

Office of Finance
Division of Procurement
MONTGOMERY COUNTY PUBLIC SCHOOLS
45 West Gude Drive, Suite 3100
Rockville, Maryland

INVITATION FOR BID #9096.9
ADDITIONAL CORRIDOR AND ATHLETIC LOCKERS
FOR VARIOUS FACILITIES

GENERAL CONDITIONS AND SPECIFICATIONS

I. GENERAL CONDITIONS

A. SCOPE

The work includes furnishing; removal, delivery and complete installation of new corridor and/or athletic lockers and related materials as required to make projects complete in all detail and in compliance with Montgomery County Public Schools (MCPS) specifications and manufacturer installation instructions. The lockers will be installed at various locations throughout MCPS facilities on an as need basis.

B. INTENT

1. It is the intent of this bid to pre-qualify contractor(s) who will submit proposals for individual projects to provide and/or install corridor and athletic lockers in various facilities based on specifications herein and scope of work requested by MCPS. Proposals shall include all-inclusive cost to fully cover all requirements of the project including, but not limited to delivery of materials, equipment, disposal, labor etc., as specified herein. The awarded unit prices will be used for award and change orders for unforeseen changes during projects. The lockers will be delivered to various MCPS facilities. It is estimated that typical locker orders will be for smaller amounts of lockers to provide additional lockers due to increased enrollments, etc. **Successful Contractor will be required to submit the Asbestos Free Verification Form as applicable and required herein. See General Conditions, Section K and Asbestos Information (APPENDIX G.)**

2. **Bid prices offered shall be all-inclusive including, but not limited to 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 regulations and standards will further be considered part of this solicitation. The Contractor 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 requirement shall take preference.

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 bidders submitting the most favorable unit prices with consideration being given to any previous performance for the Board of Education as to quality of service and acceptable merchandise, and with regard to the bidder's ability to perform should it be awarded the contract. However, the Board of Education reserves the right to make awards according to the best interest of MCPS. **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 detail".

D. SITE INSPECTION

The pre-qualified contractor(s) will be required to inspect the work sites, take measurements and develop proposals. The bidder must report to the main office to contact the MCPS Building Service Manager prior to inspection. 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 including, but not limited to, all work required to satisfy any and all laws, codes, regulations, etc. that are applicable. 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. SCHEDULE

1. **Completion dates shall be identified on each Contractor's proposal.** A purchase order issued and signed by the director of the Division of Procurement 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 tasks, punch-out work, etc. Project proposals shall be submitted to the Project coordinator within five workdays after requested. 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 on regular school days: **Monday through Friday, 6:00 A.M. through 6:00 P.M.** (MCPS building service 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, etc.) while work for this contract is being performed. Therefore, 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. The Contractor shall anticipate these occurrences in their bids, and no changes in contract amount or completion date will be made for such occurrences.
4. 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 regard to labor and material availability. The Contractor shall inventory materials as they are received from the manufacturer and not wait until work is under way to determine if inventory is sufficient.

F. 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 term. MCPS reserves the right to extend this contract at existing prices, terms and conditions for up to four additional one-year terms. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful bidder ninety days prior to the expiration of the original contract. The bidder will have ten days from date of notification to return the notice acknowledging its intent to accept or reject the extension. Once the response is evaluated, MCPS staff may make a recommendation to the Board of Education to extend the contract or decide to rebid. If the contract is extended by the Board of Education a contract amendment will be issued.

G. QUANTITIES

MCPS shall not be obligated to purchase any specific quantity. Annual estimated quantities identified on the Quotation Form are based upon anticipated projects, prior usage and are subject to change and are dependent upon current requirements of MCPS and on budgetary limitations. Orders will be placed from time to time throughout the contract term.

H. PROVISION FOR PRICE ADJUSTMENT

1. Price increases will not be considered for the first year of the contract. Thereafter the successful vendor must submit a written request for price relief. Adjustments will be based upon the 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 and shall not exceed 75% of the percentage change of January 1 CPI's, rounded to the nearest tenth of a percentage. MCPS reserves the right to accept or reject the request as may be determined to be in the best interest of MCPS. If a price increase is accepted a Contract Amendment will be issued. Any orders received prior to a request for a price increase shall be honored at the original contract price.
2. Unit prices quoted herein are subject to price adjustment downward in accordance with decreases in prices announced by the manufacturer of the subject item anytime after the bid opening date. Recommendations for awards, however, shall be made based on the original bid submission only.

I. 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 bidder's information are the MCPS Emergency/Crisis Procedures, Shelter/Lockdown. It is the Contractor's responsibility to familiarize themselves and their representative(s) regarding the Shelter/Lockdown Procedures. These procedures are subject to change 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 buildings as required for the type of work being performed.

J. WARRANTY/SERVICES/REPAIRS

1. The specifications require that all workmanship and materials shall be guaranteed for two years. Final payment will be made once the installation is complete and accepted by MCPS. The warranty shall begin from the date the MCPS Project Coordinator approved and signed the Contractor's final invoice for payment.
2. Warranty shall provide for the replacement of defective materials as well as 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 a bidder to provide satisfactory warranty service to MCPS will be grounds for exclusion from future bidding.
3. Point of contact may change between the MCPS project Coordinator and the Contractor when identifying and resolving warranty claims during the warranty period.

K. 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 G**) **within 15 working days** after receipt of the “Pre-Award Notification” letter for each listed product required in the execution of the scope of work.

2. **Existing Asbestos Materials** MCPS shall be responsible for all asbestos abatement tasks as may be required regarding existing materials on site. Any questions concerning asbestos materials shall be directed to MCPS Environmental Team Leader at 240-740-2324.

L. **BRAND NAMES**

1. Commodity descriptions that state “Only a specified brand will be considered” are brands that have been evaluated and tested for inclusion on this 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, Division of Design and Construction, 45 West Gude Drive, Suite 4300, Rockville, Maryland 20850. **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 system 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.

M. DESCRIPTIVE LITERATURE

The apparent low 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 low bidder is required to furnish the 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 phone number.
2. Bid number.

N. 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. If these deviations are of a technical nature, the bidder shall supply manufacturer's description of the deviation. 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.

O. MATERIAL SAMPLES

Materials to be used in the performance of this contract shall be new and the manufacturer's latest design improvements and materials current at the time of shipment. The MCPS project coordinator shall be notified of any design changes prior to delivering and the Contractor shall supply sufficient information to allow evaluation. **All design changes shall be approved by MCPS before usage in MCPS facility.**

P. DELIVERY, STORAGE, AND HANDLING

1. Delivery of materials as required shall be no later than the date identified on the proposal. Prices shall include all delivery costs as required to ship materials to various locations throughout Montgomery County. MCPS will not be held responsible for any material stored at job sites. All deliveries must be prepaid FOB destination and in no case will collect shipments be accepted. All pricing must be all-inclusive, no travel time or delivery charges will be accepted.
2. The Contractor shall not deliver lockers until spaces to receive them are clean, dry, and ready for locker installation. The Contractor must have authorization from the MCPS Project Coordinator to store materials on MCPS property.
3. The Contractor shall protect lockers from damage during delivery, handling, storage, and installation.
4. The Contractor shall deliver master keys, control keys, and combination control charts to

the MCPS Project Coordinator. The Contractor shall provide locker control numbers to the project coordinator/school in electronic before completion of each project.

Q. EMARYLAND AND MARKETPLACE ADVANTAGE

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

R. 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 the Quotation Form (pages 1-8) supplied under **APPENDIX H. Faxed quotations are not acceptable. SEALED BID 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 a discrepancy between the unit cost and total cost, the unit cost shall prevail. Prices offered shall be valid for acceptance during a period of no less than 90 days from date of bid opening.

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 at 301-279-3173, or email to [Laly A Bowers@mcpsmd.org](mailto:Laly_A_Bowers@mcpsmd.org) and 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. Minority Business Enterprise in Public Schools

The goal has been set at 5% MBE participation. Pages D1 through D10 of Attachment D, the MBE Procedure (Appendix A), reflecting minimum 5% MBE participation shall be submitted with your bid. (See Section II Contract Administration" for additional MBE information). **Failure to supply as specified will disqualify your bid response.**

5. State of Maryland REQUIRED License **(TO BE SUBMITTED WITH BID)**

General Requirements: The Contractor shall possess a current “**State of Maryland Construction Business License**.” **This is considered “TAX LIABILITY” Licenses and do not authorize a contractor to perform any trade specific work in the State of Maryland without the appropriate trade licenses as required.** NOTE: *All out of state bidders must provide an out of state Maryland Construction Business.*

Construction Business License: This type of business license is issued through the County or Baltimore City, or the Clerks of the Circuit Court in which your business is located within the State of Maryland. Contact the State License Bureau <http://www.marylandtaxes.com/> or at 410-260-6240 for additional information as required.

6. Statement of Experience and Manufacturer Authorization Letter

- a. The Contractor shall provide statement of experience with bid proposal. The Contractor shall have been in business and be regularly engaged in the installation of corridor and athletic lockers as specified herein, a minimum of five years. Failure to provide required documentation will disqualify bid proposal.
- b. The Contractor shall be a manufacturer’s authorized installer/representative for the brand equipment offered. Manufacturer installer/representative authorization letter shall be submitted with bid proposal. Failure to provide required documentation will disqualify bid proposal.

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

Maryland law requires that 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.

S. BID SECURITY

1. SURETY STATEMENT

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

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

We are prepared to provide, Performance, and Payment Bonds for future MCPS projects 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. **Failure to supply as specified may disqualify your bid response.**

T. 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 will not be considered.

MCPS may request additional references. *Failure to supply as specified may disqualify your bid response.* **Note: ALL BIDDERS must provide references, other than MCPS including bidders currently engaged in business with MCPS.**

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

U. AWARD CRITERIA

1. Conformance to specifications and completeness of bid submission
2. Ability to perform
3. Price
4. Past performance (ability to complete project by completion date)
5. MBE compliance

V. 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](mailto:Laly.A.Bowers@mcpsmd.org) and Procurement@mcpsmd.org. Questions must be received no later than four business days prior to bid opening in order for the bidder to receive a reply prior to submitting its bid. The Board of Education will not be responsible for any oral or telephone explanations or interpretations. **Bidder contact with any other MCPS employee regarding this solicitation until the contract is awarded by the Board of Education will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its bid.** The web site address is <http://www.montomergyschoolsmd.org/departments/procurement/vendors.aspx> for the MCPS Division of Procurement.

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 or email to resolve and receive clarification with copies to Stephanie Dorah, Buyer II, and the MCPS Capital Improvement Contracts Supervisor.

W. SPECIAL CONDITIONS

1. Audit Provisions – MCPS shall have the right to examine the successful bidder records pertaining to work performed under the contract to determine and verify their compliance with all contractual conditions. MCPS shall be granted access to such records at all reasonable times during the contract period and for three years thereafter.
2. Contingent Fee – The successful bidder(s) hereby represents that they have not retained anyone to solicit or secure this contract from MCPS upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for bona fide employees or bona fide established commercial selling agencies maintained by the person so representing for the purpose of securing business, or any attorney rendering professional legal services consistent with applicable canons of ethics.
3. Assignments – Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the successful bidder except as expressly authorized in writing by MCPS and no contract shall be made by the successful bidder 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 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 the project and contract execution, which may be of concern for the successful and timely completion of the project.
2. Documents required elsewhere in this specification, such as service and warranty agreements, shall be provided at this meeting to the MCPS Division of Design and Construction.
3. Issues raised during this meeting, which cannot be resolved to MCPS satisfaction, will be cause to reject the apparent low bid and to consider the next lowest bidder as the successful bidder.

B. CONTRACT SECURITY

1. Security may be in the form of Certified Cashier's or Bank Treasurer's Check **OR** Bonds (AIA Documents A-311, A-312, or similar). The bonding firm must be licensed to do business in the State of Maryland.
2. The successful bidder(s) shall deliver to MCPS Performance and Payment Bonds within **five working days after receiving notification of award for individual projects with a contract value of \$100,000.00 or more. This cost shall be included in the proposal.**
3. The cost of the bond(s) shall be included in all proposal exceeding \$100,000.00. **Note: Failure to supply the contract securities as specified will be considered a contract violation and shall be grounds of contract cancellation.**

C. POST BID SUBMISSIONS

1. In addition to license required with the bid response, the apparent low bidder may be required to supply **within 48 hours** after MCPS requests, 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 time for contractor evaluation. **Failure to supply a copy as specified may disqualify your bid proposal.**
2. Sub-Contractors
 - a. MCPS must approve all sub-contracting work in advance; the prime contractor shall supply MCPS with the rationale for requesting sub-contracting. It is MCPS intent that the contractor has the in-house resources to perform the primary task and only sub-contract secondary task(s) which they do not specialize in, appropriately, e.g. electrical, mechanical and/or plumbing, etc. The Contractor shall supply a complete list of all sub-contractors and cost of their work for evaluation by MCPS. The list must be submitted within two workdays after MCPS makes the request. Failure to do so **will be grounds for termination of the contract.**

- 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, unamended, on the Standard Form of Agreement between Contractor and Sub-Contractor, AIA Document A401 (most recent Edition). Upon request the Contractor shall supply copies of this contract to MCPS **within five workdays**.
 - c. MCPS acceptance of Sub-Contractors in no way relieves the Contractor from being responsible for the total and complete performance of the work for the project: i.e., failure of the Sub-Contractors to satisfactorily perform the work in timely fashion are the Contractor's responsibility and not that of MCPS.
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 5% MBE goal set** for this bid. On future state funded project(s) that may be performed under this bid, that exceed \$50,000, a new MBE goal may be established based on the scope and size of the work. The bidder(s) 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 and throughout the course of the project(s).
 - c. Refer to the document, MINORITY BUSINESS ENTERPRISE PROCEDURES, February 8, 2021, included with this bid solicitation package under **APPENDIX A**.
 - d. MBE Pages D1 through D10 of Attachment D, the MBE Procedure 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. MCPS expect all bidders to make the good faith 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 to meet the MBE requirement. 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.

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 project coordinator Division of Design and Construction, preferred electronically via email or regular mail to The Project Coordinator, Montgomery County Public Schools, **45 West Gude Drive, Suite 4300, Rockville, Maryland 20850** for payment approval. **All invoices shall identify pertinent information such as purchase order number and building name where work was performed.** The MCPS Project Coordinator shall submit invoices and receiving reports to the Division of Controller to process payments, and shall specify final or partial payments.

b. A complete State of Maryland, CERTIFIED MINORITY BUSINESS ENTERPRISE PARTICIPATION STANDARD MONTHLY CONTRACTOR'S REQUISITION FOR PAYMENT IAC/PSCP Form 306.4 must accompany all invoices, involving state funding (See **APPENDIX A, Attachment G herein.**) **No invoices will be processed for payment without this form being submitted.**

INVOICES THAT DO NOT HAVE PAYMENTS TO MBE SUB-CONTRACTORS ARE STILL REQUIRED TO HAVE THIS FORM ATTACHED AND IDENTIFY NO MBE PAYMENTS BY PLACING A ZERO ON THIS FORM.

c. MCPS is not obligated to make any partial payments. However, partial payments may be considered based upon the Contractor's justification of expenditures and satisfactory work performed up to 75% of the total contract cost. The remaining balance will be paid upon MCPS acceptance of the project as being 100% complete and in compliance with specifications. MCPS will refrain from making any partial

payments if, in MCPS' opinion, the project falls behind schedule. MCPS may resume making partial payments once all delays have been overcome and the project is back on schedule. Final payment shall be made after the project is complete in all detail and 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 Documents G702 & G703). This schedule, unless objected to by the MCPS Project Coordinator, shall be used as a basis for reviewing the Contractor's application for partial payment.

6. **Permits & Inspection**

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

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.** The Contractor shall supply and install a sign at the work location as specified on the drawing under **APPENDIX C** at the project site. The Contractor has the option of making a specified sign or obtaining the sign from Maryland Correctional Enterprises (MCE) Sign Plant #11, C/O Patuxent Institution, Attention: Christian Mayne, Plant Manager, 7555 Waterloo Road, Jessup, Maryland 20794, phone number 410-799-5102, email christiane.mayne@maryland.gov . 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. STATE MBE - LIQUIDATED DAMAGES PROVISION

- a. This contract requires the Contractor to make good faith efforts to comply with the State Minority Business Enterprise (“MBE”) Program and contract provisions. The MCPS and the Contractor acknowledge and agree that the MCPS will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not make good faith efforts to comply with the requirements of the MBE Program and MBE contract provisions. The parties further acknowledge and agree that the damages the MCPS might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.
- b. Upon a determination by the MCPS that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or contract provisions, the Contractor agrees to pay liquidated damages to the MCPS at the rates set forth below. The Contractor expressly agrees that the MCPS may withhold payment on any invoices as a set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the MCPS is anticipated to incur as a result of such violation.
 1. Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$100 per day until the monthly report is submitted as required.
 2. Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): \$500.00 per week per MBE subcontractor.
 3. Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the contract.
 4. Failure to meet the Contractor’s total MBE participation goal and sub-goal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.

F. SALES TAX

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

G. PERFORMANCE

1. The Contractor shall have on the job site at least one person fluent in English at all times.
2. **The Contractor shall 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 is to be completed in a timely workmanlike manner; fumes, odors, materials, and work procedures will be controlled to protect occupants and property from harm and damage. Contractor shall protect all existing floors, including floor where material is stored or being transported with **Ram Board .375”** thick or MCPS approved equal.
4. The Contractor shall furnish the services of an experienced supervisor, who shall be in charge of the work and provide direction to the crew at all times.
5. The Contractors and employees:
 - a. Contractors 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 contractor’s 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, 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 school activities.
7. Work area must be left clean and ready for use after work is completed. The Contractor must remove all debris generated from the premises daily, adhering to **Montgomery County Executive Regulation No. 1-15 AM – Residential and Commercial Recycling, COMCOR 48.00.03 Solid Waste and Recycling.** The Contractor shall keep track of all trash and recyclable material such as metal, cardboard, commingle, yard waste, concrete, asphalt, and others. The contractor shall provide a monthly report to the MCPS recycling manager, Mr. John Meyer via email John_MeyerIII@mcpsmd.org that includes the weight, dates and the facility to which each of the materials was taken to be recycled.
8. Installation must be performed in strict compliance with the latest local, state and federal regulations having authority. The Maryland Occupational Safety and Health Administration Hazard Communication Standards (MOSHA) and the Occupational Safety and Health Administration Hazard Communication Standards (OSHA) must be followed.

- 9. 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 a condition as good as existed prior to damaging. Damaged lawns shall be re-sodded; damaged shrubs and trees shall be replaced.
- 10. Failure to perform in accordance with MCPS specifications, drawings and industry standards may result in the Contractor being removed from the approved bidder list to receive future Invitation to Bid for a period of two years.

H. 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 as identified on the form. All Change Order Forms, Proposals and other supporting documentation relating to additional work must be supplied to the MCPS Project Coordinator within one week from the time the Change Order need is identified. No cost increases to contract will be paid without a completed Change Order Form signed by both parties. Approved Change Orders do not automatically revise completion dates. It is the Contractor’s responsibility to provide a written request for 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 authorization and/or written change order, the Contractor shall be subject to reversing said work, or work and/or materials shall remain 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 shall be based on the monetary value of the work not to exceed the following rates:

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

This schedule applies to work done by the prime Contractor or by a Sub-Contractor(s). The prime Contractor shall be allowed not more than 8% of the Sub-Contractor's for labor, materials, overhead and profit.

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

I. LATE CHARGES FOR FAILURE TO COMPLETE ON TIME

1. MCPS shall retain \$250.00 per each calendar day of delay beyond the completion date stipulated on each accepted proposal for the first five days. MCPS shall retain \$500.00 for each calendar day thereafter. The late charges shall be assessed by MCPS as a result of the late completion. This shall apply if the Contractor fails to meet any specified target date as identified herein unless a written approval for 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 workforces and the workforces 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 service staff overtime required.
4. If work falls behind schedule, as determined by the MCPS Project Coordinator, the Contractor shall provide, at their own expense, additional labor and/or equipment, overtime pay, etc., as required to overcome delays including, but not limited to, MCPS building service staff overtime as required.
5. The MCPS Contracts Office Supervisor 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 conditions 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 purchase order is having a negative effect on completion of the contract within the dates specified, they must notify MCPS in writing. 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 by MCPS. No requests for extension due to weather conditions will be considered unless accompanied by documentary evidence supplied by the NOAA's National Weather Service showing, by comparison, that such weather suffered is abnormal to any of the past five years as recorded. **No request for 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.**

J. 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 service staff, 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 Overtime Reimbursement Agreement, MCPS will not approve any overtime.

K. MCPS CONTRACTS OFFICE SUPERVISOR/PROJECT COORDINATOR

1. The Capital Improvement (CIP) Contracts Supervisor will represent MCPS in the execution of this contract. No changes in contract conditions or specifications will be made without the Contracts Office Supervisor's approval and authorization by the Director of the Division of Procurement or his/her designee.
2. After award an 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 Contract Supervisor, and copy to the Division of Procurement;
 - g. Prepare required reports;
 - h. Approve or reject invoices for payment and submitted construction schedules;
 - i. Recommend contract modifications or terminations to the MCPS Contract 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, interpret ambiguities in the contract language, effect procurement or waive MCPS contractual rights.

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

M. QUALITY ASSURANCE

1. The Contractor shall only offer locker units and accessories through one source from an MCPS approved single manufacturer. The Contractor shall perform all work in accordance with manufacturer's procedures and MCPS specifications herein. The successful Contractor shall have been in business and be regularly engaged in the installation of corridor and athletic lockers as specified herein, a minimum of five years. **If part-time Sub-Contractors are used, they must be pre-approved by MCPS. Appropriately licensed trade persons shall perform all trade work, i.e., electrical, plumbing, etc. A copy of these licenses must be submitted to MCPS prior to performing any work.**
2. Contractor 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 provide documentation as required may disqualify your bid submission.
3. The Contractor shall be a manufacturer's authorized installer/representative for the brand of equipment offered. Written certification must be submitted with bid proposal.

III. DETAILED SPECIFICATIONS**A. INTENT**

1. The specification herein represents MCPS' minimum specifications. It is MCPS' intent to purchase additional corridor and/or athletic lockers as required due to enrollment increased, etc. at various facilities in Montgomery County Public Schools **on an as needed basis** that are complete and installed as specified. It is not the intent to purchase lockers for a full facility replacement project. Lockers will be installed throughout facility corridors and/or locker rooms in any combination of quantity as space allows e.g., 25 lockers in one space, 10 lockers in another and 50 lockers in another at one facility. Sloped tops are to be field installed and cut as required. Due to the unknown installation configuration, filler and end panels and sloped top ends may need to be custom fabricated in the field and the Contractor shall supply prices on the Quotation form for these items.
2. Color will be selected from manufacturer's standard colors offered.
3. The Contractor is to furnish and install lockers, as directed by the MCPS Project Coordinator, in each facility. The Contractor shall be required to visit the job site and take measurements to develop proposals based on unit prices. Submittals and/or drawings may be required identifying among other information where and how lockers are to be installed.

B. LOCKER SPECIFICATIONS

1. Approved Manufacturers

Below is a list of MCPS' approved manufacturers for single point knock-down type corridor and athletic lockers. Authorization to bid does not imply acceptance of the manufacturer unless they can provide products within the MCPS specifications. It is the sole responsibility of the bidder to ensure that the quotations received and submittals provided meet or exceed the detailed specifications herein i.e. gage, doors, hinges, etc. All lockers offered must be in compliance with the minimum specifications herein.

- a. **DeBourgh**
- b. **Hadrian**
- c. **Lyon**
- d. **Republic Storage Products**
- e. **Penco**
- f. **Art Metal Products**

2. Standard MCPS Corridor/Athletic Locker Sizes

Single point locker shall be:

- A) **Single/Double/Triple Tier: 12" x 12" x 72"**
- B) **Single/Double Tier: 12" x 12" x 60"**
- C) **Single/Double Tier: 12" x 15" x 72"**
- D) **Single Tier: 12" x 15" x 60"**
- E) **Single/Double/Triple Tier: 12" x 18" x 72"**
- F) **Single/Double Tier: 12" x 18" x 60"**
- G) **Single/Double/Triple Tier: 18" x 18" x 72"**
- H) **Single/Double Tier: 18" x 18" x 60"**
- I) **Double Tier, 12" x 15" x 60"**

3. Body

Form backs, tops, bottoms, sides, and intermediate partitions from steel sheet; flanged for double thickness at back vertical corners. Comply with the following:

- a. Back and Side Material Sheet Thickness: **24-gauge**.
- b. Top and Bottom Material Sheet Thickness: **16-gauge**.
- c. Sloped tops to be **18-gauge** continuous with factory made splices. Flat top under a sloped top to be **24-gauge**.
- d. Exposed Finished End Panels: form exposed ends of non-recessed lockers from minimum **18-gauge** thick steel sheet metal with perimeter fastener holes only.

4. Frames

Form channel frames from minimum **16-gauge** thick steel sheet; lapped and welded at corners. Form continuous integral door strike on vertical frame members or individual latch strike welded or bolted to frame. Provide resilient bumpers receptacle and bumpers to cushion door closing.

5. Manufacturer's Option

Hinges shall be welded to the door and secured to the frame with a minimum of two factory-installed fasteners that are concealed and tamper proof when door is closed or welded to frame and secured to door with two fasteners.

6. Shelves

Provide hat shelf fabricated from minimum **24-gauge** thick, formed steel sheet; flanged on all edges. Shelves shall be mounted approximately 12" from the top of locker.

7. Hanging Hooks

All lockers shall have a minimum of four hanging hooks with the manufacturer's standard combination and location of pronged hooks.

8. Doors

- a. All locker doors shall be a double-pan design consisting of an outer panel not less than **16-gauge**, securely welded to an inner panel not less than **24-gauge**, forming a rigid box type construction. The inner panel shall be the full height of the door and a minimum of 90% of the width of the door. The bidder shall provide the most heavy-duty door option available for knockdown type lockers meeting these specifications.
- b. Doors and lockers shall be ventilated by way of the manufacturer's standard ventilation design.
- c. When requested by MCPS, doors shall be provided with padlock staple or receiving holes in door. All locks shall be required to have combination type locks.

9. Door Hinges

All hinges shall be full-length continuous piano type, not less than **16-gauge**. The hinge shall be mechanically fastened to either the door or the frame to allow for easy door replacement. Door can be welding to the opposing side. Mechanical fasteners shall be both screw and nuts with shake proof washers, or manufacture approved heavy-duty pop-rivets.

10. Door Frame Latches/Strikes

- a. Latch strikes shall be formed from steel not less than **11-gauge**, and shall be welded to the door frame. When padlocks are requested the heaviest hasp/staples from the manufacturer shall be provide such as used for padlocks. All lockers will require either built-in combination type locks or combination padlocks and MCPS will specify on each individual order.
- b. Provide the latest design improvement or option to the latch/strike, etc., that reduces the ability of the locker door to be pried open.

11. Strike Support Bar

All lockers including triple tier, shall have a full-length steel or aluminum latch/strike support that is not less than **11-gauge**. The support shall be the manufacturer's heavy duty available. This support shall be firmly welded and/or bolted to the latch/strike and to the side panel of the locker body. The latch/strike shall be the heaviest duty available for the manufacturer, with all up to date modifications to enhance the security of the single point lock design.

12. Finishes

- a. Finish all steel surfaces and accessories, except pre-finished stainless steel and chrome-plated surfaces.
- b. The manufacturer shall apply all preparation coats and treatments, i.e., primers, phosphate rust and corrosion treatment, etc., of the highest quality offered by the manufacturer as a standard. All finish coats shall be either baked-on enamel, baked epoxy powder coated or baked polyester powder coat. Colors will be selected from the manufacturer's standard selection.
- c. Comply with all finish manufacturer application procedures to insure a long-lasting durable finish.
- d. The bidder will be responsible to protect all finishes from damage and shall replace or refinish any damage to the satisfaction of the MCPS Project Coordinator.
- e. Finish color must be consistent throughout the product and installation and acceptable to the MCPS Project Coordinator. This shall apply to both factory and/or site painted products. The Contractor shall supply the MCPS Project Coordinator at the conclusion of each project with two of the largest size cans available, spray paint to match the color of the lockers installed on each project.

13. Continuous Slope Tops

- a. Slope tops shall be provided on all lockers that are not recessed. The sloped tops shall be installed over the locker flat top panel. Sloped tops shall be manufacture and installed without visible fasteners at splice joints.
- b. Sloped top panels shall not be less than **18-gauge** and be of the longest continual length possible available from the manufacturer.

14. Sloped Finish Panels

Closure end, corner filler and mitered panels shall not be less than **18-gauge**. These panels can be fabricated in the field if desired, versus provided from the manufacture. If field fabricated, they shall be properly prepped, primed and finished in accordance with product manufacturer's instruction, and finished to match the factory color.

15. Sloped Top Support Angles

Support angles shall not be less than **18-gauge** and shall be installed every 24" on center.

16. Boxed Finished End Panels

Boxed end panels shall not be less than **16-gauge** with finished edges and are provided to minimize visible holes and fasteners. All lockers installed in double rows, back to back, shall have one-piece end panel on all ends of rows. These panels shall be securely fastened.

17. Vertical Filler Panels

Vertical locker filler panels shall not be less than **16-gauge**. Reinforce behind all filler panels greater than 8" in width with $\frac{3}{4}$ plywood and boxed 2" x 4" lumber.

18. Zee Bases

Provide manufacturer's heavy-duty steel zee bases not less than **16-gauge**. The bidder has the option to field fabricate platforms in place of zee base that are constructed of ACG treated lumber using the appropriate and compatible corrosive resistant fasteners. All bases shall have full width "rubber" cove base that is installed with the manufacturer's recommended adhesive.

19. Wood Bases

Wood bases shall be "4 high and shall be built with 2" x 4" standard dimensional lumber, spruce/pine/fir (SPF) with $\frac{1}{2}$ " CDX plywood on top.

20. Fasteners

- a. Assembly fasteners shall be zinc or nickel-plated steel machine screw, with keps nuts or hex nuts with self-locking shake proof washers. The installer shall install all fasteners as instructed by the manufacturer. The intent is to provide locking fastener that when properly torqued will remain tight and not become loose due to vibration.
- b. Manufactured approved pop-rivets may be substituted for screws and nuts identified above, but must be approved in advance of usage by the MCPS Project Coordinator. **No pop-rivets are to be field installed without written approval from the manufacturer and the MCPS Project Coordinator.**

21. Locks

MCPS may select either built-in combination locks or one padlock, which shall be provided for each locker. The door, frame and recessed handle cup shall be prepped for the type of lock selected.

a. Built-in Combination Lock

- 1) The Contractor shall provide built-in combination spring bolt that are manufactured by **Master Locks, and the latest revised version of, Model #1690** locks with automatic locking **and 1695 MKADA for ADA lockers, incorporating all updated improvements when selected by MCPS Project Coordinator.** The built-in combination locks shall be key-controlled, 3-number combination locks; capable of at least five combination changes, made automatically with a control key. Locks are to be installed using shake-proof or locking type washers. The Contractor shall supply the MCPS Project Coordinator with two sets of combination(s) and two sets of master keys.
- 2) The Contractor will be responsible for all original combination set-up tasks as

required and shall work with the school administration and the MCPS Project Coordinator to create the lock roster. The Contractor shall provide electronic list of control/combinations to the school administration.

b. Padlocks

- 1) The Contractor shall provide padlocks that are **Master Key Controlled Model #1525 manufactured by Master Lock when selected by MCPS Project Coordinator.**
- 2) All recessed handles/cups shall be prepped for built-in combination or padlocks as required by MCPS at the time of the project development.

22. Recessed Handles

Supply manufacturer's most heavy-duty housing available, either formed from not less than **24-gauge** thick stainless steel, with integral door pull or fabricated from not less than **20-gauge** aluminum.

23. Number Plates

Manufacturer's standard etched, embossed, or stamped, aluminum or black laminated plastic with white numbers. Number plates shall have a minimum of 3/8" high numbers. The Contractor shall number lockers in sequence as selected by the MCPS Project Coordinator. Attach number plate to each locker door, where it can be easily read, with at least two aluminum pop rivets.

24. Uniformity

Provide all types of lockers from one manufacturer, including all accessories and trim. **Exception:** Some trim components can be fabricated in the field as identified herein.

25. Athletic Room Benches and Pedestals

1. Benches

- a. New benches shall be made from 1-1/4" thick solid or laminated hardwood, that is 9-1/2" wide, sanded smooth, with rounded corners and bullnose edges. Benches shall be provided in length as long as available to eliminate joints when possible.
- b. All benches shall be prepped and finished with a high grade urethane on all edges and sides.

2. Pedestals

- a. New pedestals shall be super heavy duty cast iron or tube steel made with 10 gauge steel with a minimum outside diameter of 1 1/2" and with fully welded steel flanges made with 10 gauge steel.

C. GENERAL SPECIFICATIONS

1. Materials

Materials used in the performance of this contract shall be new and the manufacturer's latest design improvements and materials current at the time of shipment. All steel panels used in the construction of lockers and all related panels, shall be fabricated from mild cold rolled steel with a surface that is free of imperfections and contaminant and is acceptable for the application of as high gloss finish. The MCPS Project Coordinator shall be notified of any design changes prior to delivery and the Contractor shall supply sufficient information to allow evaluation.

2. Fabrication

- a. Fabricate each locker with an individual door and frame, individual top, bottom, back, and shelves, and common intermediate uprights separating compartments.
- b. Fabricate lockers square, rigid, and without warp, with metal faces flat and free of dents or distortion. Exposed metal edges shall be free of sharp edges and burrs, and safe to touch. Welded frame members shall be screwed together (locker to locker) with the appropriate grade of zinc or nickel plated steel slotless type machine screws with self-locking hex nuts or hex nuts with shake proof washers at all connections. **Manufacturer and MCPS approved pop-rivets such as Advil #1661-0613 aluminum dome head 8-25 dome with steel shaft may be used in place of machine screws and nuts.** Installation of pop-rivet shall be with manufactured recommended tools applying the appropriate pressure to pop-rivets to secure materials. Locker-body panels, doors, shelves and accessories shall be formed from one-piece steel sheet, unless otherwise indicated.

D. DELIVERY, STORAGE AND HANDLING

1. Do not deliver lockers until spaces to receive them are clean, dry, and ready for locker installation. MCPS will not be held responsible for any material stored at the job site. The Contractor must have authorization from the MCPS Project Coordinator to store materials on MCPS property.
2. Protect lockers from damage during delivery, handling, storage, and installation.

E. GENERAL INSTALLATION INSTRUCTIONS

1. Install metal lockers and accessories level, plumb, rigid, and flush according to manufacturer's written instructions. Anchor with materials, which are appropriate for the type of wall construction in place. When anchoring lockers through back panel, do not over tighten and distort back panel. Install filler behind locker as needed to prevent damage.
2. All lockers are to be connected together with either manufacturer approved bolts with self-locking nuts or pop-rivets. See related requirements herein.

3. Anchor lockers to concrete floors and masonry walls at intervals recommended by manufacturer, but not more than 36" off center. Any filler that may be needed behind recessed lockers must be included in the contract pricing.
4. Fit exposed connections of trim, fillers, and closures accurately together to form tight, hairline joints, with concealed fasteners and splice plates.
5. Attach boxed end panels with concealed fasteners to conceal exposed ends of non-recessed lockers.
6. Pedestals are to be uniformly spaced and firmly fastened to the floor using appropriate masonry fasteners. Securely fasten bench tops to pedestals using appropriate hardware.
7. **The Contractor shall protect staging/assembly area floor with plywood, and they shall be responsible to correct any damage caused by the Contractor to the satisfaction of the MCPS Project Coordinator.**

F. SUBMITTALS

The various submittals listed below may be required from the Contractor. If requested by MCPS, the information shall be delivered **within two workdays** after request, with the exception of shop drawings, which shall be delivered **within ten working days** after proposal request from MCPS.

1. Product Data

Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of locker.

2. Shop Drawings

Include plans, elevations, sections, details, and attachments to other work. Show locker fillers, trim, base, sloping tops, and accessories include locker-numbering sequence. MCPS may elect to waive shop drawings on replacement projects to satisfy project schedules.

3. Samples for Initial Selection

Manufacturer's color charts showing the full range of factory-applied colors.

4. Maintenance Data

For adjusting, repairing, and replacing locker doors and latching mechanisms to be included in the maintenance manuals.

G. ADJUSTING, CLEANING AND PROTECTION

1. Adjust doors and latches to operate easily without binding. Verify that integral latching devices operate properly. Insure all fasteners are torqued properly to prevent them from coming loose due to vibration.
2. Clean interior and exposed exterior surfaces and polish stainless steel and non-ferrous metal surfaces.
3. Protect lockers from damage, abuse, dust, dirt, stain, or paint until MCPS accepts the project as 100% completed.
4. Touch up marred finishes, or replace locker units that cannot be restored to factory-finished appearance that is acceptable to the MCPS Project Coordinator. Use only materials and procedures recommended or furnished by locker manufacture.

H. TRAINING

The Contractor shall conduct an operational training session on the proper maintenance and safe operating procedures and combination lock control for the school staff before final acceptance. This training shall be at no additional cost and will be a maximum of two hours.

APPENDIX A

SEE NEW MBE DOCUMENTS ATTACHED

APPENDIX B

**CONTRACTOR'S CERTIFICATION
OF RECEIPT OF PAYMENT**

IAC/PSCP FORM 306.2a

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

(2 Pages)



Wes Moore, Governor
Aruna Miller, Lt. Governor

Building Bright
Futures in Maryland

The State of Maryland and the (Name of County) Board of Education are:
(Name of Project)
at the
(Name of School)

Public School Construction Program Architect: (Name of Architect) Contractor: (Name of Contractor)

<i>The Maryland General Assembly</i> <i>Adrienne A. Jones, Speaker of the House</i> <i>Bill Ferguson, President of the Senate</i>	<i>Board of Public Works</i> <i>Wes Moore, Governor</i> <i>Brooke Lierman, Comptroller</i> <i>Dereck E. Davis, Treasurer</i>
--	--

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

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

Options to be selected and inserted:

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

APPENDIX D

MCPS EMERGENCY CRISIS PROCEDURE, SHELTER/LOCKDOWN

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

Lockdown

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

Persons authorized to call a Lockdown

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

Lockdown Alert – Staff Guidance

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

Evacuate

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

Fire Evacuation

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

Directed Evacuation

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

Shelter

This is a term used to alert staff that an emergency exists at or near an MCPS facility. It requires all students to be accounted for and under supervision. Administrators may activate the OSET and set up a command post when appropriate. There are three types of shelters: *Public Safety, Severe Weather and Outside Hazardous Materials Release.*

Persons authorized to call a Shelter alert

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

Public Safety Shelter Alert- Staff Guidance

When the administrator announces a Public Safety Shelter alert:

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

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

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

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

Outside Hazardous Material Release Alert-Staff Guidance

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

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

Parent/Child Reunification

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

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

Firearms

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

Bomb Threat Assessment

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

Bomb Threats Call Trace

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

- Inform the 911 operator of “call trace” activation.

Bomb Threat Sweep/Scan

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

Hazardous Material Spills

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

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

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

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

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

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

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

Activate the Outside Hazardous Material Release alert, if Appropriate.

APPENDIX F

**Montgomery County Public Schools
Division of Design and Construction**

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 shall be deducted from the Contractor's final invoice.

(MCPS Representative Approval)

(Date)

(Authorized Contractor Representative Acceptance)

(Date)

(MCPS Contract Supervisor Approval)

(Date)

APPENDIX G

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 Protection 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 H

**ADDITIONAL CORRIDOR AND ATHLETIC LOCKERS FOR
VARIOUS FACILITIES**

QUOTATION FORM – Excel sheets attached

QUOTATION FORM – CONTINUED

COMPANY NAME: _____

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

YES _____ NO _____

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

YES _____ NO _____

- **HAS THE BIDDER INCLUDED WITH THEIR BID MANUFACTURER’S LITERATURE FOR PRODUCT OFFERED?**

YES _____ NO _____

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

YES _____ NO _____

- **IS A COPY OF THE MARYLAND; CONSTRUCTION BUSINESS LICENSE OR HOME IMPROVEMENT COMMISSION LICENSE INCLUDED 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 _____

QUOTATION FORM – CONTINUED

COMPANY NAME: _____

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

YES _____ NO _____

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

YES _____ NO _____

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

YES _____ NO _____

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

YES _____ NO _____

CHECK OFF LIST FOR MANDATORY BID SUBMITTAL

Mandatory Submittals Check List:

- _____ **Signed Invitation for Bid, including Non-Debarment Acknowledgement**
- _____ **Quotation Form (pages 1-8)**
- _____ **Addendum(s) and Erratum(s) (If any, contractor is responsible to confirm)**
- _____ **MBE Pages D1 to D10 from Attachments D**
- _____ **Maryland; Construction Business License**
- _____ **Letter of Experience and years in Business as specified**
- _____ **Bid Bond**
- _____ **References**
- _____ **Manufacturer installer/representative Authorization Letter**