will be authorized to perform work on campus. All technicians must wear a company uniform while working on campus with company name.
- E. Contractor Security Requirements: The Contractor shall provide a list of all on-site personnel in writing, including sub-contractors to the facility manager. The Contractor shall update this list when changes occur in writing facility manager. Contractor personnel not listed may be denied access to the buildings. Any person violating this policy may lose access to the buildings.
- F. Continuity of Building Maintenance. Schedule work to minimize interference with the facility's normal operations. Contractor shall not schedule work within a conference room anytime the room is occupied. Contractor shall notify the facility manager in advance of any system shutdowns.
- G. Notification of Service. The Contractor shall schedule all maintenance with the facility manager at least five business days in advance to ensure equipment receives the required preventative maintenance.
- H. Supplies. The Contractor shall provide all supplies for HVAC, refrigeration, and boiler maintenance in accordance with the contract requirements. Pleated filters shall be of the correct size and proper particulate filtration for the unit. Drive belts shall be the correct width and length in accordance with manufacturer's specifications of the specific machine.
- I. Preventative Maintenance. The Contractor shall provide all labor and materials to perform maintenance on equipment listed on the bid form.
- J. The awarded Contractor shall submit, in writing and in advance, a scheduled maintenance program for all designated HVAC equipment. The schedule shall be uploaded and maintained via a cloud-based service management platform approved by the College. The platform must allow real-time access to maintenance records, service history, technician assignments, and compliance documentation. Updates to the schedule must be submitted at least five (5) business days prior to any changes in service delivery. Contractor shall provide College personnel a four-hour training session on the use of the software onsite. Examples are *Buildops*, *ServiceTitan*, *Arrivy*, etc. or equivalent service management system acceptable to the College, capable of providing real-time service history, technician assignments, and compliance documentation.
- K. College personnel will provide an initial orientation to campus mechanical, refrigeration, automatic temperature control, and boiler systems. This orientation will include system locations, operational insights, and equipment functions. Any subsequent technical training or instruction required by the Contractor shall be at the Contractor's expense.
- L. Where necessary, cycling systems and equipment "on" and "off" shall be scheduled with the Coordinator for Facilities Maintenance and or his designee, particularly if such action impacts environmental comfort levels for college personnel, or presents any difficulty in the operation of the building.
- M. Contractor's service personnel shall be required to sign in and sign out each day worked at the Campus Operations Office located in the Conowingo building. A key or access card will be assigned to access buildings which must be returned at conclusion of each day's services.
 - 1. A dated, pre-numbered service report detailing the work accomplished each day must be left in the Campus Operations Office, within five (5) business days of the

conclusion of each service visit to the Manager, Facilities Maintenance. This report must include details of the work performed and identify any corrective maintenance required.

2. These service reports must clearly distinguish between non-chargeable contract (base bid) maintenance work and chargeable work.
 3. Invoices for billable hours and materials shall reference the applicable service report number(s) and date(s).
 4. Contractor service personnel must work a minimum of four (4) consecutive hours when performing scheduled equipment maintenance. Reassignment of mechanics during active maintenance on college equipment is not permitted. This minimum applies to central plant and major mechanical equipment. Smaller or distributed equipment may be grouped to satisfy this requirement.
- N. The Contractor shall furnish all labor, supervision, equipment, supplies, parts, permits, and insurance coverages necessary to provide programmed maintenance and repair service.
- O. The contract price shall include all necessary materials and supplies such as compressor oil, gear oil, grease, electrical or magnetic relay controls, capacitors, contactors, relays, indicator lights, hand towels, tools, and cleaning solvents.
- P. The Contractor shall quote refrigerant pricing at the time of need. Refrigerants shall be invoiced at documented supplier cost plus a fixed markup not to exceed the markup percentage on the bid form. Supplier invoices shall accompany all billing. The College reserves the right to supply necessary refrigerant.
- Q. Auxiliary equipment such as valves, motors, controls and associated operating parts of the equipment identified for preventive maintenance are included under these specifications for service. Materials specifically listed in §4.P above, **shall** be included in the base contract/preventative maintenance bid prices and not chargeable.
- R. The Contractor shall be solely responsible for the proper handling, transportation, and disposal of all hazardous materials generated during the performance of work. All disposal activities must comply with applicable federal, state, and local environmental regulations and guidelines. The Contractor shall maintain documentation of disposal and provide such records upon request.
- S. The Contractor shall maintain detailed records of all refrigerant usage, recovery, and disposal activities in accordance with EPA Section 608 regulations. Records must include:
- Type and quantity of refrigerant added or recovered
 - Date and location of service
 - Technician EPA certification number
 - Leak detection and repair logs
 - Disposal or reclamation documentation

All records shall be retained for a minimum of three (3) years and made available to the College upon request."

- T. The Contractor shall provide an emergency procedure and contact list with designated personnel available for after-hours service. In the event of an emergency service request by the College, the Contractor is required to respond within two (2) hours. For the purposes of this contract, an emergency is defined as any condition that poses an immediate risk to life, safety, property, or critical building operations—such as system failures affecting heating, cooling, ventilation, refrigeration, or boiler operation. Upon response, the Contractor shall document the time of notification, arrival, actions taken, and resolution status. This documentation must be submitted to the College within 24 hours of the emergency service. Failure to meet the requested response site time may result in contract termination for fault. The College shall pay the Contractor fair and

equitable compensation for satisfactory performance prior to receipt of notice of termination, less the cost of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the College can affirmatively collect damages except for events beyond the Contractor's reasonable control.

- U. Any system with a motor at or over 50HP, the Contractor shall perform vibration analysis on fan motors and other rotating equipment as part of routine preventive maintenance. Results shall be documented and reviewed to identify potential mechanical issues before failure occurs.

5.0 BASE CONTRACT/ PREVENTATIVE MAINTENANCE - EQUIPMENT & WORK INCLUDED

A. CHILLERS

The following work shall be performed twice per year, every Fall and Spring Season, at the direction of the of the Manager for Facilities Maintenance as part of the base contract price.

Spring Start Up

- Contractor shall coordinate start-up of chiller with the College's HVAC technician so that necessary adjustments can be made via the BAS, etc.
- Fill evaporator with water – if required, vent all air. Fill water shall be tested before filling system to confirm manufacture water quality requirements.
- Perform a full operational inspection and start-up of unit.
- Listen for any unusual noises or vibrations.
- Check thermometers and pressure gauges for accuracy. Document readings and/or deficiencies to College representative.
- Check system for signs of refrigerant leaks, both visually and with leak testing methods (electronic leak detector etc.)
- Check oil circuit operation and all associated controls. Document oil temperature and pressure. Check for leaks. Verify compressor oil level and add oil if necessary.
- Inspect condenser fan operation and blades.
- Clean and inspect condenser coils per manufacturer's recommended method (per twice per season). Contractor to provide coil cleaner, tools, and materials.
- Test functionality of all operating and safety controls (flow switch, HPS, LPS, etc.) Report and deficiencies to College representative.
- Perform reading of compressor operating current. Verify it is within range and compare to reading on unit controller (if applicable).
- Check compressor windings and insulation using OHM meter and Megohmmeter. Document findings to submit to College representative.
- Tighten and/or repair all electrical connections in unit and check condition of all wiring.
- Inspect condenser coils for both damage and cleaning on air-cooled units and report findings to the College.
- Clean VFD's and check operation. Perform recommended preventative maintenance on VFD's per manufacturer's specification.
- Check condition of all contactors, motor starters, overloads, etc. Report any deficiencies to College representative.
- Verify settings and operation of motor protection and/or overloads.
- Take oil sample for analysis. Report findings to College representative.
- Clean inside of controls cabinet and the surrounding area.
- Fill out College maintenance log for chiller.

- Clearly document all findings and work performed. Submit copy to College representative when work has been completed.
- Check unloading devices to see that they unload at the proper pressure.
- All work to be included in base contract.

Winter Shut Down

- Contractor shall coordinate shutdown of chiller with the College's HVAC technician so that necessary adjustments can be made via BAS, etc.
- Chillers that run year-round: Check operation of heat trace, immersion heaters, safety controls and devices. Document findings and submit to college representative.
- Take samples of water chiller fluid and test against manufacture chemical makeup requirements
- Verify proper operation of heat trace for piping (if applicable)
- Winterization of chiller shall be performed specifically to manufacturer's specifications for that particular chiller. Chillers that do not use glycol mixture shall be winterized. Recommended methods of winterizing each chiller may vary.
- Clean work area.
- Fill out College maintenance log.
- Clearly document all findings and work performed. Submit copy to College representative when work has been completed.
- All work to be included in base contract.

B. SELF CONTAINED/ PACKAGE UNITS

The following work shall be performed twice per year, every Fall and Spring Season, at the direction of the of the Manager for Facilities Maintenance as part of the base contract price.

- Contractor shall coordinate shutdown of chiller with the College's HVAC technician so that necessary adjustments can be made via BAS, etc.
- Verify proper operation of system components (compressor, condenser fan, evaporator fan, thermostat, etc.)
- Listen for any unusual noises and/or vibration
- Clean and inspect condenser coils per manufacturer's recommended method (performed twice per season) Contractor to provide coil cleaner tools and materials.
- Clean condensate pan and drain; utilize pan-treat product. Check for proper drainage and leaks. Contractor shall provide materials. Report any deficiencies to College representative.
- Inspect evaporator coils and clean. Contractor to provide coil cleaner, tools and materials.
- Visually inspect system for signs of refrigerant and/or oil leaks. Utilize leak detection methods and tools to verify in the event of suspected leak.
- Verify system refrigerant charge. Check charge based on superheat/supercooling based on system's metering device. Compare to manufacturer's specifications at current conditions. Document findings and submit to College representative to include but not limited to compressor/system superheat, evaporator superheat, subcooling, compressor discharge temperature, CTOA, evaporator split etc.
- Document discharge temperature reading.
- Inspect all electrical components and controls for defects. Report deficiencies to College representative.
- Check all capacitor MFD (if applicable) Replace as needed.
- Tighten and/or repair all electrical connections.
- Check oil level in system (if applicable). Add oil as needed.
- Inspect belts, sheaves and pulleys. Adjust as necessary.

- Clean and inspect blower wheels.
- Take compressor, evaporator blower motor and condenser fan amp readings. Document findings.
- Lubricate motors and bearings (if applicable).
- Check operation of system economizer (if applicable).
- Clean inside of unit, control cabinet and general work area.
- Clearly document all findings and work performed. Submit a copy to the College representative when work has been completed.
- All work to be included in base contract.

C. REFRIGERATORS, WALK-IN COOLERS, AND FREEZERS

The following work shall be performed twice per year, every Fall and Spring Season, at the direction of the of the Manager for Facilities Maintenance as part of the base contract price.

- Check general operation of units; note any unusual noises or vibrations. Check operation of evaporator fan motors, condensing unit etc. Document any deficiencies and submit to College representative.
- Check box temperature and compare to thermometer reading on box.
- Clean condenser coils thoroughly using recommended coil cleaner. Contractor to provide materials.
- Clean evaporator coil, fans and grill, Contractor to provide materials.
- Clean drain pan and condensate pan; clear drain of any debris, Contractor to provide materials.
- Inspect and clean door seals and gaskets.
- Inspect door latch, repair and/or make adjustments as needed.
- Verify operation of defrost controls.
- Verify operation of low ambient controls
- Tighten and/or repair all electrical connections.
- Inspect all electrical components for deficiencies.
- Check operation of all controls.
- Check all capacitor MFD (if applicable) Replace as needed.
- Take compressor, condenser, and evaporator amp readings. Document results to submit to College representative.
- Check entire system for signs of refrigerant leak.
- Verify refrigerant charge utilizing charging method recommended by manufacturer.
- Check oil level (if applicable); add oil as needed. Contractor to provide materials.
- Document compressor discharge temperature, compressor/system superheat and evaporator superheat. Submit to College representative.
- Clean controls cabinet, inside of unit and general work area.
- Clearly document all findings and work performed. Submit copy to College representative when work is complete.
- All work to be included in base contract.

D. ICE MACHINES

The following work shall be performed twice per year, every Fall and Spring Season, at the direction of the of the Manager for Facilities Maintenance as part of the base contract price.

- Verify proper operation.
- Monitor system for excessive freeze or harvest cycles.
- Thoroughly clean ice machine using manufactured recommended procedures and ice

machine cleaner and sanitizer. Contractor provides materials.

- Clean condenser coils and fan blades. Contractor provides materials.
- Clean inside of ice machine cabinet.
- Check system for refrigerant leaks.
- Check system for water leaks.
- Check and replace water filter as needed. Contractor provides materials.
- Clean and/or clear condensate drain. Contractor provides materials.
- Clean ice machine water distributor; verify proper and even water flow over evaporator (if ice cube machine).
- Verify proper water flow.
- Lubricate/grease auger bearings per manufacturer's recommendations (if flaker machine). Contractor provides materials
- Oil/lubricate auger motor per manufacturer's recommendations (if flaker machine). Contractor provides materials.
- Take compressor, fan motor and auger motor amp readings.
- Check operation of all controls and clean all controls which are exposed to water, moisture and scale buildup.
- Tighten and/or repair all electrical connections.
- Level equipment as needed.
- Clean interior of ice machine and general work area.
- Check all controls—adjust mechanical ice level control and float valve setting as required.
- Clearly document all findings and work performed. Submit copy to College representative when work has been completed.
- Fill out College provided maintenance log located at each piece of equipment.
- All work to be included in base contract.

E. HOT WATER HEATING BOILER EQUIPMENT

The following work, tests, and inspections shall be performed during the month of September of each year as part of the base contract. A detailed, comprehensive report of safety tests, inspection and service shall be submitted to the College representative no later than November 1st of each year.

The campus contains a wide variety of condensing boilers. It is expected that the maintenance performed on these boilers will be completed per the manufacturer's recommendations and per the IOM manual for each specific piece of equipment.

Any safety concerns, urgent matters regarding equipment etc. must be reported, in writing, to the Coordinator for Facilities immediately. Any equipment deemed unsafe shall be isolated from all energy sources (gas and/or electrical), locked-out and tagged-out immediately.

- Contract shall coordinate with the College's HVAC Technician to verify that work can be performed and that the system is enable/disable and operating via the BAS etc.
- Some work which must be performed on hot water heating equipment may require that the boiler be shut off, isolated and allowed to cool prior to proceeding.
- Clean pilot and burner assembly. Clean, adjust and/or replace flame rod and igniter if necessary.
- Inspect burner diffuser for cracks and wear; clean as needed.
- Clean combustion blower motor.
- Inspect all linkages; tighten as needed.
- Check boiler/burner sequence of operation.
- Check for unusual noises or vibrations,

- Check for water leaks.
- Inspect fireside of boiler and clean as needed; check for excess soot build-up,
- Take draft reading. Document finds and submit to College representative.
- Test operation of all operating limits and safety controls/devices per manufacturer's recommended procedure. This process may vary based on the type of boiler (condensing) refer to manufacturer's IOM manual for proper procedure.
- Check operation of combustion and I.D. fans. Change belts as needed. Document amp draw.
- Lubricate as needed.
- Perform test of flame safeguard controls.
- Perform spark rejection test.
- Test ignition transformer and check ignition transformer cable connections.
- Verify flame signal via flame safeguard control or using multi-meter. Document results to submit to College representative.
- Clean flame scanner per manufacturer's recommendations; clean any obstructions in flame scanner tube/view port.
- Test fire-rate control operation and burner modulation.
- Clean low water cut-off floats and check associated piping for restrictions/debris; clean as needed.
- Clean low water cut-off probe. Replace as need per manufacturer's recommendations.
- Contractor to provide materials.
- Check combustion air damper and louver operation.
- Lift and flush safety relief valve. Check for leakage.
- Document boiler pressure and temperature.
- Check air charge of expansion tank, boiler pressure and PRV setting/range. Make any adjustments as needed. Document findings to submit to College representative.
- Perform combustion analysis in High and Low fire. Monitor stroke for modulating burners and adjust as necessary.
- Take static and dynamic gas pressure readings. Take inlet and manifold gas pressure readings. Document readings to submit to College representative. Make adjustment as needed per manufacturer's recommendations as well as base on combustion analysis.
- Check operation of double-block and bleed assemblies and/or S.S.O.V.'s. Perform test to check for leakage.
- Check gas vent screens for blockage and obstruction. Repair and clean as needed.
- Inspect boiler seals and gaskets for wear and deterioration. Replace as needed.
- Check boiler gas-train for leaks via combustible gas leak detector and/or bubble solution,
- Lubricate combustion blower motors as needed. Contractor to provide materials.
- Tighten and/or repair all electrical connections,
- Inspect all electrical components.
- Check gauges and thermometers for accuracy.
- Clean condensate drains, traps and neutralizers. Add/replace neutralizer as needed (condensing boilers). Contractor to provide materials.
- Check, clean and/or replace combustion air filters (condensing boilers).
- Lubricate boiler pumps. Contractor to provide materials.
- Inspect boiler pump couplings and take amp readings on boiler pumps.
- Verify system is filled, level and free of air.
- Check operation of automatic air vents.
- Clean inside of controls cabinet and general work area.
- Clearly document all findings and work performed. Submit a copy to the College

representative when work is completed.

- Fill out College provided maintenance log located at each pieces of equipment.
- All work performed shall be included in the base contract.

F. SPLIT SYSTEMS, HEAT PUMPS, AND DUCTLESS UNITS

The following work shall be performed twice per year, every Fall and Spring Season, at the direction of the of the Manager for Facilities Maintenance as part of the base contract price.

- Verify proper operation of system components (compressor, condenser fan, evaporator fan, thermostat, etc.)
- Cycle unit in both heat and cooling (if heat pump) and verify operation of reversing valve.
- Listen for any unusual noises or vibration.
- Clean and inspect condenser coils per manufacturer's recommended method (performed twice per season). Contractor to provide coil cleaner, tools and materials.
- Clean condensate pan and drain. Utilize pan treat product. Check for proper drainage and leaks. Report any deficiencies to College representative. Contractor to provide materials.
- Inspect evaporator coils and clean as needed. Contractor to provide coil cleaner, tools and materials.
- Visually inspect system for signs of refrigerant and/or oil leaks. Utilize leak detection methods and tools to verify in the event of suspected leak.
- Verify system refrigerant charge, preferably by using non-invasive method and/or refrigerant probes (so as not to contaminate system). Check charge based on superheat/supercooling based on system's metering device as needed. Compare to manufacturer's specifications at current conditions. Document findings and submit to College representative, including but not limited to, compressor/system superheat, evaporator superheat, subcooling, compressor discharge temperature, CTOA, evaporator split, etc.
- Document discharge temperature reading.
- Inspect all electrical components and controls for defects. Report deficiencies to College representative.
- Check all capacitor MFD (if applicable). Replace as needed.
- Tighten and/or repair all electrical connections.
- Inspect belts, sheaves, and pulleys. Adjust as needed (if applicable)
- Clean and inspect blower wheels.
- Take compressor, evaporator blower motor and condensate fan amp readings. Document findings.
- Check operation of electric heater, emergency heat function and associated controls (if applicable).
- Lubricate motors and bearings (if applicable).
- Check all system controls for proper operation.
- Clean inside of unit control cabinet and general work area.
- Ductless split system indoor sections (evaporator) must be disassembled and cleaned thoroughly per manufacturer's specifications. Contractor to provide materials.
- Clearly document all findings and work performed. Submit copy to College representative when work has been completed.
- All work performed shall be included in the base contract.

G. UNIT VENTILATORS

The following work shall be performed twice per year, every Fall and Spring Season, at the direction of the of the Manager for Facilities Maintenance as part of the base contract price.

- Clean interior and exterior of UV cabinet
- Listen for unusual noise and/or vibration.
- Clean coils using brush, shop vac and no-rinse coil cleaner. Contractor to provide coil cleaner, tools and materials.
- Clear any debris from condensate pan.
- Clean blower wheels and housing.
- Clear condensate drains using Gallo Drain Gun or other method.
- Treat condensate pans using pan-treat tablets or other approved product.
- Verify unit is properly draining (using water).
- Inspect condition of filter. Document and report to College representative.
- Visually inspect interior of unit for signs of leaks. Document and report to College representative.
- Tighten and/or repair electrical connections.
- Properly reassemble and secure UV cabinet.
- Clean inside of unit, control cabinet and general work area.
- Clearly document all findings and work performed. Submit copy to College representative when work has been completed.
- All work performed shall be included in the base contract.

BID FORM

IFB 26B-001 Maintenance and Repair for Mechanical Cooling, Boilers, Automatic Temperature Control Systems and Refrigerant Equipment

All bids must be fully and properly executed, securely sealed, and marked with the number and title of the bid. Envelopes shall be addressed to the Harford Community College Procurement Department and must be received in the Procurement Department no later than:

2:00 PM Local Time, April 2, 2026

Late bids will not be accepted.

To be considered responsive, each bid submitted must, at a minimum, include the following documents:

1. This completed Bid Form with completed Bid Pricing Form attached; and
2. Solicitation Affidavits, completed and signed; and
3. Company profile of contractor (see §3.0.A.2); and
4. References on the form provided; (see §3.0.A.3); and
5. Technician Certifications (see §3.0.B).

BID OF: _____ DATE _____
(Firm Name)

In accordance with the foregoing Instructions, General Terms and Conditions, and Specifications, including Addenda (if applicable) No. Through , I/we submit the following for evaluation:

1. **GRAND TOTAL LUMP SUM BID PRICE: Including labor, supervision, materials, and insurance:** (Preventive Maintenance bid price plus and Time and Material bid price.)

[26B-001 Pricing Sheet.xlsx](#)

**DOWNLOAD PRICING SHEET PRIOR TO COMPLETING.
PRINT AND SUBMIT HARD COPY IN YOUR BID PACKAGE**

2. EXECUTION: The undersigned, duly authorized to bind the named firm, agrees, upon receipt of written notice of acceptance of this bid within ninety (90) calendar days after its opening, to execute the contract in accordance with the bid as accepted, and to render an acceptable certificate of insurance within ten (10) calendar days after notification of award.

Firm	Authorized Signature
Street Address	Typed/Printed Name
City, State, Zip	Title
Telephone	Email

If a corporation state:

Name of President: _____

Name of Secretary: _____

Under laws of what state incorporated: _____

Minority Business Certification: NO YES: TYPE _____ NAICS _____

SOLICITATION AFFIDAVITS

IFB 26B-001

FIRM NAME: _____

FIRM ADDRESS: _____

A) NON-COLLUSION:

I AFFIRM THAT: Neither I, nor, to the best of my knowledge, information and belief, the above firm nor any of its other representatives I here represent have:

- (1) Agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the proposal being submitted herewith; and
- (2) Not in any manner, directly or indirectly, entered into any agreement, participated in any agreement, participated in any collusion to fix the price proposal of the offeror herein or any competitor, or otherwise taken any action in restraint of free competition in connection with the Contract for which this proposal is submitted.

B) SUSPENSION AND DEBARMENT:

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

- (1) The above business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Title 16, of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows: (Indicate the reasons why the affirmation cannot be given without qualification)

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

By: _____
Signature of Authorized Representative and Affiant Printed Name of Authorized Representative and Affiant

Date: _____ Federal Employer Identification Number (FEIN): _____

REFERENCES: IFB 26B-001

Bidder Name: _____

Bidder must furnish at least three (3) current references, within last five (5) years, that are similar in nature and scope and best represent the bidder's ability to perform the work and meet the specifications and requirements herein.

REFERENCE # 1	FIRM NAME	
	ADDRESS	
	CONTACT NAME	
	CONTACT EMAIL	
	CONTACT PHONE	
	PROJECT NAME	
	PROJECT AMOUNT	
	PROJECT DATES	
REFERENCE #2	FIRM NAME	
	ADDRESS	
	CONTACT NAME	
	CONTACT EMAIL	
	CONTACT PHONE	
	PROJECT NAME	
	PROJECT AMOUNT	
	PROJECT DATES	
REFERENCE # 3	FIRM NAME	
	ADDRESS	
	CONTACT NAME	
	CONTACT EMAIL	
	CONTACT PHONE	
	PROJECT NAME	
	PROJECT AMOUNT	
	PROJECT DATES	

BUILDING INDEX

A	Aberdeen Hall	HSC	Harford Sports Complex Building
P	Amoss Center	H	Havre de Grace Hall
APG	APG Federal Credit Union Arena	D	Hays-Heighe House
B	Bel Air Hall	HC	Hickory Center
BC	Belcamp Center	J	Joppa Hall
C	Chesapeake Center	L	Library
CO	Conowingo Center	M	Maryland Hall
DH	Darlington Hall	O	Observatory
E	Edgewood Hall	SC	Student Center
F	Fallston Hall	S	Susquehanna Center
FHC	Forest Hill Center		

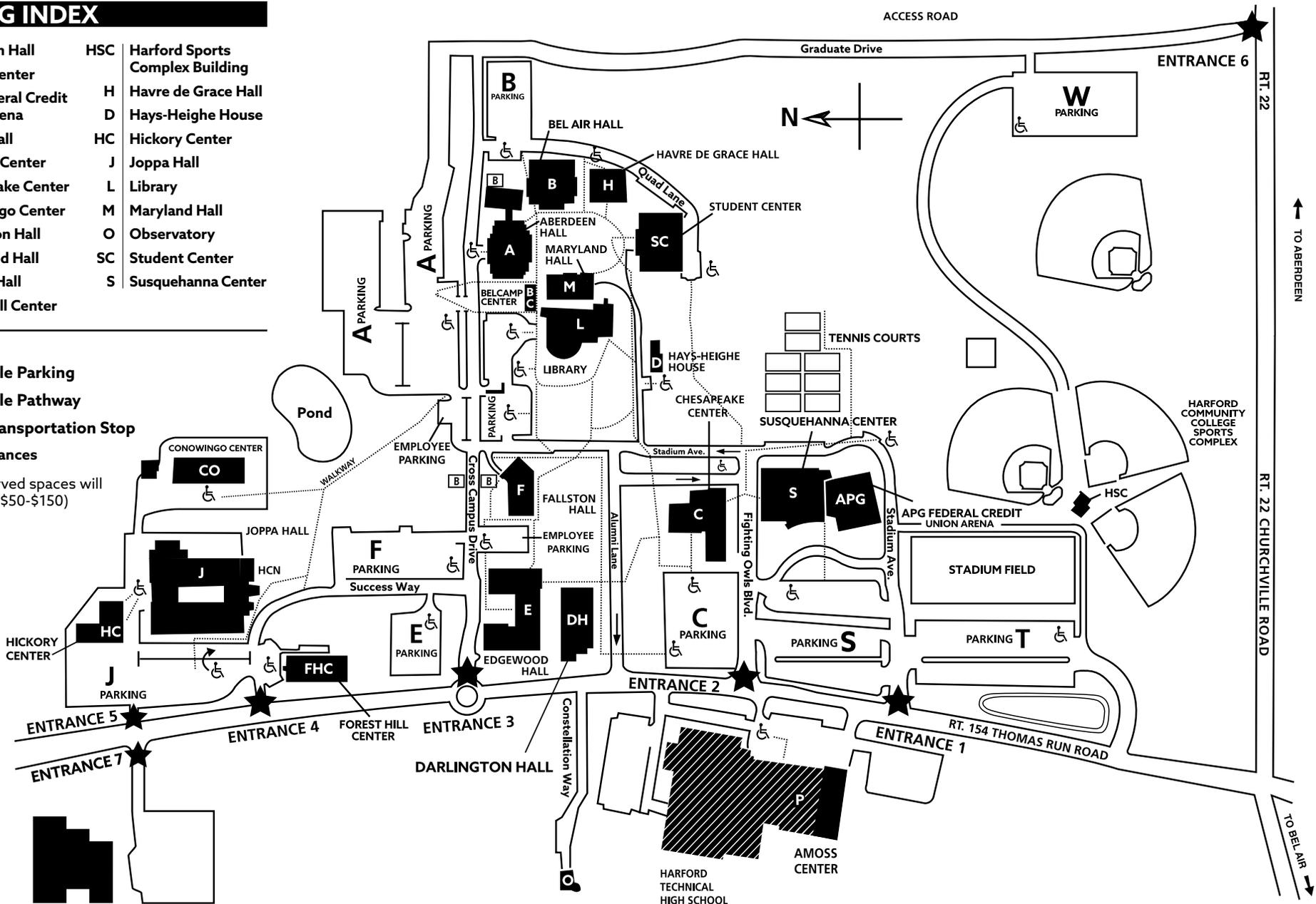
 Accessible Parking

 Accessible Pathway

 Public Transportation Stop

 Main Entrances

Parking in reserved spaces will result in a fine (\$50-\$150)



TOWSON UNIVERSITY
IN NORTHEASTERN MARYLAND