Division of Financial Management
Department of Procurement
MONTGOMERY COUNTY PUBLIC SCHOOLS
45 West Gude Drive, Suite 3100
Rockville, Maryland

Invitation For Bid #4022.9
ON-CALL PAINTING SERVICES

GENERAL CONDITIONS AND SPECIFICATIONS

GENERAL CONDITIONS

A. SCOPE OF WORK

The work includes providing all labor, materials, services, supervision, 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 pre-qualified Contractor(s) will be required to visit various facilities throughout MCPS to take measurements and develop proposals.

B. INTENT

1. The intent of this Invitation For Bid (IFB) is to pre-qualify bona-fide painting contractors to perform services described. Complete the 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 I**.

2. 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. APPENDIX H.**

3. After MCPS evaluation, a maximum of six painting contractors will be selected based on their submissions and will be pre-qualified to participate in providing proposals for future painting services adhering to all conditions and detailed specifications herein.

4. **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.

5. 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. Pre-qualified contractors are expected to participate and provide a response to the request 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 prequalify painting contractors which will be able to respond to requests for individual projects, based on the responses to this IFB, awards to future projects will be made to 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 about the Contractor's ability to perform should the contractor be awarded. 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 the awarded contractor(s). **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. CONTRACT TERM

The term of the contract shall be for one year as stipulated in the bid documents. However, the contract may begin 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 will 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.

E. 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.

F. 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.

1. The Contractor shall have at the worksite, a reasonable number 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.

G. WARRANTY

1. The specifications require that all workmanship and materials should 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.

H. 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 BID 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 BIDs 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 BID may not be considered.

3. If an item specification shows code or model numbers that have been discontinued, the bidder shall state and indicate the current code or model number.

I. 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 BID. 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.

J. 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.

K. 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.

L. INQUIRIES

Inquiries regarding this solicitation must be submitted **in writing**, to Laly Bowers, Senior Buyer, Montgomery County Public Schools, 45 West Gude Drive, Suite 3100, Rockville Maryland 20850, email to Laly_A_Bowers@mcpsmd.org. Questions must be received no later than four business days prior to BID opening in order for the bidder to receive a reply prior to submitting its BID. 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 BID**. 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 project manager and the Procurement Unit Buyer by email to resolve and receive clarification.

M. 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 Department of Planning and Construction (DPC) director. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the contract performance.

N. SAMPLE PROJECT LOCATION, DATE AND TIME

Contractors will be required to provide pricing for the mock-up painting projects with their BID response for the four (4) locations listed below. The on-site meetings will be the Contractor's opportunity to walk the buildings with MCPS staff and discuss the details of the projects. The prices provided shall include all labor (regular and premium) and materials 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 locations are scheduled to be painted Summer 2027. The proposal offered for the mock-up projects will be one of the components used in the evaluation of the bid. **Contractors who are interested in participating in this solicitation MUST attend the Pre-Bid meeting identified below on the date and time specified**. The identified site visits are scheduled for **Thursday, November 12, 2026, starting at 7:30 a.m**. The site visits have 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-Bid meeting will be considered. You must provide a proposal for the project as part of your bid response. No partial submittals will be accepted.**

There will be a Mandatory site visit at the four (4) locations starting November 12, 2026, at 8:00 A.M.

The first meeting will be held at**:**

Rockville High School, 2100 Baltimore Rd, Rockville, MD 20851 The next three (3) visits will occur in succession, starting with**:**

Rockville High School, 2100 Baltimore Rd, Rockville, MD 20851
Kensington Parkwood Elementary School, 4710 Saul Road, Kensington, MD 20895
Fields Road Elementary School, 1 School Drive, Gaithersburg, MD 20878
Clarksburg High School, 22500 Wims Rd, Clarksburg, MD 20871

The Contractor shall provide with the BID 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.

O. SITE INSPECTION

Responses to submit proposals for future projects will only be accepted by the pre-qualified contractors under this solicitation. The Pre-qualified contractors will be required to inspect future work sites, take measurements, and develop proposals as requested by MCPS for future projects. 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.

P. 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 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 BID 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.

Q. 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 BID 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 the Indoor Air Quality Leader 301-926-4378.

R. MANDATORY SUBMISSION

1. **BID Documents**

One original and one copy of the bid response 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 to be considered responsive.

2. **Quotation Form (page 1-4)**

a. Quotations are to be entered on the Quotation Form, **APPENDIX I. Faxed responses are not acceptable. SEALED BID 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 Bid response.** Prices offered shall be valid for acceptance during a period of no less than 90 days from the date of bid opening.

3. **Pre-Qualification Questionnaire, APPENDIX G**

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

4. **Bid submission for Sample Project**

Proposal for listed sample projects:
a. Clarksburg High School
b. Fields Road Elementary School
c. Kensington-Parkwood Elementary School
d. Rockville High School.

5. **Addenda/Errata**

Changes and addenda to a solicitation may occur prior to the bid 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 Department of Procurement by email at procurement@mcpsmd.org and Laly_A_Bowers@mcpsmd.org to confirm that they have all addenda/errata. Failure to acknowledge addenda/errata on the form may result in a bid being deemed non-responsive and consequently rejected.

6. **Licenses/Certifications to be Submitted with BID Response**

Copies of valid licenses must be submitted with the bid 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://ww.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 bid 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 contractor, may be disqualified and removed as MCPS authorized painting contractor.

7. Minority Business Enterprise in Public Schools

The goal has been set at 10% MBE participation Pages D1 through D10 of Attachment D of the MBE procedure **(APPENDIX A),** reflecting minimum 10% MBE participation shall be submitted with your bid. *(See Section II "Contract Administration" for additional MBE information). Failure to supply as specified will disqualify your bid response.*

8. **Bid Security**

1. **SURETY STATEMENT**

The Surety Agent for the Offeror shall provide on his letterhead a letter addressed to Montgomery County Public Schools signed by an authorized representative of the bonding company, stating:

(Name of Applicant) has been a client of (name of surety company) for over ____ years. During that time, we have supported this firm in their pursuit of projects in the $_____ range and total programs in excess of $_____.

We are prepared to provide Bid, Performance, and Payment Bonds on MCPS projects bid between (dates of the contract) _____ and _____ provided (name of applicant) makes application to us at the time of the Bid, and we are satisfied with the prevailing underwriting conditions, including but not limited to, acceptable contract terms, job specifications and acceptable bond forms.

Payment and performance bonds:

For projects over $100,000, the Bidder to whom a contract is awarded must furnish Performance and Payment Bonds, each in the amount of one hundred percent (100%) of the project awarded amount, including executed Change Orders, in the form specified.

These must be provided at the time of the project award notice and prior to the start of any work. **Note: Failure to submit the Bid Security with the bid proposal may be considered non-responsive and may disqualify your bid**

S. MCPS has introduced a new program geared to offer our scholars the opportunity to gain experience with employers before they leave high school by participating is programs such as apprenticeship, internship, site-based work experience and other available programs.

If awarded for the subject bid will be interested willing to offer an MCPS student this opportunity.

If so would you please open the below link and fill out the google sheet, if you are not able to participate please respond to this email at your earliest convenience.

https://www.montgomeryschoolsmd.org/departments/work-based-learning/employers/

A negative reply will not adversely affect consideration of your contract.

Yes, I am interested _____

No, I am unable to participate _____

T. CONTRACTOR'S OBLIGATION REGARDING CRIMINAL RECORDS OF INDIVIDUALS ASSIGNED TO WORK IN MCPS FACILITIES

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.

II. CONTRACT ADMINISTRATION

A. PRE-CONSTRUCTION MEETING

1. MCPS 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 bid 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, or similar). The bonding firm must be licensed to do business in the State of Maryland.

2. The successful bidder(s) shall deliver to MCPS Performance and Payment Bonds **within five working days after receiving notification of award for individual projects with a contract value of $100,000.00 or more. This cost shall be included in the proposal.**

3. The cost of the bond(s) shall be included in all proposal $100,000.00 or more by the contractor. **Note: Failure to supply the Contract Securities as specified will be considered a contract violation and shall be grounds for contract cancellations.**

C. POST BID 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 contactor evaluation. **Failure to supply a copy as specified may disqualify your BID 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 BID/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 satisfactory 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 BID, i**t is important that bidders review the new state revised MBE Procedures carefully to ensure compliance**. There is a **10% MBE goal set for this BID**. On future state funded project(s) that may be performed under this BID 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 BID 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 BID proposal** identifying the bidder's specific commitment of certified minority business. ***Failure to supply as specified may disqualify your BID proposal.***

e. Contact the MCPS MBE Liaison, at 240-740-7700; 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.aspn.

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 BID/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 Department of Procurement, 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 BID 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 BID 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/StateFinProcIndex.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 BID 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. All employees shall have and wear 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 always provide direction to the crew. The supervisor shall provide constant directions 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 shall have all employees complete the fingerprint and background check, so they can receive an 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.

   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 as 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 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 complete 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:

Value of Work	Combined Overhead & Profit
$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 will 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 BID/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 $45.00 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 DEPARTMENT OF PLANNING AND CONSTRUCTION (DPC) PROJECT COORDINATOR

1. The Division of Facilities Management (DPC) will represent MCPS in the execution of this contract. No changes in contract conditions or specifications will be made without the DPC director's approval and authorization by the director of Procurement.

2. After the award the MCPS Project Coordinator, etc., who will handle day-to-day operation and installation coordination will contact you. Scheduling work onsite must be done 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 director of DPC and the director of Procurement;

g. Prepare required reports;

h. Approve or reject invoices for payment and submitted construction schedules;

i. Recommend contract modifications or terminations to the director of DPC, with copies to the director of Procurement;

4. The MCPS Project Coordinator, APM or PM **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 BID 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 BID/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 BID 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 BID 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 fames 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

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c. Sherwin-Williams: Loxon Concrete and Masonry Primer/Sealer

d. Sherwin-Williams: Preprite Block Filler

e. Sherwin-Williams; Preprite Pro Block Latex Primer/Sea;er

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: Permanizer 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 to produce 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 sparkled, 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 INSTRUCTIONS

1. Exterior

a. Outside of building shall be scraped, patched and sanded.

b. All loose caulking shall be removed and recalked.

c. All windows shall be scraped, all loose caulking and glazing shall be removed and recalked 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), should 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 BID/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 windowsill 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.

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. and arrows will be torch down application.

L. PAINT APPLICATION

1. Application shall be made 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.

APPENDIX A

SEE NEW MBE DOCUMENTS ATTACHED

APPENDIX B

IAC/PSCP FORM 306.2a

CONTRACTOR'S CERTIFICATION
OF RECEIPT OF PAYMENT

This form must accompany IAC/PSCP Form 306.2, Request for Reimbursement to LEA, if Canceled check(s) are not provided.

LEA:

PROJECT TITLE:_____ PSC NO:

I hereby certify that payment in the amount of $_____, check number_____dated _____has been received from_____Public Schools and deposited to_____bank) on_____(date) for capital improvements made to_____ school/project),

Name of Contractor Firm

_____

Authorized Signature Date

NOTARIZATION

County_____to wit:

I hereby certify that on this_____day of_____in the year of_____. before me, a Notary Public for said County, personally appeared_____(name), and made oath in due form of law that he/she is_____(title) of_____(name of firm), and on behalf of said firm stated that the matters and facts set forth in the foregoing verification are true to the best of his/her knowledge, information and belief. He/she acknowledged that he/she executed the same purposes herein contained and that they had full authority to execute same.

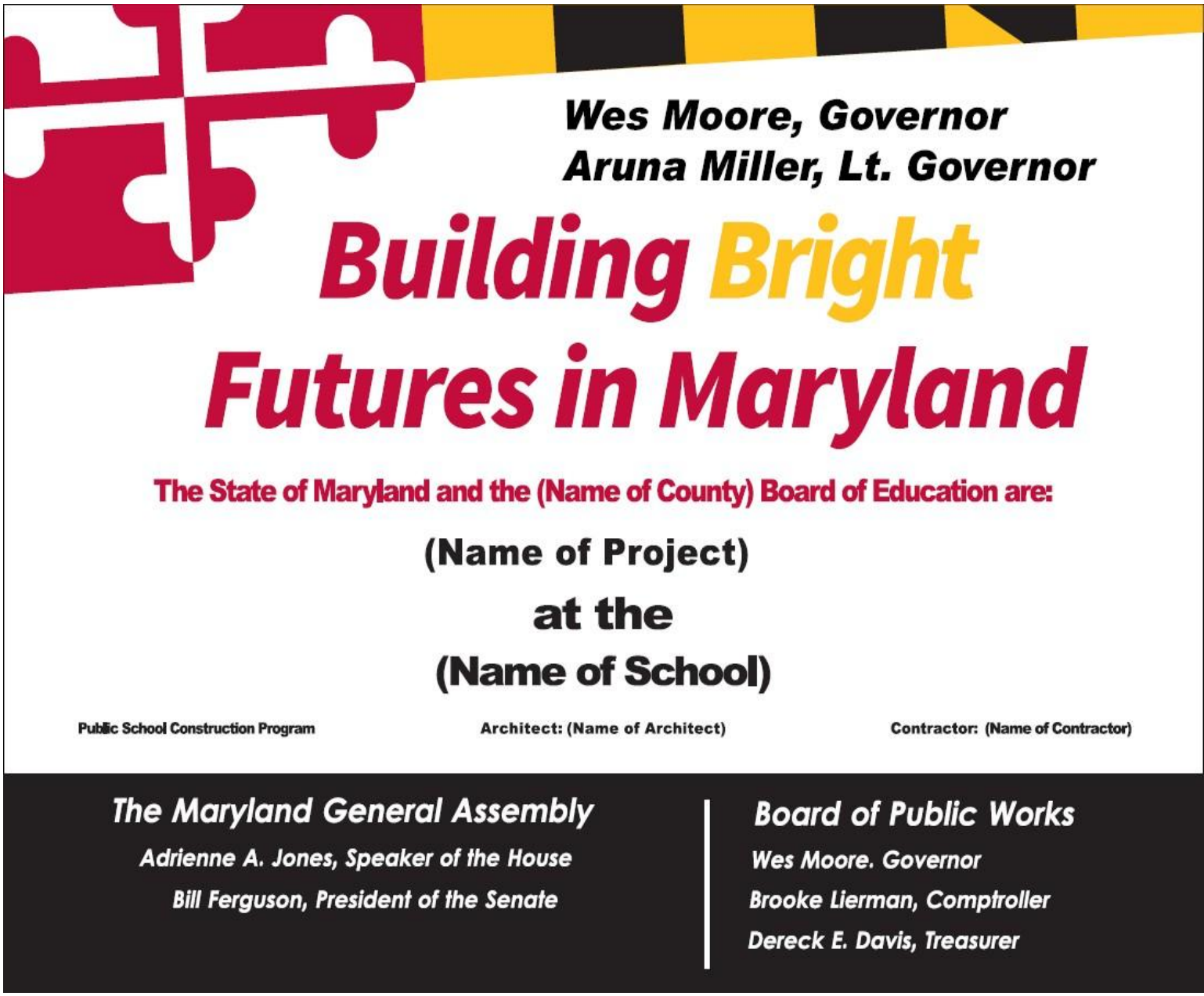
As witness my hand and official seal:

NOTARY PUBLIC

APPENDIX C

STATE PROJECT IDENTIFICATION SIGN

AND INSTRUCTIONS



The plaque should be 12” x 18” and include the following text:

STATE FUNDS FOR THE (select appropriate option from list below) THIS SCHOOL BUILDING WERE PROVIDED THROUGH
THE PUBLIC-SCHOOL CONSTRUCTION PROGRAM
(DATE)
BOARD OF PUBLIC WORKS WES MOORE, GOVERNOR
BROOKE LIERMAN, COMTROLLER DERECK E. DAVIS, TREASURER

Options to be selected and inserted:

- “...CONSTRUCTION OF…”
- “...CONSTRUCTION OF AN ADDITION TO…”
- “...RENOVATION OF…”
- “...CONSTRUCTION OF AN ADDITION AND RENOVATIONS TO…”

APPENDIX D

MCPS EMERGENCY/CRISIS PROCEDURES SHELTER/LOCKDOWN

Emergency Preparedness Procedures
Key Points for Lockdown-Evacuate-Shelter (LES)

Lockdown

This is a term used to describe an emergency at an MCPS facility. Lockdown alerts staff that imminent danger exists inside or outside the building, and requires moving to an immediate lockdown mode. It requires that all students are under supervision. *The on-site emergency team (OSET) is not activated during a Lockdown.*

Persons authorized to call a *Lockdown*

School administrators or their designee will notify students, staff and visitors via the PA system and the portable radios when a Lockdown is in effect. Directions should be given to immediately to move to a lockdown mode. Staff should make the announcement and notify 911 and Office of School Performance.

Lockdown Alert – Staff Guidance

- When the administrator/designee announces a Lockdown, scan the immediate area outside the classroom or office for any students and staff. Allow them in the classroom/office, and immediately lock or secure the door if possible.
- Make the room look *unoccupied* by turning off the lights, close/cover the windows and blinds, and move away from the line of sight from the doors and windows. Remain silent.
- If staff and students are inside the building but outside a classroom or office when a Lockdown is called, move students to the nearest securable location.
- Staff supervising students outside when a Lockdown alert occurs inside the building should be notified of the Lockdown activation by P.A. or two-way radio. Staff and students should move to a pre-determined safe location identified on the emergency plan away from the building and maintain communication with the command post.
- Ignore the fire alarm system and class change bells.
- Wait for further instructions.

Evacuate

There are two evacuation alerts, *Fire and Directed*.

Fire Evacuation

- Activate Fire Evacuation Alarm
- Students/staff/visitors leave the building by the nearest exit
- Proceed to a point at least 50 feet from the building
- Perform an accountability of the students/staff/visitors

Directed Evacuation

- Will be used during possible High Level Bomb threats, an identified Suspicious Package or an Inside Hazardous Material Release
- Notify 911 and OSP
- Determine plan to direct everyone away from the known danger area
- Announce via PA and portable radio
- Students/staff/visitors must evacuate to a point at least 300 feet from the building

Shelter

This is a term used to alert staff that an emergency exists at or near an MCPS facility. It requires all students to be accounted

for and under supervision. Administrators may activate the OSET and set up a command post when appropriate. There are three types of shelters: *Public Safety, Severe Weather and Outside Hazardous Materials Release.*

Persons authorized to call a Shelter alert

Administrators or their designee will notify students/staff/visitors via the PA system and the portable radios when a Shelter alert is activated. It is recommended that an "age-appropriate" announcement of a Shelter alert include a brief description of the nature and location of the incident.

Public Safety Shelter Alert- Staff Guidance

When the administrator announces a Public Safety Shelter alert:

- Bring outside students/staff/visitors into the main building, portable classrooms are secured but not evacuated
- Outside doors are locked and kept secured
- Students should be accounted for in an instructional area.
- Classroom instruction should continue
- Staff must document attendance and report any discrepancies to an administrator/designee.
- During a Public Safety Shelter alert, classroom lockdown is not required.
- *The OSET* may be activated by an administrator during a Public Safety Shelter alert via a PA announcement and over the portable radios.
- Depending on the situation (the nature of the emergency or potential threat), it may not be appropriate to change classes. In these situations, class bells should be turned off and students/staff should remain in their classrooms until directed otherwise by the administrator/designee.
- Do not ignore the fire alarm system.

Severe Weather Shelter – A severe thunderstorm or tornado warning is activated for the area near the school.

- Students/staff/visitors must report to identified weather safe areas inside the building.
- Portable classrooms are to be evacuated to the main building.
- Bring emergency kit/phone with Nextel phone and ensure the NOAA weather radio is continually monitored

Outside Hazardous Material Release Shelter Alert is a term used to describe a specific shelter alert due to an outside air contamination emergency at or near the building. This could be the result of a suspected chemical, biological, or radiological incident; or a nearby hazardous materials spill.

Outside Hazardous Material Release Alert Staff Guidance

When activating an Outside Hazardous Material Release Shelter alert, take the following steps immediately:

- Announce a *Outside Hazardous Material Release Shelter Alert*
- Bring students/staff/visitors into the main building from outdoor activities
- Evacuate portable classrooms in consultation if safe to do so
- Secure/lock exterior doors and windows
- Hold students in their current locations inside the building until the best course of action can be determined
- Turn off electrical power to ensure immediate shutdown of HVAC
- Ignore fire alarm system—only in this Outside Hazardous Material Release Shelter alert.

Parent/Child Reunification

All schools have plans in place to reunite students with their parents/guardians in the event of an emergency at a school. This process will ensure the safe and orderly reuniting of students and parents/guardians. Schools will ensure they use a three-step approach.

- Identify parents (using ID)
- Identify student location in the school or PCR location, sign out student
- Unite student and parent/guardian

Firearms

- Avoid attempts to disarm/subdue an armed subject.
- Notify administrator/designee and school-based security of any firearm incidents immediately, and call 911 with details.
- Determine need to implement a Lockdown or Public Safety Shelter alert.
- Abandoned/discarded firearms should be covered by appropriate means and never left unattended.

Bomb Threat Assessment

- Factors to consider:
  - Details/specifics provided by the bomb caller
  - Number of prior threats to the school
  - Current events surrounding the school
  - Demeanor of the bomb caller
- Based on an assessment of the situation and input from the administration of the school, the Department of School Safety and Security and the police, the administrator will make a decision on evacuation. If the parties do not agree, this disagreement will be resolved in favor of evacuation. (Refer to MCPS Regulation EKC-RA.) Use a Directed Evacuation to evacuate the school
- Evacuation is warranted **only** if the threat level is high.
- Evacuation **is** not warranted if the threat level is low.
- It is recommended that an activation of a Public Safety Shelter alert and the use of sweep/scan teams be used during a low level threat when the building is not evacuated.

Bomb Threats Call Trace

- Use "call trace" procedures on the yellow *Telephone Bomb Threat Checklist* card. Follow instructions exactly.
- After hanging up the phone, press *57 on the same line the call came in on.
- Press *47 if you have 279 or 517 exchanges on your school phone number.
- Do not dial "9" before you dial *57 or *47.
- Notify school administration immediately
- Report the bomb threat to 911 and OSP.
- Inform the 911 operator of "call trace" activation.

Bomb Threat Sweep/Scan

- In certain circumstances, staff volunteers may be asked to sweep/scan the facility or grounds for any suspicious items.
- A sweep/scan should be conducted in teams and only by visual means (eyes and ears only).
- If a suspicious item is discovered during a sweep/scan, evacuate to a 300-foot safe zone and notify administrator immediately.
- If a suspicious item is located, do not use a radio or cell phone in the immediate area within 25 feet in all directions.
- No suspicious item should be handled in any manner by school staff (do not touch it!).

Hazardous Material Spills

These guidelines should be followed in the event of a chemical incident in which there is potential for a significant release of hazardous materials. Spill response procedures will vary depending on whether the spill is **small** (less than 18 inches in diameter), **medium** (exceeds 18 inches, but is less than 6 feet), or **large** (exceeds 6 feet in diameter, and any "running" spill that has not been stopped). If a potential biological agent threat or incident is present, follow MCPS Biological Agent Threats/Incidents guidelines.

General Spill Control Techniques: Once a spill has occurred, the staff at the spill site must decide whether the spill is small enough to handle without outside assistance. Guidance should be obtained from science resource teachers or staff with a chemistry background. (i.e., in science labs, chemistry labs, automotive shop areas). *Only staff who are properly trained under OSHA Regulation 1910.120 should attempt to contain or clean up a small spill.*

Small Spill Evacuation: Evacuate the immediate area and surrounding areas whenever the air is or could become untenable (i.e., experiencing difficulty breathing, watery eyes, upper respiratory congestion or tightness in chest, coughing, runny nose, etc.). Also evacuate the immediate area or building if material is emitting vapors or fumes.

*If a medium or large hazardous chemical/material spill occurs **inside** your school building—*

- An administrator/designee should call 911 and OSP immediately with detailed information (obtain the chemical MSDS, if available at time of spill incident).
- Evacuate the building immediately using a **Directed Evacuation** to funnel students/staff away from danger area.
- Notify building security and building services staff.
- Secure the area around the spill area.
- Follow instructions from fire and rescue services personnel.

*If a medium or large hazardous chemical/material spills occurs **immediately outside** your school building—*

- An administrator/designee should call 911 and OSP immediately with detailed information.
- Shut windows and doors and turn off ventilation systems.
- Notify building security and building services staff.
- Turn class-change bells off, if appropriate.
- Follow instructions from fire and rescue services personnel.
- Activate the Outside Hazardous Material Release alert, if appropriate.

APPENDIX E

Montgomery County Public Schools
Division of Facilities Management

CHANGE ORDER FORM #_____

Facility: _____ Projects Name: _____

Contractor: _____ Date: _____

☐ Change to original scope of work ☐ Additional work

General description of work to be performed:

Attach detailed proposal with change order	**FOR THE TOTAL SUM OF:**	**$**

Changes to the Contract:

The original contract sum was:	$
Total amount of this change order	$
Total original contract amount plus or minus previous approved change orders:	$
Total contract amount including this change order	$

Completion Date: _____ Work Order #: _____

Notice: Acceptance of this change order does not alter the contract completion date. If this change order has any effect on the contract completion date, additional documentation shall be submitted to MCPS as specified.

_____ _____
(Authorized Contractor Representative Acceptance) Title (Date)

_____ _____
(MCPS Representative Approval) Title (Date)

_____ _____
(MCPS Supervisor Approval) Title (Date)

APPENDIX F

Montgomery County Public Schools
Division of Facilities Management

OVERTIME REIMBURSEMENT AGREEMENT

Facility: _____

Contractor: _____

Description of work to be performed: _____

_____

_____

_____

Date: _____ Hours Required: _____

Date: _____ Hours Required: _____

Date: _____ Hours Required: _____

Date: _____ Hours Required: _____

Date: _____ Hours Required: _____

Date: _____ Hours Required: _____

Date: _____ Hours Required: _____

Notice: The Contractor agrees to pay all overtime costs for building service personnel as required to perform work at a premium rate. These costs will be deducted from the Contractor's final invoice.

_____ _____
(MCPS Representative Approval) (Date)

_____ _____
(Authorized Contractor Representative Acceptance) (Date)

_____ _____
(MCPS Contract Officer Approval) (Date)

_____
MCPS Department of Procurement Approval

APPENDIX G

Painting Contractor's Pre-Qualifications Questionnaire

MONTGOMERY COUNTY PUBLIC SCHOOLS

Painting Contractor's Pre-Qualification Questionnaire

The response to this questionnaire will be one of the components utilized to evaluate and select MCPS approved painting Contractors and their eligibility to provide proposals for painting under this BID for Montgomery County Public Schools (MCPS). All bidders shall complete this questionnaire, even if the bidder is currently on the MCPS qualified list. Failure to complete the entire questionnaire shall disqualify the bidder's response.

THIS QUESTIONNAIRE MUST BE NOTARIZED PRIOR TO SUBMITTING.

Contractors must submit their response to the questionnaire at the date and time identified herein for the BID closing. They shall include all documentation requested and/or other data, which will establish the Contractor's, qualifications to provide painting services for MCPS. Submittals provided and your responses shall be in the same order as on the questionnaire. Contractors who are not pre-qualified under this BID process will not be eligible to submit proposals for future projects.

Interested Contractors must respond to the following questions and provide all the data/submittals as requested herein. When adding separate sheets, identify what category the information is related to e.g., Contractor Information, Financial, Qualifications, etc. **Failure to provide the information will result in non-consideration of your company.**

The Contractor's qualification will be based on the information included in the response only.

I. Contractor Information

Contractor shall provide the following information and/or documentation:

1. Legal name, address, email address, and telephone/fax numbers of Contractor:

   _____
   _____
   _____

2. Full name and title of Principal Owner(s) and telephone/fax and email addresses:

   _____
   _____
   _____

3. Maryland Representative's name, title and address (if different than above)

   _____
   _____
   _____

4. Type of Business:

   a. Under the laws of what state is your Company incorporated?

      _____

b. Is your company certified to do business in the State of Maryland?

_____

c. Maryland's license number (attached copy of your current license).

_____

5. Number of Years in Business under the current name of your Company?

_____

6. Federal and Maryland Tax Id Number"
Federal:_____ Maryland:_____

7. Provide a list of major assets such as vehicles, equipment used for painting that is owned by your organization, giving the value and age. (If not fully owned and in the process of purchasing i.e., financing, so state).

_____
_____
_____
_____

8. List any legal action taken against your company for any painting projects you have failed to complete. Explain each incident. If this is not applicable to your firm indicate not applicable (N/A.)

_____
_____
_____
_____

Each incident will be reviewed as to severity and nature.

9. Maximum dollar amount of concurrent contracts your company can manage between June 15th and August 15th period.

_____

1. Tools and Equipment

List all equipment owned by contractor including Mechanical Spray Machine(s), Line Stripping Machine, etc. _____

II. Financial

1. Total contract value of painting contracts completed by your organization in each of the last twelve (12) months.

Jan_____	May _____	Sept _____
Feb _____	June _____	Oct _____
Mar _____	July _____	Nov _____
Apr _____	Aug _____	Dec _____

2. **BID SURETY LETTER**

   Bid bonds are required for proposals of more than $100,000.00, as required in Section Q; 8 herein. 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." **Note: Failure to submit the BID Surety letter with the BID proposal shall be considered non-responsive and will disqualify your BID**

3. Bonding capacity: _____

4. State the value of any judgments or liens outstanding against your organization. (If this is Not Applicable to your firm indicate N/A.)

   _____

5. Provide a current financial statement.

III. Qualification/Experience

1. Provide the number of employees currently on your payroll for both full-time and seasonal part-time.

   _____

2. Provide a detailed summary on a separate sheet of paper identifying the names, titles, years of experience in the painting trade and other pertinent qualifications and experience of each project manager in your organization that will be assigned to MCPS painting projects.

3. Identify and provide any special qualifications/certifications of firm members.

   _____

IV. References

Provide a list of references on a separate sheet of paper for painting projects performed by your firm over the past twelve months that were in excess of $100,000. Provide at a minimum with the following related information; Business Name, Contact Person, Address, Email Address, Phone Number, Project Name/Number.

V. Evaluation/Approval Criteria

Your Pre-Qualifications Questionnaire will be evaluated on its content, completeness and orderliness and combined with other criteria required under the BID.

VI. Contractor Certification

Is any member of your organization employed by MCPS or in any way officially connected with the School System? If yes, explain on a separate sheet of paper.

_____

Any member of the Board of Education of Montgomery County Public Schools, Administrative, or Supervisory Personnel or any other MCPS' employees have any interest in your organization? If yes, explain on a separate sheet of paper.

_____

The above statements and information provided are certified to be true and accurate:

By _____
(Firm Principal) (Printed Name)

_____
(Title of Person Signing)

_____
(Name of Organization)

Dated: _____

NOTARY

Being duly sworn states that he is _____ of _____ and that the answers to the foregoing questions and all statements therein contained are true and correct.

Sworn to before me this _____ day of _____ 20___

_____Notary Public

My Commission expires: _____

APPENDIX H

ASBESTOS FREE MATERIAL VERIFICATION FORM

PRODUCT TYPE: _____

MANUFACTURER: _____

MODEL NUMBER TESTED: _____

SUPPLIER: _____

LOT/PRODUCTION NUMBER TESTED: _____

The undersigned Contractor certifies that the building materials identified above have been tested in accordance with the bid documents and the EPA requirements. The EPA accredited **laboratory analysis report is attached** that confirms these materials do not contain asbestos.

The laboratory performing the analysis must have received U.S. Environmental Protections Agency (EPA) accreditation and be a member of the National Voluntary Laboratory Accreditation Program (NVLAP). 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 or the manufacturer can have the laboratory testing performed. The cost for testing shall be included in the bid prices offered.

Below is a list of materials of concern that require laboratory analysis.

- 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

_____
Contractor

_____
Contractor Representative

_____
Invitation to Bid #

_____
Date

APPENDIX I

QUOTATION FORM (Page 1 of 4)

COMPANY NAME: _____

Contractors shall supply the cost for each item and all required information. No partial offers will be allowed. **Failure to do so will be considered non-responsive and disqualify your submission.** All prices are to be all-inclusive, including labor, materials, equipment, management, etc. Supply all information required below. **DO NOT ALTER QUOTATON FORM IN ANY WAY!**

RATES: Regular rates will represent work performed Monday through Friday, 6:30 AM until 7:00 PM. Overtime rate will represent work performed Monday through Friday 7:01PM until 6:29AM including weekends and all MCPS holidays.

ON-CALL PAINTING SERVICES FOR VARIOUS FACILITES

Item #	Description	Regular Rate	OT Rate
1.	**CREW CHIEF**	**$** _____	**$**_____
1.	**PAINTER**	**$**_____	**$**_____
2.	**HELPER**	**$**_____	**$**_____
3.	**CARPENTER This item will be used to address non-typical repairs that exceed minor repairs typically performed when preparing to paint.**	**$**_____	**$** _____
4.	**DRIVIT REPAIRS (Cost per Square Foot)**	**$**_____	**$**_____
5.	**Drywall Repairs**	**$**_____	**$**_____

6. **Rockville High School (Cost to paint interior and exterior): $_____**

7. **Clarksburg High School (Cost to paint interior and exterior): $_____**

8. **Kensington Parkwood Elementary School (Cost to paint interior and exterior): $_____**

9. **Fields Road Elementary School (Cost to paint interior and exterior): $_____**

10. **Total BID cost shall be calculated by adding the cost of line items 6 – 10 $_____**

COMPANY NAME: _____

- **HAS CONTRACTOR EVER HAD LATE CHARGES DEDUCTED AS A RESULT OF FAILURE TO COMPLETE AS CONTRACTED?**

  YES_____ NO_____

- **HAS THE CONTRACTOR PERFORMED THEIR PRELIMINARY RESEARCH IN IDENTIFYING MINORITY BUSINESS ENTERPRISE PARTICIPATION AND INCLUDED WITH THEIR BID SUBMISSION THE COMPLETED CERTIFIED MINORITY BUSINESS ENTERPRISE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT AND THE MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE?**

  YES_____ NO _____

- **IS A COPY OF THE MARYLAND CONTRACTOR'S LICENSE SUPPLIED WITH BID SUBMISSION?**

  YES_____ NO_____

- **HAS BIDDER FAMILIARIZED THEMSELVES WITH THE ANNOTATED CODE OF MARYLAND SECTION 11-722 AND HAVE SCREENED THEIR WORK FORCES, ENSURING NO REGISTERED SEX OFFENDER WILL BE PERFORMING WORK AT ANY MCPS FACILITY?**

  YES_____ NO_____

- **HAS THE CONTRACTOR READ THE BID DOCUMENT IN DETAIL PRIOR TO SUBMITTING THEIR BID SUBMITTALS?**

  YES_____ NO_____

- **DID CONTRACTOR ATTEND ALL THREE MANDATORY PRE-BID PROJECT MEETINGS?**

  YES_____ NO_____

- **IS THE BIDDER A MINORITY BUSINESS ENTERPRISE? THIS WILL NOT AFFECT YOUR QUALIFICATION**

  YES _____ NO _____

  IF YES, PLEASE PROVIDE MARYLAND DEPARTMENT OF TRANSPORTATION

  CERTIFICATION NUMBER_____

- **COMPLETED BID SIGNED DOCUMENTATION AND QUOTATIONS FORM**

  YES_____ NO_____

- **COMPLETED/NOTARIZED PRE-QUALIFICATIONS QUESTIONNAIRE**

  YES_____ NO_____

- **IS THE CONTRACTOR CERTIFIED AS A "LEAD SAFE FIRM"?**

  YES_____ NO_____

APPENDIX I

QUOTATION FORM- CONTINUED (Page 4 of 4)

COMPANY NAME:_____

- **COMPLETED CONTACTOR PROPOSALS FOR ALL THREE MOCK UP PROJECTS (WITH ATTACHED LABOR AND MATERIAL COST BREAKDOWN PER LINE ITEM ON QUOTATION FORM)**

  YES_____ NO_____

- **ASBESTOS FREE MATERIALS: THE BIDDER HAS REVIEWED THE MATERIAL LABORATORY TESTING REQUIREMENTS FOR THE LIST OF MATERIAL SPECIFIED HEREIN TO CONFIRM THEY DO NOT CONTAIN ASBESTOS? SUCCESSFUL CONTRACTOR SHALL SUBMIT ASBESTOS FREE VERIFICATION FORM AS SPECIFIED HEREIN.**

  YES_____ NO_____

CHECK OFF LIST FOR MANDATORY BID SUBMITTAL

Mandatory Submittals Check List:

_____ **Signed BID Document**
_____ **Quotation Form (Pages 1-5)**
_____ **Pre-Qualification Questionnaire**
_____ **Proposal for Sample Project**
_____ **Addendums(s) and Erratum(s) (If any, contractor is responsible to confirm!)**
_____ **State of Maryland Tax Liability License**
_____ **Lead Safe Firm Certificate or Commitment Letter to Obtain within 90 Days**
_____ **MBE Attachment A and B**
_____ **Surety Letter**

DO NOT WRITE IN THE SPACES BELOW. FOR MCPS USE ONLY.

Reviewed by: _____

Approved: _____ Disqualified: _____

Date: _____