

THE BOARD OF EDUCATION OF MONTGOMERY COUNTY
MONTGOMERY COUNTY PUBLIC SCHOOLS
PROCUREMENT UNIT
45 West Gude Drive, Suite 3100
Rockville, MD 20850-9999
301-279-3306

September 30, 2021

INVITATION FOR BID

4022.8, On-Call Painting Services for Various Facilities

Bid Opening Time: 2:00 PM

Bid Opening Date: October 21, 2021

NOTE: In the event of emergency closing of Board of Education offices, this bid will open at the same time on the next regular working day.

BIDS RECEIVED AFTER THE BID OPENING TIME AND DATE WILL NOT BE ACCEPTED.

COMPANY NAME: _____

1. Term of Contract: December 3, 2021 through December 2, 2022
2. Terms of Delivery: 30 Days
3. Delivery Destination: Individual Location, Noted on Purchase Order
4. Bid Security Required: Yes
Bid Security must be made payable to Montgomery County Board of Education
5. Performance Bond Required: Yes
- 6a. Samples Required: Yes No
- 6b. Sample Delivery Requirements:
 - Deliver to the Procurement Unit
 - Deliver to Supply and Property Management
 - Deliver to the Food Service Warehouse
 - Other
- 6c. Sample Delivery Time:
 - Prior to bid opening
 - At time of bid opening
 - Subsequent to bid opening

NOTICE TO BIDDERS

The appropriate items below must be completed as part of the bid. Failure to comply may disqualify your bid. Type or print legibly in ink.

I. BIDDER INFORMATION: As appropriate, check and/or complete one of the items below.

- 1. Legal name (as shown on your income tax return) _____
- 2. Business Name (if different from above) _____
- 3. Tax Identification Number _____

A copy of your W-9 must be submitted with this bid response.

II. BIDDER'S CONTACT INFORMATION: This will be filed as your permanent contact information.

- 1. Company Name _____
- 2. Address _____
- 3. Bid Representative's Name _____
- 4. Phone Number(s)/Extension(s) _____
- 5. Fax Number _____
- 6. Email Address _____
- 7. Website _____

III. PURCHASE ORDER ADDRESS: Please complete if different from Bidder's Contact Information.

- 1. Purchase Order Address _____
- 2. Representative's Name _____
- 3. Phone Number (s)/Extension(s) _____
- 4. Fax Number _____
- 6. Email Address _____

IV. PROMPT PAYMENT DISCOUNT: MCPS may consider prompt payment discounts as part of the award process; however, the Board reserves the right to make awards according to the best interests of MCPS.

_____ Prompt payment discounts of less than twenty (20) days will not be considered.

V. PURCHASING CARD AND SUA PAYMENT PROGRAM: MCPS is currently utilizing a purchasing card and Single Use Accounts (SUA) payment program through JP Morgan MasterCard. Please check the appropriate box below.

- Yes, we accept MasterCard No, we do not accept MasterCard

Note: Beginning April 1, 2018, MCPS will no longer process check payments. To avoid payment delays after this change, all bidders that accept MasterCard are strongly encouraged to sign up to receive SUA payments upon being notified of an award. For bidders that do not accept MasterCard, the ACH payment method is also available. Please e-mail SUA@mcpsmd.org to register for SUA, or e-mail accountspayable@mcpsmd.org to

request ACH registration forms.

VI. PURCHASE ORDER PREFERENCE: Montgomery County Public Schools (MCPS) is in the process of issuing orders via Facsimile or US Mail. MCPS prefers facsimile. Please check your preference below.

Facsimile US Mail Email EDI

VII. SLMBE (SMALL, LOCAL AND MINORITY BUSINESS ENTERPRISE): Check the appropriate box below.

African American Asian American Hispanic Native American
 Female Disabled None

VIII. NON-DEBARMENT ACKNOWLEDGEMENT

_____ I acknowledge that my firm has NO pending litigation and/or debarment from doing business with the State of Maryland or any of its subordinate government units and/or federal government within the past five (5) years.

_____ I acknowledge that my firm has pending litigation or has been debarred from doing business with the State of Maryland or any of its subordinate government units and/or federal government, within the past five (5) years. (Attachment)

As the duly authorized representative of the applicant, I hereby certify that the above information is correct and that I will advise Montgomery County Public Schools should there be a change in status.

By (Signature) _____

Name and Title _____

Witness Name and Title _____

IX. BIDDER'S CERTIFICATION: Upon notification of award, this document in its entirety is the awarded vendors contract with MCPS. By signing below, the undersigned acknowledges that s/he is entering into a contract with MCPS.

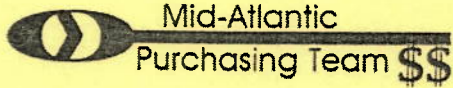
A. The undersigned proposes to furnish and deliver supplies, equipment, or services, in accordance with specifications and stipulations contained herein, and at the prices quoted. This certifies that this bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same supplies, materials, or equipment, and is in all respects fair and without collusion or fraud.

B. I hereby certify that I am authorized to sign for the bidder. (Bidders are cautioned to read the material under Section XXVII, signature to Bids, and to comply with its stipulations.) I/We certify that none of this company's officers, directors, partners, or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government; and that no member of the Board of Education of the Montgomery County Public Schools, Administrative or Supervisory Personnel, or other employees of the Board of Education has any interest in the bidding company except as follows:

By (Signature) _____

Name and Title _____

Witness Name and Title _____



Metropolitan Washington Council of Governments Rider Clause
Invitation For Bid 4022.8, On-Call Painting Services for Various Facilities

USE OF CONTRACT(S) BY MEMBERS COMPRISING Mid –Atlantic Purchasing Team COMMITTEE

Extension to Other Jurisdictions

The [issuing jurisdiction] extends the resultant contract (s), including pricing, terms and conditions to the members of the Mid-Atlantic Purchasing Team, as well as all other public entities under the jurisdiction of the United States and its territories.

Inclusion of Governmental & Nonprofit Participants (Optional Clause)

This shall include but not be 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 required these good, commodities and/or services.

Notification and Reporting

The Contractor agrees to notify the issuing jurisdiction of those entities that wish to use any contract resulting from this solicitation and will also provide usage information, which may be requested. The Contractor will provide the copy of the solicitation and resultant contract documents to any requesting jurisdiction or entity.

Contract Agreement

Any jurisdiction or entity using the resultant contract (s) may enter into its own contract with the successful Contractor (s). There shall be no obligation on the party of any participating jurisdiction to use the resultant contract (s). Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction Including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue.

**Metropolitan Washington Council of Governments Rider Clause
Invitation For Bid 4022.8, On-Call Painting Services for Various Facilities Cont.**

	Yes	No		Yes	No		Yes	No
Alexandria, Virginia			Gaithersburg, Maryland			Rockville, Maryland		
Alexandria Public Schools			Greenbelt, Maryland			Spotsylvania County		
Alexandria Sanitation Authority			Harford County			Spotsylvania County Gov & Schools		
Annapolis City			Harford County Schools			Stafford County, Virginia		
Anne Arundel County			Howard County			Takoma Park, Maryland		
Anne Arundel School			Howard County Schools			Upper Occoquan Service Authority		
Arlington County, Virginia			Herndon, Virginia			Vienna, Virginia		
Arlington County Public Schools			Leesburg, Virginia			Washington Metropolitan Area Transit Authority		
Baltimore City			London County, Virginia			Washington Suburban Sanitary Commission		
Baltimore County Schools			Loudoun County Public Schools			Winchester, Virginia		
Bladensburg, Maryland			Loudoun County Water Authority			Winchester Public Schools		
Bowie, Maryland			Manassas City Public Schools					
Carroll County			Manassas Park, Virginia					
Carroll County Schools			Maryland DGS Purchasing					
Charles County Government			Maryland-National Capital Park & Planning Commission					
City of Fredericksburg			Metropolitan Washington Airport Authority					
College Park, Maryland			Metropolitan Washington Council of Government					
District of Columbia Government			Montgomery College					
District of Columbia Water & Sewer Auth.			Montgomery County, Maryland					
District of Columbia Public Schools			Montgomery County Public School					
Fairfax, Virginia			Northern Virginia Community College					
Fairfax County, Virginia			Prince George's Community College					
Fairfax County Water Authority			Prince George's County, Maryland					
Falls Church, Virginia			Prince Georgia Public Schools					
Fauquier County Schools & Government			Prince William County, Virginia					
Frederick, Maryland			Prince William County Public Schools					
Frederick County, Maryland			Prince William County Service Author					

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

MONTGOMERY COUNTY PUBLIC SCHOOLS

Procurement Unit

45 West Gude Drive, Suite 3100

Rockville, MD 20850-9999

General Stipulations and Instructions To Bidders

I. Invitation For Bid

The Board of Education of Montgomery County Maryland, herein after referred to as The Board of Education, will receive sealed proposals until the date and time indicated on the cover of the Invitation For Bid. Bids must be delivered to Montgomery County Public Schools, Procurement Unit, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850, and be received and stamped prior to the bid opening. Bids may be delivered in person, but delivery to the mailroom or lobby does not validate the time of receipt. The respondent shall assume full responsibility for timely delivery of the bid, whether by the U.S. Postal Service or by any other carrier. Bids received after the designated time for the receipt of solicitations will be returned unopened. Bids must be delivered in sealed opaque envelopes. Envelopes shall be clearly marked on the outside lower left corner with the bid number and bid opening date and time.

II. Intent

These specifications are intended to cover the furnishing and delivery of said materials, supplies, or services as hereinafter shown to any or to each of the various public schools, offices, or to any designated warehouse or warehouses in Montgomery County, Maryland, whichever is specified, in quantities to be determined subsequent to the bid opening.

III. Right To Cancel Or Reject Bids

- A. The Board of Education reserves the right to cancel any contract if, in its opinion, there is a failure at any time to perform adequately the stipulations of this Invitation For Bid, or if the general conditions and specifications which are attached and made part of this bid are not fulfilled, or if in any case there is any attempt to willfully impose upon the Board of Education materials or products or workmanship which are in the opinion of the Board of Education of an unacceptable quality. Any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of the Board of Education to damages for the breach of any covenants of the contract by the contractor. The Board of Education also reserves the right to reject the bid of any bidder who has previously failed to perform adequately after having once been awarded a prior bid for furnishing materials or services similar in nature to those mentioned in this bid.
- B. The Board of Education reserves the right to reject any or all bids in whole or in part; to make partial awards; to waive any irregularity in any quotation; to increase or decrease quantities if quantities are listed in the bid; to reject any bid that shows any omissions, alterations of form, and additions, conditions, or alternate proposals not called for; and to make any such award as is deemed to be in the best interests of the Board of Education.
- C. All items furnished must be completely new and free from defects. No others will be accepted under the terms and intent of this bid.

IV. Right To Purchase In The Open Market

Should the contractor fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, The Board of Education reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bond is required under the conditions of the bid.

V. Failure To Furnish Item(s)

Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, The Board of Education reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the Board of Education.

VI. Employer Information Report EEO-1

The Board of Education requires that each successful bidder be liable for compliance with the provisions of Title VII of the Civil Rights Act of 1964. In order to fully comply with Title VII, a company must file Employer Information Report EEO-1 with the Joint Report Committee, 1800 G Street, NW, Washington, D.C. 20036. Only companies that fall within the following categories are required to file the Employer Information Report EEO-1:

The entire company has at least 100 employees on the payroll. The company is affiliated through centralized ownership and/or centralized management, and the group legally constitutes a single enterprise employing a total of 100 or more employees.

If your company has already filed an EEO-1 by virtue of supplying materials or services under Federal Government Contracts, it is necessary to submit only a copy of your most recent EEO-1 report to the Procurement Unit. If you are filing a report for the first time, send a copy of EEO-1 to the Procurement Unit. Please note that purchase orders will not be issued to companies that fall into the above categories until proof of EEO-1 reporting has been received.

VII. Preparation Of Bid

Bids must be submitted on the copy provided. Bidders may wish to reproduce and retain one copy for its files. Bids must be signed by an authorized representative of the company submitting a bid. It is the intent of this solicitation that should a given bid be accepted, it will automatically become the contract. Notification of the bid award will be made by letter. Bidders shall submit its bids and specifications on the appropriate specification sheets that show the schedule of items to be purchased. Bidders may attach a letter of explanation to its bid if it so desire.

Prices quoted shall not exceed the prices established under any governmental price control regulations. Bidders will be required if requested by The Board of Education, to furnish satisfactory evidence that they are qualified as manufacturers or dealers in the items listed and have a regularly established place of business. An inspection of any bidder's place of business may be made to determine the bidder's ability to perform.

VIII. Discounts

The Board of Education reserves the right to consider discounts in computing the bid.

A. Trade Discounts

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.

B. Payment Discounts

Prompt payment discounts are solicited and will be treated as follows:

(1) Unless specifically stated otherwise, 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.

(2) 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.

IX. "Or Equal" Interpretation

Unless the specifications and/or conditions state a specific brand and substitutions will not be considered, the Board of Education will consider other brands or the product of other manufacturers as long as the product meets the same specifications, standards, and quality of the material being solicited through the bid. On all such bids the bidder shall indicate clearly the product on which it is bidding and shall supply sufficient data on its own letterhead to enable an intelligent comparison to be made with the particular brand or manufacturer specified.

Whenever the specifications indicate a product of a particular manufacturer, model, or brand and in the absence of any written statement to the contrary by the bidder, the bid will be interpreted as being for the exact brand, model, or manufacturer specified, together with all accessories enumerated in the specifications.

X. Consideration of Prior Service

Awards on this bid will be made after consideration has been given to any previous performance for The Board of Education as to quality of service and/or merchandise and with regard to the bidder's ability to perform should it be awarded the bid.

XI. Delivery

The bidder agrees to furnish and deliver during the period of the contract the items and articles which may be awarded to the bidder in such amounts and quantities within the terms of the contract. **All Deliveries Must Be Prepaid FOB Destination, And In No Case Will Shipments Collect Or Sidewalk Deliveries Be Accepted.** Bidders shall uncrate, completely assemble, and set in designated place all equipment and furniture. All delivery cost shall be included in the bid unit price.

XII. Packing Slips And Delivery Tickets

All materials delivered on this contract shall be packed in a substantial manner in accordance with accepted trade practices. No charges may be made over and above the bid price for packaging or for deposits on containers. All deliveries shall be accompanied by delivery tickets or packing slips. Tickets shall contain the following information for each item delivered: the quantity, bid number, and the name of the contractor.

XIII. Invoices

Payment depends on receipt of a proper invoice and satisfactory contract performance. All invoices are to be transmitted to the Division of Controller at:

Division of Controller
45 West Gude Drive, Suite 3200
Rockville, MD 20850-9999

Every invoice must include the following information:

- A. Name and address of the contractor
- B. Taxpayer Identification number
- C. The purchase order number
- D. An invoice number
- E. Bid number if applicable
- F. The ship to address
- G. Line item description, quantity, unit of measure, unit price, and extended price as stated on the purchase order
- H. Shipping and payment terms if not a bid item

When a discount for payment is authorized and taken; it will be made to the contractor as close as possible to, but not later than,

the end of the discount period. Prices quoted shall not include federal excise or state sales and use taxes. Exemption certificates will be furnished upon request. Contractor inquiries concerning payment may be made to accountspayable@mcpsmd.org.

XIV. Bid Security

If bid security is required, it must be payable to: "Montgomery County Board of Education."

Such bid security will be returned to all except the successful bidder(s) within five business days after awards have been made. The bid security of the successful bidder(s) will be returned upon receipt of the performance bond if such bond is required under the terms of the award. If no award is made within 60 days after the date of the opening of the bids, bid security will be returned to any bidder upon demand of the bidder at any time after the 60-day period so long as it have not been notified of the acceptance of its bid. Written notification of the acceptance of any bid will be made to the successful bidder(s).

XV. Performance Bonds

If required, the successful bidder or bidders on this bid must furnish a performance bond in the amount indicated in the bid document, made out to Montgomery County Board of Education and prepared on an approved performance bond form as security for the faithful performance of its contract. The performance bond shall be submitted within ten business days of the notification that the bid has been awarded. The surety thereon must be such surety company or companies as are acceptable to The Board of Education and as are authorized to transact business in the State of Maryland. Attorneys in fact who sign bid bonds must file with each bond a certified copy of its power of attorney to sign said bonds. Should the bidder fail or refuse to furnish the required performance bond within ten business days after notification the bidder shall pay to The Board of Education as liquidated damages for such failure or refusal an amount in cash equal to the security deposited with its bid.

XVI. Provision For Municipal Offices

Each bidder agrees when submitting its bid that it will make available to every office and department of the Montgomery County Government the bid prices submitted on this bid should any such department or office wish to take advantage of the bid prices submitted to The Board of Education.

XVII. Product Testing During Time of Contract

Material delivered on any contract resulting from this Invitation For Bid may be tested for compliance with the specification stipulated herein. Any shipment failing to fully meet or comply with the specification requirements will be promptly rejected.

The cost of testing a representative sample of an order or shipment for acceptance shall be borne by the Board of Education except if the order or shipment is rejected for failure to meet the requirements of the specification. In case of failure to meet the requirements of the specification the cost of testing will be charged to the contractor.

XVIII. Safety Standards

All work performed and all items supplied shall be in compliance with applicable federal and state safety standards. (OSHA-MOSHA). Material Safety Data Sheets shall be included in all shipments.

XIX. General Guaranty

The contractor agrees to:

- A. Save the Board of Education, its agents, and employees harmless from liability of any nature or any kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in the performance of the contract

of which the contractor is not patented assignee, licensee, or owner.

- B. Protect the Board of Education against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- C. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to its own work or to the work of the contractors for which it or its workers are responsible.
- D. Pay for all permits, licenses, and fees and give all notices and comply with all laws, ordinances, rules, and regulations of the Board of Education and of the State of Maryland.

XX. Indemnity

The contractor shall indemnify, keep, and save harmless the Board of Education, its agents, officials, and employees against all injuries, death, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in any way occur against them in consequence of the granting of this contract or which may in any way result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the contractor or its employees, except to the extent of the negligence of the Board of Education, its agents, officials and employees. The contractor shall, at its own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Board of Education in any such action based on the actions and/or negligence of the contractor, its agents and employees, the contractor shall at its own expense satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the contractor, shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the Board of Education as herein provided.

XXI. Insurance

The contractor shall maintain Comprehensive Business Insurance for protection from claims under the Workmen's Compensation Act, claims for damage because of bodily injury, death, or property damage to others, including employees of the Board of Education; and claims for damages arising out of the operation of motor vehicles, which may arise during the performance of the contract whether caused by the contractor or by any subcontractor or anyone directly or indirectly employed by either of them. The contractor shall also maintain product liability insurance. The aforementioned insurance shall cover the duration of the contract period, including all periods of the time and all places where work is performed under an expressed or implied warranty. The limits of such liability insurance for each occurrence shall be equal to or greater than \$500,000 for Bodily Injury and \$100,000 for Property Damage. The certificate on the insurance, indicating coverage for the term of the contract, shall be made in favor and provided to The Board of Education prior to commencement of the contract. A company duly licensed by the Maryland Insurance Commissioner and qualified to sell insurance in Maryland shall issue all insurance policies.

XXII. Inspection Of Premises

Before submitting a bid for any construction or installation work in any building or on the premises of the Board of Education, the bidder should carefully examine the premises and upon submitting its bid will be considered to have examined the premises, building, or buildings where the work is to be done. For any work or installation requiring the use of labor, the successful bidder before starting work must provide sufficient evidence of insurance showing that it is adequately covered for Workmen's Compensation and Public Liability insurance.

XXIII. Patents

The contractor shall hold and save the Board of Education, its officers, agents, servants, and employees harmless from liability of any nature or kind, including costs and expenses for or on account of any patented or unpatented inventions, articles, process, or appliance manufactured or used in performance of this contract including its use by Montgomery County, unless otherwise specifically stipulated in this contract.

XXIV. Samples And Catalog Cuts

A. Requirements and Delivery

Sample requirements and sample delivery stipulations are indicated in the bid document. Further details concerning samples may also be indicated in the detailed specification portion of the invitation. Bidders shall make all arrangements for delivery of samples to location indicated.

B. Sample Identification

All sample packages shall be marked "Samples" and each sample shall bear the name of the bidder, item number, and bid number and shall be carefully tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of its bid.

C. Testing or Comparing Samples

Samples are requested for the purpose of testing or comparing with detailed specifications. Therefore, The Board of Education reserves the right to retain or destroy the articles or materials submitted as samples for the purpose of testing. Accordingly, The Board of Education shall be free from any change or claim on the part of the bidder or contractor if any articles or materials furnished as samples are lost or destroyed. Materials such as food may be tested from the raw, uncooked, baked, or canned sample being submitted at the time of bid opening or subsequent to bid opening. Food tests shall consider specification factors such as contents, weight, size, taste, texture, appearance, uniformity of color, and defects, if any.

D. Retention and Removal of Samples

The samples submitted by bidders on items on which it have received an award will be retained by The Board of Education until the delivery of contracted items is completed and accepted. Bidders whose samples are retained will be notified when its samples may be removed. Samples on which bidders are unsuccessful must be removed as soon as possible but not more than 15 calendar days after notification that the award has been made by The Board of Education. The Board of Education will not be responsible for such samples if not removed by the bidder within 15 calendar days after the notification of award has been made.

E. Sample Quantities

Samples are required in the exact packaging and size as stated in the item description unless otherwise indicated in the bid document or it is determined that a smaller quantity is sufficient for adequate testing.

F. Descriptive Literature

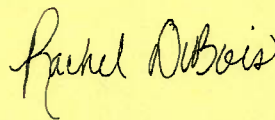
All bidders are required to furnish with the bid proposal a brochure, properly bound and labeled, showing full illustrations and specifications on each item offered, if bidding other than specified; or if specifically requested. These cuts and specifications are to be arranged and labeled with the item number in the same sequence as the items appear in the specifications and attached on separate pages of a brochure. The cover of the brochure shall contain:

1. Vendor's name, address, and phone number
2. Bid number

XXV. Time of Completion

The Board of Education reserves the right to revise the starting and completion dates for delivery and installation of equipment to new schools and additions as stated below if the bid is wholly or in part for the furnishing of new schools and additions to existing buildings. At least 60 days prior to the date scheduled for delivery and installation for each project, the Board of Education will notify the contractor whether or not any change will be required in the dates for

delivery dates, if any, for new schools and additions to older buildings will be applicable to individual projects as specified and not to all projects as a whole. The estimated dates on which deliveries may be begun and which time deliveries and installations must be completed have been estimated as carefully as possible; and if any change is required by circumstances beyond the control of the Board of Education, the revised delivery dates as established by the procedures outlined immediately above will become the definite schedule for completion of the contract as if it had been set in the original schedule as outlined.



Rachel Dubois
Director, Department of Materials Management

XXVI. Guarantee

The contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by it for a period of one year from date of acceptance of the items delivered and installed. If, within the guarantee period, any defects or signs of deterioration are noted which in the opinion of The Board of Education are due to faulty design and installation, workmanship, or materials, upon ratification, the contractor, at its expense, shall repair or adjust the equipment or parts to correct the condition: or it shall replace the part or entire unit to the complete satisfaction of the Board of Education. These repairs, replacements, or adjustments shall be made only at such times as will be designated by the Board of Education as least detrimental to the instructional programs.

XXVII. Signature To Bids

Each bid must show the full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the bid and contract, including Notice of Award, Copy of Contract, and Purchase Order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Bids by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of individuals composing the partnership. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When required, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of its authority to do so.

XXVIII. Errors In Bids

Bidders, or its authorized representatives, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and the bidder cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of the bidders.

XXIX. Resolution and Disputes

Bidders who have any concerns regarding the recommended awards of this solicitation should promptly contact the buyer in the Procurement Unit before the scheduled Board action. Any concerns that cannot be resolved informally with the buyer should be addressed to the senior buyer of the Procurement Unit. The senior buyer of the Procurement Unit shall attempt to resolve, informally, all protests or complaints regarding bid award recommendations. Any formal protest must be filed with the senior buyer of the Procurement Unit within seven (7) calendar days of the date of the pre-award notice.

XXX. Inquiries

Should any bidder have any question as to the intent or meaning of any part of this bid, it must contact the undersigned to receive a written reply before submitting its bid. Inquires must be submitted in writing no later than four business days prior to bid opening date.

**MONTGOMERY COUNTY PUBLIC SCHOOLS
PROCUREMENT UNIT
45 West Gude Drive, Suite 3100
Rockville, MD 20850-9999**

SPECIAL INSTRUCTIONS TO VENDORS FOR MAILING BIDS

Bids must be delivered in sealed, opaque envelopes, and labeled clearly as follows:

SAMPLE BID RESPONSE ENVELOPE

(Return Address)

BID ENVELOPE

TO BE DELIVERED TO

**Procurement Unit
MONTGOMERY COUNTY PUBLIC SCHOOLS
45 West Gude Drive, Suite 3100
Rockville, MD 20850-9999**

**BID NO. _____
BID NAME _____
OPENING DATE _____
OPENING TIME _____**

Vendor name and address must appear on the upper left hand corner of the bid envelope.
The specific bid number, opening date, and time must appear in the lower left hand corner of the bid envelope.
It is suggested that vendors utilize a tracking service to insure prompt delivery.

**Department of Materials Management
Procurement Unit
MONTGOMERY COUNTY PUBLIC SCHOOLS
45 West Gude Drive, Suite 3100
Rockville, Maryland**

**Request for Proposals #4022.8
ON-CALL PAINTING SERVICES FOR VARIOUS FACILITIES**

GENERAL CONDITIONS AND SPECIFICATIONS

I. GENERAL CONDITIONS

A. SCOPE OF WORK

The successful Contractor(s) shall provide all required labor, supervision, materials, and equipment to perform full or partial painting projects as requested by Montgomery County Public Schools (MCPS). The work includes, but is not limited to cleaning, patching, scraping, sanding, re-glazing, re-caulking, and all required preparation tasks of surfaces to be painted including all necessary primer and top coatings. The scope includes exterior and/or interior painting and all related tasks and materials to make a project complete in all details. This includes painting and refinishing wood, fiberboard, concrete, plaster, masonry and metal surfaces. All work shall be performed in compliance with MCPS specifications herein and the manufacturer's preparation/application instructions. The successful Contractor(s) will be required to visit various facilities throughout MCPS to take measurements and develop proposals.

B. INTENT

1. The intent of this Request for Proposal (RFP) is to secure from bona-fide painting Contractors the completed Pre-Qualification Questionnaire that is included under **APPENDIX G**, prices for a mock-up painting project identified herein, and hourly rates as requested on the Quotation Form herein under **APPENDIX J**. These rates will be used by the successful contractors to develop itemized proposals as requested by MCPS. Only Contractors who are full-service painting contractors regularly engaged in this trade will be considered. **Successful Contractors will be required to submit the Asbestos Free Verification form as applicable and required herein. See General Conditions Section M and APPENDIX H.**
2. After MCPS evaluation, a maximum of six painting contractors will be selected based on their submissions and pre-qualified to participate in providing proposals for future painting services adhering to all RFP conditions and detailed specifications herein. This proposal solicitation process involving the MCPS authorized painting Contractors will be repeated throughout the term of the contract to satisfy the MCPS painting requirement.
3. **Proposals offered for future projects by the authorized Contractors shall be all inclusive, including but not limited to labor, equipment and miscellaneous materials to satisfy all**

specification requirements. All costs shall be included in the proposals submitted. All work shall be performed in accordance with the latest applicable laws, codes, and regulations of the various regulatory bodies of the State of Maryland, Federal/Local Governments, and all other boards or departments having jurisdiction. These regulations and standards will be further considered a part of these specifications and conditions. The Contractor will furnish and install any additional items required by the same, whether or not particularly shown or specified. Any items or requirements noted herein in excess of code requirements and permitted under the code shall take preference. All deliveries must be prepaid FOB destination. In no case will collect shipment be accepted.

4. Large painting projects are scheduled during the MCPS Summer Break when students are not in the building. This typically is from mid-June until mid-August. All participating Contractors will be required to perform the bulk of the work during this time frame.

C. AWARD

1. This solicitation does not commit MCPS to award any contract or to pay any costs incurred in the preparation of a response. It is the intention to award future painting projects under this contract to Pre-qualified Contractors, based on their submissions and future submittals of the most favorable offers. Consideration will be given to any previous project performance for the Board of Education as to the quality of service, acceptable merchandise, and with regard to the Contractor's ability to perform should the contractor be awarded the contract. However, the Board of Education reserves the right to make awards according to the best interest of MCPS. In addition, the Board reserves the right to remove or add items to the specifications as our requirements change, as well as add Contractors throughout the contract term, should a need arise that cannot be facilitated by an awarded Contractor. **Awards are contingent upon the availability of funds.**
2. Wherever the term "provide" is used, it shall mean "furnish and install in place, complete in all detail".

D. EVALUATION CRITERIA

The Contractors submission packets will be evaluated by an appointed MCPS committee that will make the determination concerning the number of points assigned to each component. Below is a list of submissions components and basic areas involved in the evaluation process. The list is not necessarily listed in the order of importance. The final total of points assigned to a Contractor will determine the successful group of Contractors (a maximum of six) that will be authorized to participate in providing proposals for future painting projects. Any submissions that are incomplete or fail to provide the mandatory submissions will be disqualified.

- Orderliness and completeness of response to the RFP
- Hourly rates offered (Quotation Form – **APPENDIX J**)
- The sample project proposal
- Pre-Qualification Questionnaire (**APPENDIX G**)
- Ability to perform the intended scope of work

- Number of Staff who have completed fingerprinting and background check
- Financial Stability
- Prior Performance (References-Questionnaire)
- Lead Safe Firm Certification

All Contractors submitting a response to this solicitation will be notified in writing of their prequalification status by a letter signed by the team leader of the MCPS Procurement Unit.

E. **SAMPLE PROJECT LOCATION, DATE AND TIME**

Contractors will be required to provide prices for the mock-up painting project with their RFP submittals for the one location listed below. The on-site meeting will be the Contractor's opportunity to walk the building with MCPS staff and discuss the details of the sample project. The prices provided shall include all labor (regular and premium) and materials as required to comply with the detailed specifications herein and to complete the project in the time frames identified below. ***ALL PROPOSALS SHALL HAVE LABOR CALCULATED AT THE HOURLY RATES THAT WILL BE OFFERED ON THE QUOTATION FORM HEREIN.*** The location is scheduled to be painted Summer 2022. The proposal offered for the mock-up project will be one of the components used in the RFP evaluation process. **Contractors who are interested in participating in this solicitation MUST attend the Pre-RFP meeting identified below on the date and time specified.** The identified site visit is scheduled for **Friday, October 8, 2021 at 1:00 p.m.** The site visit has been scheduled when students are not in the building. Contractors will not be allowed to return to the building. **Only Contractors in attendance at the Pre-RFP meeting will be considered. You must provide a proposal for the project as part of your RFP response. No partial submittals will be accepted.**

The Pre-RFP Meeting will be held at: Newport Mill Middle School, 11311 Newport Mill Road, Kensington, Maryland 20895 at 1:00 p.m. on Friday, October 8, 2021.

The Contractor shall provide with the RFP response a proposal with cost breakdowns identifying individual line items, quantities, and labor costs as indicated on the quotation form, plus the cost of materials, equipment, etc. to complete the project as required.

F. **SITE INSPECTION**

The successful Contractors will be required to inspect future work sites, take measurements, and develop proposals as requested by MCPS. When a proposal has been submitted and received, it shall be understood that the work site has been inspected and that the Contractor is aware of the needs and conditions under which the work is to be accomplished including, but not limited to, all work required to satisfy any and all laws, codes, regulations, etc. that are applicable, and in compliance with conditions and specifications herein. After inspection, the Contractor shall report to the MCPS Project Coordinator any conditions that might prevent them from performing their work in the manner intended. **Failure to do so will not relieve the Contractor of their obligation to furnish all materials and labor necessary to fully carry out the provisions of the contract document.**

G. SCHEDULE

1. After the pre-qualified Contractors are selected and approved, MCPS Project Coordinator will contact the pre-qualified contractors to conduct site inspections to develop proposals. The MCPS Project Coordinator will contact each contractor in writing, at least two business days prior to the site inspection for each project. The Project Coordinator will provide contractors with scope of work, schedule, and all other information needed in order to provide a proposal for project during this site inspection.
2. All pre-qualified Contractors interested in supplying a written proposal shall do so within five business days after the MCPS scheduled project site inspection meeting. Contractors shall utilize the RFP hourly rates to develop the project proposals. Contractors shall list each hourly rate and quantity used to develop the proposal individually on each proposal. The proposal prices offered shall be all-inclusive. All proposals shall list labor rates, the total cost for labor, material cost, and shall include completion date for projects.
3. **Start and completion dates MUST be identified on each proposal.** No work shall commence without MCPS approval. A purchase order issued and signed by the Director of the Department of Materials Management (DMM) will be the Contractor's authorization to proceed with an approved proposal. All work is to be totally completed on or before the stated completion date identified and accepted on each proposal. This includes, but is not limited to, final inspections by the MCPS Project Coordinator, all cleaning tasks, punch-out work, etc. Late charges will be deducted for failure to meet any target dates without an MCPS approved extension. **(See "Late Charges for Failure to Complete on Time" under Section I. Contract Administration.)**
4. Contractor shall take into consideration that some school activities will be taking place (administration and special activities) while work is being performed. No work performed by the Contractor shall disrupt normal school functions. Any traffic blockages, utility outages, etc., which may be required in the execution of the Contractor's work shall be scheduled with the MCPS Project Coordinator and will require the Contractor to perform such work at premium labor times. The Contractor shall anticipate these occurrences in their proposals, and no changes in amounts or completion date will be made for such occurrences. The intent is to have this project performed without closing the building during regular weekday hours. **Contractors shall plan for the possibility that work may be performed over a weekend or at night, so as not to affect the building usage and to satisfy the completion dates.**
5. Normal Work Periods

Work may be performed **Monday through Friday, 6:30 A.M. through 7:00 P.M.** (MCPS building service staff are normally onsite during these hours.) Changes may be made **only** by obtaining approval in advance from the MCPS Project Coordinator. Contractor(s) must make prior arrangements for building access beyond the normal working hours of school building service staff. **An authorized MCPS staff person shall be in attendance in the building whenever any Contractor is in the building.**

6. The Contractor shall maintain an adequate labor force on the worksite from the start of the project until the completion in order to satisfy the schedule. MCPS expects the work to proceed uninterrupted with regard to labor and material availability. The Contractor shall inventory materials as they are received from the manufacturer and not wait until work is under way to determine if inventory is sufficient.

H. CONTRACT TERM

The term of the contract shall be for one year as stipulated on the Request for Proposal. However, the contract may not begin until one day after approval by the Board of Education and will conclude as stated under the contract term. MCPS reserves the right to extend this contract for up to four additional one-year terms. A written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful Contractors 90 days prior to the expiration of the original contract. The vendor shall have 10 days from the date of notification to return the notice acknowledging its intent to accept or reject the extension. Once the response is evaluated, MCPS staff may make a recommendation to the Board of Education to extend this contract or decide to rebid. If the contract is extended by the Board of Education, a contract amendment will be issued.

I. QUANTITIES

MCPS shall not be obligated to purchase any specific quantity. Assigned projects are dependent upon the current requirements of MCPS and on budgetary limitations. Orders will be placed from time to time throughout the contract term.

J. MCPS EMERGENCY/CRISIS PROCEDURES, SHELTER/LOCKDOWN

Emergency/ Crisis Procedure Information

1. In the event of an emergency/crisis incident while working in an MCPS facility, the Contractor and/or their representative(s) shall be required to adhere to the established MCPS procedures and school administrative guidelines during such an occurrence.
2. Supplied herein under **APPENDIX D** for the Contractor's information are the MCPS Emergency/Crisis Procedures, Shelter/Lockdown. It is the Contractor's responsibility to familiarize themselves and their representative(s) regarding the Shelter/Lockdown Procedures. These procedures are subject to change due to new MCPS requirements.
3. The Contractor shall have at the worksite, a reasonable amount of materials that will allow them to quickly secure the work area and/or secure buildings as required for the type of work being performed.

K. WARRANTY

1. The specifications require that all workmanship and materials shall be guaranteed for two years. Final payment will be made once the painting project is complete and accepted by the MCPS

Project Coordinator for each project. The warranty shall begin once the MCPS Project Coordinator has approved the Contractor's final invoice for payment.

2. Warranty shall provide for the replacement of defective materials plus installation and labor. This includes but is not limited to such issues as peeling, blistering, excessive fading, etc. Any warranty claim made by MCPS prior to the expiration of said warranty shall be satisfied even if the warranty has subsequently expired. Failure of a Contractor to provide satisfactory warranty service to MCPS will be grounds for exclusion from future solicitations.
3. Any manufacturer of material(s) used on the project, offering as standard, a longer warranty/guarantee than as specified herein, shall take precedence.
4. Upon completion of the projects, the point of contact may change between MCPS and the Contractor when identifying and resolving any warranty claims during the warranty period.

L. BRAND NAMES

1. Commodity descriptions that state "Only a specified brand will be considered" are brands that have been evaluated and tested for inclusion on this RFP and are the only brands acceptable at this time. **No substitutions will be accepted.** Other brands will be evaluated and tested for future projects by MCPS if materials are submitted at no cost to MCPS. Forward samples/information to Montgomery County Public Schools, Contract Office, 45 West Gude Drive, Suite 4300, Rockville, Maryland 20850. **Testing normally requires a minimum of 60 workdays to complete; therefore, your samples/materials for testing may be approved for future RFPs if the evaluation is satisfactory.**
2. The brand name, code, or model number on each item being offered, even if bidding the specified brand shall be provided. If a brand and code or model number is not shown, your RFP may not be considered.
3. If an item specification shows code or model numbers that have been discontinued, the bidder shall so state and indicate the current code or model number.

M. GENERAL ASBESTOS INFORMATION

1. Asbestos Free Materials

NO MATERIALS PROVIDED SHALL CONTAIN ASBESTOS!!!! All Contractors providing and/or installing any of the building materials listed below shall secure laboratory analysis confirming that materials contain NO ASBESTOS. The cost for testing shall be included in the RFP prices offered. After the initial testing has been performed additional annual testing will be required thereafter or immediately upon any change in materials or manufacturers.

- Acoustical ceiling tile
- Adhesives
- Caulking
- Fire Rated Doors

- Fire Board
- Floor tile and sheet flooring
- Folding Doors
- Gypsum Panels (Drywall)
- Insulation (All types; roof, HVAC, piping, wall, etc.)
- Mastics
- Plaster
- Roofing System Components e.g. BUR
- Asphalt, Felts, Cap Sheets, Shingles, etc.
- Spackle
- Toilet Partitions
- Window Glazing

The laboratory performing the analysis must have received U.S. Environmental Protection Agency (EPA) accreditation and be a member of the National Voluntary Laboratory Accreditation Program (NVLAP). The Contractor or the manufacturer can have the laboratory testing performed. No other form of confirmation such as Material Safety Data Sheets, manufacturer documentation, historical testing, etc. will be accepted. A list of EPA accredited laboratories can be found at <http://ts.nist.gov/standards/scopes/programs.htm>

The Contractor shall provide the required laboratory analysis report(s) and a completed “Asbestos Free Material Verification Form” herein (see **APPENDIX H**) **within 10 working days** after receipt of the “Pre-Award Notification” letter for each listed product required in the execution of the scope of work.

2. Existing Asbestos Materials

MCPS shall be responsible for all asbestos abatement tasks as may be required regarding existing materials on site. Any questions concerning asbestos materials shall be directed to Brian Mullikin, IAQ Leader 301-926-4378.

N. DEVIATIONS

All offers meeting the intent of the request will be considered for award. Contractors who are deviating from the terms, conditions, and/or specifications shall list such and explain fully on a separate sheet to be submitted with their RFP. If these deviations are of a technical nature, the Contractor shall supply the manufacturer’s description of the deviation. The absence of such a sheet shall indicate that the Contractor has taken no exception and shall be held responsible for performing in accordance with the terms, conditions, and specifications as stated herein.

O. eMARYLAND MARKETPLACE ADVANTAGE

Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace Advantage. Registration with eMaryland Marketplace is free. It is recommended that any interested supplier register at <https://emma.maryland.gov/>, regardless of the award outcome for this procurement as it is a valuable resource for upcoming bid notifications for municipalities throughout Maryland.

P. DELIVERY, STORAGE, AND HANDLING

1. The Contractor shall store the paint at the facility they are painting and the MCPS Project Coordinator will work with the school staff and Contractor to identify appropriate staging areas.
2. MCPS will not be held responsible for any material stored at job sites; it is the Contractor's responsibility to arrange for securing their materials and equipment.

Q. MANDATORY SUBMISSION**1. RFP Documents**

One original and one copy of the RFP submissions are requested. The cover page of each copy must be clearly marked original or copy. Contractors may wish to reproduce and retain an additional copy for their files. Proposals must contain all required information in order to be considered responsive.

2. Quotation Form (page 1-4)

- a. Quotations are to be entered on the Quotation Form, **APPENDIX J. Faxed responses are not acceptable. SEALED RFP ONLY.**
- b. **Contractors shall submit a separate price for each item listed on the Quotation Form. Submission of one price for all the items without indicating a price per item shall be considered non-responsive and will invalidate the RFP.** Prices offered shall be valid for acceptance during a period of no less than 90 days from the date of RFP closing.

3. Pre-Qualification Questionnaire, APPENDIX G

Contractor shall submit Pre-Qualification Questionnaire **APPENDIX G.**

4. Proposal for Sample Project

Proposal for sample project at Newport Mill Middle School.

5. Addenda/Errata

Changes and addenda to a solicitation may occur prior to the RFP opening date and time. It is the bidder's responsibility to check the MCPS website under the event calendar (<http://www.montgomeryschoolsmd.org/departments/procurement/>) or contact the Procurement Unit by phone at 301-251-2654 or email to [Julie E Johnson@mcpsmd.org](mailto:Julie_E_Johnson@mcpsmd.org) to confirm that they have all addenda/errata. Failure to acknowledge addenda/errata on the form may result in a RFP being deemed non-responsive and consequently rejected.

6. Licenses/Certifications to be Submitted with RFP Response

Copies of valid licenses must be submitted with the RFP response. Failure to provide licenses may disqualify your response.

a. Maryland Tax Liability Licenses

The contractor shall possess a current “**State of Maryland**” **Construction Business License** or a **Maryland Home Improvement Commission License**. These are considered “TAX LIABILITY” Licenses and do not authorize a contractor to perform any trade-specific work in the State of Maryland without the appropriate trade licenses as required. NOTE: *All out-of-state bidders must provide an out-of-state Maryland Construction Business or Home Improvement License.*

- Construction Business License: This type of business license is issued through the County or Baltimore City, or the Clerk of the Circuit Court in which your business is located within the State of Maryland. Contact the State License Bureau <http://www.marylandtaxes.com/> or at 410-260-6240 for additional information as required.
- Maryland Home Improvement Commission License: This type of license is issued through the State of Maryland, Department of Labor, Licensing and Regulations, Maryland Home Improvement Commission. For further information, and to locate the closest office go to www.DLLR.state.md.us or call 410-230-6309.

b. Lead Certification License:

The successful Contractor must be certified by the United States, Environmental Protection Agency (EPA) as a “Lead-Safe Firm” under the Lead Renovation, Repair and Painting Rule. **If Contractor is certified, a copy of the valid certification shall be provided with the RFP response. If Contractor is not certified, they must submit a Commitment Letter stating that they will become certified within 90 days of pre-award.**

The Contractor must maintain this certification throughout the term of the contract. The Contractor who fails to maintain this certification during the terms of this contract, may be disqualified and removed as MCPS authorized painting contractor.

7. MBE Forms

The goal has been set for 10% MBE participation. Attachment A and B of the MBE PROCEDURE (APPENDIX A) reflecting minimum of 10% MBE participation shall be submitted with your RFP. *If you do not submit the forms with your RFP, your submission may be considered non-responsive and you will not be selected for award.* (See “Section C, #3, Contract Administration” for additional MBE information.)

MCPS expects all bidders to make the essential effort to meet or exceed the established MBE goal for this RFP. MCPS will NOT grant MBE waivers without sufficient support documentation that clearly substantiates that the bidder has made a sincere good faith effort to meet the MBE requirements. Bidder must show an extensive effort to comply with the MBE procedures before MCPS will consider a waiver request.

8. **Bid Security**

1. **Bids in excess of \$50,000.00 shall be accompanied by a Bid Security** in the form of Bid Bonds (A.I.A. Document A310), in the amount of 10% of the bid, naming Montgomery County Board of Education as Obligee. A certified check in the amount of 10% of the bid will be accepted in lieu of the Bid Bond. Where certified check is furnished, the bidder shall attach the following statement from a Maryland licensed bonding company signed by an authorized representative of the bonding company:

"As surety for the above-named bidder, (name of bonding company) hereby agrees to furnish bonds, as required by the specifications, on behalf of the bidder, in the event that such firm be the successful bidder for this project."

2. Bid bonds will be returned upon request to all except the pre-qualified contractors. After 60 days from the bid opening date, the pre-qualified contractors can request the return of their bid bonds if they have not been notified of the acceptance of their bid.
3. If the successful bidder withdraws their bid or fails to execute and deliver to MCPS the contract and the required bonds within five working days after receipt of the Bid Award, the Bid Security shall be forfeited to MCPS as the result of such failure. **Note: Failure to submit the Bid Security with the bid proposal may be considered non-responsive and may disqualify your bid**

R. **CONTRACTOR'S OBLIGATION REGARDING CRIMINAL RECORDS OF INDIVIDUALS ASSIGNED TO WORK IN MCPS FACILITIES**

Beginning July 1, 2015, all MCPS contracts must include the following provisions:

- a. **Prohibition against assigning registered sex offenders and individuals convicted of sexual offenses, child sexual abuse, and other crimes of violence to MCPS contracts:**

Maryland Law requires that any person who enters into a contract with a county board of education "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender. Under § 11-722 of the Criminal Procedure Article of the Maryland Code, 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 \$5000 fine.

Effective July 1, 2015, amendments to §6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system may not

knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of or pled guilty or nolo contendere to a crime involving:

1. A sexual offense in the third or fourth degree under § 3–307 or § 3–308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under § 3–307 or § 3–308 of the Criminal Law Article if committed in Maryland;
2. Child sexual abuse under § 3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under § 3-602 of the Criminal Law Article if committed in Maryland; or
3. A crime of violence as defined in § 14–101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of § 14–101 of the Criminal Law Article if committed in Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under § 3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.

Each contractor is required to submit, following the award of a contract, documentation confirming that its direct employees and those of any subcontractors and/or independent contractors assigned to perform work in a MCPS school facility under the contract meet this obligation. Additionally, the contractor must confirm that it continues to meet this obligation on an annual basis and/or when there are changes in the workforce that the contractor and/or its subcontractors use to perform the work required by the contract.

Violation of this provision is a material breach of contract for which MCPS may take appropriate action up to and including termination of the contract.

b. **Required criminal background check process for certain individuals in the contractor's workforce:**

Under recent amendments to § 5-551 of the Family Law Article of the Maryland Code, each contractor and subcontractor shall require that any individuals in its workforce must undergo a criminal background check, including fingerprinting, if the individuals will work in a MCPS school facility in circumstances where they have direct, unsupervised, and uncontrolled access to children. The term "workforce" in this and the preceding section refers to all of the contractor's direct employees, subcontractors and their employees, and/or

independent contractors and their employees that the contractor uses to perform the work required by the contract.

Fingerprinting for the criminal background check may be performed by the MCPS Office of Human Resources and Development, 45 W. Gude Drive, Rockville, MD 20850, or through another service approved by MCPS. Individuals fingerprinted by MCPS will be required to provide written consent, and MCPS will maintain copies of all records for criminal background checks performed by MCPS. If the contractor uses another service approved by MCPS, the results of the criminal background check must be provided to MCPS for record-keeping. A list of MCPS approved fingerprinting agencies can be found on the Procurement Unit website at <http://www.montgomeryschoolsmd.org/departments/procurement>.

The contractor must take appropriate steps to promptly follow up on information identified in the criminal background check related to the sexual offenses, child sexual abuse offenses, and crimes of violence enumerated above, as well as any information regarding offenses involving the distribution of drugs or other controlled substances, or any other criminal information identified by MCPS as warranting further explanation insofar as it may significantly affect the safety and security of MCPS students. If, after following up, the contractor believes that the individual is qualified and should be assigned to work (or continue to work) in a MCPS school facility, then the contractor will provide a written summary to MCPS justifying its recommendation. MCPS will rely on the contractor's summary to determine whether to accept the contractor's recommendation, and the contractor will be responsible for any consequences of a material misrepresentation in its written summary.

Once the contract is awarded, the contractor is responsible for implementing the background check process. An individual in the contractor's workforce may not begin work in a MCPS school facility on an assignment where the individual will have direct, unsupervised, and uncontrolled access to children, until: (a) the background check results for that individual have been received by MCPS; (b) the contractor certifies to MCPS that the individual has received training and/or reviewed informational materials, as appropriate, regarding recognizing, reporting, and preventing child abuse and neglect, consistent with the content provided in training for MCPS employees; and (c) the individual obtains a MCPS identification badge. The badge will be issued by the MCPS.

S. INQUIRIES

Inquiries regarding this solicitation must be submitted **in writing**, to Mrs. Julie E. Johnson Buyer II, Montgomery County Public Schools, 45 West Gude Drive, Suite 3100, Rockville Maryland 20850, email to Julie_E.Johnson@mcpsmd.org. Questions must be received no later than four business days prior to RFP opening in order for the bidder to receive a reply prior to submitting its RFP. The Board of Education will not be responsible for any oral or telephone explanations or interpretations. **Bidder contact with any other MCPS employee regarding this solicitation until the contract is awarded by the Board of Education will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its RFP.** The MCPS Procurement Unit website address is <https://www.montgomeryschoolsmd.org/departments/procurement/staff.aspx>

Subsequent to the award if the bidder finds any discrepancy or omission and has questions of MCPS's intent, prior to performing work, they shall notify the MCPS Capital Improvements Contracting Office Supervisor and the Procurement Unit Buyer **in writing** via fax or email to resolve and receive clarification.

T. **SPECIAL CONDITIONS**

1. Audit Provisions – MCPS shall have the right to examine the successful bidder(s) records pertaining to work performed under the contract to determine and verify their compliance with all contractual conditions. MCPS shall be granted access to such records at all reasonable times during the contract period and for three years thereafter.
2. Contingent Fee – The successful bidder(s) hereby represents that they have not retained anyone to solicit or secure this contract from MCPS upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for bona fide employees or bona fide established commercial selling agencies maintained by the person so representing for the purpose of securing business, or any attorney rendering professional legal services consistent with applicable canons of ethics.
3. Assignments – Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the successful vendor except as expressly authorized in writing by MCPS and no contract shall be made by the successful vendor with any other party for furnishing any of the work or services herein contracted for without the written approval of MCPS.
4. Disputes – Any dispute concerning a question of fact arising under this contract shall be disposed of by written agreement between the Contractor and the MCPS Capital Improvements Contracting Officer. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the contract performance.

II. CONTRACT ADMINISTRATION**A. PRE-CONSTRUCTION MEETING**

1. The MCPS Contract Office reserves the right to convene a meeting with the apparent awardees prior to awarding a contract. The purpose of this meeting is to afford all parties an opportunity to discuss any aspects of the project and contract execution, which may be of concern for the successful and timely completion of the project.
2. Documents required elsewhere in this solicitation, such as service and warranty agreements, shall be provided at this meeting.
3. Issues raised during this meeting that cannot be resolved to the satisfaction of MCPS will be reason to reject the RFP response and to consider the next Contractor.

B. CONTRACT SECURITY

1. Security may be in the form of Certified Cashier's or Bank Treasurer's Check **OR** Bonds (AIA Documents A-311, A-312). The bonding firm must be licensed to do business in the State of Maryland. The Performance and Payment Bonds shall be executed using AIA Document A312, Payment Bond. See Attached **APENDIX I**.
2. Upon receipt of the Award Notification letter, the successful bidder shall deliver to MCPS within **five working days security**, requirements which are:

Performance and Payment Bonds – Bonds are required for contracts in excess of \$50,000.00. The bidder shall provide bonds in the amount of the total contract value, or for \$100,000.00, whichever is less.
3. If bond(s) are to be used for contract security, the cost of the bond(s) shall be borne by the Contractor and included in proposal project cost. Note: Failure to supply the Contract Securities as specified will be considered a non-responsive RFP offer.

C. POST RFP SUBMISSIONS

1. The Contractor may be required to supply **within 48 hours** after MCPS requests, applicable business and Contractors licenses, master licenses for trades appropriate for work to be performed, and/or company financial statements, etc., as required to allow MCPS time for contractor evaluation. **Failure to supply a copy as specified may disqualify your RFP proposal.**
2. Sub-Contractors
 - a. **MCPS must approve all sub-contracting work in advance;** it is MCPS' intent that the successful bidder has the in-house resources to perform the primary task and only sub-contract secondary task(s) in which they do not specialize, e.g., electrical, mechanical and/or plumbing, etc. The contractor shall supply a complete list of all sub-contractors and the cost of their work

for evaluation by MCPS. This list must be submitted within two workdays after MCPS makes the request. **Failure to do so will be grounds for termination.** The Contractor shall be responsible for ensuring that all proposed sub-contractors are in good standing with MCPS and have a minimum of five years of experience performing the type of work they will be performing under this RFP/contract and possess appropriate licensing.

- b. MCPS shall notify the Contractor **in writing** if, after due investigation, there is a reasonable objection to any of the proposed sub-contractors. Failure of MCPS to make an objection to any proposed sub-contractor shall constitute notice of no objection. Each sub-contractor may be required to furnish to MCPS, in duplicate, proof of their financial stability and experience to perform the particular work for which they will be engaged. All contractual agreements between the Contractor and their sub-contractors shall be written, unamended, on the Standard Form of Agreement between Contractor and Sub-Contractor, AIA Document A401 (most recent edition). Upon request, the Contractor shall supply copies of this contract to MCPS **within five workdays**.
 - c. MCPS acceptance of Sub-Contractors in no way relieves the Contractor from being responsible for the total and complete performance of the work for the project: i.e., failures of the Sub-Contractors to satisfactorily perform the work in timely fashion is the Contractor's responsibility and not that of MCPS.
 - d. All work must be performed by a bona-fide licensed trade person.
3. Minority Business Enterprise (MBE) in Public Schools
- a. Certified Minority Business Enterprises are highly encouraged to respond to this solicitation.
 - b. Since state funds may be involved in future project(s) performed under this RFP, **it is important that bidders review the new state revised MBE Procedures carefully to ensure compliance.** There is a **10% MBE goal set for this RFP.** On future state funded project(s) that may be performed under this RFP and exceed \$50,000 a new MBE goal may be established based on the scope and size of the work. The bidder may be required to solicit MBE participation, which will include providing revised Certified MBE Utilization and Fair Solicitation Affidavit (Attachment A) and the MBE Participation Schedule (Attachment B) along with other required MBE forms that may be applicable. Bidders are always strongly encouraged to make a good faith effort to solicit Certified Minority Business participation to provide materials, supplies, equipment, and/or service whenever possible at any time prior to bidding or throughout the course of the project.
 - c. Refer to the document, MINORITY BUSINESS ENTERPRISE PROCEDURES, September 22, 2008, included with this RFP solicitation package under **APPENDIX A.**
 - d. The Certified MBE Utilization and Fair Solicitation Affidavit (Attachment A) and the MBE Participation Schedule (Attachment B) located herein under **APPENDIX A., must be completed and submitted with the RFP proposal** identifying the bidder's specific

commitment of certified minority business. *Failure to supply as specified may disqualify your RFP proposal.*

- e. Contact the MCPS MBE Liaison, Mrs. Donna Hanson, at 240-314-1031; regarding any other MBE procedure questions. The current listing of MBE Certified Contractors can be obtained at http://mbe.mdot.state.md.us/directory/search_select.asp.

4. Submit Evidence of Insurance

a. Insurance

See Article XXI of the General Stipulations and Instructions to Bidders. The successful Contractor(s) shall submit an actual certificate of insurance made in favor of MCPS within five workdays after an award of RFP/contract.

b. Additional Insurance

The Montgomery County Board of Education shall be named as an additional insured on all liability policies.

c. Policy Cancellation/Certificate Holder

- 1) Sixty days written notice of cancellation or material change in any of the policies is required.
- 2) The Procurement Unit, Montgomery County of Board of Education shall be the insurance certificate holder.

5. Invoicing

- a. Bidder shall submit invoices preferred electronically to Project Coordinator or Contract Officer, via email or regular mail to Project Coordinator at **Montgomery County Public Schools, 45 West Gude Drive, Suite 4300, Rockville, Maryland 20850** for payment approval. **All invoices shall identify pertinent information such as purchase order number and building name where work was performed.** The MCPS Project Coordinator shall submit invoices and receiving reports to the Division of Controller to process payments, and shall specify final or partial payments.
- b. A completed State of Maryland, "CERTIFIED MINORITY BUSINESS ENTERPRISE PARTICIPATION STANDARD MONTHLY CONTRACTOR'S REQUISITION FOR PAYMENT" IAC/PSCP Form 306.4 **must** accompany **all** invoices (**See Appendix A, Attachment G herein.**) No invoices will be processed for payment without this form being submitted. **INVOICES THAT DO NOT HAVE PAYMENTS TO MBE SUB-CONTRACTORS IDENTIFY BY PLACING A ZERO ON THIS FORM.**
- c. **MCPS is not obligated to make any partial payments.** However, partial payments may be considered based upon the Contractor's justification of expenditures and satisfactory work

performed up to 75% of the total contract cost. The remaining balance will be paid upon MCPS acceptance of the project as being 100% complete and in compliance with specifications. MCPS will refrain from making any partial payments if, in MCPS' opinion, the project falls behind schedule. MCPS may resume making partial payments once all delays have been overcome and the project is back on schedule. Final payment shall be made after the project is complete in all detail as specified and accepted by the MCPS Project Coordinator.

- d. Partial payment invoices shall be accompanied by a detailed schedule of values allocated to various portions of the work (similar to AIA Documents G702 & G703). This schedule, unless objected to by the MCPS Project Coordinator, shall be used as a basis for reviewing the Contractor's application for partial payment.

6. Permits & Inspection

The Contractor shall obtain all required permits, pay all fees, and certify that other required permits have been obtained prior to commencing work. Upon completion of all work, obtain all certificates of inspections required and deliver them to the MCPS Project Coordinator. All required permit certificates and related documentation shall be submitted to the MCPS Project Coordinator for approval prior to final payment.

The Contractor is responsible for determining the permitting jurisdiction that has authority and what permits are required such as Montgomery County Government, City of Rockville, City of Gaithersburg, and Town of Poolesville, etc.

D. STATE FUNDED PROJECT COMPLIANCE REQUIREMENTS

1. The Contractor shall complete and submit to MCPS, CONTRACTOR'S CERTIFICATION OF RECEIPT OF PAYMENT, included with this RFP solicitation package under **APPENDIX B**. This form shall be completed after the Contractor has received payments from MCPS exceeding the amount of the State funding. At the time of the contract award, the Contractor shall be informed of the actual dollar amount being funded by the State for the project. Once the Contractor has received payment from MCPS exceeding this amount, the Contractor shall have ten days in which to submit CONTRACTOR'S CERTIFICATION OF RECEIPT OF PAYMENT to MCPS. No further payments will be made to the Contractor until this form has been submitted.
2. THE CONSTRUCTION SIGN SHALL BE ERECTED FOR ALL STATE OF MARYLAND SCHOOL FUNDED CONSTRUCTION PROGRAM PROJECTS THAT EXCEED \$100,000.00. The Contractor shall supply and install the sign as specified herein in **APPENDIX C** on the project site. The Contractor has the option of making a specified sign or obtaining the sign from MCE Sign Platt (a State Agency) at 410-799-5102 or 5103. The current price from Maryland Correctional Enterprises for this sign is \$525.00 with a lead-time of approximately one week. The Contractor shall coordinate the location of the sign with the MCPS Project Coordinator. The Contractor shall remove the sign and restore the site to its original condition upon the completion of the contract. It will be MCPS option to either retain the sign for future use or have the Contractor dispose of the sign.

E. MARYLAND BUY AMERICAN STEEL ACT

Steel purchased under this RFP must be in compliance with the “Maryland Buy American Steel Act “, Sections 17-301 to 17-306 of the State Finance and Procurement Article of the Annotated Code of Maryland. This applies to steel purchases that are combined or a single purchase that is composed of at least 10,000 pounds of steel products. More detailed information can be found at: <http://www.dsd.state.md.us/comar/AnnotCodeIdx/StateFinProclIndex.htm> it is the bidder’s responsibility to be in compliance as required if purchasing steel in excess of 10,000 pounds.

F. SALES TAX

Section 326 (a) of Chapter 452 of the Laws of Maryland, 1968, provides, among other things, for the taxation of “any sale . . . of tangible personal property to the Contractors or Builders to be used for the construction, repair, or alteration of real property....” Sales tax, as applicable, shall be included in any RFP made to the Board of Education of Montgomery County, Maryland.

G. PERFORMANCE

1. The Contractor(s) shall specify whether they can provide services during periods outside of normal business hours to include evenings and weekends. MCPS anticipates that work will usually occur during normal business hours. However, some projects, to be determined on a case-by-case basis, may require the Contractor to perform work other than during normal business hours.
2. The Contractor(s) may be asked to provide painting services for multiple school sites concurrently. The Contractor must provide an estimate of the number of site installations they can support at one time.
3. **The Contractor shall have on the job site at least one person fluent in English at all times and one person who has an MCPS badge at all times.**
4. **The Contractor(s) must provide to the MCPS Project Coordinator cellular telephone numbers and email addresses of project managers to allow for day-to-day direct communications.**
5. Work is to be completed in a timely workmanlike manner; fumes, odors, materials, and work procedures will be controlled to protect occupants and property from harm and damage.
6. The Contractor(s) shall furnish the services of an experienced supervisor, who shall be in charge of the work and provide direction to the crew at all times. The supervisor shall provide constant direction to the crew. The Contractor(s) shall provide the names of the crew assigned to each project. The crew and supervisor must remain the same throughout each project. After the project has started, any employee changes must be approved by the MCPS Project Coordinator prior to the employee reporting to the job.
7. The Contractors and employees:

- a. Contractors are highly encouraged to have all employees complete the fingerprint and background check, so they can receive a MCPS badge. All workers will be required to check in daily at the facility's main office to receive identification badges that shall be worn while on premises. These badges must be returned to MCPS daily.
 - b. Use of any form of tobacco products, liquor, and/or illegal drugs is not permitted in MCPS buildings and on grounds.
 - c. May not routinely use facility equipment and buildings, i.e., telephone, lounges, toilet rooms, parking lots, etc. The MCPS Project Coordinator will designate such facilities authorized for Contractor use.
8. All work shall be scheduled to the mutual satisfaction of the School Administration and the MCPS Project Coordinator to avoid conflicts with school activities.
 9. Work area shall be left clean and ready for use after the installation. The Contractor must remove all debris generated by the work from the premises daily adhering to **Montgomery County Solid Waste and Recycling Regulation NO. 15-04 AM, COMCOR 48.00.03**. The Contractor shall track all recyclable materials such as metal, concrete, asphalt, cardboard, etc., and provide to MCPS recyclable amounts by weight.
 10. Installation shall be performed in strict compliance with the latest local, state, and federal regulations having authority. The Maryland Occupational Safety and Health Administration Hazard Communication Standards and the Occupational Safety and Health Administration Hazard Communication Standards must be followed.
 11. Upon completion of all work, any and all damage to the school building and grounds as a result of the work shall be restored to a condition as good as existed prior to damage. Damaged lawns shall be re-sodded; damaged shrubs and trees shall be replaced.
 12. **Failure to perform in accordance with MCPS specifications and industry standards may result in the Contractor being removed from the approved bidder list to participate in future Invitations for Bid or Requests for Proposal for a period of two years.**

H. CHANGES IN THE WORK

1. Should it be desired to make alterations or changes at any time during the progress of the work or to add to or delete work, MCPS shall have the undisputed right to make such changes, additions, omissions, or alterations by written order. An MCPS CHANGE ORDER FORM under APPENDIX E must be completed and signed by both MCPS and Contractor's authorized representative as identified on the form. All Change Order Forms, Proposals and other supporting documentation relating to additional work must be supplied to the MCPS Project Coordinator within one week from the time the Change Order need is identified. No cost increases to the contract will be paid without a completed Change Order Form signed by both parties. **Approved Change orders do not automatically revise completion dates.** It is the Contractor's responsibility to provide a written request for an extension, with an explanation of justification as they deem

necessary. Using approved change orders as the rationale for not completing on time will not be accepted without an MCPS approved extension. If work is performed without MCPS authorization and/or written Change Order, the contractor will be subject to reversing said work, or work and/or materials should remain at no cost to MCPS. This shall be solely at MCPS' discretion.

2. The allowable, "all inclusive" mark-up for combined overhead, bonds, fringe benefits, union fees, equipment, tools and profit for work performed by the prime Contractor shall be based on the monetary value of the work not to exceed the following rates:

<u>Value of Work</u>	<u>Combined Overhead & Profit</u>
\$0 - \$1,000	20%
\$1,001 - \$4,999	18%
\$5,000 - \$9,999	16%
\$10,000 - \$24,999	14%
Over \$24,999	Negotiated but not more than 10%

This schedule applies to work done by the prime Contractor or by a Sub-Contractor(s). The prime Contractor shall be allowed not more than 8% of the Sub-Contractor's all-inclusive cost for combined overhead, bonds, fringe benefits, union fees small equipment, tools, and profit for labor, materials.

3. The Contractor shall furnish supporting documentation with all Change Order requests for all credits and/or extras. At a minimum, change order requests shall include a description of the work, detailed material lists, cost of materials (actual Contractor costs, not list prices), man-hours and rates. The contractor shall not use any sub-contractor that is not willing to provide an itemized proposal as required by MCPS. The same material costs, man-hours and rates, supervision, overhead, and profit shall be applied equally to all credits.

I. LATE CHARGES FOR FAILURE TO COMPLETE ON TIME

1. MCPS shall retain \$500.00 per calendar day of delay beyond the completion date stipulated on each accepted proposal, for the first five days. MCPS shall retain \$1,000.00 for each calendar day thereafter. The late charges shall be assessed by MCPS as a result of the late completion. This shall apply if the Contractor fails to meet any specified target date as identified herein unless a written approval for an extension has been granted by MCPS.
2. Failure to complete the work within the time specified will entitle MCPS to late charges. These charges will be deducted and retained out of any monies due to the Contractor under this RFP/contract for the sum stated in the above paragraph for each calendar day required to complete the work beyond the agreed upon and documented completion date. This includes Saturdays, Sundays, and legal Holidays.
3. If necessary, to reach a proper stopping place in any portion of work or to complete work within proposal/contract time limit, both the Contractor's and the Sub-Contractor's workforces shall work

overtime without additional cost to the proposal/contract price. The Contractor shall be responsible for all incidental cost in connection with such overtime work including, but not limited to, MCPS building service overtime required.

4. If work falls behind schedule, as determined by the MCPS Project Coordinator, the Contractor shall provide, at their own expense, additional labor and/or equipment, overtime pay, etc., as required to overcome delays including, but not limited to, MCPS building service overtime as required.
5. The MCPS Contract Officer will review requests for extension of completion time due to strikes, lack of materials, and/or any other condition, over which the Contractor has no control. A written application for extension shall be made immediately upon occurrence of conditions that, in the opinion of the Contractor requires such an extension, with reason clearly stated and a detailed proof for each such delay. The delay of MCPS issuing a purchase order does not automatically alter any completion dates. If in the Contractor's view, the delay of a purchase order has a negative effect on completion of the contract within the dates specified, they must notify MCPS in writing immediately. Using the rationale that a purchase order was issued late, at the conclusion of the work will not be an acceptable reason for requesting a contract extension. No time extension will be allowed except by the final written approval of the MCPS Contract Officer. No requests for an extension due to weather conditions will be considered unless accompanied by documentary evidence supplied by the NOAA's National Weather Service showing, by comparison, that such weather suffered is abnormal to any of the past five years as recorded. **No request for an extension will be considered by MCPS if received from the Contractor after the previously agreed completion date has passed. Late charges will be automatically deducted from the money owed.**

J. CONTRACTOR'S OVERTIME PROCEDURE

If the Contractor chooses to work overtime for any reason and secures approval from the Project Coordinator to do so, the Contractor shall be responsible for any associated costs including MCPS building service staff, etc. The building service staff overtime rate is \$35.00 per hour. All overtime work must be requested, **in writing**, to the MCPS Project Coordinator, at least 48 hours in advance. This will allow MCPS staff sufficient time to coordinate the required building service staff participation. The Overtime Reimbursement Agreement under **APPENDIX F** must be completed and signed by MCPS and the Contractor before the work is to be performed. The request must identify the dates and times the Contractor proposes to work. Without written request and the Overtime Reimbursement Agreement, MCPS will not approve any overtime.

K. MCPS CONTRACT OFFICE SUPERVISOR/PROJECT COORDINATOR

1. The Capital Improvements Contracting Office Supervisor will represent MCPS in the execution of this contract. No changes in contract conditions or specifications will be made without the Capital Improvements Contracting Office Supervisor's approval and authorization by the Team Leader of the Procurement Unit.

2. After the award the MCPS Project Coordinator who will handle day-to-day operation and installation coordination will contact you. Scheduling work onsite must be made through the MCPS Project Coordinator.
3. The MCPS Project Coordinator is authorized to:
 - a. Serve as liaison between MCPS and the Contractor;
 - b. Give direction to the Contractor to ensure satisfactory and complete performance;
 - c. Monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;
 - d. Serve as records custodian for this contract;
 - e. Accept or reject the Contractor's performance;
 - f. Furnish timely written notice of the Contractor's performance failure to the MCPS Capital Improvements Contracting Office Supervisor, with a copy to the Procurement Unit;
 - g. Prepare required reports;
 - h. Approve or reject invoices for payment and submitted construction schedules;
 - i. Recommend contract modifications or terminations to the MCPS Capital Improvements Contracting Office Supervisor, with copies to the Procurement Unit;
 - j. Issue notices to the Contractor to proceed with the project after receiving signed Change Order as required.
4. The MCPS Project Coordinator **is not authorized** to make any determination - as opposed to recommendations - that alter, modify, terminate, or cancel the contract, affect procurement, interpret ambiguities in the contract language, or waive MCPS contractual rights.

L. QUALITY ASSURANCE

1. The Contractor shall perform all work in accordance with the manufacturer's instructions/procedures and MCPS specifications herein. All Contractor(s) responding to this RFP shall have been in business and be regularly engaged in the type of work, which is specified herein, for a minimum of five years. **Work performed under this RFP/contract shall be performed with bona-fide, full-time employees of the successful Contractor whenever possible. If part-time Sub-Contractors are used, they must be pre-approved by the MCPS Project Coordinator. Appropriately licensed trade persons shall perform all trade work. A copy of these licenses must be submitted to MCPS prior to performing any work.**

2. The successful Contractor must be certified or shall agree to secure the certification by the United States, Environmental Protection Agency (EPA) as a "Lead-Safe Firm" under the Lead Renovation, Repair and Painting Rule. If the bidder has valid certification they shall provide a copy with the RFP response. If not, the contractor must agree to secure the required certification within ninety (90) days of notification of intent to award. The bidder shall pay all fees as required. The Contractor must maintain this certification throughout the term of this contract. Visit link <http://www.2.epa.gov/lead/epa-lead-safe-certification-program> for additional certification information. Copy of Certification shall be submitted with RFP submission.

M. PROJECT CLOSE-OUT

1. Initial Installation Punch-out
 - a. The Contractor shall notify the MCPS Project Coordinator, **in writing**, that the work is ready for punch-out inspection. Punch-out shall occur sufficiently in advance of the proposed **completion date** to afford the Contractor time to rectify punch list corrections. Before calling for a punch-out, work shall be completed and all areas shall be clear of construction materials and debris.
 - b. During punch-out, the following individuals shall be present:
 - 1) Authorized representatives of MCPS
 - 2) Contractor
 - c. Upon completion of a punch-out, a written punch list will be prepared by the Contractor and submitted to MCPS within five workdays
2. The Contractor shall notify the MCPS Project Coordinator, **in writing**, for a final inspection once all related punch list items have been completed. All punch-out and final inspections shall be performed well in advance of the completion date to allow for corrections. **Late fees shall accrue until all punch list items are 100% complete.**
3. The Contractor is entitled to one punch-out inspection and one final inspection for each proposal under the terms of the contract with MCPS. Any additional inspection by MCPS staff due to the Contractor's failure to complete the punch-out items will result in deductions of costs incurred by MCPS for such inspections from the Contractor's final invoice.
4. The Contractor shall provide written warranty statements indicating the start and end of warranty dates to be signed by both the Contractor and the MCPS Project Coordinator. The starting date shall be the date the final invoice for payment to the Contractor is signed and approved by the MCPS Project Coordinator.

III. DETAILED SPECIFICATIONS**A. INTENT**

These specifications are intended to cover the requirements for a full and/or a partial painting project of various MCPS facilities on and as needed basis. The project may include repairs such as scraping, caulking, and sanding of various surfaces, re-glazing of windows, etc. to make a project complete. All surfaces will be repaired to a new like finish. Contractors will be asked to provide proposals to perform work based on the individual hourly labor rates, plus the cost of the material. The proposals shall include each line item and quantities utilized to develop project costs. All proposals must be itemized identifying all labor, material, etc., required to complete the project.

B. EXECUTION

Painting products shall be applied in strict accordance with MCPS specifications herein, manufacturer instructions and industry standards in regard to the preparation of surfaces, environmental conditions, and applications.

C. TYPICAL INTERIOR AREAS REQUIRING PAINTING AT SCHOOLS/FACILITIES

Paint all **previously painted** interior surfaces includes, but are not limited to:

1. Main Office Suite and All Connected Rooms

Paint all ceilings, walls, door frames and jambs, painted hardware, electrical wire molding, conduits, boxes, panel covers, radiators, and radiator/shelf system combination units.

2. Health Suite and All Connected Rooms

Paint all ceilings, walls, door frames and jambs, painted hardware, electrical wire molding, conduits, boxes, panel covers, radiators, and radiator/shelf system combination units.

3. Media Rooms and All Connected Rooms

Paint all ceilings, ceiling vents and diffusers, walls, wall vents, the interior side of exterior doors, door frames and jambs, door transom panels door vents, steel window frames, window wall frames and panels, painted hardware, electrical wire molding, conduits, boxes, panels, and radiators.

4. Conference Room and All Connected Rooms

Paint all walls, wall vents, closet shelving and supports, door frames and jambs, painted hardware, electrical wire molding, conduits, boxes, panel cover, radiators and radiator/shelf system combination units.

5. Physical Education Office and All Connected Rooms

Paint all walls, wall vents, door frames and jambs, painted hardware, electrical wire molding, conduits, boxes, panel covers, radiators, radiator/shelf system combination units.

6. Multi-Purpose Room Including Storage and Chair Rooms

Paint all ceilings, ceiling vents and diffusers, walls, wall vents, steel doors under front of stage, interior side of exterior doors, door frames and jambs, previously painted hardware, electrical wire molding, conduits, boxes and panel covers.

7. Stage Area

Paint all ceilings, ceiling vents and diffusers, walls, wall vents, previously painted concrete at stairs, stair railings and stair risers.

8. Kitchen and All Connected Rooms

Paint all painted ceilings, ceiling vents and diffusers, walls, wall vents, painted storage shelving and supports, interior side of exterior doors, screen door, door frames and jambs, previously painted hardware, electrical wire molding, conduits, boxes, panel covers, radiators, pipes, sinks, fan hoods, radiators, previously painted components of service counter, cabinets and tables, prep tables, sink cabinets and counters, ovens, racks and cabinets.

9. All Custodial Closets

Paint all ceilings, ceiling vents and diffusers, walls, wall vents, closet shelving and supports, door frames and jambs, painted hardware, electrical wire molding, conduits, boxes, panel covers, and pipes.

10. All Storage Rooms

Paint all ceilings, ceiling vents and diffusers, walls, wall vents, closet shelving and supports, door frames and jambs, painted hardware, electric wire molding, conduits, boxes, panel covers, and pipes.

11. Reading Room and All Connected Rooms

Paint all walls, wall vents, door frames and jambs, painted hardware, electrical wire, molding conduits, boxes, panel covers, radiators, and radiator/shelf system combination units.

12. Classrooms and All Shared Prep, Storage Rooms, Bathrooms, and All Connected Rooms

Paint all ceilings, ceiling vents and diffusers, walls, wall vents, door frames and jambs, steel window and transom frames, painted hardware, electrical

wire molding, conduits, boxes, panel covers, radiators, radiator/shelf system combination units.

13. Teacher's Room and All Connected Rooms

Paint all walls, door frames and jambs, painted hardware, electrical wire molding, conduits, boxes, panel covers, radiators, and radiator/shelf system combination units.

14. All Lavatories (Corridor Bathrooms)

Paint all ceilings, ceiling vents and diffusers, walls, wall vents, door frames and jambs, previously painted hardware, electrical wire molding, conduits, boxes, panel covers and lavatory stall partitions.

15. Building Supervisor's Office and All Connected Rooms

Paint all ceilings, ceiling vents and diffusers, walls, wall vents, previously painted closet shelving and supports, door frames and jambs, painted hardware, electrical wire molding, conduits, panel boxes, panel covers, and radiators.

16. All Corridors, Hallways and Vestibules

Paint all ceilings in corridor – needlepoint tile only, ceiling vents and diffusers, previously painted walls, wall vents, interior side of exterior doors, door frames and jambs, previously painted hardware, electrical wire molding, conduits, boxes, panel covers, radiators, metal frames, steel gates, railings and fire extinguisher cabinets.

17. Gymnasiums, Auxiliary Gyms and all connecting Athletic rooms

Paint all ceilings including bar joists and framework, walls, doors, frames, vents, panel covers, boxes conduit, bleachers, basketball backboards and connecting framework and any other previously painted surfaces.

18. Polyurethane all existing interior wood doors and paint all metal doors throughout the building.

19. **Do not paint aluminum or stainless-steel surfaces previously not painted.**

20. **Do not paint over unpainted ceramic tile.**

21. **Do not paint over murals unless directed by the MCPS Project Coordinator.**

22. **Do not paint over MCPS barcode labels.**

D. TYPICAL EXTERIOR AREAS REQUIRING PAINTING AT SCHOOLS/FACILITIES

Paint **all previously painted** exterior surfaces including, but not limited to, the following areas or items:

1. All painted masonry surfaces, i.e., piers, abutments, foundation walls, block and brick walls.
2. All tectum (seaweed) soffits (spot prime with approved primer where stained), stucco soffits and ceilings.
3. All painted steel and metal work, i.e., structural steel, roof perimeter, steel, soffit channels (full prime roof perimeter steel and soffit channels), lintels, posts, columns, horizontal beams and tubes, connecting plates and flanges, window wall horizontal and vertical members including bottom sills and all canopy roof components.
4. Wall vents and louvers.
5. Doors, window and door frames and trim including transom and side light frames.
6. Window sills, sashes and panels, wall panels, previously painted door and window hardware.
7. Paint both sides of all doors where interior and exterior color match.
8. Painted electrical fixture covers, brackets, conduits (prime and paint new conduit), plumbing, piping, meters, and air conditioner support brackets.
9. Access doors and covers and wood bench support frames.
10. Railings, protective posts at doors and walkways and pipe doorstops.
11. Ladders including single rung ladders.
12. Flashing, vent pipes, vent caps, vent hoods, drain covers and grates, hatch covers and chimney screens.
13. Rooftop equipment housings and ductwork, structural supports, down spouts and drain pipes, and boots.
14. Metal roof surfaces, fascia, soffits, and ceilings.
15. Outdoor education equipment such as grandstand, bleachers, basketball hoop and poles, etc.

16. **Do not paint stainless steel, aluminum, copper, bronze or galvanized surfaces not previously painted. Do not paint concrete curbs.**
17. All wood structural members, i.e., posts, columns, beams, and bracing.
18. All woodwork, i.e., basketball hoop backboards, plywood window transom and window all panels.
19. School name, sign, letters and backboard.
20. Courtyard exterior surfaces are included in items to be painted.
21. Remove all paint from concrete curbs.

E. MCPS APPROVED PAINTING PRODUCTS

1. **Primers/Caulking: Exterior & Interior**
 - a. Sherwin-Williams: Pro-Industrial Pro Cryl Universal Primer
 - b. Sherwin-Williams: Loxon Block Primer
 - c. Sherwin-Williams: Loxon Concrete and Masonry Primer/Sealer
 - d. Sherwin-Williams: Preprite Block Filler
 - e. Sherwin-Williams; Preprite Pro Block Latex Primer/Sealer
 - f. Sherwin-Williams: ProMar Zero VOC Latex Primer
 - g. Sherwin-Williams; Heavy Duty Block Primer
 - h. Sherwin-Williams: Caulking; Magnum XL
 - i. Sherwin-Williams: Extreme Bond Int/Ext bonding Primer
 - j. Sherwin-Williams Extreme Block Int/Ext Waterbased Stain Blocking Primer
 - k. PPG Pittsburg Paints: Seal Grip Universal Primer (Int/Ext)
 - l. PPG Pittsburg Caulking: Top Gun 200
 - m. PPG Pitt-Tech plus DTM Acrylic Primer/Finish
 - n. McCormick: XIM 03 Uma Advanced Technology Primer Sealer Bonder
 - o. McCormick: Unix Stain Blocking Primer

- p. McCormick 1st Step Interior Latex Primer/Sealer
- q. McCormick: 1st Step Int/Ext Acrylic Block Filler
- r. McCormick: Permalock Int/Ext Masonry Primer
- s. McCormick: Flex Seal 400 Caulk

2. **Interior Finish Coatings**

- a. Sherwin-Williams: DTM
- b. Sherwin-Williams: ProMar 200 Zero VOC Flat, Eggshell, Semi-Gloss
- c. Sherwin-Williams: ProMar 400 Zero VOC Flat, Eggshell, Semi-Gloss
- d. Sherwin-Williams: Pro Industrial Pre-Catalyzed Water based Epoxy
- e. Sherwin-Williams: Pro Industrial Acrylic
- f. Sherwin-Williams: Pro Industrial Water Based Catalyzed Epoxy
- g. Sherwin-Williams: Armor Seal Tread Plex (Light Duty Floors)
- h. Sherwin-Williams: Armor Seal 8100(B70-Series) Water based epoxy floor coating.
- i. McCormick Industrial Coatings: DTM-Interlock
- j. McCormick Industrial Coatings: Revo Zero VOC Flat, Eggshell, Semi-Gloss
- k. McCormick: Pre-Catalyzed Water Borne Epoxy Semi-Gloss
- l. McCormick: Total Advantage 0 VOC Flat, Eggshell, Semi-Gloss
- l. PPG Pittsburg Paints: Speedhide Zero VOC Egg Shell
- m. PPG Pittsburg Paints: Speedhide Zero VOC Flat
- n. PPG Pittsburg Paints: Speedhide Zero VOC Semi-Gloss
- o. PPG Pittsburg Paints: Wallhide Flat. Eggshell, Semi-gloss
- p. PPG Pittsburgh Paints: Pitt-Glaze WB1 PreCat Semi- gloss epoxy
- q. PPG Pittsburgh Paints: Pitt-Tech Plus WB Int/Ext DTM Semi-gloss
- r. PPG Pittsburgh Paints: Aquapon WB Epoxy Semi-gloss

- s. PPG Pure Performance Zero VOC Flat, Eggshell, Semi-Gloss
- t. PPG Manor Hall Interior Latex Flat, Eggshell, Semi-Gloss

3. **Interior Wood Finish**

- a. Sherwin-Williams: Stain Various Colors, Minwax
- b. Sherwin-Williams: Varnish Polyurethane Satin
- c. Sherwin-Williams: Varnish Polyurethane Gloss

4. **Exterior Finish Coating**

- a. Sherwin-Williams: DTM
- b. Sherwin-Williams: A100 Flat, Semi-Gloss or High Gloss
- c. Sherwin-Williams: Pro Industrial Acrylic Coating
- d. Sherwin-Williams: Duration Exterior Acrylic Coating
- e. Sherwin-Williams: Resilience Acrylic Exterior coating
- f. Sherwin-Williams: Loxon Exterior Concrete and Masonry Solutions
- g. Sherwin-Williams: Conflex XL Elastomeric (stucco, E.I.F.S)
- h. McCormick: Industrial Coatings Generation LX Acrylic Latex Satin
- i. McCormick Industrial Coatings Generation LX Acrylic Latex Semi-Gloss
- j. McCormick: Industrial Coatings State House Flat or Semi-Gloss
- k. PPG Pittsburgh Paints: Permaizer Exterior Flat or Semi-Gloss
- l. PPG Pittsburgh Paints: AcriShield Exterior Flat or Semi-Gloss
- m. PPG Pittsburgh Paints: Permacrete Elastomeric Smooth
- n. PPG Pittsburgh Paint: Permacrete Masonry Surface Sealer Clear or White

F. ENVIRONMENTS

1. Storage of paint materials and equipment shall be maintained in a neat and orderly condition in well-ventilated rooms or spaces.

2. **HAZARDOUS MATERIALS**

All cleaning rags, solvents and waste materials shall be deposited in metal containers which have tight covers, and they shall be safely disposed of OFF MCPS PROPERTY, at the end of each workday in accordance with EPA regulations.

3. Climatic conditions-painting shall be performed under conditions suitable for the production of good durable work.
4. Paint shall not be applied to either wet or damp surfaces.
5. Interior painting shall not be applied when the temperature is below 50°F.
6. Enamel shall not be applied when the temperature is below 50°F.
7. Exterior painting shall not be performed in frosty, foggy, excessively humid weather or when the temperature is below 50°F.

G. SURFACE PREPARATION

1. Grease, loose, disintegrated and/or foreign material including tape, glue etc., shall be removed from all surfaces. All walls will be sanded before paint is applied. The use of high-pressure washer is recommended on exterior walls. Where existing paint and factory finish provided by other trades have become abraded or damaged, they shall be restored as required prior to receiving final coatings. Freshly painted surfaces shall be protected. All enclosed surfaces shall be broom clean before painting operations begin.
2. All work shall be primed with one coat of MCPS approved primer.
3. Enamels shall be allowed to dry as directed by the paint label directions. sand lightly with No. 00 sandpaper before applying succeeding coats, unless otherwise directed.
4. Metal surfaces shall be made thoroughly clean, using vinegar or acid as required to remove all foreign matter including loose paint grease, oil, etc., before painting. All painted surfaces shall be sanded, cleaned, and primed before finish coat can be applied.

H. SURFACE EXAMINATIONS

All surfaces shall be examined prior to painting. Surfaces which cannot be put into proper condition to receive paint or finish shall be reported to the MCPS Project Coordinator. Failure to submit a report and obtain MCPS approval shall constitute acknowledgement by the Contractor that all existing conditions and work are in good condition. The Contractor assumes, full, unconditional responsibility for existing conditions.

I. PREPARATION OF CONCRETE, CEMENTIOUS AND WOOD SURFACES**1. Concrete and Masonry****a. Dirt, Grease, and Oil**

Wash new and existing uncoated surfaces with a solution composed of 2/3 cup trisodium phosphate, 1/3 cup liquid household detergent, and three quarts of warm water. Rinse thoroughly with fresh water. Wash existing coated surface with a suitable detergent and rinse thoroughly with fresh water. For large areas, water blasting may be used.

b. Fungus and Mold

Wash new and existing uncoated surfaces with a solution composed 2/3 cup trisodium phosphate, 1/3 cup liquid household detergent, and one quart 5% sodium hypochlorite solution (household bleach) and three quarts of warm water. Rinse thoroughly with fresh water.

c. Glaze and Loose Particles

Remove by wire brushing.

d. Efflorescence

Remove by scraping or wire brushing, followed by washing with a five to ten percent by weight aqueous solution of hydrochloric (muriatic) acid. Do not allow acid to remain on the surface for more than five minutes before rinsing with fresh water. Do not acid clean more than four square feet of surface, per workman, at one time.

e. Cosmetic Repair of Minor Defects

Repair or fill mortar joints and minor defects, including but not limited to walls, in accordance with manufacturer's recommendations and prior to coating application.

f. Masonry Surfaces

Make surface free of loose mortar, scaling and other foreign matter by cleaning with a wire brush. All voids in the work shall have been pointed and all mortar blotches and streaks removed. Surfaces shall be lightly sprayed with water to improve adhesion for water-thinned products.

g. Concrete Surfaces

Surfaces shall be thoroughly cleaned and spackled, as required, to produce a smooth surface.

h. Drivit/E.I.F.S (stucco) Surfaces

Repair cracks and holes in accordance with manufacturer's recommendations prior to coating application. This work shall be performed at the square foot price offered on the Quotation Form herein.

i. Wood Surfaces

Scrape, patch, and sand prior to priming. Priming shall be done, as required, to produce a smooth surface. When patched areas are dry, they shall be flushed, sealed, and spot primed with a prime coat material.

j. Drywall Surfaces

Drywall surface shall be returned to new like finish. This includes removing all foreign materials, such as staples, tape, nails, etc., then patching, sanding before priming. All cracks and holes shall be repaired as required to bring surface back to a smooth finish. All patchwork will be spot primed.

k. Caulking

All Cabinets, Countertops, and cracks in block or drywall will be caulked. Old caulking on countertops will be removed before applying new caulk to joint.

J. GENERAL PAINTING INSTRUCTIONS1. Exterior

- a. Outside of building shall be scraped, patched and sanded.
- b. All loose caulking shall be removed and recaulked.
- c. All windows shall be scraped, all loose caulking and glazing shall be removed and recaulked and reglazed. Priming is required before reglazing.

- d. Three (3) coats of paint shall be applied. One coat of approved primer shall be applied and two (2) coats of premium grade exterior color as needed to match the existing finish coat.
- e. All metal surfaces on the school roof, (such as air conditioning units, vent fans, and roof top equipment), shall be properly prepared and painted.
- f. Exterior metals previously painted, shall be properly prepared, primed as required and have two (2) finish coats of high gloss latex paint applied.
- g. Exterior wood previously painted, shall be properly prepared, primed as required and have two (2) finish coats of exterior latex premium paint applied.

2. Interior

- a. Apply three (3) coats of paint on walls, ceilings to be painted. The first coat shall be an approved primer, if needed, tinted to match the finish coats. Two finish coats shall be the best grade of semi-gloss late paint as specified.
- b. All walls shall be painted with the colors as specified in the painting guidelines. Colors are to match the MCPS color chart.
- c. All metal windows and metal bathroom partitions shall have one coat of metal primer and two (2) coats of the best grade of semi-gloss paint as specified. No factory painted windows will be painted.
- d. Some interior painting may need to be done by spraying. Example: gym ceilings, locker rooms etc. **The Contractor shall obtain the MCPS Project Coordinator's approval prior to any spraying**

K. SURFACES TO BE PAINTED

1. Painting under this RFP/contract is intended to include all exposed surfaces which are "NORMALLY" painted or finished on the job site as necessary to produce a properly finished product including, jam and window sill tracks. It is not intended to include factory finished projects or products normally field finished, such as glass, brick, etc. Aluminum paint shall be used on all metal surfaces on the school roof, such as air conditioning units and vent fans.
2. All natural wood surfaces to be coated shall be washed and sanded to remove tape, dirt, wax, etc. before varnishing. Two (2) Finish coats shall be Old Masters Armor Interior Water based clear finish satin polyurethane varnish or MCPS approved equal.
3. Contractor shall mask, protect, and/or otherwise properly cover all surfaces not scheduled or intended to be painted or finished.
4. Patch repair or replace any product improperly painted or finished.
5. All parking lot surfaces shall be painted using line striping machine

equipment. Hand painting will not be allowed. Crosswalks, Stop lines and arrows will be torch down application.

L. PAINT APPLICATION

1. Application shall be done by experienced workers in strict accordance with the manufacturer's printed instructions using an approved method, such as spray, brush or roller method.
2. Paint shall be applied to dry surfaces **ONLY** and no succeeding coat shall be applied for at least twenty-four hours or longer, if required, to allow thorough drying of the preceding coat.
3. All surfaces shall be sanded smooth between coats if required by the manufacturer's instructions. Paint shall be worked thoroughly into all points, angles and crevices without clogging. Each coat shall be worked out evenly and the finished work shall be uniform, smooth, and free from runs, sags, and other marks. Vary color slightly for each successive coat.
4. Touch-Up

Upon completion of other phases of the work, all painted and finished work shall be touched up and restored where damaged or defaced. The entire work shall be left free from blemishes and in perfect condition to the satisfaction of the MPCP Project Coordinator.

M. FIELD QUALITY CONTROL

1. MCPS reserves the right to invoke the following test procedure any time as often as it deems necessary during the period when paint is being applied.
2. MCPS may engage the services of an independent testing laboratory to sample the paint material being used. Samples of material delivered to the project will be taken, identified, sealed and certified in the presence of the contractor.
3. The testing laboratory will do appropriate tests for the following characteristics as required by MCPS.
 - a. Quantitative Materials
 - b. Abrasion Resistance
 - c. Apparent Reflectivity
 - d. Flexibility
 - e. Wash Ability
 - f. Absorption
 - g. Accelerated
 - h. Weathering

- i. Dry Opacity
 - j. Accelerated Yellowness
 - i. Recoating
 - j. Skinning
 - k. Color retention
 - l. Alkali and Mildew Resistance
4. If the test results show that the paint materials do not comply with the specified requirements, stop painting and remove non-complying paint; repaint surfaces coated with the rejected paint; remove rejected paint from previously painted surfaces if, upon repainting with the specified paint, the two coatings are non-compatible. Use corrective methods as directed.