

THE BOARD OF EDUCATION OF MONTGOMERY COUNTY
MONTGOMERY COUNTY PUBLIC SCHOOLS
PROCUREMENT UNIT
45 West Gude Drive, Suite 3100
Rockville, MD 20850-9999
301-279-3097

December 20, 2018

INVITATION FOR BID

9159.6, Door and Window Replacements

Bid Opening Time: 2:00PM

Bid Opening Date: January 15, 2019

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

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

COMPANY NAME: _____

1. Term of Contract: February 26, 2019 through February 25, 2020
2. Terms of Delivery: 30 Days
3. Delivery Destination: Individual Location, Noted on Purchase Order
4. Bid Security Required: Yes
Bid Security must be made payable to Montgomery County Board of Education
5. Performance Bond Required: Yes
- 6a. Samples Required: Yes No
- 6b. Sample Delivery Requirements:
 - Deliver to the Procurement Unit
 - Deliver to Supply and Property Management
 - Deliver to the Food Service Warehouse
 - Other
- 6c. Sample Delivery Time:
 - Prior to bid opening
 - At time of bid opening
 - Subsequent to bid opening

NOTICE TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

request ACH registration forms.

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

Facsimile US Mail Email EDI

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

African American Asian American Hispanic Native American
 Female Disabled None

VIII. NON-DEBARMENT ACKNOWLEDGEMENT

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

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

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

By (Signature) _____

Name and Title _____

Witness Name and Title _____

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

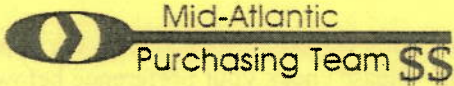
A. The undersigned proposes to furnish and deliver supplies, equipment, or services, in accordance with specifications and stipulations contained herein, and at the prices quoted. This certifies that this bid is made without any previous understanding, agreement or connection with any person, firm, or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

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

By (Signature) _____

Name and Title _____

Witness Name and Title _____



**Metropolitan Washington Council of Governments Rider Clause
Invitation For Bid 9159.6, Door and Window Replacements**

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

Extension to Other Jurisdictions

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

Inclusion of Governmental & Nonprofit Participants (Optional Clause)

This shall include but not be limited to private schools, Parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that required these good, commodities and/or services.

Notification and Reporting

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

Contract Agreement

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

**Metropolitan Washington Council of Governments Rider Clause
Invitation For Bid 9159.6, Door and Window Replacements Cont.**

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

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

MONTGOMERY COUNTY PUBLIC SCHOOLS

Procurement Unit

45 West Gude Drive, Suite 3100

Rockville, MD 20850-9999

General Stipulations and Instructions To Bidders

I. Invitation For Bid

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

II. Intent

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

III. Right To Cancel Or Reject Bids

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

IV. Right To Purchase In The Open Market

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

V. Failure To Furnish Item(s)

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

VI. Employer Information Report EEO-1

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

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

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

VII. Preparation Of Bid

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

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

VIII. Discounts

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

A. Trade Discounts

All prices offered must be the lowest net price after trade discounts have been considered. Bids offering a percentage off list prices will not be accepted unless: (1) specifically requested in that manner; (2) two copies of the referenced price list accompany the bid.

B. Payment Discounts

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

(1) Unless specifically stated otherwise, discounts offered which allow a minimum of twenty (20) days to qualify will be

deducted from prices offered in the bid for the purpose of determining the lowest price offered.

(2) Discounts offering less than twenty (20) calendar days will not be deducted from price offered for the purpose of determining the lowest price, but will be taken if payment is made within the discount period.

IX. "Or Equal" Interpretation

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

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

X. Consideration of Prior Service

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

XI. Delivery

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

XII. Packing Slips And Delivery Tickets

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

XIII. Invoices

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

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

Every invoice must include the following information:

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

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

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

XIV. Bid Security

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

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

XV. Performance Bonds

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

XVI. Provision For Municipal Offices

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

XVII. Product Testing During Time of Contract

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

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

XVIII. Safety Standards

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

XIX. General Guaranty

The contractor agrees to:

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

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

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

XX. Indemnity

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

XXI. Insurance

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

XXII. Inspection Of Premises

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

XXIII. Patents

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

XXIV. Samples And Catalog Cuts

A. Requirements and Delivery

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

B. Sample Identification

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

C. Testing or Comparing Samples

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

D. Retention and Removal of Samples

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

E. Sample Quantities

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

F. Descriptive Literature

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

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

XXV. Time of Completion

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

the beginning and completion of delivery. The right is reserved to specify beginning dates and completion dates two weeks earlier than listed above or to postpone the beginning and completion dates for not more than 30 days later than the dates as listed. These changes in delivery dates, if any, for new schools and additions to older buildings will be applicable to individual projects as specified and not to all projects as a whole. The estimated dates on which deliveries may be begun and which time deliveries and installations must be completed have been estimated as carefully as possible; and if any change is required by circumstances beyond the control of the Board of Education, the revised delivery dates as established by the procedures outlined immediately above will become the definite schedule for completion of the contract as if it had been set in the original schedule as outlined.

XXVI. Guarantee

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

XXVII. Signature To Bids

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

XXVIII. Errors In Bids

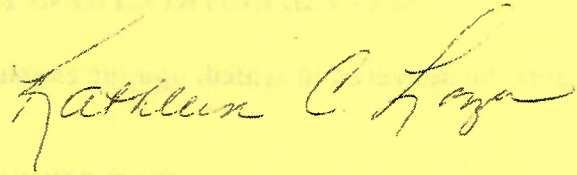
Bidders, or its authorized representatives, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and the bidder cannot secure relief on the plea of error. Neither law nor regulations make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

XXIX. Resolution and Disputes

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

XXX. Inquiries

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



Kathleen C. Lazor
Director, Department of Materials Management

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

SPECIAL INSTRUCTIONS TO VENDORS FOR MAILING BIDS

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

SAMPLE BID RESPONSE ENVELOPE

(Return Address)

BID ENVELOPE

TO BE DELIVERED TO

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

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

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

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

INVITATION FOR BID #9159.6/LC
DOOR AND WINDOW REPLACEMENTS

GENERAL CONDITIONS AND SPECIFICATIONS

I. GENERAL CONDITIONS

A. SCOPE

The work includes providing all labor, materials, accessories and related services necessary for the removal, disposal, and complete installation of doors, windows, frames, and accessories as required to make projects complete in all detail and in compliance with Montgomery County Public Schools (MCPS) specifications and manufacturer's installation instructions. The successful Contractor shall be required to visit various locations throughout MCPS as required and take measurements to develop proposals utilizing awarded unit prices.

B. INTENT

1. It is the intention of these specifications to secure all inclusive unit prices to fully cover all required materials and labor for the removal and/or installation of existing metal and wood doors and frames, aluminum, steel and fiberglass windows and all related accessories, as specified herein. It is anticipated that the majority of the work under this contract will be performed during the summer when students are not in the building during **June, July and August**. However, some projects will require work to be performed while schools are in session requiring the Contractor to work on weekend, holidays and/or evenings, utilizing the overtime rates provided. Therefore, the successful Contractor must verify to MCPS satisfaction that they have the ability to perform as specified if awarded a contract. **Successful Contractor will be required to submit the Asbestos Free Verification Form as applicable and required herein. See General Conditions Section K and APPENDIX G.**
2. **Bid prices offered shall be all inclusive, including but not limited to labor, equipment and miscellaneous materials to satisfy all specification requirements. All costs shall be included in the bid prices submitted.** All work shall be performed in accordance with the latest applicable laws, codes, and regulations of the various regulatory bodies of the State of Maryland, Federal/Local Governments, and all other boards or departments having jurisdiction. These regulations and standards will be further considered a part of these specifications and conditions. 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 code requirements and permitted under the code 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 bidder submitting the most favorable unit prices with consideration being given to any previous performance for the MCPS 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 MCPS Board of Education reserves the right to make awards according to the best interest of MCPS. **Awards are contingent upon availability of funds.**
2. Wherever the term "provide" is used, it shall mean, "furnish and install in place, complete in all details".

D. SITE INSPECTION

The successful Contractor will be required to inspect the work sites, take measurements and develop proposals based on awarded unit prices. The Contractor must report to the main office to contact the Building Service Manager prior to inspection. When proposal has been submitted, it shall be understood that the work site has been inspected and that the Contractor is aware of the needs and conditions under which the work is to be accomplished.

After inspection, the Contractor shall report to the MCPS Project Coordinator any conditions that might prevent them from performing their work in the manner intended. Failure to do so will not relieve the successful Contractor of the obligation to furnish all materials and labor necessary to fully carry out the provisions of the contract.

E. SCHEDULE

1. **Completion dates shall be identified on each Contractor's proposal.** A purchase order issued and signed by the director of the Department of Material Management will be the Contractor's authorization to proceed with an approved proposal. All work is to be totally completed on or before the stated completion date identified and accepted on each proposal. This includes but is not limited to, final inspections by MCPS staff, all cleaning task, punch-out work, etc. Late charges will be deducted for failure to meet any target dates without an MCPS approved extension. **(See "Late Charges for Failure to Complete on Time" under Contract Administration.)**

2. Normal Work Periods

Work may be performed upon the school Administrators approval on regular school days utilizing the unit cost and regular rate. These hours are **Monday through Friday, 6:30 A.M. through 7:00 P.M.** (MCPS Building Services personnel are normally on site during these hours).

3. The Contractor shall take into consideration that when performing their work school activities may be taking place (summer school, special activities, etc.) No work performed by the Contractor shall disrupt normal school functions. Any traffic

blockages, utility outages, etc., which may be required in the execution of the Contractor's work shall be scheduled with the MCPS, Project Coordinator and will require the Contractor to perform such work at premium labor Rates.

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 (1) year as stipulated on the Invitation For Bid. However, the contract may not begin until one day after approval by the MCPS 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 three 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 all responses are evaluated, MCPS staff may make a recommendation to the MCPS Board of Education to extend the contract or decide to re-bid. If the contract is extended by the MCPS Board of Education, a contract amendment will be issued; however, no purchase order will be issued until extended performance/payment and material bonds have been received by MCPS.

G. QUANTITIES

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

H. PROVISION FOR PRICE ADJUSTMENT

Price increases will not be considered for the first 180 days of the contract. Thereafter, the successful vendor must submit a written request for price relief. The request for a price increase shall include documentation from the manufacturer to verify the basis for such request. MCPS reserves the right to accept or reject the request as may be determined to be in the best interest of MCPS. Any orders received prior to a request for the price increase shall be honored at the original contract price.

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

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 Contractor's information are the MCPS Emergency/Crisis Procedures, Shelter/Lockdown. It is the Contractor's responsibility to familiarize themselves and their representative(s) regarding the Shelter/Lockdown Procedures. These procedures are subject to change to meet MCPS requirements.
3. The Contractor shall have at the work site a reasonable amount of materials that will allow them to quickly secure the work area and/or secure building as required for the type of work being performed.

J. WARRANTY/SERVICES/REPAIRS

1. The specifications require that all workmanship and materials shall be warranty/guarantee for two years. Final payment will be made once the installation is completed 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 replacement of defective materials plus installation and labor. Any warranty claim made by MCPS prior to the expiration of said warranty shall be satisfied although the warranty has subsequently expired. Failure of a bidder to provide satisfactory warranty service to MCPS shall be grounds for exclusion from future bidding.
3. Any warranty/guarantee offered by the manufacturer used on this project, which is longer than MCPS standard warranty/guarantee as specified herein, shall take precedence, i.e. window frames finishes and thermally broken insulated window ten (10 years), etc.
4. Upon completion of the projects, the point of contact may change between the MCPS Project Coordinator and the Contractor when identifying and resolving any warranty claims during the warranty period.

K. Asbestos Free Materials

1. **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 John Conaway, Environmental Health Specialist at 240-740-2331.

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, Contracts Office, 8301 Turkey Thicket Drive, Building A, 1st Floor, Gaithersburg, Maryland 20850. **Testing normally requires a minimum of 60 work 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, elevator, 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, adhesives, 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 successful bidder may be required to furnish, **within two (2) working days** after bid opening, sufficient detailed information regarding makes, models, design, etc., of the item(s) offered. The bidder is required to furnish all literature properly bound and labeled, showing full instructions and detailed specifications. The literature and specifications are to be arranged and labeled in numerical sequence according to item and attached on separate pages of a brochure. Bidder shall show the manufacturer's code and catalog numbers of the item(s) offered. The cover of the brochure shall contain:

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

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 Contractor shall supply manufacturer's engineered 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

The successful bidder shall supply, within five (5) business days, all samples as requested by MCPS of products offered for verification and/or evaluation. These samples must be of sufficient size and amount as requested and must be properly identified with labels with manufacture instructions. Samples must be identical to those that will be used on MCPS projects. The MCPS Project Coordinator shall be notified of any design changes prior to delivery and the Contractor shall supply sufficient information to allow evaluation.

P. DELIVERY, STORAGE, AND HANDLING

Prices shall include all delivery costs as required to ship materials to various locations throughout Montgomery County. 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.

Q. SUBMISSION OF BIDS1. Bid Documents

One (1) original and one (1) 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 their files.

2. Quotation Form

a. Quotations are to be entered on Quotation Form pages 1-6 supplied under **APPENDIX H. Faxed quotations are not acceptable. SEALED BIDS ONLY.**

b. **Bidder must submit a separate price for each item listed on the Quotation Form. Submission of one price for all the items without indicating a price per item shall be considered non-responsive and will invalidate the bid.**

c. This solicitation shall be valid for acceptance during a period of no less than ninety (90) days from the Bid Opening date. Once the contract is approved by the MCPS Board of Education, terms and conditions of the solicitation shall prevail throughout the contract period.

3. Addenda/Errata

Changes and addenda to a solicitation may occur prior to the bid opening date and time. It is the bidder's responsibility to check the MCPS website under event calendar (<http://www.montgomeryschoolsmd.org/departments/procurement/>) or contact the Procurement Unit by phone at 301-279-3097 or email to Laurie_S_Checco@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

Attachment A and B of the MBE PROCEDURE (**APPENDIX A**) reflecting minimum 0% MBE participation shall be submitted with your bid. (*See II Contract Administration* for additional MBE information).

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

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

Construction Business License: This type of business license is issued through the County or Baltimore City, or the 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.

Maryland Home Improvement Commission License: This type of license is issued through the State of Maryland, Department of Labor, Licensing and Regulations, Maryland Home Improvement Commission. For further information, and to locate the closest office go to www.DLLR.state.md.us or call 410-230-6309.

6. Letter of Experience

The Contractor shall provide statement of experience with bid proposal. See “**CONTRACT ADMINISTRATION SECTION; L, QUALITY ASSURANCE**” for more information. Failure to provide required documentation will disqualify bid proposal.

7. Bid Bond

Bids in excess of \$50,000.00 shall be accompanied by a Bid Security in the form of Bid Bonds (A.I.A. Document A310), in the amount of 10% of the bid, naming Montgomery County Board of Education as Obligee. See “**GENERAL CONDITIONS SECTION; R, BID SECURITY**” for more information.

8. References

See “**GENERAL CONDITIONS SECTION; U. REFERENCES**” for more information.

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

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

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

Maryland Law requires that any person who enters into a contract with a county board of education “may not knowingly employ an individual to work at a school” if the individual is a registered sex offender. Under § 11-722 of the Criminal Procedure Article of the Maryland Code, an employer who violates this requirement is guilty of a misdemeanor and, if convicted, may be subject to up to five years imprisonment and/or a \$5000 fine.

Effective July 1, 2015, amendments to § 6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving:

- a) 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;
- b) Child sexual abuse under § 3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under § 3-602 of the Criminal Law Article if committed in Maryland; or
- c) 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 subcontractors and/or independent contractors assigned to perform work in a MCPS school facility under the contract meet this obligation. Additionally, the contractor must confirm that it continues to meet this obligation on an annual basis and/or when there are changes in the 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.

II. 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 at any fingerprinting agency approved by the State of Maryland. A list of MCPS approved fingerprinting agencies can be found on the Procurement Unit website at

<https://www.montgomeryschoolsmd.org/departments/procurement/Contractors.aspx>.

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

Once the contract is awarded, the contractor is responsible for implementing the background check process. An individual in the contractor's work-force may not begin work in a MCPS school facility on an assignment where the individual will have direct, unsupervised, and uncontrolled access to children, until: (a) the background check results for that individual have been received by MCPS; (b) the contractor certifies to MCPS that the individual has received training and/or reviewed informational materials, as appropriate, regarding recognizing, reporting, and preventing child abuse and neglect, consistent with the content provided in training for MCPS employees; and (c) the individual obtains a MCPS identification badge. The badge will be issued by the MCPS Department of Safety and Security, 850 Hungerford Drive, Room 131, Rockville, MD 20850. Appointments are made by calling 301-279-3066. The contractor will be required to return all badges at the conclusion of the contract.

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

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

R. BID SECURITY

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

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

2. Bid bonds will be returned upon request to all except the three lowest bidders. After sixty (60) days from the bid opening date, the three lowest bidders can request the return of bid bonds as long as they have not been notified of the acceptance of their bid.

- 3. If the successful bidder withdraws their bid or fails to execute and deliver to MCPS the contract and the required bonds within five working days after receipt of the Bid Award, the Bid Security shall be forfeited to MCPS as the result of such failure. **Note: Failure to submit the bid security with the bid proposal will be reason to be considered a non-responsive bid.**

S. EMARYLAND MARKETPLACE REGISTRATION

Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace. Registration with eMarylandplace is free. It is recommended that any interested supplier register at www.eMarylandMarketplace.com, regardless of the award outcome for this procurement as it is a valuable resources for upcoming bid notifications for municipalities throughout Maryland.

T. AWARD CRITERIA

- 1. Conformance to specifications and completeness of bid submission
- 2. Ability to perform
- 3. Price
- 4. Past performance
- 5. MBE compliance
- 6. Completed quotation form

U. REFERENCES

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

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

Email: _____

V. **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 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(s) except as expressly authorized in writing by MCPS and no contract shall be made by the successful Bidder(s) 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 Contract Officer. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the contract performance.

W. **INQUIRIES**

Inquiries regarding this solicitation must be submitted **in writing**, to Mrs. Laurie Checco, Buyer II, Montgomery County Public Schools, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850, fax number 301-279-3173, or email to [Laurie S Checco@mcpsmd.org](mailto:Laurie.S.Checco@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 MCPS 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 MCPS 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 <https://www.montgomeryschoolsmd.org/departments/procurement/> for the MCPS Procurement Unit.

Subsequent to the award if the Contractor finds any discrepancy or omission and has questions of MCPS's intent, prior to performing work, they shall notify the MCPS Project Coordinator **in writing** via fax to resolve and receive clarification, with copies to Mrs. Laurie Checco, Buyer II and the MCPS Contract Supervisor.

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

1. The MCPS Capital Improvements Program (CIP) Contract Office reserves the right to convene a meeting with the apparent low bidder prior to awarding a contract. The purpose of this meeting is to afford all parties an opportunity to discuss any aspects of project and contract execution, which may be of concern for the successful and timely completion of the project.
2. Documents required elsewhere in this specification, such as service and warranty agreements, shall be provided at this meeting to the MCPS CIP Contract Office.
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 offeror.

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. Upon receipt of the award notification or contract amendment letter request, the successful bidder shall deliver to MCPS within **five working days** security requirements which are:

Performance and payment Bonds - Bonds are required for projects that are in excess of \$50,000.00. The bidder shall provide a bond in the amount of the total contract value, or for \$150,000.00 whichever is less. Additional Bonds may be required for project(s) exceeding \$150,000.00; MCPS will pay the direct cost for additional individual bonds.

3. If bond(s) are to be used for contract/proposal security, the cost of the bond(s) shall be borne by MCPS and shall be included in all proposal exceeding \$150,000.00 MCPS will pay the direct cost for said bond(s). **Note: Failure to supply the Contract Securities as specified will be considered a contract violation and shall be grounds for contract cancellations.**

C. POST BID SUBMISSIONS

1. The apparent low bidder may be required to supply **within forty eight (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 the cost of their work for evaluation by MCPS. This list must be submitted within two workdays after MCPS makes the request. **Failure to do so will be grounds for termination of your contract.** The Contractor shall be responsible for assuring that all proposed Sub-Contractors are in good standing with MCPS and have been in business for five years and have a minimum of five years experience performing the type of work they will be performing under this contract and possess appropriate licensing.
- b. MCPS shall notify the Contractor **in writing** if, after due investigation, there is reasonable objection to any of the proposed Sub-Contractors. Failure of MCPS to make objection to any proposed Sub-Contractor shall constitute notice of no objection. Each Sub-Contractor may be required to furnish to MCPS, in duplicate, proof of their financial stability and experience to perform the particular work for which they will be engaged. All contractual agreements between the Contractor and their Sub-Contractors shall be written and unamended on the Standard Form of Agreement between the Contractor and Sub-Contractor, AIA Document A401 (most recent Edition). Upon request the Contractor shall supply copies of this contract to MCPS **within five workdays.**
- c. MCPS acceptance of Sub-Contractors in no way relieves the Contractor from being responsible for the total and complete performance of the work for the project; i.e., failure of the Sub-Contractors to satisfactorily perform the work in a timely fashion is the Contractor's responsibility and not that of MCPS.

3. Minority Business Enterprise (MBE) in Public Schools

- a. Certified Minority Business Enterprises are highly encouraged to respond to this solicitation.
- b. Since state funds may be involved in future project(s) performed under this bid "**it is important that bidders review the new state revised MBE Procedures carefully to ensure compliance**". **There is a 0% MBE goal set for this bid.** On future state funded project(s) that may be performed under this bid, that exceed \$50,000. The bidder may be required to solicit MBE participation, which will include providing revised Certified MBE Utilization and Fair Solicitation Affidavit (Attachment A) and the MBE Participation Schedule (Attachment B) along with other required MBE forms that may be applicable. Bidders are always strongly encouraged to make a good faith effort to solicit Certified Minority Business participation to provide materials, supplies, equipment, and/or service whenever possible at any time prior to bidding or throughout the course of the project.

- c. Refer to the document, MINORITY BUSINESS ENTERPRISE PROCEDURES, September 22, 2008, included with this bid solicitation package under **APPENDIX A**.
- d. The Certified MBE Utilization and Fair Solicitation Affidavit (Attachment A) and the MBE Participation Schedule (Attachment B) located herein under **APPENDIX A**, **must be completed and submitted with the bid proposal** identifying the bidder's specific commitment of certified minority business **even when the MBE goal is 0%**. *Failure to supply as specified will disqualify your bid proposal.*
- e. Contact the MCPS MBE Liaison, Mrs. Donna Hanson, at 240-314-1031; regarding any other MBE procedure questions. Current listing of the MBE certified Contractors can be obtained at http://mbe.md.state.md.us/directory/search_select.asp.

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 (5) workdays after a Pre-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 (60) days written notice of cancellation or material change in any of the policies is required.
2. The Procurement Unit, Montgomery County Board of Education shall be the insurance certificate holder.

5. Invoicing

- a. Bidder shall submit invoices to the MCPS Project Coordinator at **8301 Turkey Thicket Drive, Building A, 1st Floor, Gaithersburg, Maryland 20879** for payment approval. **All invoices shall identify pertinent information such as purchase order number and building name where work was performed.** The MCPS Project Coordinator shall submit invoices and receiving reports to the Division of Controller to process payments, and shall specify final or partial payments.

- b. A 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 B, Attachment G herein.**) **No invoices will be process 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 THE 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 project cost. The remaining balance will be paid upon MCPS acceptance of the project as being 100% completed and in compliance with specifications. MCPS will refrain from making any partial payments if, in MCPS opinion, the project falls behind schedule. Final payment shall be made after the project is complete in all detail and as specified herein and accepted by the MCPS Project Coordinator.
- d. Partial payment invoices shall be accompanied by a detailed schedule of values allocated to various portions of the work (similar to AIA Documents G702 & G703). This schedule, unless objected to by the MCPS Project Coordinator, shall be used as a basis for reviewing the Contractor's application for partial payment.
6. Permits and Inspections

The Contractor shall obtain all required permits, including electrical and plumbing permits, pay all fees, and certify that other required permits have been obtained prior to commencing work. This includes, but is not limited to, the Contractor securing permits on behalf of MCPS and scheduling of inspections as required by Federal, State and County authorities. 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 (10) days** in which to submit CONTRACTOR'S CERTIFICATION OF RECEIPT OF PAYMENT to MCPS. No further payments will be made to the Contractor until this form has been submitted.

2. **THE CONSTRUCTION SIGN SHOULD BE ERECTED FOR ALL STATE OF MARYLAND SCHOOL FUNDED CONSTRUCTION PROGRAM PROJECTS THAT EXCEED \$100,000.00.** The Contractor shall supply and install the sign as specified herein in APPENDIX C on the project site. The Contractor has the option of making a specified sign or obtaining the sign from State MCE Sign Platt (a State Agency) at 410-799-5102 or 5103. The current price from Maryland Correctional Enterprises for this sign is \$525.00 with 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 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 and at least one person who has an MCPS badge at all times.
2. **The Contractor must provide to the MCPS Project Coordinator cellular telephone numbers and E-mail addresses of project managers to allow for day-to-day direct communications.**
3. Work to be completed in a timely workmanlike manner; fumes, odors, materials and work procedures will be controlled to protect occupants and property from harm and damage.
4. The Contractor shall furnish the services of an experienced supervisor, who shall be in charge of the work and to provide direction to the crew at all times.
5. Contractor and employees;
 - a. Will be required to check in daily at facilities main office to receive identification badges that shall be worn while on premises. These badges must be returned to MCPS daily.
 - b. Use of any form of tobacco products, liquor and/or illegal drugs is not permitted in MCPS buildings and on grounds.
 - c. Are not to routinely use facility equipment and buildings. i.e., telephone, lounges, toilet rooms, parking lots, etc. The MCPS Project Coordinator will designate such facilities authorized for Contractor use.
6. All work shall be scheduled to the mutual satisfaction of the School Administration and the MCPS Project Coordinator to avoid conflicts with school activities.
7. The building is expected to be occupied throughout the stated period allowed for this work. The Contractor shall take all required safety precautions.

8. Work area must be left clean and ready for use after the installation. The Contractor shall remove all debris generated by work from the premises daily adhering to **Montgomery County Solid Waste and Recycling Regulation No. 15-04 AM, COMCOR 48.00.03. The Contractor shall track all recyclable materials such as metal, concrete asphalt, cardboard, etc. and provide to MCPS recyclable amounts by weight as requested.**
9. 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 and the Occupational Safety and Health Administration Hazard Communication Standards must be followed.
10. Upon completion of all work, any and all damage to the school building and grounds as a result of the work; must be restored to a condition as good as existed prior to damaging. Damaged lawns shall be repaired; fill ruts and holes with top soil apply one step Hyrdo-seed containing cellulose or wood fiber fertilizer and grass seed, damaged shrubs and trees shall be replaced.
11. Field measurements are required.
12. **Failure to perform in accordance with MCPS specifications and industry standards may result in the Contractor being removed from the approved Bidder list to receive future Invitation For 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 (1) 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 written authorization, the Contractor will be subject to reversing said work, or work and materials shall remain in place at no cost to MCPS. This shall be solely at MCPS' discretion.**
2. The allowable, "all inclusive" mark-up for combined supervision, overhead, bonds, fringe benefits, union fees, small equipment, tools and profit for work performed by the prime Contractor shall be based on the monetary value of the work not to exceed the following rates:

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

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

3. The Contractor shall furnish supporting documentation with all Change Order Requests for all credits and/or extras. At a minimum, change order requests shall include a description of the work, detailed material lists, costs of materials (actual Contractor costs, not list prices), man-hours and rates. The 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 proposal, for the first five (5) 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 on each proposal unless written approval for extension has been granted by MCPS.
2. Failure to complete the work within the time specified will entitle MCPS to late charges. These charges will be deducted and retained out of any monies due to the Contractor under this contract for the sum stated in the above paragraph for each calendar day required to complete the work beyond the agreed upon and documented completion date. This includes Saturdays, Sundays, and legal Holidays.
3. If necessary to reach a proper stopping place in any portion of work or to complete work within contract time limit, the Contractor shall work overtime both their forces and forces of their Sub-Contractors without additional cost to the contract price. The Contractor shall be responsible for all incidental costs in connection with such overtime work including, but not limited to, MCPS building services staff overtime as required.
4. If work falls behind schedule, as determined by the MCPS Project Coordinator, the Contractor shall provide, at their own expense, additional labor and/or equipment, overtime pay, etc., required to overcome delays including, but not limited to, MCPS building services staff overtime as required.

5. The MCPS Contract Officer will review requests for extension of completion time due to strikes, lack of materials, and/or any other condition, over which the Contractor has no control. Written application for extension shall be made immediately upon occurrence of 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 a purchase order is having a negative effect on completion of the contract within the dates specified, they must notify MCPS in writing immediately. Using the rationale that a purchase order was issued late, at the conclusion of the work will not be an acceptable reason for requesting a contract extension. No time extension will be allowed except by final written approval of the MCPS Contract Officer. No requests for extension due to weather conditions will be considered unless accompanied by documentary evidence supplied by the NOAA's National weather service showing, by comparison, that such weather suffered is abnormal to any of the past five (5) 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 \$32.00 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 forty eight (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 CONTRACT SUPERVISOR/PROJECT COORDINATOR

1. The Capital Improvement (CIP) Contract Office Supervisor will represent MCPS in the execution of this contract. No changes in contract conditions or specifications will be made without the CIP Contract Office Supervisor's approval and authorization by the Team Leader of the Procurement Unit.
2. After award the MCPS Project Coordinator will be assigned to this project who will 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, copy to the Procurement Unit;
 - g. Prepare required reports;
 - h. Approve or reject invoices for payment and submitted construction schedules;
 - i. Recommend contract modifications or terminations to the MCPS Contract Supervisor, with a copy to the Procurement Unit;
 - j. Issue notices to the Contractor to proceed with the project after receiving signed Change Order as required.
4. The MCPS Project Coordinator is not authorized to make any determination that alter, modify, terminate or cancel the contract, affect procurement, interpret ambiguities in the contract language, or waive MCPS contractual rights.

L. QUALITY ASSURANCE

1. The Contractor shall perform all installations in accordance with MCPS specifications herein and the manufacturer's installation procedures, and in compliance with all applicable codes.
2. The successful Contractor shall have been in business a minimum of five (5) years, and have a minimum of five (5) years' experience performing the type of work similar to that, which is specified herein. **The Bidder shall provide a letter with their bid, documenting the number of years in business and years of experience performing the type of work required herein.**
3. All field welding must be performed by an **American Welding Society (AWS)** Certified MIG Welder. All other work shall be performed by appropriately licensed trade persons. **A copy of these licenses and certificates must be submitted to the MCPS Project Coordinator prior to performing any work.**
4. The successful Contractor must be certified or shall agree to secure the certification by the United States, Environmental Protection Agency (EPA) as a "Lead-Safe Firm" under the Lead Renovation, Repair and Painting Rule. **If the bidder has a valid certification they shall provide a copy with your bid submission.** If not, the contractor must agree to secure the required certification within ninety (90) days of notification that you are apparent low bidder. The bidder shall pay all fees as required. The Contractor must

maintain this certification throughout the term of this contract. Visit Link; <http://www2.epa.gov/lead/epa-lead-safe-certificationp-program> for additional certification information. **“NO WORK INVOLVING LEAD MATERIALS SHALL BE PERFORMED UNTIL THE CONTRACTOR HAS SECURED THIS CERTIFICATION AND FORWARD A COPY TO THE MCPS REPRESENTATIVE IDENTIFIED HEREIN”.** Prior to securing the “Lead Safe Firm” Certification the Contractor may be required to hire a certified firm at no cost to MCPS with this Certification to keep an MCPS project from being delayed.

M. PROJECT CLOSE-OUT

1. Prior to solicitation of final payment, the Contractor shall notify the MCPS Project Coordinator **in writing** that the work is ready for punch-out inspections. All areas shall be clear of construction materials and debris.
2. During punch-out, the following individuals shall be present:
 - a. Authorized representatives of MCPS
 - b. Contractor
3. Upon completion of a punch-out, a written punch list will be prepared by the Contractor and submitted to MCPS within five workdays.
4. 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 inspection shall be performed well in advance of the completion date to allow for corrections. If not, late fees will be assessed until all corrections are made.
5. The Contractor shall provide written warranty statements indicating start and end of warranty dates to be signed by both the Contractor and MCPS.

III. DETAILED SPECIFICATIONS**A. INTENT**

This section of the specifications applies to and forms a part of all sections covering all labor, material for the removal and install of metal and wood doors, and frames, aluminum, steel and fiberglass frames windows with thermally broken insulated double glazed glass units and all related accessories. Bidder's unit prices offered shall include all required typical construction type work as may be necessary to perform door and window replacements. The Contractor will be required to submit a proposal based on awarded unit prices to perform approved work at various locations throughout MCPS in Montgomery County, Maryland. **All work is to be performed in accordance with all local and state applicable codes and as specified herein.**

B. REMOVAL

1. The Contractor shall remove and dispose of existing materials as required. MCPS reserves the right to retain any and all materials. Items not retained become the property of the contractor for disposal. The Contractor must notify the MCPS Project Coordinator, five (5) days prior to removal of approved items. The MCPS Project Coordinator shall examine all items prior to removal from the premises.
2. **All door and window mounting frames pre-1975 shall remain in place. Contractor shall submit drawings of removal plans to MCPS project coordinator for approval prior to removal and ordering new material. No existing caulking shall be distributed around existing door/window frames. All new wrapping materials shall encapsulate existing caulking.**

The Contractor shall wrap the new hollow metal frames over the existing frames so new hollow metal frames are wrapped tight to the existing frame in order to maximize opening as specified herein. The wrapped door frame opening allowance to be integrated with the door clearances to comply with manufacturer specifications.

Contractor shall remove existing windows carefully, so as not to disturb or remove existing framing that is secured to building structure.

C. METAL DOOR AND FRAME REQUIREMENTS

1. Acceptable Manufacturers
 - a. **Curries Company**
 - b. **Ceco Doors and Frames**
 - c. **Steelcraft Doors and Frames**
 - d. **Lindstrom Corporation**
 - e. **MPI-Metal Products Inc.**

2. Generala. Scope

The Contractor shall furnish new metal doors and frames as specified herein and required by MCPS. All work is to be complete and in operating condition weather sealed. Wherever feasible, fit and assemble units in the manufacturer's facility. Clearly identify and present work on a shop drawing that cannot be permanently factory-assembled before shipment to assure proper assembly at the job site. All doors and frames shall be rigid and neat in appearance, free from warpage or buckle and free from all irregularities. All vertical edges/corner beads shall be true and straight and of minimum radius for the gage of metal used. **Metallic filler and body putty used to conceal manufacturing defects are not acceptable.**

b. Door and frame "mock-up"

As requested by MCPS the successful Contractor will be required to construct one (1) full scale fully finished "mock-up" of each door and frame type to be used in an actual field location to establish a level of quality that must be approved by MCPS before complete installation can proceed.

c. Coordination

The Contractor shall coordinate the dimensions and details of doors with all frames, details, finish hardware requirements, lights, and other related items affecting hollow metal doors and frames. Coordinate the jamb and/or requirements with adjacent wall construction and indicate those conditions on the shop drawings.

d. Shipment

Doors, frames, and accessories delivered shall be inspected for damage. Damaged units shall be removed from the job site. Frames of welded unit construction shall be strapped together in pairs with the head of one frame inverted for bracing. As an alternate method, temporary steel spreaders shall be securely fastened to the bottom of each frame. Ship doors in manufacturer's standard protective wrapper.

e. Storage

Doors and frames shall be stored carefully on platforms under cover. Storage spaces shall be in dry locations with adequate ventilation, free from dust and water, and shall permit easy access for inspection and handling. Use of non-vented plastic or canvas shelters, which create a humidity chamber, shall be avoided. If the protective wrapper on the door becomes wet it shall be removed immediately. Provide at least a 2" space between stored units to promote air circulation.

f. Paint Requirements1. Metal Doors and Frames

Manufacturer primed and finish coat of paint applied with Sherwin & Williams or MCPS approved equal direct to metal latex as specified by the manufacturer. Color to be selected by the MCPS Project Coordinator from manufacturer's color standards or painted by Contractor to match existing facility colors. All exterior doors shall be painted before installation when seasonal temperature prohibits the application of paint on exterior surfaces. MCPS Project Coordinator will designate a location in the school facility for the doors to be painted. All paint products used shall be the lowest VOC available from the MCPS approved manufacturer.

2. Caulking

- a. All frames and wall connections shall be neatly caulked and sealed with an MCPS approved high grade exterior acrylic latex/silicon or polyurethane caulking compound.
- b. Furnish MCPS all Material Safety Data Sheets for all paints and caulking for approval prior to installation.

g. Fire Resistant Rating

Boiler room door and frame construction shall comply with NFPA 80 and ASTM E152 and with the requirements of and shall bear the UL label.

h. Submittals1. Shop Drawings

The apparent low bidder shall submit shop drawings for one (1) of each type door anticipated to be installed for each project, as requested by MCPS either prior to award or as requested for each assigned project, indicating gauge, construction, fastening details, anchors, reinforcements, hardware, locations, hardware mounting heights and welding requirements for each opening, and door schedule (numbered in accordance with opening designations) listing types, sizes, and detailed remarks, for each project.

2. Manufacturer's Data

The apparent low bidder may be required to submit to MCPS a list of all proposed materials, printed specifications, test performances and results, installation directions, frame anchorage, reinforcements, frame construction, protection handling and storing instructions, cleaning instructions, and other pertinent information.

i. Provision of Hardware

Prepare door and/or frame assemblies to receive finish hardware, i.e., door hinges including cutouts, reinforcing, drilling and tapping at the factory to receive subsequent hardware per templates. Neither screws nor fastenings shall be exposed. Cutout for hardware shall be reinforced and have dust boxes. Comply with applicable requirements of ANSI A115 Series, and ANSI/SDI A250.6-2013 as applicable.

j. Door and Frame Installation

1. Install metal door and frame units in accordance with approved shop drawings, manufacturer's technical data, and as herein specified. All necessary anchors, bolts, hangers, brackets, screws, and associated fastenings shall be provided, as required, to assemble and secure frames, within the clearances specified in ANSI/SDI A250.8-2003 (R2008) unless otherwise specified or detailed. Where permitted, exposed fasteners shall be countersinking flat Phillips or Jackson Heads. Do all required masonry and carpentry work (including but not limited to: walls, floors and ceilings....etc.) for door and frame installations to a finish and completed project. Seal off all work areas for protection against weather and vandalism. **Take all safety precautions to protect persons from harm and MCPS property from damage.**
2. Install door frames prior to construction of enclosing walls. Set frames accurately in position, plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is completed remove temporary braces and spreaders on doorframes leaving surfaces smooth and undamaged. Floor anchors shall be secured with powder-activated fasteners or MCPS approved anchors.
3. All frame installations shall be approved by MCPS Project Coordinator before installation proceeds.

k. ADA Hardware Items

Hardware items providing accessibility and usability for the physical handicapped shall comply with the Americans with Disability Guidelines (ADAAG).

3. Exterior Metal Doors

- a. Maximum Heavy Duty Commercial Grade skins/face sheets to consist of 14 gauge Cold Rolled Steel with vertical 20 gauge continuous steel stiffeners no more than 6" on center with voids between stiffeners filled with sound-deadening thermal fiber industrial insulation.
- b. Vertical edges shall have Mechanical Interlock Edge seams full height of door and be continuous welded finished flush and smooth. Upper/lower rails will be reinforced with continuous 16 gauge minimum steel channel spot welded to both faces of door.

Top rail to be solid to retard moisture penetrating the door and the bottom rail to have weep hole for moisture escape.

- c. Doors shall conform to ASTM A653, A924 and E413-10 standards.
- d. Must conform to ANSI A250.4-2011 (Test Physical Endurance)
- e. Hinge reinforcements will be 7 gauge steel angle or channel 12" long.
- f. Cylindrical lock reinforcement will be 16 gauge.
- g. Closer reinforcement shall be 12 gauge.
- h. All doors are to be hung by manufacturer specifications and to close properly without binding square and true to frame.

4. Interior Metal Doors

- a. Maximum Heavy Duty Commercial Grade skins/face sheets to consist of 16 gauge Cold Rolled Steel conforming to ASTM A653A/A653M Standards with vertical 22 gauge continuous steel stiffeners no more than 6" on center with voids between stiffeners filled with sound-deadening thermal fiber industrial insulation.
- b. See Detail Specification Section C, Exterior Metal Doors; 3; b through h.

5. Exterior Metal Screen Doors

- a. Exterior Hollow Metal Door 14 gauge from approved manufacturer as specified herein using an approved 20" x 30" window light frame replacing the glass with a removable screen frame using steel screening material with small diamond expanded metal.
- b. Screen Doors are only required on Kitchen exit door openings.
- c. All accessories and specifications apply to Screen Doors as the Exterior Metal Door requirements herein: closers, lock, threshold, and paint ...etc.
- d. See Detail Specifications, Section C; Exterior Metal Doors requirements; 3; b through h.
- e. Lock, closer and required hardware may need adjustment in location due to the closeness of the Kitchen exit door hardware, these adjustments must be approved by the MCPS Project Coordinator before installation.

D. INTERIOR FLUSH WOOD DOOR REQUIREMENTS

1. MCPS Approved Manufacturers

MCPS recognizes that all manufacturers may not produce identical products. It is MCPS sole decision to review the manufacturers offer to deem if they in fact meet the minimum quality standards of these specifications.

- a. **Algoma Hardwoods Inc.**
- b. **Eggers Industries, Architectural Door Division**
- c. **Marshfield Door Systems**
- d. **Mohawk Flush Doors, Inc.**
- e. **VT Industries**

2. Generala. Scope

The Contractor shall be responsible for the removal and disposal of existing doors to be replaced and shall furnish new flush wood veneer doors, hardware and accessories as herein specified and required by MCPS. All Interior Wood Veneer Doors are to be manufactured to the standards of the latest edition of Architectural Woodwork Institute (AWI) Quality Standard. Obtain doors from a single manufacturer to ensure uniformity in quality of appearance and construction, unless otherwise indicated.

b. Coordination

The Contractor shall coordinate the dimensions and details of doors with all existing frames, metal louvers, vision light panels, finish hardware and accessory requirements related with items affecting solid core wood flush doors that may not be mentioned and/or shown within these documents.

c. Shipment

Doors, hardware, and accessories delivered to site shall be inspected by the Contractor for damage. **Damaged units shall be removed from the job site.** Protect doors during transit, storage and handling to prevent soiling and deterioration. Comply with the requirements of referenced standard and manufacturer's written instructions. Individually package doors shall be delivered in plastic bags or cardboard cartons.

d. Storage

1. Store and protect doors in accordance with manufacture's recommendations and "How to Store, Handle, Finish, Install and Maintain Wood Doors" published by the Window and Door Manufacturers Association (WDMA).

2. Doors shall be stored in a designated area chosen by the MCPS Project Coordinator and/or Building Service Staff. Storage spaces shall be in dry locations with adequate ventilation, free from dust and water, and shall permit easy access for inspection and handling. Provide at a two inches (2") space between stored units to promote air circulation. Door hardware and accessories shall be stored in a secured locked location. The MCPS Project Coordinator and/or Building Service Staff shall assist the Contractor in providing such a location.

e. Shop Drawings

1. MCPS shall require a shop drawing for each project.
2. Shop drawings shall identify at a minimum:
 - a. All door types and sizes.
 - b. Fire and STC ratings.
 - c. Hardware Manufacturer/type.
 - d. Hardware blocking locations and sizes.
 - e. Vision panel and louvers manufacturer, cut out sizes and locations.
 - f. Pre-finish system type and approved colors.
 - g. Hardware mounting heights, **MasterSpec 08710**.

f. Design and Fabrication

1. Fabricate flush wood doors in sizes to fit existing project conditions.
2. Factory Pre-Machine doors for hardware that is not surface applied including all function holes, raceways and hinge pilot holes. Locations and hole patterns to comply with specified hardware manufacturer's template and requirements of NFPA 80 if it applies. Comply with door manufacturer requirements to maintain full warranty.
3. Specific locations for hardware will be coordinated between frame and door manufacturer. Location of hardware will be placed to assure the door warranty is not voided. Manufacture defined light-lock conflicts are to be followed to maintain both warranty and fire label requirements.
 - a. Specific hardware preps will be per hardware schedule(s) provided unless in conflict with warranty or fire label. Hardware preps to be neatly and cleanly squared as required per hardware templates.
 - b. Metal astragals and metal channels to be supplied where fire ratings will not allow metal-free edge(s).

4. Custom fit on site, doors to suit existing frame opening sizes to AWI Standards and with the manufacture's recommended uniformed clearances and bevels unless otherwise indicated.

g. Factory Finishing

1. Comply with referenced AWI quality standards requirements for factory finishing TR-6 Premium Grade.
2. Finish wood doors at factory.
3. Staining

Doors shall be provided by the manufacturer with the stain color to match existing doors. The MCPS Project Coordinator will select from manufacturer's standard color chart to match as close as possible.

4. Sheen shall be Satin.

h. Examination

1. Examine interior flush wood doors with existing door frames before installing hardware and accessories.
 - a. Do not install doors in frames, which would hinder the proper operation of the doors. The Contractor shall make corrections to existing frames as required, e.g., repair hinge pockets, and secure loose frames, etc., prior to installing doors.
 - b. Verify that the new interior flush wood doors comply with requirements of type, size, location and swing to existing door frames in which they shall be installed.
 - c. Reject doors with defects and replace with new.
 - d. Restore finish after installation and fitting and/or machining is required on project site.
 - e. Proceed with door hardware and accessories only after any unsatisfactory conditions have been corrected, e.g., loose frame, etc.

i. ADA Hardware Items

Hardware items providing accessibility and usability for the physically handicapped shall comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG).

j. Installation of Doors

Install in accordance with requirements of FMA, AAMA and WDMA Standard Door Installation Standards and manufacture installation requirements.

k. Adjusting, Cleaning and Protection

1. Wood doors that are hinge bound, not swinging freely, or otherwise operating improperly shall be re-hung; replace door(s) if deficiencies cannot be corrected by re-hanging.
2. Protect doors to minimize damage or deterioration prior to completion and acceptance by MCPS.
3. Refinish or replace doors damaged during construction to the satisfaction of the MCPS Project Coordinator.
4. Project and work areas shall be clean, and all overstock material, tools and equipment shall be removed upon completion or notified by Project Coordinator.

3. Non-Rated Interior Flush Wood Doorsa. Door Grade and type

Premium Grade A Flush Wood Veneer Door; solid staved lumber core 5ply (SLC-5), 1³/₄" thick, type 1 Adhesive (face veneer to core).

b. Veneer

1/42" minimum Oak or Birch veneer (mostly used - others upon request), plain sliced and book match-stain grade. Veneer leaves a minimum nominal width of five inches (5").

c. Vertical Edges

1-3/8" stiles - 3/4" hardwood matching face material, 5/8" matching structural composite lumber bonded to core with a 3 degree bevel on both stiles.

d. Horizontal Edges

1" rails (solid lumber) must be present on all doors with grain running perpendicular to stiles.

e. Crossbands

1/16" One Piece High Density Fiber Board full width and length (rail to rail) of door. Edges of Crossband not to be visible between face veneer and stiles.

4. Fire-Rated Interior Flush Wood Door Requirements

- a. Comply with Positive Pressure Standards. Positive pressure labeled doors to be category A.

1. Core, Veneer, and Cross bands

Will be the same for non-rated door specs unless a special core is required to label at the required fire protection levels.

2. Stiles (Vertical Edges)

Provide manufacturer's standard solid edge construction approved for each fire protection level with improved screw holding capability of not less than 800 lbs. and split resistance not less than 690 lbs. Special treated stiles must be covered with matching veneer or veneer compatible to the face veneer species.

3. Rails (Horizontal Edges)

Rails are solid lumber or other material contained in manufacturer's fire door approvals.

4. Mineral Blocking

Required for doors with fire core construction for all surface mounted hardware as specified.

- a. Minimum five inch (5") top blocking required for all fire doors having surface mounted closers.
- b. Provide seven inch (7") top blocking for all doors using parallel mounted closers.
- c. Provide two (2) lock blocks, four and one-half inches by ten inches (4 ½" x 10") for all exit devices.
- d. Minimum five inch (5") bottom blocking required for all fire doors having surface mounted or mortised hardware within six inches (6") of the floor.

5. Pairs

Provide fire-rated pairs with fire-retardant stiles matching face veneer that are labeled without formed-steel edges and astragals. Provide meeting stiles with all concealed intumescent seals the label requires.

6. Comply with NFPA 80 and 101 for fitting clearances of fire rated doors.

5. Sound Retardant Flush Wood Door Requirements

- a. In music rooms provide sound retardant doors with a minimum Operable STC 45. Provide doors with the automatic door bottom and sound gasketing required to meet the tested STC level.
- b. Core, veneer and crossbands will be the same as non-rated door spec unless a special core is required to meet minimum SCT 45.
- c. Comply with most current ASTM E 90. Provide certification of testing by an independent testing lab to the MCPS Project Coordinator.

E. DOOR ACCESSORIES FOR METAL AND WOOD DOORS

1. All doors shall have the following accessories and all hardware is to be through bolted, no self-tapping screws on any hardware.
 - a. Door Closer
 1. **LCN 4040 series or Hager 5100 series** with selective hold open arm to be mounted in the parallel position.
 2. Closer shall be factory pre-adjusted and field adjusted by the Contractor if necessary to comply with the manufacturer's recommended installation instruction. Closing speed should be five (5) seconds for middle and high school and seven (7) seconds for elementary schools.
 - b. Exit Device
 1. **Von-Duprin 98 series or Sargent 8800 series rim type or Hager 4700** stainless steel finish (some may require key application).
 2. Provide standard pull plate mounted on opposite side of door upon approval by MCPS. All trim shall be bolted by means of concealed fasteners and thru-bolted.
 3. Fire Exit devices shall be certified by Underwriters Laboratory to be in compliance with positive pressure standards UL 10C.
 - c. Hinges
 1. **McKinney TB 2714 or Hager BB 1279 NRP (ball bearing type) 4-1/2" x 4-1/2"** with non-removable pin.
 2. Top mounted reinforced hinge: **heavy-duty Markar Products #B1923 finish-US2G or Hager 253 will be installed on all exit doors when Butt Hinges are used.**

3. A **Heavy Duty Rotton or MCPS approved continuous type hinge** maybe considered in certain situations only when approved by MCPS Project Coordinator.
4. All hinge types shall be discussed and selected by the MCPS Project Coordinator prior to installation by the Contractor. Any hinges install prior to MCPS approval will be subject to removal at no cost to MCPS.

d. Window Light

1. Supply to match existing door unit or side light panel as required at each location. Window light sizes and location to be determine by Project Coordinator.
 - a. 4" x 25" metal frame with 1/4" laminated safety glass.
 - b. 20" x 30" metal frame with 1/4" laminated safety glass.
 - c. All vision panels must meet fire and SCT labels when required.
2. **Snap-On frames are NOT acceptable.**
3. All metal frames shall be screwed together design. Frames shall be painted as required.

e. Cylindrical Entry Lockset

1. **BEST Peaks System 9K Series** with construction type core to be installed on exterior doors where applicable. The existing lock with core will be given to the MCPS Project Coordinator when removed, who will arrange for a MCPS Locksmith to reinstall new core into new lock. MCPS is responsible for re-keying and installing permanent core.
2. All other lock sets shall match the existing lock sets in facility and re-keyed to the schools inside master key where required.

f. Surface Bolts

Ives SB453-US26D or Hager 275D or MCPS approved equal.

g. Weather Stripping/Gasketing

1. Aluminum jamb-up seal – **National Guard Product (NGP) 160V or Hager 871V.**
2. All exterior doors require two (2) door sweeps, use a **National Guard 199NA or Hager 754S0** or MCPS approved equal on the inside of doors and **National Guard C627A or Hager 77058** or MCPS approved equal on the outside of doors.

h. Kick Plates

Kick plates and armor plates shall be .050 inch minimum thickness stainless steel US32D. Plates beveled on three (3) sides (B3E), predrilled and countersunk with stainless steel screws 5/8" minimum.

i. Threshold

1. Heavy duty aluminum, configurations and lengths to meet application requirements. MCPS approved manufacturers and models are: **Pemko – 1716, National Guard – 426HD and Hager – 627S.**
2. All thresholds to be set in solid masonry or hydraulic cement and anchored to concrete. Thresholds need to be caulked to concrete and door jambs with aluminum color caulk. All products must be approved by the MCPS Project Coordinator prior to installation by contractor.

j. Metal Louvers for Doors

1. As provided by the door manufacturer to comply with the following specifications:
 - a. Blade Type – Vision proof, inverted V spaced for maximum privacy.
 - b. Galvanized steel 0.0396 inch thick, hot- dip zinc coated and factory primed and painted.
 - c. Color – Beige using premium grade enamel paint or approved by MCPS Project Coordinator.
 - d. Metal door louvers shall be installed on bathroom, closet and storage doors as required.

k. Push and Pull Plates

1. Push and Pull Plates as manufactured by **Trimco Series 1807–4SP** is the only approved manufacturer at this time.
2. Size – 4" x 16" and 6" x 18" for bathrooms.
3. All plates shall be drilled and countersunk approximately six inch (6") on centers. All plates shall be furnished with stainless steel Phillip's head screws with undercut heads to insure a tight bond on any type door. All plates shall be packaged in individual envelopes clearly marked and sized. All material shall be properly packaged to protect the finish.
4. All products shall comply with ANSI/BHMA standards A156.6 and A156.18.

5. All push and pull plates shall have radius corners.
6. All push plates shall be a minimum thickness of .125”.
7. All pull plates shall be a minimum thickness of .125”.
8. All push and pull plates shall comply with ADA requirements.

l. Manual Flush Bolts and Coordinators

1. Manual Flush Bolts and Coordinators as manufactured by **Trimco is the only approved MCPS manufacturer at this time.**
2. All flush bolts are to be furnished for pairs of doors as specified by MCPS Project Coordinator. Furnish minimum length of twelve inches (12”) for all rods except where any door is higher than seven feet (7’). Furnish the top bolt in length sufficient to locate the flush bolt operator no more than six feet (6’) above the finished floor. Comply with ANSI A115.4 door and frame preparation. Furnish standard strikes with wrought boxes for top bolts. Furnish dustproof strikes for bottom bolts.

m. Door Silencers

1. Door Silencers as manufactured by **Ives Series SR64** or approved equal.
2. Furnish for all hollow metal frames, three (3) door silencers for each single door and two (2) each for each pair of doors.

n. Overhead Holders and Stops

1. Overhead Holders and Stops as manufactured by **Glynn – Johnson Series 450.**
2. Furnish surface mounted overhead holder/stop of type and design and function as specified.
 - a. All holders shall be non-handed and furnished complete with proper fasteners.
 - b. All holder arms and channels shall be made of extruded bronze or stainless steel.
 - c. Shock absorber to be a shock absorbing coil steel spring with a rubber insert.
 - d. Furnish steel sex bolts on all wood doors.
 - e. Track end caps shall be metal with matching finish.
3. All products here within shall comply with the standards of ANSI/BHMA A156.8.

- o. Pull/Handles
 - 1. Pull/Handles as manufactured by **Trimco Series 1097HA-RC-SP and 1096HA-RC-SP**.
 - 2. Furnish pulls of the design, type and finish as specified by MCPS Coordinator, designed to be compatible with exit devices.
 - a. Pulls shall have trim bolts with no exposed fasteners.
 - b. Pulls shall be 1/8" thick stainless steel with features as specified.
 - c. Pulls shall comply with ADA requirements.
- p. Mortise Locks and Latches
 - 1. Furnish mortise type locksets and latch sets with anti-friction deadlocking latch bolts. All locksets and latch sets shall be furnished complete with trim, armor fronts and 6 pin cylinders, concealed fastenings, washers and bushing.
 - a. Provide a minimum 3/4" throw stainless steel latch bolts.
 - b. Provide a minimum 1" stainless steel deadbolt with hardened steel rollers.
 - c. All levers shall be solid cast.
 - 2. The specified manufactures shall be certified as being in compliance with the latest edition of ANSI/BHMA A156.13 standards and part of the continuing program of passing prescribed tests and approved by MCPS.
- q. Heavy Duty Locksets and Latches
 - 1. Shall be as manufactured by **Schlage, Sargent, Russwin, Best or MCPS approve equal; no other brands will be acceptable**. Lock and latch sets for classroom doors, shall have classroom security lock function or approved by MCPS Project Coordinator.
 - 2. Lock and latch set for bathrooms, mechanical room doors, and main office doors shall match existing and approved by MCPS Project Coordinator.
 - a. Thumb turn lock on interior side of door must be a un-lock operation only.
 - b. Heavy duty cylindrical locksets shall be in accordance with the latest edition of ANSI/BHMA A156.2.
- r. Keys and Keying
 - a. The specific keying requirements are to be determined in consultation with the MCPS Project Coordinator and Building Service Staff. The specific keying

requirements approval by the MCPS Project Coordinator shall be required prior to the Contractor purchasing the locksets and cylinders from the manufacturer.

- b. **All locksets shall be Grand Master, Master and Sub-Master keyed.**
- c. All keys shall be nickel silver.
- d. All master and grand master keys shall be stamped **Do Not Duplicate**.
- e. Stamp all keys with bitting number and key symbol code.
- f. **Best** Cylinders shall be used at all locations where Best cores are found in the existing conditions. The Contractor shall supply construction cores and MCPS will supply and install permanent **Best Kaba** cores, MCPS-B2 Keyway.
- g. The Contractor shall attach a key tag to each key and shall mark thereon the key symbol, key bitting number and room description number.
- h. The Contractor shall organize and re-establish the existing facility key box and coordinate this task with the building Administrator and MCPS Project Coordinator.

F. METAL DOOR FRAME REQUIREMENTS

1. Exterior Metal Door Frames

- a. Welded type Hollow Metal Door Frames shall be of a double rabbit design – 14 gauge cold-rolled sheet steel as specified with the stop a minimum 5/8" in depth.
- b. All anchors and accessories to be hot dip galvanized and approved by MCPS Project Coordinator.
- c. Hinge reinforcements shall be 7 gauge, 1-1/4" x 10" minimum size.
- d. Strike reinforcement shall be 16 gauge minimum.
- e. Closer reinforcement shall be 12 gauge minimum.
- f. All welding on exposed surfaces shall be dressed flush, smooth and neat in appearance.
- g. All welding should be primed promptly after dressing before painting.

2. Interior Metal Door Frames

- a. Welded type Hollow Metal Door Frames shall be of a double rabbit design – 16 gauge cold-rolled sheets steel as specified with the stop a minimum 5/8" in depth.

- b. See Detail Specification Section F, Metal Doors and Frame requirements; 1; b through h.

G. WINDOWS AND WINDOW WALL FRAME REQUIREMENTS

1. This section includes the requirements for the following types of windows:
 - a. Single Hung (AW-Architectural Grade) (Thermally Broken)
 - b. Double Hung (AW) (Thermally Broken)
 - c. Slider (AW) (Thermally Broken)
 - d. Projected-In (Hopper) Windows (AW) (Thermally Broken)
 - e. Fixed (AW) (Thermally Broken)
 - f. Casement (AW) (Thermally Broken)
 - g. Fixed Hollow Metal

2. General Requirements

Contractor shall remove and dispose of window/window walls to be replaced. Furnish, deliver and install aluminum finish window units and accessories as specified. **All windows, including prefabricated aluminum frames, hollow metal frames, supplied under this contract shall include double “low-e”, minimum 1” insulated glass the glass unit shall meet a minimum energy rating of R-5 in “Thermally Broken Systems”.** Supply all frame adapters, sill extenders, sub sills, clips, fasteners, panning, flashing etc., to provide a complete and finished system installation as conditions warrant.

3. Aluminum Windows and Walls

- a. Acceptable Manufacturer/Products

1. **Kawneer**
 - Single Hung: 8430 Series
 - Double Hung: 8450 Series
 - Slider: 8470 Series
 - Projected: 8225TL Series
 - Fixed: Provide fixed units as appropriate to the respective frame sizes above, and of an equivalent performance level as warranted matching the respective unit series performance levels for each unit series described above.
2. **EFCO**
 - Single Hung: 660 Series
 - Double Hung: 670 Series
 - Slider: 6555 Series

Projected: 550 Series

Fixed: Provide fixed units as appropriate to the respective frame sizes above, and of an equivalent performance level as warranted matching the respective unit series performance levels for each unit series described above.

3. TRACO

Single Hung: TR9100 Series

Double Hung: TR9000 Series

Slider: TR6800

Projected: TR2400/TR2500 Series

Fixed: Provide fixed units as appropriate to the respective frame sizes above, and of an equivalent performance level as warranted matching the respective unit series performance levels for each unit series described above.

4. Wausau

Single Hung: 310I Series

Double Hung: 3100 Series

Slider: 4100 Series

Projected: 2250 Series

Fixed: Provide fixed units as appropriate to the respective frame sizes above, and of an equivalent performance level as warranted matching the respective unit series performance levels for each unit series described above.

5. Quaker

Single Hung: T300 Series

Slider: E300 Series

Fixed: Provide fixed units as appropriate to the respective frame sizes above, and of an equivalent performance level as warranted matching the respective unit series performance levels for each unit series described above.

6. Winvent

Projected: 350 Series

7. Winco

Projected: 1150 Series

Casement: 4410H Series

Fixed: Provide fixed units as appropriate to the respective frame sizes above, and of an equivalent performance level as warranted matching the respective unit series performance levels for each unit series described above.

NO OTHER MANUFACTURERS WILL BE CONSIDERED FOR THIS BID AT THIS TIME.

4. Submittals

a. General

Submit the following in accordance with the General Conditions.

b. Product Data

Submit installation and manufacturer literature.

c. Samples

The apparent low bidder will be required to supply samples as noted below within five (5) work days after MCPS request:

1. Extrusion

Twelve-inch long frame section with corner assembly.

2. Color Selection

Manufacturer's full range of actual 1-inch x 2-inch (minimum) color samples for initial selection purposes; minimum of 20 choices.

3. Color Verification

Following MCPS' color choice selection submit corner assembly sample of window with selected finish system color applied.

d. Shop Drawings

The apparent low bidder may be required to supply shop drawings prior to contract award for each assigned project as requested by MCPS that shall include the following:

One-fourth inch scale (minimum) elevations and 3" scale (minimum) details of all windows, including the following:

1. Provide elevations of each window assembly (dimensioned).
2. Provide installation and erection details including construction of all parts, aluminum thickness, connections, anchorage and fastening sealing methods.
3. Provide sections of typical members including frame sizes, glass size, spacing of anchors and fasteners and details of accessories.
4. Indicate coordination with existing conditions for replacement window assemblies.
5. Provide schedule of windows identifying typical window types per school.
6. Glass and glazing shall be submitted concurrently for coordination.
7. The Contractor shall list exact size of glass and procedure for re-glazing.

e. Other

Certificates: Manufacturer's certificate that materials meet specification requirements including the following:

1. Air Infiltration – per ASTM E283
2. Water Infiltration – per ASTM E547 & E331
3. All products to be American Architectural Manufactures Association (AAMA) and Window and Door Manufactures Association (WDMA) certified and labeled. Any windows from the approved manufacturers, that are not AAMA certified/labeled; Contractor shall be required to provide a letter of certification from the manufacturer of the window supplied on a job-by-job basis certifying and stating that the windows (including configuration, extrusion and hardware changes) will meet or exceeds the specified AAMA performance criteria as verified by required testing. Test reports are to be included as part of the submittal package for all windows supplied.
4. Life cycle testing per AAMA 910-10.

f. Project Closeout

Maintenance Information: The Contractor shall also include as part of each project, Operations Maintenance and Product Data Manual. The Contractor shall review procedures with MCPS.

5. Quality Assurancea. Standards

Specifications published by the AAMA & WDMA.

b. Manufacturer's Qualifications

Firm with a minimum of five years' experience successfully producing all windows of type specified for project and with sufficient production capacity to produce required units without causing delay in the work.

c. Installer Qualifications

A single firm shall perform the work of this section and shall have a minimum of five years successful experience in the installation of aluminum windows of type specified for project and be approved by the respective Window Manufacturer.

d. System Performance

1. Conduct tests to certify compliance with the following performance requirements as specified in AAMA/WDMA/CSA 101/I.S.2/A440-08.
2. Uniform Load Deflection Test:
 - a. Conduct in accordance with ASTM E 330-02 (2010).
 - b. Maximum deflection of frame or sash member shall not exceed 1/175 of the span in any direction when subjected to AAMA specified test pressure both positive and negative.
 - c. There shall be no damage to fasteners.
3. Water Resistance Test
 - a. Conduct in accordance with ASTM E331-00 (2009) at static pressure of 10 psf.) No water penetration for 15 minutes when window is subject to rate of flow of five gallon/hour/square feet with differential pressure across window unit of 6.24 psf.
4. Air Infiltration Test
 - a. Conduct in accordance with ASTM E 283-04 (2012)
 - b. Maximum infiltration: Fixed Units: 0.06 cfm, @ 6.24 psf.
Operable Units: 0.10 cfm, @ 6.24 psf.
5. Thermal Transmittance Test
 - a. Conduct in accordance with AAMA 1503.1-09.
 - b. Combined Thermal Transmittance.

No more than 0.60 BTU/hr/ft²/degree F with 15 mph wind velocity.
6. Condensation Resistance
 - a. Conduct in accordance with AAMA 1503.1-09.
 - b. Resistance factor (CRF): Not less than 50.
7. Life Cycle Testing Test Sample Preparation

Testing procedures and report content shall comply with AAMA 910-10.
- e. Allowable Assembled Tolerances
 1. Material Tolerances

- a. Solid extrusions: Minimum nominal metal thickness as required by frame profile not less than 0.125" nominal.
 - b. Hollow extrusions: Minimum nominal metal thickness as required by frame profile not less than 0.125" nominal.
2. Size Tolerances: Dimensions within plus or minus 1/16 inches.

6. Materials

a. Aluminum Members

Alloy and temper recommended by the manufacturer for strength, corrosion resistance, and application of required finish; comply with ASTM B 221 for aluminum extrusions, ASTM B 209 for aluminum sheet or plate, and ASTM B 211 for aluminum bars, rods and wire.

1. Framing and Sash members: Extrusions, not less than gary recom 0.125" nominal inches thick, designed to form entire interlocking frame assembly secured with no exposed screws, providing weather-tight connection while allowing expansion and contraction. All members shall be thermally broken.
2. Panning, flashing and Trim: Extruded aluminum designed for interlock with framing, not less than 0.062 nominal inches thick, secured with no exposed screws.

b. Fasteners

All exposed fasteners shall be either aluminum or stainless steel in accordance with ASTM A164. Exposed surfaces shall match color of frame material. No plated steel fasteners shall be allowed.

7. Finish

a. General

1. Color to be selected by the MCPS Project Coordinator from manufacturer's color standards or painted by Contractor to match existing facility colors. All paint products used shall be the lowest VOC available from the manufacturer.
2. Sheen: As selected by MCPS.

b. Aluminum Finishes

All exposed surfaces shall be free of scratches or other blemishes and shall be finished using manufacturer's standard two-coat, thermo cured, full strength 70%

PVDF resin "Kynar 500" (basis of design) coating complying with AAMA 2605; total dry film thickness of 0.9 mil (minimum).

c. Steel Hollow Metal Finishes

Manufacture primed and finish with Sherwin & Williams or MCPS approved equal direct to metal latex as specified by the manufacturer.

8. Windows Fabrication

a. General

All products to be "AW--Architectural Grade" quality per AAMA AW-50 (minimum). Provide unit cost percentage of price adjustment under item #7 on the quotation form for all products to be "Architectural Window", AW-50 (minimum). Window units shall be fabricated with an integrally concealed thermal barrier located in a manner, which eliminates metal-to-metal contact and provides a continuous break around the entire perimeter of frame and sash. Reinforcing members and fasteners shall comply with Section 1 of AAMA 101-08.

1. Locking Handles: Projected vents shall have heavy-duty cam type made of nickel-bronze alloy.

a. Finish: US26D.

b. Provide two locking handles for vents 42" or wider.

2. Operating Arms: Projected vents shall be equipped with factory-installed adjustable sash vent opening limited to control the extension of vent beyond the face of the window frame.

3. Weep Holes: Provide weep holes and internal passages to conduct infiltrating water to the exterior.

4. Joining Components: All mechanical fasteners, welded components, and hardware items shall not bridge thermal barriers. Thermal barriers shall align at all frame and sash corners.

5. No exposed fasteners.

6. Glazing

a. General

All window glazing supplied under this contract shall be an IGU (insulated Glass Unit). The IGU shall consist of 2 sheets of tempered glass, a warm spacer and sealed with a hot-melt butyl sealant on all perimeters. Apply a

double Low-E coating to the IGU, one coating each on the #2 and #4 sides, all IGU must achieve R-5 rating. Any IGU variance from this spec. must be approved by MCPS before fabrication.

- b. Steel type glazing stops shall be installed tight in the corners and fasteners shall be countersunk.
- a. Butyl tape or equal weather sealant preformed tape approved by MCPS shall be used on both sides of IGU (between IGU and frame and IGU and top trim).
- d. All glazing shall be installed from the inside of building unless approved by MCPS Project Coordinator.

b. Frame

Cope and mechanically fasten each corner maintaining hairline joints, then seal weather tight. Joinery methods shall not discolor or mar finish. Any exposed fasteners must be finished to match the selected frame finish in color and sheen. Any exposed sealant must match the selected frame color and be installed in visually acceptable manner.

c. Vent Sash

- 1. All vent sash extrusions shall be tubular.
- 2. Miter all corners and mechanically stake over solid aluminum 1/4-inch thick corner blocks; set and seal in epoxy maintaining hairline joint. Joinery methods shall not discolor or mar finish. Any exposed fasteners must be finished to match the selected frame finish in color and sheen. Any exposed sealant must match the selected frame color and be installed in visually acceptable manner. No overlap vent. Vent is to be flush with frame.
- 3. Provide a type extruded neoprene weather stripping in extruded races about perimeter of operating sash. Securely join and stake at corners.
- 4. Single Hung sash locks shall be extruded aluminum, spring loaded gravity latch, located at bottom of lower sash.
- 5. Single Hung lift handle shall be extruded, and integral with the bottom sash and continuous.

d. Stops

Provide factory-installed limit stops at operable vents to control the extension of vent beyond the face of the window frame. Stops shall limit opening to a maximum 6" between the vent and face of the window frame when window is fully opened.

- e. All exposed window components, except hardware, to have selected factory-applied finish.
- f. Window components for other types of windows for this bid to be of similar quality to above mentioned projected units.

9. Hardware

- a. Provide manufacturer's standard hardware fabricated from aluminum, stainless steel, carbon steel complying with AAMA 907-12 or other corrosion-resistant material compatible with aluminum; designed to smoothly operate, lightly close, and securely lock aluminum windows sized to accommodate sash or ventilator weight and dimensions. Cadmium-plated hardware is not permitted. Do not use aluminum in frictional contact with other metals. Where exposed, provide solid bronze; extruded, cast or wrought aluminum; die-cast zinc with special coating finish; or nonmagnetic stainless steel.
- b. Counterbalancing mechanism shall comply with AAMA 902-07.
- c. Four-bar friction hinges shall comply with AAMA 904.1.
- d. Heavy duty cam handle locks shall be provided.
- e. Adjustable limit stops shall be provided.
- f. Extension operator bars shall be provided where required.

10. Insect Screens (**Special Note: MCPS will specify on each project where screens will be required. Contractor is not to automatically order windows with screens**)

a. General

Design windows and hardware to accommodate screens in a tight-fitting, removable arrangement, with a minimum of exposed fasteners and latches. Locate screens on inside or outside of window as appropriate for window operation. Provide for each operable exterior sash or ventilator.

b. Aluminum Insect Screen Frames

Manufacturer's standard aluminum alloy complying with SMA 1004. Fabricate frames with mitered or coped joints, concealed fasteners, adjustable rollers, and removable PVC spine/anchor concealing edge of frame.

- 1. Extruded-Aluminum or Aluminum tubular framing sections and cross braces shall be not less than 0.040-inch (1-mm) wall thickness.
- 2. Finish: Match aluminum window members.

- c. Aluminum wire fabric shall be 18-by-16 mesh of 0.011 inch diameter, coated aluminum wire. Wire-fabric finish shall be natural bright.
- d. Wickets shall be sliding or hinged, framed and trimmed for a tight fit and durability during handling.

11. Inspection

- a. The Contractor shall examine the premises and observe the conditions under which the work will be done or other circumstances, which will affect the contemplated work. The Contractor shall carefully check in the field the existing conditions on site that will affect the completion of the work. Subsequently no allowance will be made in this connection for any error or negligence on the Contractor's part.
- b. Verify that window openings conform to designated replacement units and are plumb, level properly aligned and provide a solid anchoring surface.
- c. Do not proceed with installation until unsatisfactory existing conditions are corrected.
- d. Work involving entering, connecting to, or interrupting services for, or in any way interfering with the normal activities taking place in the existing building or on facility grounds shall be coordinated with the MCPS Project Coordinator prior to performing the work. At least 48 hours advance notice shall be given to MCPS before performing such work, unless directed otherwise by the MCPS Project Coordinator.
- e. The Contractor is advised that all work involving disrupting the use of utilities shall not be carried out until permission has been received from the building staff and the MCPS Project Coordinator.

12. Product Storage and Handling

- a. Store windows in upright position off ground on dunnage.
- b. Protect from weather and damage.
- c. Store in designated areas as close as possible to point of installation.

13. Installation

- a. Comply with manufacturer's instructions for installation of window units and related components. No attachment or fastenings shall be made which penetrate or otherwise adversely affect the thermal brake of the window unit.
- b. Set units plumb, level and true line, without warp or rack of frames vent and sash.

14. Protection

Protect window units for the duration of the project so that the units will be free of damage or deterioration (beyond normal weathering) until final acceptance by MCPS.

15. Adjustment

Adjust operating vents or sashes and hardware to provide a tight fit at contact points and at weather stripping for smooth operation and a weather tight closure.

16. Warrantya. General

Comply with the pertinent provisions of the specification for warranties.

b. Manufacturer's standard form in which manufacturer agrees to repair or replace aluminum windows that fails in material or workmanship within specified warranty period. Failures include, but are not limited to the following:

1. Failure to meet performance requirements.
2. Structural failures including excessive deflection.
3. Water leakage, air infiltration, or condensation.
4. Faulty operation of movable sash and hardware.
5. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
6. Insulating glass failure.

c. Warranty period for metal finishes will be 10 years following the date of signed approval of final invoice by MCPS for each singular project.

d. Warranty period for insulating units dual glass seal will be 10 years following the signed approval of the final invoice by MCPS. This will include fogging condensation or any evidence of seal failure. The manufacturer will be required to replace any failed units promptly.

e. Warranty period for installation will be two years following the signed approval of the final invoice by MCPS for each singular project.

17. Window and Frame "Mock-Up"

As requested by MCPS, the successful Contractor may be required at the Contractor's expense to provide one full scale, fully finished "mock-up" of each type window and frame to be used in an actual field location to establish a level of

quality. The mock-up sample must be approved by MCPS before complete installation can proceed. Mock-up windows shall be provided in a timely manner, no more than 30 days after MCPS makes the request.

18. Fiberglass Windows and Walls

a. Acceptable Manufacturer

Basis-of Design Product: Subject to compliance with requirements, provide "Commercial Grade" **Inline Fiberglass Ltd.**; Series 325, or comparable products by one of the following:

1. **Inline Fiberglass Ltd.**
2. **Fibertec Windows**

19. Hollow Metal Steel Window Walls

a. Hollow Metal Window Frames

1. Welded type Hollow Metal window Frames shall be of a double rabbit design – 14 gauge, cold-rolled sheet steel as specified with the stop a minimum 5/8" in depth.
2. All anchors and accessories to be hot dip galvanized and approved by MCPS Project Coordinator.
3. All joints to be notch and welded. All welds on exposed surfaces shall be dressed flush, smooth, and neat in appearance and primed before painted.

b. Insulated Panels

1. Insulated Aluminum panels to be 5 ply consisting of 1" Rigid insulation 2 ply of 1/4" plywood, wrapped with Kynan finish aluminum.
2. Color shall be selected by MCPS project coordinator.