

**Office of Finance  
Division of Procurement  
MONTGOMERY COUNTY PUBLIC SCHOOLS  
45 West Gude Drive  
Rockville, Maryland 20850**

**INVITATION TO BID FOR 9018.8**

**OPERABLE WALL SYSTEM INSPECTIONS, PREVENTIVE MAINTENANCE,  
REPAIRS AND REPLACEMENTS WITH GYMNASIUM FOLD-UP DIVIDER  
SYSTEM AT VARIOUS LOCATIONS**

**GENERAL CONDITIONS AND SPECIFICATIONS**

**I. GENERAL CONDITIONS**

**A. SCOPE**

The work includes annual inspections, preventive maintenance, repairs and replacement of operable wall systems with Gym Fold-Up Divider Curtain as described in **APPENDIX F**, including all related materials and accessories as required to make projects complete in all detail and in compliance with specifications herein, manufacturer's installation requirements and maintenance instructions.

**B. INTENT**

1. Inspection

It is the intention of these specifications to fully cover all required labor associated with the annual inspection of operable wall systems and to identify any safety and/or necessary repairs to the systems.

2. Repairs

The contractor shall provide proposals to perform all required repairs identified during inspections and all annual preventive maintenance required by operable wall system manufacturers. The cost of proposal shall include all associated labor and materials to complete the project/repairs.

3. Replacement

The successful contractor shall develop cost proposals to replace Operable Wall Systems with Gym Fold-Up Divider Curtain System when required. The proposal shall include all design/engineering, permits, labor, materials, services, and delivery cost for the removal, disposal of existing, and installation of new Gym Fold-Up Divider Curtain System. The specification herein shall apply to all replacement projects. The complete project shall be turn-key design-build and when completed be fully functional -with all necessary accessories and ready for intended service. The successful contractor will be required to comply with the materials testing requirement herein and to submit Asbestos Free Material Verification Form under APPENDIX D as applicable and required. (See General Conditions Section V).

4. **Proposal cost 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 bid prices 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 laws, regulations and standards will further be considered a part of these specifications and conditions. The bidder shall 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 these requirements and permitted by the requirements shall take precedence. All deliveries must be prepaid to the destination. In no case will collect shipment be accepted.

C. **AWARD**

1. This solicitation does not commit MCPS to award any contract or to pay any costs incurred in the preparation of a response. It is the intention to award this contract to the bidder submitting the most favorable offer with consideration being given to any previous performance for the Board of Education as to quality of service, acceptable merchandise, and with regard to the bidder's ability to perform should it be awarded the contract. All other evaluations conducted by MCPS of the bidder for such items as pending or past litigations, etc. shall be taken into consideration. However, the Board of Education reserves the right to make awards according to the best interest of the Board of Education of Montgomery County, Maryland. Awards are contingent upon availability of funds.

In addition, the Board reserves the right to remove or add additional items to the specifications as our requirements change, as well as add suppliers/vendors throughout the contract term should a need arise that cannot be provided by any of the awarded contractor(s).

2. Wherever the term "provide" is used, it shall mean, "furnish and install in place, complete in all details".

D. **SITE INSPECTION**

The successful bidder will be required to inspect the work sites, take measurements and develop proposals based on awarded unit prices for repairs and replacement projects. If requested by the MCPS Project Coordinator, a drawing of the project shall be submitted with the proposal identifying where the work will be performed. The bidder must report to the main office to contact the MCPS Building Service Manager prior to starting work. When a proposal has been submitted and received, it shall be understood that the work site has been inspected and that the bidder is aware of the needs and conditions under which the work is to be accomplished. After inspection, the bidder 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 successful bidder of the obligation to furnish all materials and labor necessary to fully carry out the provisions of the contract document.**

**E. ADDITIONS/DELETIONS**

MCPS reserves the right to add and/or delete schools specified in the subsequent contract as requirements change during the period of the contract.

**F. SCHEDULE**

1. **Completion dates shall be identified on each Contractor's proposal.** A purchase order issued and signed by the director of the Department of Material Management 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 MCPS staff, all cleaning task, 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 Contract Administration.)**
2. **Normal Work Periods**

Work may be performed upon the school Administrators approval on regular school days utilizing the unit cost and regular rate. These hours are **Monday through Friday, 6:30 A.M. through 7:00 P.M.** (MCPS Building Services personnel are normally on site during these hours).
3. The Contractor shall take into consideration that school activities will be taking place (summer school, special activities) while work for this contract is being performed; and that 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 include in the proposals, work being performed over a weekend, so as not to affect the building usage.** The intent is to have this project performed without totally closing the building during regular weekday hours as the building will be occupied with administrative staff. The Contractor shall anticipate these occurrences in their proposals, and no changes in contract amount or completion date will be made for such occurrences.
4. Annual inspection and preventive maintenance shall be performed between June 15th and August 31st of each year after receipt of a purchase order issued and signed by the director of the Division of Procurement. The awarded Contractor may be required to begin performance immediately after approval by the Board of Education. The Contractor shall respond within 48 hours after notification from MCPS for any additional repairs.
5. Note: There may be more than one operable wall system at each location.
6. The Contractor shall maintain an adequate labor force on the work site from the start of the project until the completion in order to satisfy the schedule. MCPS expects the work to proceed uninterrupted with regards 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.

**G. CONTRACT TERM**

The term of contract shall be for one year as stipulated on the Invitation for Bid. However, the contract may not begin until one day after approval by the Board of Education and will conclude as stated under the contract tem1. MCPS reserves the right to extend this contract at existing prices, terms and conditions for up to three additional one-year terms. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful bidder 90 days prior to the expiration of the original contract. The contractor will have ten days from the date of the notification to return the notice acknowledging its intent to accept or reject the extension. Once all responses are evaluated, MCPS staff may make a recommendation to the Board of Education to extend the contract or decide to rebid. If the contract is extended by the Board of Education a contract amendment will be issued. No purchase order will be issued for state funded projects over \$50,000.00 until extended performance/payment and material bonds have been received by MCPS as required.

**H. 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 is 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 to meet MCPS requirements.
3. The Contractor shall have at the work site, a reasonable amount of materials that will allow them to quickly secure the work area and/or secure building as required for the type of work being performed.

**I. WARRANTY/SERVICES/REPAIRS**

1. The specifications require that all workmanship and materials shall be warranted for two years. Final payment will be made once the installation is complete and accepted by MCPS. The warranty shall begin once the MCPS Project Coordinator has signed and approved the Contractor's final invoice for payment.
2. Warranty shall provide for replacement of defective materials plus installation and labor. Any warranty claim made by MCPS prior to the expiration of said warranty shall be satisfied although the warranty has subsequently expired. Failure of the bidder and/or manufacturer to provide satisfactory warranty service to MCPS will be grounds for exclusion from future bidding.
3. Items specified herein having longer guarantee periods should take precedence. The Contractor shall be responsible for the proper adjustments of gym dividers and all

hardware installed by them and do all work necessary to insure proper function throughout the two-year warranty period(s).

4. Point of contact may change between the MCPS Project Coordinator and the Contractor when identifying and resolving warranty claims during the warranty period.

#### J. 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, Contracts Office, 8301 Turkey Thicket Drive, Building A, 1<sup>st</sup> floor, Gaithersburg, Maryland 20879. **Testing normally requires a minimum of 60 calendar days to complete; therefore, your samples/materials for testing may be approved for future bids if the evaluation is satisfactory. This process of evaluation is intended for larger types of equipment and/or components i.e. bleachers, elevators, lockers, flooring, roofing systems, and PA Systems.**
2. The 60 workday, evaluation process is not intended for small components where the term “or MCPS equal” is used herein. These items of a lesser dollar value such as electrical/plumbing components, switches, adhesions sealers etc., can quickly be evaluated by MCPS to determine if they are equal to the proto-type identified. Upon MCPS evaluation of the offered equal to item, it is determined that it is not equal to the proto-type, the successful bidder shall be required to provide the MCPS identified proto-type product.
3. 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.
4. If an item specification shows code or model that has been discontinued, the bidder shall so state and indicate the current code or model number.

#### K. MATERIALS

The successful bidder shall supply all samples as requested by MCPS of products offered for verification and/or evaluation. These samples must be of sufficient size and amount as requested and must be properly identified with labels with manufacturer’s instruction.

#### L. QUANTITIES

MCPS shall not be obligated to purchase any specific quantity. Annual estimated quantities identified on the Quotation Form are subject to change up or down and purchases are dependent upon the requirements of MCPS and on budgetary limitations. Orders will be placed from time to time throughout the contract term.

**M. PROVISION FOR PRICE ADJUSTMENT**

Subsequent to award, the unit price on equipment quoted herein is subject to price adjustment upward or downward in accordance with increases or decreases announced by the manufacturer after the contract award. The successful bidder must notify Laly Bowers, Buyer II, of any announced manufacturer's price reductions and give immediate benefit to MCPS in a proportionate amount.

Price increases on both service labor rate and on equipment will not be considered for the first 90 days of the contract. Thereafter, the successful vendor must submit a written request for price relief. The request for a price increase on the equipment shall include documentation from the manufacturer to verify the basis for such request. Adjustments for price increases on service labor rate will be based upon Consumer Price Index (CPI), specifically, the All Consumers Index, published by the U.S. Department of labor, Bureau of Labor Statistics, for the Washington, D.C., Metropolitan Area. The request shall not exceed 75% of the percentage change of January 1 CPI's, rounded to the nearest tenth of a percentage. Downward adjustments shall be made by MCPS without a request from the successful bidder.

MCPS reserves the right to accept or reject the request as may be determined to be in the best interest of MCPS. Any orders received prior to a request for a price increase shall be honored at the original contract price. If the price increase is approved, a contract amendment will be issued authorizing the increase.

**N. 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 required laboratory analysis report(s) and a completed "Asbestos Free Material Verification Form" herein (see **APPENDIX H**) within 15 working days after receipt of the "Pre-Award Notification" letter for each listed product.

2. **Existing Asbestos Materials**

MCPS shall be responsible for all asbestos abatement tasks as may be required regarding existing materials on site. Any questions concerning asbestos materials shall be directed to Brian Mullikin,, Environmental Team Leader at 240-740-2324.

O. **DESCRIPTIVE LITERATURE**

The apparent successful bidder may be required to furnish, **within two working days** after Bid Opening, sufficient detailed information regarding makes, models, design, etc., of the item(s) offered. The apparent successful bidder is required to furnish all literature properly bound and labeled, showing full instructions and detailed specifications. The literature and specifications are to be arranged and labeled in numerical sequence according to item and attached on separate pages of a brochure. Failure to submit marked descriptive literature may result in disqualification. Bidder shall show the manufacturer's code and catalog numbers of the item(s) offered. The cover of the brochure shall contain:

1. Bidder's name, address and telephone number
2. Bid number

P. **DEVIATIONS**

All bids, meeting the intent of the invitation, will be considered for award. Bidders 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. The absence of such a sheet shall indicate that the bidder has taken no exception and shall be held responsible for performing in accordance with the terms, conditions, and specifications as stated herein.

Q. **SUBMISSION OF BIDS**

1. **Bid Documents**

One original and one copy of the bid are requested. The cover page of each copy must be clearly marked original or copy. Bidders may wish to reproduce and retain an additional copy for your files.

2. Quotation Form

- a. Quotations are to be entered on Quotation Form supplied under **APPENDIX I. Faxed quotations are not acceptable. SEALED BIDS ONLY.**
- b. **Bidder must 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.** If there is any discrepancy between the unit cost and total cost, the unit cost shall prevail. This solicitation shall be valid for acceptance during a period of no less than 90 days from date of opening. Once the contract is approved, terms and conditions of the solicitation shall prevail throughout the contract period.

3. 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 event calendar (<http://www.montgomeryschoolsmd.org/departments/procurement/>) or contact the Division of Procurement by fax 301-279-3172 or email to [Procurement@mcpsmd.org](mailto:Procurement@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.

4. Licenses/Certifications

- a. The Contractor shall possess a current **Maryland Contractor's License** and a copy must be submitted with the bid response. Failure to provide required documentation will disqualify bid proposal.
- b. The Contractor shall be a manufacturer's authorized installer/representative for the brand of equipment offered. **Written certification must be submitted with bid response. Failure to provide required documentation will disqualify bid proposal.**
- c. **All trade work i.e., electrical, plumbing, HVAC, etc., shall be performed by licensed mechanics and copy of these documents must be provided to the MCPS, Project Coordinator prior to performing work.**
- d. **All welding shall be performed by certified welders and these documents must be provided to the MCPS, Project Coordinator prior to performing work.**

5. **The goal has been set at 0% MDOT-certified MBE participation with no subgoals.** Attached A and B of the MBE PROCEDURES (**APPENDIX A**), which shall be submitted with your bid, reflects the established goal of 0% MBE participation. If you do not submit the forms with your bid, **the director of the Department of Facilities Management shall deem your bid non responsive and you will not be selected for award.**

6. **MCPS expect all bidders to make the essential effort to meet or exceed the established MBE goal for this invitation to bid. MCPS will NOT grant MBE waivers' without sufficient support documentation that clearly substantiates that the bidder has made a sincere good faith effort to meet the MBE requirements. There will be an extensive**



effort required on the part of the bidder to ensure compliance with the MBE procedures to rationalize a review of an MCPS waiver request.

7. **Contractor's Obligation Regarding Criminal Records of Individuals Assigned to Work in MCPS Facilities**

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

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

Maryland Law requires that any person who enters into a contract with a county board of education "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender. Under §11-722 of 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 \$5,000.00 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;
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 award of a contract, documentation confirming that its direct employees and those of any sub-

contractors 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 work-force 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 work-force 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 "work-force" 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 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 work-force 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 Department of Safety and Security, 850 Hungerford Drive, Room 131, Rockville, MD 20850. Appointments are made by calling 301-279-3066. The contractor will be required to return all badges at the conclusion of the contract.

The criminal background check and badging process will be at the contractor's expense.

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.

## R. BID SECURITY

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 October 2022 and October 2023. 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.

## S. EMARYLAND MARKETPLACE ADVANTAGE REGISTRATION

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 project as it is a valuable resource for upcoming bid notification for municipalities throughout Maryland.

## T. AWARD CRITERIA

1. Conformance to specifications
2. Ability to perform
3. Price
4. Past performance
5. MBE compliance
6. Completed quotation form

U. INQUIRIES

Inquiries regarding this solicitation must be submitted in writing, to Laly Bowers, Buyer II, Montgomery County Public Schools, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850, fax number 301-279-3173, or 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 explanation or interpretation. 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 website address is <http://www.montgomeryschoolsmd.org/departments/procurement/vendors.aspx> For the Procurement Unit.

**Subsequent to the award** if the Contractor finds any discrepancy or omission and has questions of MCPS’s intent, prior to performing work, they shall notify the MCPS Project Coordinator **in writing** via fax to resolve and receive clarification, with copies to Laly Bowers, Buyer II, and the MCPS Capital Improvement Contracting Supervisor.

V. REFERENCES

Bidders shall provide three references with their bid submission. The references shall have company name, contact person, address and phone number of three current customers for which a contract for similar size and type of project has been provided. If the reference information is not accurate and MCPS cannot contact the person(s) named then your bid may not be considered. MCPS may request additional references. **Note: ALL BIDDERS must provide references including bidders currently engaged in business with MCPS.**

<u>Company Name &amp; Address</u>	<u>Contact Person</u>	<u>Phone Number</u>	<u>Contract Number</u>
1. _____ _____			
Email _____			
2. _____ _____			
Email _____			
3. _____ _____			
Email _____			

**W. SPECIAL CONDITIONS**

1. Audit Provisions – MCPS shall have the right to examine the successful Contractor 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 Contractor 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.<sup>3</sup> 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 Contractor 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 Contracting Officer. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the contract performance.

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

1. MCPS, Division of Procurement reserves the right to convene a meeting with the apparent low bidder prior to awarding a contract. The purpose of this meeting is to afford all parties an opportunity to discuss any aspects of project and contract execution, which may be of concern for the successful and timely completion of the project.
2. Documents required elsewhere in this specification, such as service and warranty agreements, construction schedule, and schedule of values, shall be provided at this meeting to the MCPS authorized representative.
3. Issues raised during this meeting, which cannot be resolved to MCPS' satisfaction, will be cause to reject the low bid and to consider the next lowest bidder as the successful offeror.

**B. CONTRACT SECURITY (For State funded projects unless specified)**

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. Upon receipt of the Award Notification letter, the successful bidder shall deliver to MCPS **within five working days** security requirements, which are:

Performance and payment Bonds - Bonds are required for projects that are in excess of \$50,000.00. The bidder shall provide a bond in the amount of the total contract value, or for \$100,000.00 whichever is less.

Individual Performance and Payment Bonds are required for project(s) exceeding \$100,000.00; MCPS will pay the direct cost for additional individual bonds.

3. If bond(s) are to be used for contract security, the cost of the bond(s) shall be borne 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 successful Contractor may be required to supply **within 48 hours** after MCPS request, applicable business and Contractor's licenses, master licenses for trades appropriate for work to be performed, and/or company financial statements, etc., as required to allow MCPS Contractor evaluation. **Failure to supply a copy as specified may be cause to terminate your contract.**
2. Sub-Contractors
  - a. MCPS must approve all sub-contracting work in advance; the Prime Contractor shall supply MCPS with the rationale for requesting sub-contracting. The apparent low bidder 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 of your contract.** The Contractor shall be responsible for assuring that all proposed Sub-Contractors are in good standing with MCPS and have been in business for and have a minimum of three years experience performing the type of work they will be performing under this contract and possess appropriate licensing.

- b. MCPS shall notify the Contractor, **in writing**, if after due investigation, there is reasonable objection to any of the proposed Sub-Contractors. Failure of MCPS to make objection to any proposed Sub-Contractor shall constitute notice of no objection. Each Sub-Contractor may be required to furnish to MCPS, 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 and unamended on the Standard Form of Agreement between the 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., failure of the Sub-Contractors to satisfactorily perform the work in a timely fashion is the Contractor's responsibility and not that of MCPS.
- d. All work shall 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 "**it is important that bidders review the new state revised MBE Procedures carefully to ensure compliance**". **There is a 0% MBE goal set** for this bid. On future state funded project(s) that may be performed under this bid, that exceed \$50,000. 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 **even when the MBE goal is 0%**. *Failure to supply as specified will disqualify your bid proposal*
- e. Contact the MCPS MBE Liaison, at 240-314-1031; regarding any other MBE procedure questions. Current listing of the MBE certified Contractors can be obtained at [http://mbe.md.state.md.us/directory/search\\_select.asp](http://mbe.md.state.md.us/directory/search_select.asp).

4. Submit Evidence of Insurance

a. Insurance

See Article XXI of the General Stipulations and Instructions to Bidders. The successful Contractor shall submit an actual certificate of insurance made in favor of MCPS within five workdays after an Award Notification letter has been issued to the successful bidder.

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 Division of Procurement, Montgomery County Board of Education shall be the insurance certificate holder.

5. Invoicing

- a. Bidder shall submit invoices to the MCPS Project Coordinator at **8301 Turkey Thicket Drive, Building A, 1<sup>st</sup> floor, Gaithersburg, Maryland 20879** 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 process for payment without this form being submitted. On 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 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 individual project 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 schedule of values allocated to various portions of the work (similar to AIA Document's 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 and Inspections

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.

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 SHOULD BE ERECTED FOR ALL STATE OF MARYLAND SCHOOL FUNDED CONSTRUCTION PROGRAM**

**PROJECTS THAT EXCEED \$100,000.00.** The Contractor shall supply and install a sign at the work location 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 (a State Agency) MCE Sign Platt #111, C/O Patuxent Institution, Attn: Charles Behnke, Plant Manager, 7555 Waterloo Road, Jessup, MD 20794, phone number 410-799-5102 or 5103 or via email cwbehnekk@dpsc.state.md.us. The current price from Maryland Correctional Enterprises for this sign is \$525.00 with 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 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. 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 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.

**F. PERFORMANCE**

1. The Contractor shall have on the job site at least one person fluent in English at all times and employees must have MCPS badge at all times.
2. **The Contractor must provide to the MCPS Project Coordinator cellular telephone numbers and Email addresses of project managers to allow for day-to-day direct communications.**
3. Work 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.
4. The Contractor shall furnish the services of an experienced supervisor, who shall be in charge of the work and to provide direction to the crew at all times.
5. Contractor and employees:
  - a. Contractor are required to have **all employees complete the fingerprinting and background check, so they can receive an MCPS Contractor badge.** MCPS Contractor's badges shall be worn while on-premises. **Contractor's employees/workers without an MCPS contractor badge may be denied entry; however, if entry is granted** Contractors will be required to check in daily at the facility's main office to obtain a visitor badge. These badges must be returned to MCPS daily. All Contractors employees must wear a badge while on site.

- b. Use of any form of tobacco products, liquor and/or illegal drugs is not permitted in MCPS buildings and on grounds.
  - c. Are not to routinely use facility equipment and buildings, i.e., telephone, lounges, toilet rooms, parking lots, etc. The MCPS Project Coordinator will designate such facilities authorized for Contractor use.
6. All work shall be scheduled to the mutual satisfaction of the School Administration and the MCPS Project Coordinator to avoid conflicts with administrative activities.
  7. The building is expected to be occupied throughout the stated period allowed for this work to be done. The Contractor shall take all required safety precautions during the duration of project. **Contractors shall secure all openings, at the end of the work day, during projects.**
  8. Work area must be left clean and ready for use after the installation. The Contractor must remove all debris generated by work from the premises daily or as approved by the MCPS Project Coordinator.
  9. Installation must be performed in strict compliance with the latest local, state, and federal regulations having authority. The Occupational Safety and Health Administration Hazard Communication Standards must be followed.
  10. Upon completion of all work, any and all damage to the school building and grounds as a result of the work; must be restored to condition as good as existed prior to damaging. Damaged lawns shall be repaired; fill ruts and holes with a top apply one step Hydro-seed containing cellulose or wood fiber fertilizer and grass seed, damaged shrubs and trees shall be replaced.
  11. Field measurements are required.
  12. Failure to perform in accordance with MCPS specifications and industry standards may result in the Contractor being removed from the approved vendor list to participate in future Invitations For Bid for a period of two years.

**G. CHANGES IN THE WORK**

1. Should alterations or changes be necessary 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. 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 contracts will be paid without a completed Change Order Form signed by both parties. Approved Change Orders do not automatically revise completion dates. It is the Contractor's responsibility to provide a written request for extension as they deem necessary,**

with an explanation of justification. Using approved Change Orders as rationale for not completing on time will not be accepted without an MCPS approved extension. If additional work is performed without MCPS written authorization, the Contractor will be subject to reversing said work, or work and materials shall remain in place at no cost to MCPS. This shall be solely at MCPS' discretion.

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

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

This schedule applies to work done by the prime Contractor or by a Sub-Contractor(s). The prime Contractor shall be allowed not more than 8% of the total Sub-Contractor's all-inclusive cost for combined supervision, 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, costs of materials (actual Contractor costs, not list prices), man-hours and rates. The same material costs, man-hours and rates, supervision, overhead, and profit shall be applied equally to a credits.

**H. LATE CHARGES FOR FAILURE TO COMPLETE ON TIME**

1. MCPS shall retain \$500.00 per each calendar day of delay beyond the completion date stipulated on the contract, 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 written approval for 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 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 contract time limit, the Contractor shall work overtime both their forces

and forces of their Sub-Contractors without additional cost to the contract price. The Contractor shall be responsible for all incidental costs in connection with such overtime work including, but not limited to, MCPS building services staff overtime as 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., required to overcome delays including, but not limited to, MCPS building services staff 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. Written application for extension shall be made immediately upon occurrence of condition that, in the opinion of the Contractor requires such an extension, with reason clearly stated and 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 is having 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 final written approval of the MCPS Contract Officer. No requests for extension due to weather conditions will be considered unless accompanied by documentary evidence supplied by the Weather Bureau showing, by comparison, that such weather suffered is abnormal to any of the past five years as recorded by the Weather Bureau. **No request for 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.**

#### **I. CONTRACTOR'S OVERTIME PROCEDURE**

If the Contractor chooses to work overtime for any reason and secures MCPS approval to do so, the Contractor shall be responsible for any associated costs including MCPS building services staff, overtime etc. Average building service staff overtime rate is \$35.00 per hour depending on the individual working. This rate is estimated and could either be more or less than the quoted overtime rate. 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 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.

#### **J. MCPS CONTRACTS OFFICE SUPERVISOR/ PROJECT COORDINATOR**

1. The Capital Improvement (CIP) Contracting Office Supervisor will represent MCPS in the execution of this contract. No changes in contract conditions or specifications will be made without the approval and authorization by the Director, of the Division

of Procurement.

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

**K. PRE-CONSTRUCTION INSPECTION OF EXISTING CONDITIONS**

The Contractor and the MCPS Project Coordinator shall schedule a meeting at the project site to thoroughly examine and inspect all existing conditions that will be affected by the work of this proposal. Existing conditions to be inspected consist of, but are not limited to, mechanical and electrical work, finishes, building envelope and site conditions. A thorough examination shall be performed, inspections made, and conditions documented for equipment, piping, ductwork, wiring, electrical devices, finishes, structures, etc., which are designated to remain and be reused, to be temporarily removed and re-installed in place, and/or to be removed and be permanently relocated. The Contractor shall prepare a detailed

report of this survey and submit to MCPS for approval prior to performing any work on-site. Failure to submit a report and obtain MCPS approval shall constitute acknowledgment by the Contractor that all existing conditions and work are in good condition and function properly. The Contractor assumes full, unconditional responsibility for maintaining existing conditions in good and working order. The Contractor shall demonstrate that the same good and functional conditions exist at the end of the project as existed prior to performing the contracted work. Any work or conditions found damaged or defective at project punch-out shall be repaired and/or replaced by the Contractor to the satisfaction of MCPS.

#### L. 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 installation **completion date**, as specified in the contract, to afford the Contractor time to rectify punch list corrections. Before calling for a punch-out inspection, all installations 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 shall be prepared by the Contractor and submitted to MCPS within five workdays. **The Contractor is entitled to one punch-out inspection and one final inspection 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.
2. The Contractor shall provide written warranty statement indicating start and end of warranty dates. Warranty document shall 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 approved and signed by the MCPS Project Coordinator.

#### M. QUALITY ASSURANCE

1. The Contractor shall only offer individual type system/product through one source from an MCPS approved single manufacturer. The installers shall perform all installations in accordance with manufacturer's procedures and MCPS specifications herein. Appropriately licensed trade persons shall perform all trade work. A copy of these licenses must be submitted to the MCPS Project Coordinator prior to performing any work. **Bidder must provide a letter of information showing the number of years in business and experience in this line of work to be included in their bid submission. Failure to supply as specified will disqualify your bid**

**proposal.**

2. The Contractor shall have been successfully engaged in the replacement, inspection, maintenance and repair of operable walls at commercial, governmental, or institutional agencies for a period of not less than five years, and currently shall have sufficient staff to adequately respond to repair needs of the equipment listed, within 48 hours after receiving a call.
3. The Contractor shall be required to have all necessary equipment for on-site repair.
4. The Contractor shall have experience in all types of electric operable walls such as: Brunswick, Holcome & Hoke, Horn, Houserman, Hufcor, Modern Fold, Panel Fold, Torjeson, Wayne, Richard Wilcox, and Advanced Equipment.
5. The Contractor shall have the capability and knowledge to repair and service the equipment with or without the electrical wiring diagram, construction plans or other information. Any existing plans, diagrams and information concerning the walls or mechanical equipment, shall remain in the school as property of MCPS. The Contractor must obtain any missing information and/or diagram needed to service and/or repair the unit.



**III. DETAILED SPECIFICATIONS****A. INSPECTIONS, PREVENTIVE MAINTENANCE AND REPAIRS**

1. It is the intention of these specifications to fully cover all required labor associated with the annual inspection of operable wall systems and to identify any safety and/or necessary repairs to the systems. The Contractor shall submit an inspection report and cost proposal for all items for repairs including all manufacture required Preventive Maintenance for each operable wall system in each school.
2. Inspections must include the following:
  - a. Manufacturer's recommendations for inspections
  - b. Ensure wall has the appropriate key switch operator systems to operate the partition.
  - c. Confirm key switch location has a clear recommended distance of (3 feet) from the partition.
  - d. Confirm wall stops opening or closing when key switch or button is released or when tripped by the safe path system
  - e. Inspect for obstructions: open doors, loose carpet or flooring or any fixtures above panels track, lighting, ceiling tile.
  - f. Confirm any pocket doors remain in full open position when operating wall.
3. Maintain an inventory of parts for each manufacture of operable walls in the schools, or have established contact to readily secure parts as needed.
3. Manufacturer Preventive Maintenance of units shall include, but not be limited to any and all required tasks such as:
  - a. Grease and lubricate all moving parts,
  - b. Check all carrier rollers and track conditions,
  - c. Adjust chain or cable operations,
  - d. Adjust all limit switches,
  - e. Check and adjust clutch assembly or power unit,
  - f. Check oil in gear reduction system,
  - g. Adjust tension on springs and idler arms,
  - h. Check all hinges for loose and missing screws and pins,
  - i. Adjust all floor sills to operate properly,
  - j. Check and adjust all bulb seals,
  - k. Check passes through door for operation and locking,
  - l. Drive all hinge pins up and lubricate,
  - m. Tighten all loose nuts and/or hanger rods, and
  - n. Check and tighten anchoring of wall jambs.
5. Related Tasks/Clean-Up

The Contractor is required to complete inspections and repairs to projects including but not limited to providing and installing and painting any trim as required, refasten or replace any ceiling grid systems that may have been removed, reinstall any other

item that may have been removed to allow for the system inspection or repair. Entire project must be left clean and operative wall ready to use after work is complete.

**B. REPLACEMENT**

The successful contractor shall provide design/build proposal for the replacement of existing operable wall systems based on specification herein. This includes but not limited to all required engineering services, electrical task to provide electricity from existing sources to the new system, modifications to existing steel structure as required, related accessories, removal of existing and all related tasks and materials to provide a completed project that is fully functional as intended by MCPS and the product manufacturer and that are following MCPS specifications and manufacturers installation instructions. The operable wall system shall be complete with all accessories, including "The Safe Path System" consisting of the following type of units; Top hung, individual stacking type acoustical steel operable wall partition; electrically operated for use in gymnasium. The bidder will be responsible for providing electrical service as required from existing panels. All modification to existing building shall be painted to match in accordance with MCPS, Project Coordinator directions. Premium commercial paint products such as Sherwin Williams or equal shall be used.

1. Extent of Work

Acoustical operable wall includes track, track suspension system and all acoustical treatment work located between the top of the wall and the underside of the structural deck.

2. Submittals

Shop drawings to be submitted to the MCPS Project Coordinator at 8301 Turkey Thicket Drive, Building A, 1st Floor, Gaithersburg, Maryland 20879 within 10 days after receipt of award notification letter from MCPS. Shop drawing shall include but not limited to operable wall height, width and thickness of wall panels, elevations, plans, material sizes and thickness, edge details, installation and track anchorage details and supports, wiring diagrams for coordination of electrical hook-up, all electrical wiring and connections and new electrical circuits ran to existing electrical panel as necessary to provide power to the new system. Drawing shall be stamped by a Maryland Licensed Architect insuring code compliance and structural integrity.

3. Samples

At the request of MCPS samples shall be provided and shall consist of the following:

- a. Metal panel finishes - 12" square
- b. Finishes to exposed architectural metal trim including soffits, track, brackets and hinges
- c. Carpet sample brochure
- d. 12" track section
- e. One front carrier ASM

- f. One panel carrier ASM

4. Manufacturer's Data

Submit a list of proposed materials, technical specifications, cleaning and protection recommendations, installation instructions complete with details of anchorage and other pertinent details and instructions for handling, storage and in-place protection.

- a. Manufacturer's service and maintenance data.
- b. Manufacturer's certification and test results for acoustical ratings.
- c. Wiring diagrams for coordination of electrical hook-up. **Electrical hook-up to be provided by the contractor as part of the installation.** Electrician performing work must be licensed and perform all work according to all applicable codes. This license must be submitted to MCPS Project Coordinator prior to performing work.

5. Site Coordination

Coordinate the dimensions of all floor and ceiling detail, wall openings clearance, overhead support requirements and other information affecting the proper installation of the operable wall partition system. Verify dimensions at the sites.

6. Installation

a. Quality Control

Operable Wall System shall be installed by technical staff experienced in the trade in accordance with approved manufacturer's printed instructions and the approved shop drawings. Operable wall system shall be properly aligned, leveled and true to plane without warping and left in perfect operational condition.

b. Bulkhead - Framing and Finishing

Contractor shall furnish all materials for framing and finishing of new carpentry work on existing bulkhead, this includes painting to match existing.

7. Related Tasks/Clean-Up

The installer is required to do a complete project including but not limited to providing and installing and painting any trim as required, refasten or replace any ceiling grid systems that may have been removed, reinstall any other item that may have been removed to allow for the system installation. Entire project, including panels etc. must be left clean and ready to use after installation is complete.

8. Removal - Existing Doors

- a. Existing doors and tracks, as indicated by the Project Coordinator, shall be removed from the school premises by the Contractor.
- b. MCPS reserves the right to remove any salvageable components from the existing doors.

9. MCPS Approved Manufacturers

Below is a list of MCPS approved manufacturers. These will be the only manufacturers accepted for this bid for Gymnasium Operable Wall Replacements with **Safe Path Systems**.

- a. **Modernfold**
- b. **Advance Equipment Corp.**
- c. **Panelfold, Inc.**
- d. **Gym Door Repairs, Inc.**

10. Product Minimum Specificationsa. Operation

Shall consist of a series of electrically operated, continuously hinged, flat steel panels, top supported and floating floor seals. Partition shall be operated by two key activated switches (as supplied by manufacturer), wired in series, the drive unit motor shall have an adjustable clutch type overload device. A chain drive attached to the lead panel shall pull the partition across the opening.

b. Panel Construction

Shall be 3" thick in manufacturer's standard panel widths - 48" maximum and of all steel construction. Panel skins shall be 21 gauge thick steel welded to a 16 gauge thick steel frame. Steel skins shall have laminated backing for rigidity. Top channel assembly shall be reinforced to support suspension components. "Wraparound" skin/panel construction\* shall not require or permit vertical trim on panel faces and shall, with astragal seals, provide a minimum "groove" appearance at the vertical panel joints. **ALL DOORS PANELS SHALL HAVE A MINIMUM SOUND RATING OF STC-52.**

\* Panel skins that are adhesive laminated to the frame or skins not welded directly to the steel frame shall not be acceptable.

11. Panel Finish

Shall be factory applied; class "A" Fire rated materials. Finish shall be acoustical, non-woven needle punch carpet, with fused fibers to prevent unraveling or fray of

material. Colors as selected by MCPS, Project Coordinator from manufacturer's standard colors after award.

12. Seals

Vertical seals between panels (astragal), shall be required in each panel edge and be of a reversible tongue and groove configuration. Astragal shall be steel for maximum durability and fire resistance. Rigid plastic astragals are not acceptable. Vertical astragal shall not allow a defined stripe at each vertical panel joint. Horizontal top seals shall be continuous - contact extruded vinyl bulb shape to prevent acoustical distortion with pairs of non-contacting vinyl fingers. Color - Dark Bronze. Operable floor seals shall be floating floor seals to compensate for steel deflection and/or out of level floors. Exposed seal channel shall be dark bronze. **Floating seal shall be in contact with floor at all times** and shall provide a roller wheel at each seal to ride on floor finish. Seal must accommodate 3.47" nominal panel clearance and provide a minimum of 2 1/2" of operation. Automatic or fixed type seals, or seals which are not in contact with the floor at all times will not be considered.

13. Suspension System

Shall consist of a continuous "C" channel shape steel track with a minimum 0.19" X 3" X 3" formed steel. Extruded aluminum track is not acceptable. The track shall be supported by adjustable steel hanger brackets connected to the structural support by pairs of 0.5" (13) diameter two threaded rods at spacing as required by manufacturer. Panels shall be supported by trolley assemblies consisting of four ball bearing steel wheels. Lead trolley to have eight (8) steel wheels. **Nylon or plastic wheels are NOT acceptable.** Trolleys shall be attached to alternating panels with a minimum of 0.75" diameter adjustable pendant bolts. Soffit shall be pre-painted steel.

14. Electric Operation

Shall consist of one horsepower 60 Hz, 208V, 3 phase motor. Motor shall be located above the stack area off center to the side of the track run and provide key operated switches on both sides of the gym wall or mounted on exterior walls.

15. Safety Detection System

Contractor to incorporate a complete safety detection system specifically designed for use on all existing and new electrically operated folding/ operable partitions as the "**The Safe Path System**" detection system shall create an infra-red barrier at each side of the entire operation path, so that immediate shut down will occur if any physical obstruction enters in to the operating path. When an obstruction is detected, the movement of the door shall instantly and automatically stop, regardless of the direction the door is traveling and an alarm shall sound. For continued operation of folding door, system must be manually re-armed by provided key switch.

16. Passage Doors

Provide two 36" x 80" matching pass doors with separate frame, same thickness and appearance as panels, equipped with friction latch, flush pulls and recessed self-illuminated exit signs. Locations of doors shall be at opposite ends of the wall and must clear bleachers when both are in open position. Swing direction of passage doors shall be in conjunction with ADA and Fire/Life Safety Code. No threshold will be permitted.

17. Maintenance & Traininga. Maintenance

Upon completion of the project, the Contractor shall supply the MCPS Project Coordinator with one set of maintenance manuals showing proper care and maintenance of the new system.

b. Training

The Contractor shall conduct a maintenance and operational training session for the MCPS school and maintenance staff on the proper maintenance and safe operating procedures before final acceptance. This training shall be at no additional cost and will be a maximum of four-hours. All training shall be conducted by a factory authorized representative.

**APPENDIX A**

**SECTION 00801 – MINORITY BUSINESS ENTERPRISE PROCEDURES**

**MINORITY BUSINESS ENTERPRISE PROCEDURES  
FOR  
STATE FUNDED  
PUBLIC SCHOOL CONSTRUCTION PROJECTS**

Revised JUNE 2008

**Approved by the Montgomery County Board of Education  
on October 2, 2017**

**These procedures supersede the latest procedures which were previously approved September 22,  
2008.**

**DATE OF ORIGINAL APPROVAL: September 22, 2008  
DATE OF REVISION: October 1, 2017**

These procedures were approved by the Interagency Committee on School Construction on June 26, 2008, amended on September 18, 2008, and shall be utilized by each public school system in Maryland as a condition for the receipt of State funds through the Public School Construction Program.

The effective date for implementation for projects in Montgomery County is October 14, 2008.

# MINORITY BUSINESS ENTERPRISE PROCEDURES FOR STATE FUNDED PUBLIC SCHOOL CONSTRUCTION PROJECTS

## TABLE OF CONTENTS

<u>SUBJECT HEADING</u>	<u>PAGE</u>
BACKGROUND	1
OVERVIEW	1
1.0 PURPOSE	1
2.0 EFFECTIVE DATE	2
3.0 DEFINITIONS	2
4.0 MBE GOAL SETTING PROCEDURES	4
5.0 IMPLEMENTING PROCEDURES - \$50,000 OR LESS	5
6.0 IMPLEMENTING PROCEDURES - OVER \$50,000	6
1. ADVERTISEMENTS, SOLICITATIONS AND SOLICITATION DOCUMENTS	6
2. OTHER ADVERTISEMENT AND OUTREACH REQUIREMENTS	7
3. ALL SOLICITATION DOCUMENTS SHALL INCLUDE	7
4. WAIVER PROCEDURES	9
5. ALL CONTRACTS SHALL INCLUDE	10
6. PROJECTS UTILIZING A CONSTRUCTION MANAGER DELIVERY METHOD	12
7. PROJECTS UTILIZING AN INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) OR JOB ORDER CONTRACT (JOC) DELIVERY METHOD	13
8. PROJECTS UTILIZING THE DESIGN/BUILD DELIVERY METHOD	13
7.0 RECORDS AND REPORTS	14
8.0 MONITORING	15
9.0 MINORITY BUSINESS ENTERPRISE LIAISON	16
 <u>ATTACHMENTS</u>	
ATTACHMENT A - CERTIFIED MINORITY BUSINESS ENTERPRISE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT	A-1
ATTACHMENT B - MBE PARTICIPATION SCHEDULE	B-1
ATTACHMENT C - OUTREACH EFFORTS COMPLIANCE STATEMENT	C-1
ATTACHMENT D - MINORITY BUSINESS ENTERPRISES SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT	D-1
ATTACHMENT E - MINORITY SUBCONTRACTOR UNAVAILABILITY CERTIFICATE	E-1
ATTACHMENT F - MBE WAIVER DOCUMENTATION	F-1
ATTACHMENT G - STANDARD MONTHLY CONTRACTOR'S REQUISITION FOR PAYMENT (IAC/PSCP FORM 306.4, PAGE 3 OF 16)	G-1
ATTACHMENT H - CLOSE-OUT COST SUMMARY (IAC/PSCP FORM 306.6)	H-1



# MINORITY BUSINESS ENTERPRISE PROCEDURES FOR STATE FUNDED PUBLIC SCHOOL CONSTRUCTION PROJECTS

## BACKGROUND

In 1978, the Maryland General Assembly passed legislation, which was signed into law to establish the State's Minority Business Enterprise Program. This new law set as a goal that at least 10 percent of each unit of State government's total dollar value of procurement contracts for purchases and/or contracts be awarded to minority business enterprises. This law was subsequently modified and the goal was increased to 14 percent. More recently, in 2001, the goal was increased to 25 percent with subcontracting sub-goals of 7 percent for certified African American-owned businesses and 10 percent for certified women-owned businesses.

In 1979, the Rules, Regulations, and Procedures for the Administration of the School Construction Program were revised by the Board of Public Works to require each local board of education to adopt procedures to attempt to include minority business enterprises in State funded school construction projects. The State law was revised and now states: "The Interagency Committee on School Construction (IAC) shall require each local board of education to adopt procedures consistent with this chapter before obtaining funds for public school construction projects".

In May 2007, the Rules, Regulations, and Procedures were replaced by regulations. The regulations concerning project procurement (COMAR 23.03.03) indicate that the State's minority business enterprise goals and procedures apply to all State funded projects, irrespective of procurement method.

## OVERVIEW

This Minority Business Enterprise (MBE) procedure document was originally developed in response to a requirement set forth in the Rules, Regulations, and Procedures for the Administration of the School Construction Program. The MBE requirement was originally established under HB 64, which was passed in the 1978 session of the Maryland General Assembly and signed into law as Chapter 575 of the Acts of 1978.

Since the Board adopted its original Minority Business Enterprise Procedures, there have been changes in State statutes, regulations adopted by the Board of Public Works, procedural requirements, project eligibility requirements and the level of State participation in school construction projects. This revised procedure is consistent with current legislation and the changes to the Code of Maryland Regulations (COMAR) requirements, effective November 7, 2005 and May 21, 2007.

### 1.0 PURPOSE

The purpose of the Procedures is to fulfill the intent of the law by setting goals for minority business enterprise participation in every contract that includes State funding through the Public School Construction Program. Local Educational Agencies (LEAs) shall attempt to achieve the result that a minimum of 25 percent of the total dollar value of all construction contracts is made directly or indirectly with certified minority business enterprises when State Public School Construction Program (PSCP) funds are utilized, with a minimum of 7 percent from certified African American-owned businesses, a minimum of 10 percent from certified women-owned businesses, and the balance from any certified minority business enterprises. All general contractors, including certified MBE firms, when bidding as general or prime contractors are required to attempt to achieve the MBE subcontracting goals from certified MBE firms.

### 2.0 EFFECTIVE DATE

These procedures have been adopted for use in Montgomery County and supersede previously utilized MBE procedures, and will take effect on or after September 22, 2008.

### 3.0 DEFINITIONS

1. **Certification** means the determination that a legal entity is a minority business enterprise consistent with the intent of Subtitle 3 of the State Finance and Procurement Article.

2. **Certified Minority Business Enterprise** means a minority business that holds a certification issued by the Maryland State Department of Transportation (MDOT).
3. **Corporation**, as defined by MDOT, is an artificial person or legal entity created by or under the authority of the laws of any state of the United States, the District of Columbia or a territory or commonwealth of the United States and formed for the purpose of transacting business in the widest sense of that term, including not only trade and commerce, but also manufacturing, mining, banking, insurance, transportation and other forms of commercial or industry activity where the purpose of the organization is profit. For eligibility for certification, disadvantaged and/or minority individuals must own at least 51 percent of the voting stock and at least 51 percent of the aggregate of all classes of stock that have been issued by the corporation. (Note: stock held in trust is not considered as stock held by the disadvantaged businesspersons when computing the business person(s) ownership.)
4. **Managerial Control**, as defined by MDOT, means that a disadvantaged or minority owner(s) has the demonstrable ability to make independent and unilateral business decisions needed to guide the future and destiny of a business.

Control may be demonstrated in many ways. For a minority owner to demonstrate control, the following examples are put forth, but are not intended to be all inclusive:

- a. Articles of Incorporation, Corporate Bylaws, Partnership Agreements and other agreements shall be free of restrictive language which would dilute the minority owner's control thereby preventing the minority owner from making those decisions which affect the destiny of a business;
  - b. The minority owner shall be able to show clearly through production of documents the areas of the disadvantaged business owner's control, such as, but not limited to:
    - 1) Authority to sign payroll checks and letters of credit;
    - 2) Authority to negotiate and sign for insurance and/or bonds;
    - 3) Authority to negotiate for banking services, such as establishing lines of credit; and
    - 4) Authority to negotiate and sign for contracts.
  - c. Agreements for support services that do not lessen the minority owner's control of the company are permitted as long as the disadvantaged or minority business owner's authority to manage the company is not restricted or impaired.
5. **Minority Business Enterprise (MBE)** means any legal entity, except a joint venture, that is (a) organized to engage in commercial transactions, and (b) at least 51 percent owned and controlled by one or more individuals who are socially and economically disadvantaged including:

African Americans;  
American Indian/Native Americans;  
Asians;  
Hispanics;  
Physically or mentally disabled individuals;  
Women; or  
A non-profit entity organized to promote the interests of physically or mentally disabled individuals.

6. **Minority Business Enterprise Liaison** means the employee of the school system designated to administer the Minority Business Enterprise Procedures for State funded public school construction projects.
7. **Operational Control**, as defined by MDOT, means that the disadvantaged or minority owner(s) must possess knowledge necessary to evaluate technical aspects of the business entity. The primary consideration in determining operational control and the extent to which the disadvantaged or minority owner(s) actually operates a business will rest upon the specialties of the industry of which the business is a part. The minority owner should have a working knowledge of the technical requirements needed to operate in his/her industry. Specifically, in the construction industry and especially among small (one to five person firms) contractors, it is reasonable to expect the disadvantaged or minority owner(s) to be knowledgeable of all aspects of the business. Accordingly, in order to clarify the level of operational involvement which a minority owner must

have in a business for it to be considered eligible, the following examples are put forth, but are not intended to be all inclusive:

- a. . The minority owner should have experience in the industry for which certification is being sought; and
  - b. The minority owner should demonstrate that basic decisions pertaining to the daily operations of the business are independently made. This does not necessarily preclude the disadvantaged or minority owner(s) from seeking paid or unpaid advice and assistance. It does mean that the minority owner currently must possess the knowledge to weigh all advice given and to make an independent determination.
8. **Ownership**, as defined by MDOT, means that:
- a. The minority owner(s) of the firm shall not be subject to any formal or informal restrictions, which limit the customary discretion of the owner(s). There shall be no restrictions through, for example, charter requirements, by-law provisions, partnership agreements, franchise or distributor agreements or any other agreements that prevent the minority owner(s), without the cooperation or vote of any non-minority, from making a business decision of the firm.
  - b. This means that the disadvantaged or minority persons, in order to acquire their ownership interests in the firm, have made real and substantial contributions of capital, expertise or other tangible personal assets derived from independently owned holdings without benefit of a transfer of assets, gift or inheritance from non-minority persons. Examples of insufficient contributions include a promise to contribute capital, a note payable to the firm or its owners who are not minority persons or the mere participation as an employee rather than as a manager. If the ownership interest held by a disadvantaged or minority person is subject to formal or informal restrictions, such as options, security interests, agreements, etc., held by a non-minority person or business entity, the options, security interests, agreements, etc., held by the non-minority person or business entity must not significantly impair the disadvantaged or minority person's ownership interest.
9. **Partnership** means an unincorporated association of two or more persons to carry on as co-owners of a business for profit. For a partnership to be deemed eligible for certification under the MDOT Program, the disadvantaged or minority person's interest must be at least 51 percent of the partnership capital.
10. **Socially and Economically Disadvantaged** means a citizen or lawfully admitted permanent resident of the United States who is socially disadvantaged and economically disadvantaged. The law establishes the level of personal net worth at \$1,500,000, above which an individual may not be found to be socially and economically disadvantaged.
11. **Sole Proprietorship**, as defined by MDOT, is a for-profit business owned and operated by a disadvantaged or minority person in his or her individual capacity. For a sole proprietorship to be deemed eligible for certification under the DBE/MBE Program, the disadvantaged or minority person must be the sole proprietor.

#### 4.0 MBE GOAL SETTING PROCEDURES

1. The MBE program requires that all race-neutral measures be considered before making use of race-based measures. Using a combination of race-neutral and race-based measures for each specific school construction project will help ensure that certified MBE firms are afforded the opportunity to submit bids and be utilized to the greatest extent possible.
2. Race-neutral measures include any action taken by the LEA to make it easier for all contractors, including MBEs, to compete successfully for public school construction project contracts.
3. Race-based measures include setting an overall MBE goal and MBE subgoals, if applicable, based upon race, gender, ethnicity, etc., for a specific project.
4. The overall MBE goal and the subgoals, if applicable, should be set for each specific project, considering but not limited to, the following factors:

- a. The extent to which the work to be performed can reasonably be segmented to allow for MBEs to participate in the project;
  - b. A determination of the number of certified MBEs that potentially could perform the identified work;
  - c. The geographic location of the project in relationship to the identified certified MBEs;
  - d. Information obtained from other State departments/agencies related to establishing a MBE goal and/or subgoals for similar construction projects or work in the jurisdiction;
  - e. Information obtained from other State departments/agencies related to MBE participation in similar construction projects or work in the jurisdiction; and
  - f. Any other activities or information that may be identified as useful and productive.
5. The superintendent or designee shall establish one or more procurement review groups (PRG). The PRG must include at a minimum the MBE Liaison, and the procurement officer (PO) or a representative from the procurement office. The PRG could also include a capital improvement project manager, the project Architect, the cost estimator, the Construction Manager, and/or other individuals selected by the superintendent or designee.
- a. The PRG should communicate and/or meet as needed to consider the MBE subcontracting goal and subgoals, if applicable, for individual projects or groups of projects.
  - b. The PRG should consider the factors cited in 4 above when establishing the MBE goal and subgoals, if applicable, for each project or segmented piece of a project that are reasonable and attainable.
  - c. The PRG must complete and submit a written analysis for each State-funded school construction project with an estimated cost that is expected to exceed \$200,000.
    - i. For State-funded projects that require review of construction documents (CD), the written analysis shall be submitted with the CD documents to the Department of General Services, and will be reviewed by DGS for submission, appropriate signatures, and correspondence between the goal and subgoals, if applicable, indicated in the analysis and those of the procurement documents
    - ii. For State-funded projects that do not require review of construction documents, the written analysis shall be submitted to the Public School Construction Program, and will be reviewed by the PSCP for submission and appropriate signatures.
    - iii. For locally funded projects that are anticipated to be requested for State approval of planning and funding, the written analysis shall be submitted with the CD documents to the Maryland State Department of Education, and will be reviewed by MSDE for submission, appropriate signatures, and correspondence between the goal and subgoals, if applicable, indicated in the analysis and those of the procurement documents. Submission of this document is a pre-conditions for recommendation for State approval of planning and funding when submitted in an annual CIP.
  - d. For projects estimated to cost between \$50,000 and \$200,000 the same analysis form is to be completed and submitted. This could be a responsibility of the PRG, but could be performed by others as well.
    - i. For State-funded projects that require review of construction documents (CD), the written analysis shall be submitted with the CD documents to the Department of General Services, and will be reviewed by DGS for submission, appropriate signatures, and correspondence between the goal and subgoals, if applicable, indicated in the analysis and those of the procurement documents.
    - ii. For State-funded projects that do not require review of construction documents, the written analysis shall be submitted to the Public School Construction Program, and will be reviews by the PSCP for submission and appropriate signatures.
  - e. If the project cost is estimated to exceed \$200,000, then a copy of the written analysis shall also be sent to GOMA at the same time that the written analysis is submitted to the DGE or PSCP.
  - f. The PRG should consult with local counsel for the Board of Education as needed.
5. It is recognized that by utilizing the factors cited in 4 above, the MBE goal and/or subgoals, if applicable, for a specific project or portion thereof may be significantly higher than the overall goals of the program (25% overall, with 7% from African American-owned businesses and 10% from women-owned businesses). It is

also recognized and possible that there will be MBE goals set that are lower than those stated above or even that no MBE goal and/or subgoals will be set for a specific project or the segmented piece of the project.

6. Assistance in reviewing the factors cited in 4 above and setting a goal and/or subgoals, if applicable, for specific projects or a segmented piece of a project can be obtained by contacting the Public School Construction Program and/or the Governor's Office of Minority Affairs.

## **5.0 IMPLEMENTING PROCEDURES - \$50,000 OR LESS**

For construction projects estimated to cost \$50,000 or less, the following procedures will be utilized

1. A MBE goal and/or MBE subgoals are not required to be set for contracts that are anticipated to be for \$50,000 or less.
2. All advertisements, solicitations, and solicitation documents shall include the following statement:
  - a. "Certified Minority Business Enterprises are encouraged to respond to this solicitation."
3. To encourage greater MBE participation the staff of the school system should send out notices of potential projects and a specific project to MBEs to solicit bids or proposals directly from minority business enterprise contractors that are certified.
4. A copy of the solicitation notice, preferably electronically, shall be sent to the Governor's Office of Minority Affairs at the same time the advertisement for the solicitation is released.
5. When a pre-bid or pre-proposal conference or meeting is held, the MBE liaison or designated representative shall explain that all bidders or offerors are encouraged to utilize certified MBEs for this project or segments of the project.
6. Upon request for a specific project, the school system shall provide one set of drawings and specifications (and addenda when issued) to minority business enterprise associations recognized by the Governor's Office of Minority Affairs. They will be available free of charge to be picked up at a location designated by the LEA. A review of the bid or proposal activity submitted by an association's members may be initiated to justify continuation of this service.
7. Minority Business Enterprise forms identified in Section 6.0 of this procedure for projects over \$50,000, are not required to be submitted for these projects (\$50,000 or less).
8. The names of prime contractors obtaining drawings and specifications will be shared with certified MBEs and MBE associations, upon request.
9. At the time of the contract award, the MBE Liaison or a designated person will record any anticipated certified minority business enterprise participation data made available from the successful contractor.
10. A business that presents itself as a minority business may participate in a project but may not be counted toward MBE participation until it is a certified minority business enterprise. If the MBE is not certified at the time of contract award, it may not be counted at that time. Only the funds paid after MDOT certification can be counted as MBE participation in the project. If a certified MBE fails to meet the standards specified in State Finance and Procurement Article 14-301 (G) and (I), Annotated Code of Maryland, the payments made to the MBE can be recorded and counted under a contract entered into when the MBE was eligible and certified. Ineligibility of an MBE to participate in the MBE program may not be the sole cause of the termination of the MBE contractual relationship for the remainder of the term of the contract.
11. The contractor will complete the Standard Monthly Contractor's Requisition for Payment (IAC/PSCP Form 306.4), specifically page 3 of 16, Minority Business Enterprise Participation, with each requisition submitted for payment. If certified MBE firms are known at the time of contract award their names and other appropriate information should be entered on page 3 of the first and all subsequent requisitions for payment. Any MBEs identified during the life of the project should be added as soon as the contractor engages them.

12. Upon completion of the project the contractor will provide a summary of the total of all funds paid to certified MBE firms. This should be within the contractor's final requisition for payment.

## **6.0 IMPLEMENTING PROCEDURES - Over \$50,000**

For construction projects estimated to cost in excess of \$50,000, the following procedures will be utilized:

1. All advertisements, solicitations, and solicitation documents shall include the following statements:
  - a. "Certified Minority Business Enterprises are encouraged to respond to this solicitation notice."
  - b. "The contractor or supplier who provides materials, supplies, equipment and/or services for this construction project shall attempt to achieve the specific overall MBE goal of \_\_\_\_ percent established for this project. All prime contractors, including certified MBE firms, when submitting bids or proposals as general or prime contractors, are required to attempt to achieve this goal from certified MBE firms."
  - c. If subgoals have been established for this project then one of the following should be included:
    - 1) "The subgoals established for this project are \_\_\_\_ percent from African American-owned businesses and \_\_\_\_ percent from woman-owned businesses."
    - 2) "The subgoal established for this project is \_\_\_\_ percent from African American-owned businesses."
    - 3) "The subgoal established for this project is \_\_\_\_ percent from woman-owned businesses."
  - d. "The bidder or offeror is required to submit with its bid or proposal a completed Attachment A - Certified MBE Utilization and Fair Solicitation Affidavit and Attachment B - MBE Participation Schedule, as described in the solicitation documents.
  - e. If there is no overall MBE goal or MBE subgoals established for the project, then only 1.A. above is to be included.
2. Other Advertisement and Outreach Requirements
  - a. To encourage greater MBE participation the staff of the school system should send out notices of potential projects to MBEs or solicit bids or proposals directly from minority business enterprise contractors that are certified.
  - b. A copy of the solicitation notice, preferably electronically, shall be sent to the Governor's Office of Minority Affairs at the same time the advertisement for the solicitation is released.
  - c. Upon request for a specific project, the school system shall provide one set of drawings and specifications (and addenda when issued) to minority business enterprise associations recognized by the Governor's Office of Minority Affairs. They will be available free of charge to be picked up at a location designated by the LEA. A review of the bid or proposal activity by an association's members may be initiated to justify continuation of this service.
  - d. When a pre-bid or pre-proposal conference is held, the MBE Liaison or designated representative shall explain the MBE goal and subgoals, if applicable; the MBE provisions of the solicitation; the documentation required at the time of submission; its relationship to the responsiveness of the bidder or offeror; how to complete the required attachments, particularly A, B, and C; and additional information and supporting documentation that may be required after the bid or proposal opening. All contractors who attend the pre-bid or pre-proposal conference should receive a list or information explaining how to obtain a listing of certified MBE firms who could perform the work or have expressed an interest in performing the school construction work required for the specific project in the jurisdiction.
  - e. The names of prime contractors obtaining drawings and specifications will be shared with certified MBEs and MBE associations, upon request.
  - f. The MBE liaison, in conjunction with the procurement officer or project staff, should respond to all applicable questions and concerns relating to the project's MBE requirements completely and in a timely fashion to ensure that all potential contractors and subcontractors can compete effectively.
3. All Solicitation Documents Shall Include the Following:
  - a. "Certified Minority Business Enterprises are encouraged to respond to this solicitation notice".

- b. “The contractor or supplier who provides materials, supplies, equipment and/or services for this construction project shall attempt to achieve the result that a minimum of \_\_ percent of the total contract value is with certified Minority Business Enterprises, with a minimum of \_\_ percent from certified African American-owned businesses, a minimum of \_\_ percent from certified women-owned businesses, and the balance from any certified Minority Business Enterprises. All contractors, including certified MBE firms, when submitting bids or proposals as prime contractors, are required to attempt to achieve the MBE goal and subgoals, if applicable, from certified MBEs”. Note: see 6.1.C. above for variations that may be required.
- c. Each bid or offer submitted, including a submittal from a certified MBE in response to this solicitation, shall be accompanied by a completed Attachment A - Certified MBE Utilization and Fair Solicitation Affidavit and a completed Attachment B - MBE Participation Schedule. These two attachments must be accurate and consistent with each other.
- 1) Attachment A and Attachment B shall be submitted with the sealed bid price or proposal at a place, date, and time specified in the solicitation document.
  - 2) As an alternative, and at the discretion of the school system, Attachment A could be submitted with the sealed bid price or proposal at a place, date, and time specified in the solicitation document. The sealed bids or proposals received by the time specified could be held, unopened for a maximum of 30 minutes. Within that time (30 minutes) each bidder or offeror must submit Attachment B, in a separate sealed envelope. The sealed price envelopes from each bidder or offeror who submits both the sealed bid or proposal and the envelope with Attachment B will then be opened and reviewed and recorded as a viable submission. Any contractor that fails to submit the second envelope, with Attachment B, prior to the specified time allowed (30 minutes) after the submittal of the sealed bid or proposal will be deemed non-responsive and the sealed bid or proposal will not be opened or considered.
- d. The submittal of a completed and signed Attachment A - Certified MBE Utilization and Fair Solicitation Affidavit and a completed and signed Attachment B - MBE Participation Schedule indicates the bidder’s or offeror’s recognition and commitment to attempt to achieve the MBE goal and/or MBE subgoals, if applicable, for the specific project.
- 1) The bidder or offeror recognizes that their efforts made to initiate contact, to solicit, and to include MBE firms in this project will be reviewed carefully and evaluated based upon the actions taken by them prior to and up to 10 days before the bid or proposal opening. Follow-up actions taken by the bidder or offeror within the 10 days prior to the bid opening will also be considered.
  - 2) Based upon this review and evaluation it will be determined, by the MBE liaison, procurement officer, or a designated person, if a good faith effort was made by the apparent low bidder or apparent successful offeror.
- e. The bidder or offeror must check one of the three boxes on Attachment A, which relates to the level of MBE participation achieved for the project. The bidder’s or offeror’s signature indicates that in the event that they did not meet the MBE goal or subgoals, if applicable, that:
- 1) They are therefore requesting a waiver, and
  - 2) Documentation of their good faith efforts will be provided to the school system staff within 10 days of being notified that they are the apparent low bidder or apparent successful offeror.
- f. The bidder or offeror must submit Attachment B (as and when described above), which lists and provides information related to each certified MBE firm that the bidder or offeror will utilize on this project. A completed and accurate Attachment B is required. All of the work specified to be performed by each MBE firm, the contact information, MDOT certification number, minority code, the dollar values, and percentages must be correct.
- g. Attachment B should be completed and submitted with all calculations utilizing the base bid or offer only. A revised Attachment B should be submitted by the successful bidder or offeror once a determination is made as to the acceptance and/or rejection of any alternates.
- h. If a request for a waiver has been made, the appropriate box on Attachment A has been checked and the attachment signed, then the LEA should obtain and review the apparent low bidder’s or successful offeror’s supporting documentation of the good faith efforts to justify the granting of the waiver, prior to submitting the contract award for approval to the board of education.

- i. The following documentation shall be considered as part of the contract, and shall be furnished by the apparent low bidder or successful offeror to the MBE Liaison or designated person, within ten (10) working days from notification that the firm is the apparent low bidder or successful offeror:
  - 1) A completed Attachment D - Minority Business Enterprise Subcontractor Project Participation Statement shall be completed and signed by the prime contractor and each MBE firm listed on Attachment B - MBE Participation Schedule and Attachment C - Outreach Efforts Compliance Statement shall be signed and completed by the bidder or offeror.
  - 2) Notification for purposes of this procedure means the earliest of the following methods of communication: orally in person, orally by telephone, orally by a telephone message, a faxed communication, a letter by date received or an electronic communication.
  - 3) The ten (10) working days do not include the day the notification is received, weekends or holidays (State or Federal), but the material submitted must be received by the close of business on the tenth day.
  - 4) The requirement to submit the above-listed documentation within the time frame specified will be considered by the IAC in its review of the request for contract award for the project. Failure to submit the required documentation within the time frame specified may result in a delay of the approval of the award of the contract, or the materials being returned without the approval of the award of the contract.

#### 4. Waiver Procedures

- a. If the apparent low bidder or successful offeror has determined that they are unable to meet the overall MBE goal or subgoals, if applicable, for the project at the time of submission of a bid or offer, they must check either of the two boxes on Attachment A. The signature recognizes and acknowledges that a request for a waiver is being made. The apparent low bidder or successful offeror will therefore be required to submit information and substantiating documentation that will be reviewed to justify the granting of a waiver.
- b. If the apparent low bidder or successful offeror is unable to achieve the overall MBE contract goal and/or the MBE subgoals, if applicable, from certified African American-owned businesses and/or from certified women-owned businesses, the apparent low bidder or successful offeror shall submit, within 10 working days from notification that the firm is the apparent low bidder or successful offeror, a completed Attachment C - Outreach Efforts Compliance Statement, Attachment E - Minority Subcontractors Unavailability Certificate, and Attachment F - MBE Waiver Documentation which shall include the following:
  - 1) A detailed statement of the efforts made by the bidder or offeror to identify and select portions of the work proposed to be performed by subcontractors in order to increase the likelihood of achieving the stated goal;
  - 2) A detailed statement of the efforts made by the bidder or offeror prior to and up to at least ten (10) days before the bid or proposal opening to solicit minority business enterprises through written notices that describe the categories of work for which subcontracting is being solicited, the type of work to be performed and specific instructions on how to submit a bid or proposal;
  - 3) Follow-up actions taken by the bidder or offeror within the 10 days prior to the bid or proposal opening will also be considered.
  - 4) A detailed statement of the bidder's or offeror's efforts to make personal contact with MBE firms identified for item (2) above;
  - 5) A record of the name, address, telephone number and dates contacted for each MBE identified under items (2) and (3) above;
  - 6) A description of the information provided to MBEs regarding the drawings, specifications and the anticipated time schedule for portions of the work to be performed;
  - 7) Information on activities to assist minority business enterprises to fulfill bonding requirements or to obtain a waiver of these requirements;
  - 8) Information on activities to publicize contracting opportunities to minority business enterprises, attendance at pre-bid or pre-proposal meetings or other meetings scheduled by the MBE Liaison or designated representative; and
  - 9) As to each MBE that placed a subcontract quotation or offer which the apparent low bidder or successful offeror considers not to be acceptable, a detailed statement of reasons for this conclusion.



- c. In addition to any waiver documentation the apparent low bidder or successful offeror shall submit one completed Attachment D - Minority Business Enterprise Subcontractor Project Participation statement for each MBE firm that will participate in the project consistent with the information previously provided at the time of the submission of Attachment B or the revised Attachment B.
- d. A waiver of an MBE contract goal or subgoal, if applicable, may be granted by the school system only upon receipt of Attachment C - Outreach Efforts Compliance Statement, Attachment E - Minority Subcontractors Unavailability Certificate, and Attachment F - MBE Waiver Documentation as described above in items 1) through 9)
  - 1) The MBE Liaison will review and accept or reject the minority business enterprise material that is submitted, and could obtain legal advice or assistance from their attorney.
  - 2) The MBE waiver request may not be considered unless all of the documentation specified above has been submitted in a timely fashion by the apparent low bidder or successful offeror.
  - 3) Assistance in the review of a request for a waiver (the documentation and justifications) may be requested from the Public School Construction Program and/or the Governor's Office of Minority Affairs.
  - 4) If a determination is made that the apparent low bidder or successful offeror did make a good faith effort, based upon a review of the documentation submitted, then the waiver must be granted. The award of contract shall then be made. The material and information submitted, including the LEA's review and analysis notes and conclusion shall be retained in the project file.
  - 5) If a determination is made that the apparent low bidder or successful offeror did not make a good faith effort, based upon a review of the documentation submitted, then the waiver should not be granted. The material and information submitted, including the LEA's review and analysis notes and conclusion, shall be retained in the project file. The award of contract shall then be made to the next lowest bidder or offeror, who meets the contractual requirements, including the MBE requirements.
  - 6) When a waiver is granted, a copy of Attachment F - MBE Waiver Documentation, accepted and signed by a school system representative and with the reasons for the determination, shall be forwarded to the Governor's Office of Minority Affairs and the Public School Construction Program within ten (10) days after approval of the contract award by the board of education. Failure to submit the required documentation within the time frame specified may result in delayed approval of the award of contract by the IAC.

5. All Contracts Shall Include The Following:

- a. "The contractor shall perform the contract in accordance with the representations made in Attachment A - Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit and Attachment B - MBE Participation Schedule, submitted as part of the bid or proposal".
- b. "Failure to perform the contract as specified and presented in the bid or proposal submission without prior written consent of the owner shall constitute a violation of a material term of the contract".
  - 1) The contractor shall structure his/her operations for the performance of the contract to attempt to achieve the MBE goals as stated in the solicitation document.
  - 2) The contractor agrees to use his/her best efforts to carry out these requirements consistent with the efficient and effective performance of the contract.
  - 3) The contractor must ensure that all certified MBEs shall have the maximum practical opportunity to compete for additional subcontract work under the contract, even after the award of the contract.
  - 4) The contractor shall submit monthly to the MBE Liaison or the school system's designated representative a report listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.
  - 5) The contractor shall included in its agreements with its certified MBE subcontractors, a requirement that those subcontractors submit monthly to the MBE Liaison or appropriate representative a report that identifies the prime contract and lists all payments received from the contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices.
  - 6) The contractor shall cooperate in any reviews of the contractor's procedures and practices with respect to minority business enterprises, which the MBE Liaison, the Public School Construction Program, and/or the Governor's Office of Minority Affairs may, from time to time, conduct.
  - 7) The contractor shall maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed

by all MBE participants must be retained by the contractor and furnished to the MBE Liaison and or appropriate representative on request.

- 8) All records concerning MBE participation must be retained by the contractor for a period of five years after final completion of the contract, and will be available for inspection by the MBE Liaison, representatives from the Public School Construction Program and/or other designated official entities.
- 9) At the option of the MBE Liaison or appropriate agency representative, upon completion of the contract and before final payment and/or release of retainage, the contractor shall submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.
- 10) If at any time after submission of a bid or proposal and before execution of a contract, the apparent successful bidder or offeror determines that a certified MBE listed on Attachment B - MBE Participation Schedule has become or will become unavailable, then the apparent successful bidder or offeror shall immediately notify the procurement officer and provide such officer with a reason(s) why the change has occurred. Any desired change in Attachment B - MBE Participation Schedule shall be approved in advance by the procurement officer and shall indicate the contractor's efforts to substitute another certified MBE subcontractor to perform the work. Desired changes occurring after the date of contract execution may occur only upon written approval by the LEA.
- 11) A business that presents itself as a minority business may participate in a project but the contract value may not be counted toward the MBE goal or subgoals, if applicable, until the business is certified by MDOT. If it is not certified at the time of contract award it may not be counted toward the goal or subgoals, if applicable, at that time. Only the funds paid after MDOT certification can be counted toward meeting the MBE goal or subgoals, if applicable. If a certified MBE fails to meet the standards specified in State Finance and Procurement Article.14-301, Annotated Code of Maryland, the payments made to the MBE can be recorded and counted under a contract entered into when the MBE was eligible and certified. Ineligibility of an MBE to participate in the MBE program may not be the sole cause of the termination of the MBE contractual relationship for the remainder of the term of the contract.
- 12) Contractors are encouraged to seek additional MBE participation in their contracts during the life of the project. Any additional MBE participation from certified MBEs should be reported to the MBE liaison and should be included in subsequent monthly requisitions for payment.
- 13) The contractor shall complete the Standard Monthly Contractor's Requisition for Payment (IAC/PSCP Form 306.4), specifically page 3 of 16, *Minority Business Enterprise Participation*, with each requisition submitted for payment. This submittal should accurately reflect the payments to be made that month to MBEs, and the cumulative total for the period specified. Any and all MBE firms that are identified on Attachment B – MBE Participation Schedule should be included on page 3 of the first and all subsequent requisitions for payment. Any MBEs identified during the life of the project should be added as soon as the contractor engages them.
- 14) At the completion of the project the contractor shall prepare a written summary of the final certified MBE participation in the contract as compared to the proposed participation at the time of contract award. This should include the name of each certified MBE, the amount that was anticipated to be paid at the time of contract award, the amount actually paid, and an explanation of any differences that have occurred. Special attention should be given to any situations where the final payments to any MBE was below the level of commitment at the time of contract award.

#### 6. Projects Utilizing a Construction Manager Delivery Method

This section of the procedure has been prepared based upon the utilization of Construction Manager Agency method of delivery. If another alternative method of project delivery is being considered, then these procedures would need to be adapted in consultation with the PSCP before proceeding.

- a. For projects that are being designed and solicited utilizing a Construction Manager Agency delivery method with multiple prime contracts, the school system can structure its procedures to attain the overall MBE goal and subgoals, if applicable, for the project as presented below:
- b. The MBE liaison and other school system staff should work with the project's construction manager, cost estimator, and architect, along with any other individuals who could provide assistance, to determine the overall MBE utilization strategy for the work required, appropriate bid packages, and an appropriate overall MBE goal and subgoals, if applicable, for each specific bid or proposal package.
- c. The overall MBE goal and subgoals, if applicable, for the project shall represent the aggregate of the individual goals and subgoals, if applicable, set for each bid or proposal package.

- d. In setting the specific goals and subgoals, if applicable, for each solicitation package consideration should be given to the potential for MBE participation to the maximum extent possible. The information and procedures provided in section 4.0 MBE Goal Setting Procedures should be consulted and followed for these types of projects.
  - e. Prior to submitting the construction documents for State review and authorization to solicit bids or proposals, the school system's representative will prepare a complete list of the individual solicitation packages and indicate the MBE goal and subgoals, if applicable, for each solicitation package. This would include the overall MBE goal and subgoals, if applicable, established in the solicitation documents, the estimated cost for each solicitation package, and the estimated MBE dollar amounts for each solicitation package. A copy of this list should be submitted with the construction documents. The list should be retained as a record by the school system for comparison to the actual contracts awarded with MBE participation, and the final actual MBE participation at the completion of the project.
  - f. Contractors submitting bids or proposals for solicitation packages that do not include a MBE goal and subgoals, if applicable, would not be required to submit any of the MBE attachments that are otherwise required nor would they be required to indicate that they are requesting a waiver. The school system representative would, however, request information from the contractor at the completion of the project to determine if any certified MBE firms had participated in the contract.
  - g. All other submittals of MBE materials and reporting requirements are applicable for the project, including the submittal of attachments a and b as described above in section 6.0. this includes the documentation for a request for a waiver, if applicable and appropriate.
7. Projects Utilizing an Indefinite Delivery/Indefinite Quantity (IDIQ) or Job Order Contracting (JOC) Method of Delivery
- a. The solicitation should be prepared and the overall MBE goal and subgoals, if applicable, established based upon the type of work that is anticipated to be specified or performed under the contract and the availability of certified MBEs. This could include an analysis of the percentages of the different types of work, the estimated dollar value in the entire contract, and the availability of MBEs.
  - b. If an overall goal and subgoals, if applicable, are set the bidders or offerors would be required to submit Attachment A - Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit in which they could indicate their anticipated MBE participation based upon the entire contract amount and the types of work specified. The award of contract can be made based upon their estimate of MBE participation since there is no specific task order or description of work to be performed and subcontractors have not been identified or engaged through any type of commitment or subcontract.
  - c. Since MBE participation is only anticipated in a general sense as an objective and specific contracts to MBEs have not been signed, then the contract award would not be included in any reporting to the PSCP or subsequent reporting to GOMA.
  - d. However, as the contract proceeds and individual task orders and/or purchase orders are issued, the contractor should submit Attachment B - MBE Participation Schedule for any and all projects or work where MBE subcontractors and/or suppliers might reasonably be utilized. Discussions between the contractor or offeror and the LEA as the task orders and/or purchase orders are being developed should address this aspect of the contract requirements.
  - e. Any MBE participation should be recorded by the MBE liaison and reported to the PSCP MBE Liaison as the task orders and/or purchase orders are approved.
  - f. The contractor shall complete the Standard Monthly Contractor's Requisition for Payment (IAC/PSCP FORM 306.4), specifically page 3 of 16, *Minority Business Enterprise Participation*, with each requisition submitted for payment. This submittal should accurately reflect the payments to be made that month to MBE S, and the cumulative total for the period specified. Any and all MBE firms that are identified on Attachment B - MBE Participation Schedule should be included on page 3 of the first and all subsequent requisitions for payment. Any MBEs identified during the life of the project should be added as soon as the contractor engages them.
  - g. At the completion of the contract period or the full utilization of the contract's value a report should be prepared by the LEA MBE Liaison and submitted to the PSCP MBE Liaison summarizing the MBE participation in each and all of the task orders or purchase orders issued under the contract. This should include the anticipated MBE participation prior to the issuance of the solicitation, the MBE participation anticipated at the time of contract award and the actual MBE participation at the completion of the contract.
8. Projects Utilizing the Design/Build Delivery Method

- a. The solicitation is for both A/E services and the actual construction of a public school project. The solicitation should be prepared and the MBE goal and subgoals, if applicable, established for the construction work that is anticipated for the project. The goal setting procedures described in Section 4.0 above should be utilized for these types of projects.
- b. The bidders or offerors should be required to submit Attachment A - Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit on which they would indicate their anticipated MBE participation based upon the construction work anticipated and their understanding of the MBE goal and subgoals, if applicable, the types of work involved, and the availability of certified MBEs for the project. Since there are no detailed plans or designs for the project and there are no contracts or subcontracts for the actual construction work there is no need to submit any other MBE attachments, at this time.
- c. If the bidder or offeror, who is to be awarded this contract has indicated that they do not anticipate achieving the overall MBE participation goal and subgoals, if applicable, for this project on Attachment A, then they are in effect requesting a waiver. They will be required to submit documentation at a later date to justify this request.
- d. As the project proceeds through the design phase and the project is nearing the completion of the construction documents for submission to the State to review, the Design/Build Team (team) in consultation with LEA representatives should discuss the opportunities and potential for certified MBEs to participate in the project.
- e. The team should begin to identify potential contractors and subcontractors, opportunities to segment the project, and MBEs that could participate in the project.
- f. At a point in time that is approximately 30 days prior to the anticipated CD submission to the State, the team should complete and submit Attachment B - MBE Participation Schedule to the LEA for their review and approval.
- g. If the team had indicated on Attachment A that they would meet the goals and the information on Attachment B indicates that they did meet the goals then the team should proceed with the construction of the project.
- h. If the team had indicated on Attachment A that they did not anticipate meeting the overall MBE goal and subgoals, if applicable, or only a portion of the goal and subgoals, if applicable, then Attachment B should be reviewed by the LEA. The team should, at this time, submit their documentation in support of the waiver requested.
- i. The proposed MBE participation should be reviewed and a determination made as to whether the team has made a good faith effort to meet the MBE goals and subgoals, if applicable, established for the project and as stated on Attachment A, previously submitted.
- j. If a request for a waiver is made and approved, Attachment F – MBE Waiver Documentation should be signed by a school system representative and submitted to the PSCP and the Governor’s Office of Minority Affairs.
- k. Since there was no MBE participation reported at the time of the award of the Design/Build contract, the LEA would submit the entire package of information, including all of the MBE related attachments to the PSCP within ten (10) days of the team being directed to proceed with the actual construction work.
- l. All other submittals of MBE materials and reporting requirements are applicable for the project, as described above in Section 6.0.

## 7.0 RECORDS AND REPORTS

1. The MBE Liaison shall maintain such records as are necessary to confirm compliance with its Minority Business Enterprise Procedures and activities. The records shall be maintained until the project is audited by the Public School Construction Program. These records shall include by project:
  - a. The contractor report submitted at the completion of the project;
  - b. The identity of the minority contractors employed on the project;
  - c. The type of work performed;
  - d. The actual dollar value of the work, services, supplies or equipment; and
  - e. The MBE percentage of the total contract.
2. The MBE Liaison will maintain a record of all waivers approved for each project or solicitation package where the prime contractor was unable to achieve the established overall goal or subgoals, if applicable. The MBE Liaison will, however, report to the PSCP all MBE participation by MDOT certified firms who are prime contractors, subcontractors, suppliers, or otherwise making an economically viable contribution to

each project. This information shall be reported to PSCP within ten (10) days after approval of the award of the contract by the board of education.

3. The LEA shall submit the “Certified Minority Business Enterprise Participation Standard Monthly Contractor’s Requisition for Payment” (IAC/PSCP Form 306.4 page 3 of 16, located in the Administrative Procedures Guide), which is Attachment G in this procedure, to the PSCP Director of Fiscal Services as part of the regular monthly request for payment for the project.
4. The LEA shall submit the “Close-Out Cost Summary” (IAC/PSCP Form 306.6 located in the Administrative Procedures Guide), which is Attachment H of this procedure, along with the “Certified Minority Business Enterprise Participation Standard Monthly Contractor’s Requisition for Payment” (IAC/PSCP Form 306.4) to the PSCP Director of Fiscal Services within 180 days of completion of the project.
5. Each fiscal year end, PSCP Fiscal Services will create a report “Payments Made To Contractors during The Fiscal Year” and maintain such records as are necessary to confirm compliance with its minority business enterprise procedures and activities.
6. Each fiscal year end, PSCP Fiscal Services will create a report “Projects Completed During the Fiscal Year” and maintain such records as are necessary to confirm compliance with its Minority Business Enterprise Procedures and activities. This report will compare the overall MBE goal and subgoals, if applicable, for each specific project with the MBE participation anticipated at the time of contract award and the actual MBE participation at the completion of the project.

## **8.0 MONITORING**

1. The LEA’s procurement personnel or project staff shall verify that the certified MBE’s listed in the MBE participation schedule are actually performing the work.
2. The LEA’s procurement personnel shall ensure that MBE subcontractors are receiving compensation as set forth in the MBE participation schedule by ensuring that the contractor submits monthly reports, listing any unpaid invoices over 30 days old received from any certified MBE subcontractor, the amount of each invoice, and the reason payment has not been made.
3. The MBE Liaison and/or the Public School Construction Program will conduct reviews as deemed necessary to confirm compliance with the minority business enterprise participation requirements.
4. The MBE Liaison will maintain appropriate records, and shall assist the Public School Construction Program in on-site or post-audit reviews upon request.
5. Auditors from the Public School Construction Program will have access to and the ability to audit MBE participation for specific projects, information retained by the LEA, and/or submitted to the IAC in reports/forms filed by the LEA as referenced above.

## **9.0 MINORITY BUSINESS ENTERPRISE LIAISON**

1. The Superintendent shall designate an individual to be identified as the MBE Liaison for the school system.
2. The MBE Liaison will be the contact person who will work with the Public School Construction Program and the Governor’s Office of Minority Affairs to implement the Minority Business Enterprise Program for the school system and the State of Maryland.
3. The Superintendent will immediately notify the Public School Construction Program if there is a change in the MBE Liaison for the school system.

**Attachment A (page 1 of 2)**

### **CERTIFIED MINORITY BUSINESS ENTERPRISE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT**

***NOTE: You must include this document with your bid or offer. If you do not submit the form with your bid or offer, the procurement officer shall deem your bid non-responsive or your offer not reasonably susceptible of being selected for award.***

**Part I.**

I acknowledge the:

- Overall certified MBE subcontract participation goal of 0 % and
- The subgoals, if applicable, of:
- \_\_\_\_\_ % for certified African American-owned businesses and
- \_\_\_\_\_ % for certified women-owned businesses.

I have made a good-faith effort to achieve this goal. If awarded the contract, I will continue to attempt to increase MBE participation during the project.

**Part II.**

Check ONE Box

**NOTE: FAILURE TO CHECK ONE OF BOXES 1, 2, or 3 BELOW WILL RENDER A BID NON-RESPONSIVE OR AN OFFER NOT REASONABLY SUSCEPTIBLE OF BEING SELECTED FOR AWARD**

**NOTE: INCONSISTENCY BETWEEN THE ASSERTIONS ON THIS FORM AND THE INFORMATION PROVIDED ON THE *MBE PARTICIPATION SCHEDULE* (ATTACHMENT B) MAY RENDER A BID NON-RESPONSIVE OR AN OFFER NOT REASONABLY SUSCEPTIBLE OF BEING SELECTED FOR AWARD**

1  I have met the overall MBE goal and MBE subgoals for this project. I submit with this Affidavit [Attachment A] the *MBE Participation Schedule* [Attachment B], which details how I will reach that goal.

or

2  After having made a good-faith effort to achieve the overall MBE goal and MBE subgoals for this project, I can achieve partial success only. I submit with this Affidavit [Attachment A] the *MBE Participation Schedule* [Attachment B], which details the MBE participation I have achieved.

I request a partial waiver as follows:

- Waiver of overall MBE subcontract participation goal: \_\_\_\_\_ %
- Waiver of MBE subcontract participation subgoals, if applicable:
- \_\_\_\_\_ % for certified African American-owned businesses and
- \_\_\_\_\_ % for certified women-owned businesses.

Within 10 days of being informed that I am the apparent awardee, I will submit *MBE Waiver Documentation* [Attachment F] (with supporting documentation).

**Attachment A (page 2 of 2)**

or

3  After having made a good faith effort to achieve the overall MBE goal and MBE subgoals for this project, I am unable to achieve any portion of the goal or subgoals. I submit with this Affidavit [Attachment A] the *MBE Participation Schedule* [Attachment B].

I request a full waiver.

Within 10 days of being informed that I am the apparent awardee, I will submit *MBE Waiver Documentation* [Attachment F] (with supporting documentation).

**Part III.**

I understand that if I am the apparent awardee or conditional awardee, I must submit **within 10 working days** after receiving notice of the potential award or within 10 days after the date of conditional award – whichever is earlier – the:

- *Outreach Efforts Compliance Statement* (Attachment C)
- *Subcontractor Project Participation Statement* (Attachment D)
- *Minority Subcontractors Unavailability Certificate* (Attachment E) (if applicable)
- Any other documentation the Procurement Officer requires to ascertain my responsibility in connection with the MBE participation goal and subgoals

I acknowledge that if I fail to timely return complete documents, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has been awarded, the award is voidable.

I acknowledge that the MBE subcontractors/suppliers listed in the *MBE Participation Schedule* and any additional MBE subcontractor/suppliers identified in the *Subcontractor Project Participation Statement* will be used to accomplish the percentage of MBE participation that I intend to achieve.

In the solicitation of subcontract quotations or offers, MBE subcontractors were provided the same information and amount of time to respond as were non-MBE subcontractors.

The solicitation process was conducted in such a manner so as to not place MBE subcontractors at a competitive disadvantage to non-MBE subcontractors.

**I solemnly affirm under the penalties of perjury that this Affidavit is true to the best of my knowledge, information, and belief.**

\_\_\_\_\_  
Bidder/Offeror Name

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Affiant Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

September 2008

## Attachment B

### MBE PARTICIPATION SCHEDULE

This document must be included with the bid or offer. If the bidder or offeror fails to submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

1. Prime Contractor's Name	2. Prime Contractor's Address and Telephone Number
3. Project/School Name	4. Project/School Location
5. LEA and PSC No.	6. Base Bid Amount                      \$ _____
7a. Minority Firm Name	Minority Firm Address
Minority Firm Telephone Number    _____ Minority Firm Fax Number            _____ MDOT Certification Number         _____	<b>Minority Group Type</b> <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian ) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Disabled)
<b>Work to be Performed and Subcontract Dollar Amount</b>	<b>Percent of Total Contract</b>
7b. Minority Firm Name	Minority Firm Address
Minority Firm Telephone Number    _____ Minority Firm Fax Number            _____ MDOT Certification Number         _____	<b>Minority Group Type</b> <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Disabled)
<b>Subcontract Dollar Amount</b>	<b>Percent of Total Contract</b>
7c. Minority Firm Name	Minority Firm Address
Minority Firm Telephone Number    _____ Minority Firm Fax Number            _____ MDOT Certification Number         _____	<b>Minority Group Type</b> <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Disabled)
<b>Subcontract Dollar Amount</b>	<b>Percent of Total Contract</b>
8. MBE Total Dollar Amount	9. Total MBE Percent of Entire Contract
10. Form Prepared by  Name                      _____ Title                                      _____ Date                                      _____	11. Reviewed and Accepted by Board of Education MBE Liaison  Name                      _____ Title                                      _____ Date                                      _____

Total MBE Participation:	_____ %	\$ _____	
Total African-American MBE Participation:	_____ %	\$ _____	
Total Woman-Owned MBE Participation:	_____ %	\$ _____	
Total Other Participation:	_____ %	\$ _____	



**OUTREACH EFFORTS COMPLIANCE STATEMENT**

In conjunction with the bid or offer submitted in response to \_\_\_\_\_ County Public Schools for the \_\_\_\_\_ project, PSC # \_\_\_\_\_, I state the following:  
(name)

- 1) Bidder/Offeror identified opportunities to subcontract in these specific work categories:
  
- 2) Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.
  
- 3) Bidder/Offeror made the following attempts to contact personally the solicited MBEs:
  
- 4)  Bidder/Offeror assisted MBEs to fulfill or to seek waiver of bonding Requirements (Described Efforts)  
 This project does not involve bonding requirements.
  
- 5)  Bidder/Offeror did/did not attend the pre-bid conference  
 No pre-bid conference was held.

\_\_\_\_\_  
Bidder/Offeror Name

By: \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Date

## Attachment D

### MINORITY BUSINESS ENTERPRISES SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

PROJECT/ SCHOOL NAME: \_\_\_\_\_

PROJECT/ SCHOOL LOCATION: \_\_\_\_\_

LEA: \_\_\_\_\_

NAME OF PRIME CONTRACTOR: \_\_\_\_\_

NAME OF MBE SUBCONTRACTOR: \_\_\_\_\_

\_\_\_\_\_  
MDOT Certification Number

1. Work/Services to be performed by MBE Subcontractor: \_\_\_\_\_  
\_\_\_\_\_

2. Subcontract Amount: \$ \_\_\_\_\_

3. Bonds - Amount and type required of Subcontractor if any: \_\_\_\_\_

4. MBE Anticipated or Actual Commencement Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

5. This MBE subcontract represents the following percentage of the total contract cost: \_\_\_\_\_

6. This is an African American Firm: Yes \_\_\_\_\_ No \_\_\_\_\_

7. This is a Women Owned Business Firm: Yes \_\_\_\_\_ No \_\_\_\_\_

8. This is an Asian, American Indian, Hispanic or Disabled Firm: Yes \_\_\_\_\_ No \_\_\_\_\_

(Circle One)

\*\*\*\*\*

The undersigned subcontractor and prime contractor will enter into a contract for the work/service indicated above upon the prime contractor's execution of a contract for the above referenced project with the \_\_\_\_\_ Board of Education. The undersigned subcontractor is a MDOT certified Minority Business Enterprise. The terms and conditions stated above are consistent with our agreements.

Signature of Subcontractor: \_\_\_\_\_

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

---

---

The term and conditions stated above are consistent with our agreements.

Signature of Prime Contractor: \_\_\_\_\_

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

**Attachment E**

**MINORITY SUBCONTRACTOR UNAVAILABILITY CERTIFICATE**

1. It is hereby certified that the firm of \_\_\_\_\_  
(Name of Minority firm)  
located at \_\_\_\_\_  
(Number) (Street)  
\_\_\_\_\_  
(City) (State) (Zip)  
was offered an opportunity to bid on the \_\_\_\_\_ school project  
in \_\_\_\_\_ County by \_\_\_\_\_  
(Name of Prime Contractor's Firm)

\*\*\*\*\*

2. The \_\_\_\_\_ (Minority Firm) is either unavailable for the work/service or  
unable to prepare a bid for this project for the following reason(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Minority Firm's MBE Representative Title Date

\_\_\_\_\_  
MDOT Certification # Telephone #



3. To be completed by the prime contractor if Section 2 of this form is not completed by the minority firm.

To the best of my knowledge and belief, said Certified Minority Business Enterprise is either unavailable for the work/service for this project, is unable to prepare a bid, or did not respond to a request for a price proposal and has not completed the above portion of this submittal.

\_\_\_\_\_  
Signature of Prime Contractor Title Date

## Attachment F

### MBE WAIVER DOCUMENTATION

Project Name: \_\_\_\_\_ PSC No. \_\_\_\_\_

Base Contract Amount \$ \_\_\_\_\_

Plus Accepted Alternates \_\_\_\_\_

Equals Total Contract Amount \$ \_\_\_\_\_

I have previously requested that a waiver be granted to the overall MBE goal for this project of \_\_\_\_ percent, with a minimum of \_\_\_\_ percent from certified African American-owned businesses, a minimum of \_\_\_\_ percent from certified women-owned businesses, and the balance from all certified minority business enterprises, if applicable. This would include the total dollar value of all materials, supplies, equipment, and services, including construction services directly or indirectly, from Minority Business Enterprises (MBE) which are currently certified by the Maryland Department of Transportation (MDOT).

I \_\_\_\_\_, hereby certify that my position is

(Name of Company Representative)

\_\_\_\_\_, and I am the duly authorized representative of

(Position Title)

\_\_\_\_\_(Company Name)

I further certify that I have submitted a Schedule for Participation of Certified Minority Business Enterprises which reflects the percentage and dollar value of certified Minority Business Enterprise participation which my company expects to achieve for this contract. Therefore, the request for the waiver is as follows:

Summary MBE Participation Schedule from Attachment B

Minority Group	MBE GOAL		Actual MBE Dollar Participation		Request For Waiver	
	Percent of Total Contract	Dollar Value of Total Contract*	Dollar Value	Percent of Total Contract	Dollar Value	Percent of Total Contract
a. Sub Goal African American						
b. Sub Goal						
c. Other * in Sub Goal group a/b above						
TOTALS						

\* with accepted/rejected alternates

To support this request for a waiver, I include the following information as attachments which I certify to be true to the best of my knowledge.

1. A detailed statement of the efforts made by the contractor to identify and select portions of the work proposed to be performed by subcontractors in order to increase the likelihood of achieving the stated goal;
2. A detailed statement of the efforts made by the contractor prior to and up to 10 days before the bid opening to solicit minority business enterprises through written notices that describe the categories of work for which subcontracting is being solicited, the type of work to be performed, and specific instructions on how to submit a bid;
3. A detailed statement of the contractor's efforts to make personal contact with MBE firms identified for Item 2. above;
4. A record of the name, address, telephone number, and dates contacted for each MBE identified under items 2. and 3. above;
5. A description of the information provided to MBE's regarding the plans, specifications and the anticipated time schedule for portions of the work to be performed;
6. Information on activities to assist minority business enterprises to fulfill bonding requirements, or to obtain a waiver of these requirements;
7. Information on activities to publicize contracting opportunities to minority business enterprises, attendance at pre-bid meetings, or other meetings scheduled by the MBE Liaison or designated representative;
8. As to each MBE that placed a subcontract quotation or offer which the apparent low bidder or successful offeror considers not to be acceptable, a detailed statement of reasons for this conclusion; and
9. A list of minority subcontractors found to be unavailable. This shall be accompanied by a Minority Subcontractor Unavailability Certificate signed by the minority business enterprise or from the apparent low bidder or successful offeror indicating that the minority business did not provide the written certification.

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_  
 (Company Representative Name)

**Sworn and subscribed before me this** \_\_\_\_\_ **day.**

**of** \_\_\_\_\_ **in the year** \_\_\_\_\_ **Notary Public** \_\_\_\_\_

-----

**Reviewed and accepted by the** \_\_\_\_\_ **County Board of Education MBE Liaison.**  
 (County Name)

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_  
 (County Representative Name)

## Attachment G

IAC/PSCP Form  
306.4

### CERTIFIED MINORITY BUSINESS ENTERPRISE PARTICIPATION STANDARD MONTHLY CONTRACTOR'S REQUISITION FOR PAYMENT

LEA: \_\_\_\_\_ DATE: \_\_\_\_\_  
 PROJECT \_\_\_\_\_ PSC \_\_\_\_\_  
 LOCATION: \_\_\_\_\_ REQ \_\_\_\_\_

NAME OF MBE SUB-CONTRACTOR	MDOT SUB- CONTRACTOR CERTIFICATION #	MBE SUB- CONTRACTOR CLASSIFICATION #	TOTAL MBE CONTRACT AMOUNT \$	AMOUNT TO BE PAID THIS REQUISITION \$	PAID JULY 1 to JUNE 30	TOTAL PAID TO DATE
1	2	3	4	5	6	7
	TOTAL					

MDOT Certification # can be located at [www.mdot.state.md.us](http://www.mdot.state.md.us)

MBE Classification #:

- African American = 1    Hispanic American = 2    American Indian = 3    Asian American = 4  
 Women = 5    Disabled = 6    Non-profit = 7

**END OF SECTION**

**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**



APPENDIX C

CONSTRUCTION SIGN FOR STATE FUNDED  
SCHOOL CONSTRUCTION PROJECTS

**Larry Hogan, Governor**  
**Boyd Rutherford, Lt. Governor**

**Building Bright**  
**Futures in Maryland**

The State of Maryland and the \_\_\_\_\_ Board of Education are:  
(Enter Jurisdiction)

\_\_\_\_\_ the  
(Select from Page E-1A)

\_\_\_\_\_ SCHOOL  
(Enter School Name)

Public School Construction Program Architect: \_\_\_\_\_ Contractor: \_\_\_\_\_  
(Name of Firm) (Name of Company)

**The Maryland General Assembly**  
*Michael E. Busch, Speaker of the House*  
*Thomas W. Mike Miller, Jr., President of the Senate*

**Board of Public Works**  
*Larry Hogan, Governor*  
*Peter Franchot, Comptroller*  
*Nancy K. Kopp, Treasurer*

72" 96"

## **FOR SCHOOL CONSTRUCTION SIGN**

The following appropriate language should be entered on the construction sign to describe the work for the specific project (or modified as required):

- Renovating
- Constructing an Addition and Renovating
- Constructing an Addition to
- Constructing a Replacement School for
- Constructing the New
- Constructing a Pre-Kindergarten Addition at
- Renovating the Science Laboratories at
- Replacing the Roof at
- Replacing the Boilers at
- Replacing the Windows at

## APPENDIX D

### MCPS EMERGENCY/CRISIS PROCEDURES SHELTER/LOCKDOWN

#### SHELTER

This is a term used to alert staff that an emergency/crisis exists at or near an MCPS facility. It requires all students to be accounted for and under supervision. Administrators may activate the On-Site Emergency Team (OSET) and set up a command post when appropriate.

**Announcement by administration** activates **SHELTER**.

*All Shelter alerts require an accountability of students/staff/visitors.*

#### **Public Safety Shelter**

- Bring students/staff/visitors into main building.
- Lock all exterior doors.
- Classroom instruction will continue.
- Ascertain purpose of visitors.

#### **Severe Weather**

- Bring students/staff/visitors into main building.
- Evacuate relocatable classrooms.
- Move to identified weather safe areas in the building.

#### **Outside Hazardous Materials Release**

- Bring students/staff/visitors into main building.
- Evacuate relocatable classrooms when safe to do so.
- Maintain locked exterior doors and windows.
- Shut down ventilation systems.

#### LOCKDOWN

Code Red is defined as an alert status indicating imminent danger exists to all staff and students. During a Code Red, staff and students must remain within their classroom or within a secured area. If students are in the hallways, they must quickly move to the nearest classroom or to a secure area, remain quiet and follow staff instructions. Staff should secure their immediate area and account for students. Students should also be kept away from doors and windows.

**Announcement by administration** activates **LOCKDOWN**.

- Direct students and staff to nearest securable location.
- Sweep/Scan hallway.
- Secure interior doors.
- Cover door window.
- Close blinds.
- Turn off lights.
- Maintain silence.
- Ignore alarms and bells.
- Wait for further instructions.

**APPENDIX E**

**Montgomery County Public Schools  
Division of Maintenance**

**CHANGE ORDER FORM #\_\_\_\_\_**

Facility: \_\_\_\_\_ Projects Name: \_\_\_\_\_

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

Change to original scope of work       Additional work

**General description of work to be performed:**

<b>Attach detailed proposal with change order</b>
<b>FOR THE TOTAL SUM OF: \$</b>

**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)      \_\_\_\_\_ (Date)

\_\_\_\_\_  
(MCPS Contract Supervisor Approval)      \_\_\_\_\_ (Date)

**APPENDIX F**

**Montgomery County Public Schools  
Division of Maintenance**

**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:** \_\_\_\_\_

**Notice: 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 Project Coordinator Approval)** \_\_\_\_\_  
**(Date)**

\_\_\_\_\_  
**(Authorized Contractor Representative Agreement)** \_\_\_\_\_  
**(Date)**

\_\_\_\_\_  
**(MCPS Contract Officer Approval)** \_\_\_\_\_  
**(Date)**

**APPENDIX G**

**LIST OF SCHOOLS WITH OPERABLE WALL SYSTEMS**

(Additional Facilities will be added by Carpenter Supervisors in each area)

**COMPANY NAME:** \_\_\_\_\_.

**Annual Inspections, Preventive Maintenance and Repairs**

**Area 1: Matthew Johnson, Area Supervising Carpenter**  
 Montgomery County Public Schools, Division of Maintenance  
 BETHESDA MAINTENANCE DEPOT (BMD)  
 10901 Westlake Drive  
 Rockville, Maryland 20871

**BMD SCHOOLS AND ADDRESSES**

Cabin John Middle School 10701 Gainsborough Road Rockville, MD 20854	Thomas W. Pyle Middle School 6300 Tilden Lane Rockville, MD 20850
Garrett Park Elementary School 4810 Oxford Street Garrett Park, MD 20896	Rock Terrace High School 390 Martins Lane Rockville, MD 20850
Herbert Hoover Middle School 8810 Post Oak Road Rockville, MD 20854	Thomas S. Wootton High School 2100 Woototn Parkway Rockville, MD 20850
Julius West Middle School 651 Great Falls Road Rockville, MD 20850	Tilden Middle School 11211 Old Georgetown Road Rockville, MD 20852
Luxmanor Elementary School 6201 Tilden Lane Rockville, MD 20850	Walt Whitman High School 7100 Whittier Blvd Bethesda, MD 20817
Maryvale Elementary School 1000 First Street Rockville, MD 20850	Walter Johnson High School 6400 Rock Spring Drive Bethesda, MD 20814
Parklawn Middle School 4610 West Frankfort Dr Rockville, MD 20853	Westland Middle School 5511 Massachusetts Avenue Bethesda, MD 20816
Robert Frost Middle School 9201 Scott Drive Rockville, MD 20851	Wheaton High School 12601 Dalewood Dr Silver Spring, MD 20906
Rockville High School 2100 Baltimore Road Rockville, MD 20851	Wyngate Elementary School 2100 West Ritchie Parkway Rockville, MD 20850
Richard Montgomery High School 250 Richard Montgomery Drive Rockville, MD 20852	Churchill HS 11300 Gainsborough Road Potomac, MD 20854

COMPANY NAME: \_\_\_\_\_

**Annual Inspections, Preventive Maintenance and Repairs**

**Area 2: David Welch, Area Supervising Carpenter**

Montgomery County Public Schools, Division of Maintenance  
 RANDOLPH MAINTENANCE DEPOT (RMD)  
 1801 Old Randolph Road  
 Silver Spring, Maryland 20902

**RMD SCHOOLS AND ADDRESSES**

Argyle Middle School 2400 Bel Pre Road Silver Spring, MD 20906	John F. Kennedy High School 1901 Randolph Road Silver Spring, MD 20902
Banneker Middle School 14800 Perrywood Drive Burtonsville, MD 20866	Francis Scott Key Middle School 910 Schindler Drive Silver Spring, MD 20903
James Hubert Blake High School 300 Norwood Road Silver Spring, MD 20905	E. Brooke Lee Middle School 11800 Monticello Drive Silver Spring, MD 20902
Montgomery Blair High School 51 University Boulevard, East Silver Spring, MD 20901	Rosa M. Parks Middle School 19200 Olney Mill Rd Olney, MD 20832
Briggs Chaney Middle School 1901 Rainbow Drive Silver Spring, MD 20905	Northwood Center 919 University Boulevard, West Silver Spring, MD 20901
Eastern Middle School 300 University Boulevard, East Silver Spring, MD 20901	Paint Branch High School 14121 Old Columbia Pike Burtonsville, MD 20866
Albert Einstein High School 11135 Newport Mill Road Kensington, MD 20895	Sligo Middle School 1401 Dennis Avenue Silver Spring, MD 20902
William H. Farquhar Middle School 16915 Bachelors Forest Road Olney, MD 20832	Piney Branch Elementary School 7510 Maple Avenue Takoma Park, MD 20912
Rockville High School 2100 Baltimore Road Rockville, MD 20851	Takoma Park Middle School 7611 Piney Branch Road Silver Spring, MD 20910
Sherwood High School 300 Olney-Sandy Spring Road Sandy Spring, MD 20860	Springbrook High School 201 Valleybrook Drive Silver Spring, MD 20904
Silver Spring International 313 Wayne Avenue Silver Spring, MD 20910	White Oak Middle School 12201 New Hampshire Ave Silver Spring, MD 20904



COMPANY NAME: \_\_\_\_\_

**Annual Inspections, Preventive Maintenance and Repairs**

**Area 3: Barry Beall Area Supervising Carpenter**

Montgomery County Public Schools, Division of Maintenance  
 CLARKSBURG MAINTENANCE DEPOT (CMD)  
 13100 Shawnee Lane  
 Clarksburg, Maryland 20734

**CMD SCHOOLS AND ADDRESSES**

Baker Middle School 25400 Oak Drive Damascus, MD 20872	John Poole Middle School 17014 Tom Fox Avenue Poolesville, MD 20837
Damascus High School 25921 Ridge Road Damascus, MD 20872	Poolesville High School 17501 Willard Road Poolesville, MD 20837
Fields Road Elementary School One School Drive Gaithersburg, MD 20878	Quince Orchard High School 15800 Quince Orchard Road Gaithersburg, MD 20878
Forest Oak Middle School 651 Saybrooke Oaks Boulevard Gaithersburg, MD 20877	Rachel Carson Elementary School 100 Tschiffely Square Road Gaithersburg, MD 20878
Gaithersburg, Middle School 2 Teachers' Way Gaithersburg, MD 20877	Redland Middle School 6505 Muncaster Mill Road Rockville, MD 20855
Germantown Elementary School 19110 Germantown-Darnestown Road Germantown, MD 20874	Ridgeview Middle School 16600 Raven Rock Drive Gaithersburg, MD 20878
Lakeland Park Middle School 1200 Main St. Gaithersburg, MD 20878	Roberto Clemente Middle School 18808 Waring Station Road Germantown, MD 20874
Longview School 13900 Bromfield Road Germantown, MD 20874	Rocky Hill Middle School 22401 Brick Haven Way Clarksburg, MD 20871
Martin Luther King Middle School 13737 Wisteria Drive Germantown, MD 20874	Seneca Valley High School 12700 Middlebrook Road Germantown, MD 20874
Zadok Magruder High School 5939 Muncaster Mill Road Rockville, MD 20855	Shady Grove Middle School 8100 Midcounty Highway Gaithersburg, MD 20877
Montgomery Village Middle School 19300 Watkins Mill Road Gaithersburg, MD 20879	Kingsview Middle School 18909 Kingsview Road Germantown, MD 20874
Northwest High School 13501 Richter Farm Road Germantown, MD 20874	Watkins Mill High School 10301 Apple Ridge Road Gaithersburg, MD 20879
Neelsville Middle School 11700 Neelsville Church Road Germantown, MD 20837	

**APPENDIX H**

**ASBESTOS FREE MATERIAL VERIFICATION FORM**

**PRODUCT TYPE:** \_\_\_\_\_

**MANUFACTURERS:** \_\_\_\_\_

**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**

**COMPANY NAME:** \_\_\_\_\_

Bidder shall only supply one manufacturer and one price for regular rate and one for overtime rate for each item in the space provided. All prices offered shall be all-inclusive, for each line item description including but not limited to, removal, disposal, materials (specified and required and non-specified), delivery, and install labor, overhead, bonds, insurance, profit, etc. Bidder shall supply all required information in the space provided for each line item. Bidder must respond by supplying prices for all items. No partial bids will be accepted. All items offered shall be in compliance with the specifications herein. **Failure to comply as instructed will be consider non-responsive and disqualify your bid.** DO NOT ALTER THE QUOTATION FORM IN ANY WAY! **Labor rates shall include all direct and indirect costs, such as transportation, general and administrative costs and profits.**

**RATES: Regular rate cost will represent work performed Monday through Friday, 6:30AM until 6:00PM. Overtime rate will represent work performed Monday through Friday, 6:00PM until 6:30AM including weekends and all MCPS holidays. TOTAL COST COLUMN SHALL BE CALCULATED AT THE REGULAR RATE.**

**OPERABLE WALL SYSTEM INSPECTIONS, REPAIRS AND REPALCEMENT**

ITEM #	DESCRIPTION	Estimated Annual Quantities	Units	Unit Cost (Regular Rate)	Unit Cost (Overtime Rate)	Total Cost (Regular Rate)
1.	Operative Wall System Inspection (See Appendix G for a list of schools and MCPS Project Manager)	100	Each	\$	\$	\$
2.	Mechanic Labor Rate shall be paid on the basis of time on the job – as specified herein	1,800	Per Hr.	\$	\$	\$
3.	Helper Labor Rate shall be paid on the basis of time on the job – as specified herein	1,800	Per Hr.	\$	\$	\$
4.	Materials/Parts cost plus percent mark-up. Contractor shall supply proof of direct parts costs with invoices. Markup shall be based on total value of work, regardless of whether completed on regular or overtime. (Mark up as defined in section G. Changes in the Work)	\$110,000	\$ 0 - \$ 999 \$1K - \$ 4,999 \$5K - \$ 9,999 \$10K - \$24,999 \$25K or more		_____% _____% _____% _____% _____%	
5.	<b>TOTAL COST FOR ITEMS 1 THROUGH 3 (Using Regular Rate Prices)</b>	N/A	N/A	N/A	N/A	\$

**QUOTATION FORM- CONTINUED**

**COMPANY NAME:** \_\_\_\_\_

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

YES \_\_\_\_\_ NO \_\_\_\_\_

- **IS THE BIDDER AN AUTHORIZED REPRESENTATIVE AND INSTALLER OF THE OPERABLE WALL SYSTEMS PRODUCT OFFERED?**

YES \_\_\_\_\_ NO \_\_\_\_\_

If YES, Name of Manufacturer \_\_\_\_\_

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

YES \_\_\_\_\_ NO \_\_\_\_\_

- **HAS BIDDER INCLUDED WITH THEIR BID SUBMISSION A LETTER CERTIFYING THEY HAVE BEEN IN BUSINESS A MINIMUM OF FIVE YEARS, AND HAVE A MINIMUM OF FIVE YEARS EXPERIENCE PERFORMING THE TYPE OF WORK SPECIFIED HEREIN?**

YES \_\_\_\_\_ NO \_\_\_\_\_

- **HAS BIDDER READ THE BIDDING DOCUMENT IN DETAIL PRIOR TO SUBMITTING THEIR BID?**

YES \_\_\_\_\_ NO \_\_\_\_\_

- **DOES BIDDER ACKNOWLEDGE AND CLEARLY UNDERSTAND THEIR RESPONSIBILITIES REGARDING THE NEW MARYLAND LAW RELATING TO REGISTERED SEX OFFENDERS NOT WORKING IN SCHOOLS?**

YES \_\_\_\_\_ NO \_\_\_\_\_

**QUOTATION FORM - CONTINUED**

**COMPANY NAME:** \_\_\_\_\_

- **HAS THE BIDDER 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 (A) AND THE MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE (B)?**

YES \_\_\_\_\_ NO \_\_\_\_\_

**IS THE BIDDER A MINORITY BUSINESS ENTERPRISE?**

YES \_\_\_\_\_ NO \_\_\_\_\_

**CHECK OFF LIST FOR MANDATORY BID SUBMITTAL**

**Mandatory Submittals Check List:**

- \_\_\_\_\_ **Signed Invitation for Bid, including Non-Debarment Acknowledgement**
- \_\_\_\_\_ **Quotation Form**
- \_\_\_\_\_ **Addendum(s) and Erratum(s) (If any, contractor is responsible to confirm)**
- \_\_\_\_\_ **MBE Attachments A and B**
- \_\_\_\_\_ **Maryland; Construction Business License or Home Improvement Commission License**
- \_\_\_\_\_ **Letter of Experience and years in Business as specified**
- \_\_\_\_\_ **Bid Bond – Surety Letter for State Funded Projects**
- \_\_\_\_\_ **References**
- \_\_\_\_\_ **Manufacturer installer/representative Authorization Letter**