

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

INVITATION FOR BID # 9183.7

**WASTE COMPACTOR REPLACEMENTS
AT VARIOUS FACILITIES**

GENERAL CONDITIONS AND SPECIFICATIONS

I. GENERAL CONDITIONS

A. SCOPE

The work includes removing, disposal, furnishing, delivery and complete installation of new waste compactors with related accessories as required making projects complete in all detail and in compliance with specifications herein and manufacturer's installation recommendations. The successful Contractor will be required to visit various locations throughout Montgomery County Public Schools (MCPS) as requested to take measurements and 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 waste compactors replacements and associated accessories as specified herein in their entirety. The awarded unit prices will be used to submit project proposals for various locations as requested by MCPS. **The successful contractor will be required to submit the Asbestos Free Material Verification Form as applicable and required herein. (See General Conditions Section N APPENDIX E)**
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, ADA, 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 these specifications and permitted shall take preference.

C. AWARDS

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

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

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

D. SITE INSPECTION

The successful Contractor shall inspect the work sites using appropriate calculations to develop proposals based on awarded unit prices. If requested by the MCPS Project Coordinator, a drawing of the project shall be submitted with the proposal identifying where the work will be performed. The Contractor must report to the main office to contact the Building Service Manager prior to inspection. When a proposal has been submitted, and received it shall be understood that the work site has been inspected and that the 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 document.**

E. SCHEDULE

1. **Completion dates shall be identified on each Contractor's proposal.** A purchase order signed by the Director of the Division of Procurement will be the contractor's authorization to proceed with an approved proposal. All work is to be totally completed on or before the stated completion date identified and accepted on each proposal. This includes, but is not limited to, final inspections by MCPS staff, all cleaning tasks, punch-out work, etc. Project proposals shall be submitted within five workdays after site inspection to the MCPS Project Coordinator. Late charges will be deducted for failure to meet any target dates without an MCPS approved extension. **(See "Late Charges for Failure to Complete on Time" under Contract Administration.)**

2. Normal Work Periods

Work may be performed on regular school days: **Monday through Friday, 6:30 A.M. through 7:00 P.M.** (MCPS building service personnel are normally on site during these hours).

F. DELIVERY

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

G. 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, Code 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.

H. CONTRACT TERM

The term of contract shall be for one year as stipulated on the Invitation For Bid. However, the contract may not begin until one day after approval by the Board of Education and will conclude as stated under the contract terms. MCPS reserves the right to extend this contract at existing prices, terms and conditions, for up to four one-year additional terms. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful contractor(s) ninety days prior to the expiration of the original contract. The contractor will have ten days from date of notification to return the notice acknowledging its intent to accept or reject the extension. Once the responses are evaluated, MCPS staff may make a recommendation to the Board of Education to extend the contract or decide to rebid. If the contract is extended by the Board of Education a contract amendment will be issued.

I. 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.

J. PROVISION FOR PRICE ADJUSTMENT

1. Price increases will not be considered for the first year (12) months of the contract, Thereafter the successful bidder must submit a written request for price relief. Adjustments will be based upon the Consumer Price Index (CPI), specifically, the All Consumer Index, published by the U.S. Department of Labor, Bureau of Labor Statistics, for the Washington, D.C. Metropolitan Area and shall not exceed 75% of the percentage change of January 1 CPI's rounded to the nearest tenth of a percentage. MCPS reserves the right to accept or reject the request as may be determined to be in the best interest of MCPS. If a price increase is accepted a Contract Amendment will be issued. Any orders received prior to a request for price increase shall be honored at the original contract price.
2. Unit prices quoted herein are subject to price adjustment downward in accordance with decreases in prices announced by the manufacturer of the subject item any time after the bid opening date. Recommendation for awards, however, shall be made based on the original submission only.

K. WARRANTY/SERVICES/REPAIR

1. The specifications require that all workmanship and materials shall be guaranteed for two years. Final payment will be made once the installation is complete and accepted by MCPS for each proposal. The warranty shall begin once the MCPS Project Coordinator has approved 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/contractor to provide satisfactory warranty service to MCPS will be grounds for exclusion from future bidding.
3. Any manufacturer of material(s) used on the project offering as standard a longer warranty/guarantee than as specified herein, shall take precedence.
4. Upon completion of the projects, the point of contact may change between MCPS and the contractor when identifying and resolving any warranty claims during the warrant period.

L. BRAND NAMES

1. Commodity descriptions that state "Only a specified brand will be considered" are brands that have been evaluated and tested for inclusion on this bid and are the only brands acceptable at this time. **No substitutions will be accepted.** Other brands will be evaluated by MCPS if materials are submitted at no cost to MCPS. Forward samples/information to Montgomery County Public Schools, Division of Design and Construction, 45 West Gude Drive, Suite 4300, Rockville Maryland 20850. **Testing normally requires a minimum of workdays to complete; therefore, your samples/materials for testing may be approved for future bids if the evaluation is satisfactory. The process of evaluation is intended for larger types of equipment**

and/or components i.e. bleachers, elevators, lockers flooring, roofing systems, and PA Systems.

2. The brand name, code or model number on each item being offered, even if bidding the specified brand shall be provided. If a brand and code or model number is not shown your bid may not be considered.
3. If an item specification shows code or model numbers that have been discontinued, the bidder shall state so and indicate the current code or model number.

M. MATERIALS

Materials to be used in the performance of the contract shall be new and manufacturer's latest design improvements and materials current at the time of shipment. The MCPS Project Coordinator shall be notified of any design changes prior to delivering and the Contractor shall supply sufficient information to allow evaluation.

N. ASBESTOS INFORMATION

1. Asbestos Free Materials

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

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

The contractor shall provide required laboratory analysis report(s) and 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 task as may be required regarding existing material on site. Any questions concerning asbestos materials shall be directed to the Environmental Team Leader at 240-740-2324.

O. **DEVIATIONS**

All bids, meeting the intent of the invitation, will be considered for award. Bidders who are deviating from the terms, conditions, and/or specifications shall list such and explain fully on a separate sheet to be submitted with their bid. The absence of such a sheet shall indicate that the bidder has taken no exception and shall be held responsible for performing in accordance with the terms, conditions, and specifications as stated herein.

P. **SUBMISSION OF BIDS (Sealed Bids Only) – Required Submissions**

1. Bid Documents

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

2. Quotation Form (Pages 1-4)

a. Quotations to be entered on the Quotation Form supplied in **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.**

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 the event calendar (<https://www.montgomeryschoolsmd.org/departments/procurement>), or contact the Division of Procurement by email Laly_A_Bowers@mcpsmd.org and procurement@mcpsmd.org to confirm they have all addenda/errata. Failure to acknowledgment addenda/errata on the form may result in the 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 Section II Contract Administration" for additional MBE information) **Failure to supply as specified may disqualify your bid response.**

5. Licenses/Certifications (TO BE SUBMITTED WITH BID)

- a. The Contractor shall include a current “**State of Maryland**” **Construction Business License**. All Contractors’ business licenses are issued through the County of Baltimore City, Clerks of the Circuit Court in which the business is located within the State of Maryland Note: All out of state bidders must submit an out of state Maryland Construction Business License. Contact the **State License Bureau** <http://www.marylandtaxes.com/> or at 410-260-6240 for additional information as required.
- b. Contractor shall include a letter from the manufacturer stating that the firm is a manufacturer’s authorized installer/representative for the brand equipment offered. Manufacturer shall submit a letter stating manufacturer shall supply specified equipment in order for contractor to complete project by specified date.
- c. Contractor shall submit an existing state of Maryland Contractor license with bid submission. Failure to provide an existing license will disqualify the bid submission.

6. Statement of Experience

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

7. Bid Security

Bids in excess of One Hundred Thousand dollars (\$100,000.00) shall be accompanied by a Surety Letter. Failure to provide required documentation may disqualify bid proposal. See Section **GENERAL CONDITIONS SECTION R. BID SECURITY** for more information.

8. **Contractors’ Obligation Regarding Criminal Records of Individuals Assigned to Work in MCPS Facilities**

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

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

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

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

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

Each contractor is required to submit, following 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.

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

Under recent amendments to § 5-551 of the Family Law Article of the Maryland Code, each contractor and subcontractor shall require that any individuals in its work-force must undergo a criminal background check,

including fingerprinting, if the individuals will work in a MCPS school facility in circumstances where they have direct, unsupervised, and uncontrolled access to children. The term “work-force” in this and the preceding section refers to all of the contractor’s direct employees, subcontractors and their employees, and/or independent contractors and their employees that the contractor uses to perform the work required by the contract.

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

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

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

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

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

Q. EMARYLAND MARKET PLACE ADVANTAGE

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

R. MULTY-AGENCY PARTICIPATION

MCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. 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 goods, commodities and/or services. Use of this solicitation by other agencies may be dependent on special local/state requirements attached to and made a part of the solicitation at time of contracting.

The supplier/contractor agrees to notify the issuing agency of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies. Each participating jurisdiction or agency shall enter into its own contract with the Award Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award Bidder. MCPS assumes no authority, liability, or obligation on behalf of any other public or non-public entity that may use any contract resulting from this bid. MCPS pricing is based on the specifications provided in this solicitation.

S. **BID SECURITY**

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

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

We are prepared to provide, Performance, and Payment Bonds for future MCPS projects provided (name of applicant) makes application to us at the time of the Bid, and we are satisfied with the prevailing underwriting conditions, including but not limited to, acceptable contract terms, job specifications and acceptable bond forms. **Failure to supply as specified may disqualify your bid response.**

2. Bid bonds will be returned upon request to all except the three lowest bidders. After 60 days from the bid opening date, the three lowest bidders can demand return of bid bonds so 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 result of such failure. **Note: Failure to submit the Bid Security with the bid proposal will be considered a non-responsive bid.**

T. **INQUIRIES**

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

Subsequent to the award if the bidder finds any discrepancy or omission and has questions of MCPS's intent, prior to performing work, they shall notify the MCPS Project Coordinator **in writing by email** to resolve and receive clarification with copies to Laly_A_Bowers@mcpsmd.org, Buyer II, and the MCPS Capital Improvement Contracting Supervisor.

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 including bidders currently engaged in business with MCPS.**

| <u>Company Name & Address</u> | <u>Contact Person</u> | <u>Phone Number</u> | <u>Contact Number</u> |
|-----------------------------------|-----------------------|---------------------|-----------------------|
|-----------------------------------|-----------------------|---------------------|-----------------------|

1. _____

Email _____

2. _____

Email _____

3. _____

Email _____

V. AWARD CRITERIA

1. Conformance to specifications and completeness of bid submission
2. Ability to perform
3. Price
4. Past performance

W. SPECIAL CONDITIONS

1. Audit Provisions – MCPS shall have the right to examine the successful bidder records pertaining to work performed under the contract to determine and verify their compliance with all contractual conditions. MCPS shall be granted access to such records at all reasonable times during the contract period and for three years thereafter.
2. Contingent Fee – The successful bidder 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 Supervisor. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the contract performance.

II. CONTRACT ADMINISTRATION

A. PRE-CONSTRUCTION MEETING

1. MCPS reserves the right to convene a meeting with the apparent low bidder prior to awarding a contract. The purpose of this meeting is to afford all parties an opportunity to discuss any aspects of the project and contract execution, which may be of concern for the successful and timely completion of the project.
2. Documents required elsewhere in this specification, such as service and warranty agreements, shall be provided at this meeting to the MCPS Division of Design & Construction.
3. Issues raised during this meeting which cannot be resolved to MCPS satisfaction, will be cause to reject the apparent low bid and to consider the next lowest bidder as the successful 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. The successful bidder(s) shall deliver to MCPS Performance and Payment Bonds **within five working days after receiving notification of award for individual projects with a contract value of \$100,000.00 or more. This cost shall be included in the proposal.**
3. The cost of the bond(s) shall be included in all proposal exceeding \$100,000.00 or more by the contractor. **Note: Failure to supply the Contract Securities as specified will be considered a contract violation and shall be grounds for contract cancellation.**

C. POST BID SUBMISSIONS

1. In addition to licenses required with the bid response, the apparent low bidder may be required to supply **within 48 hours** after MCPS requests, applicable business and Contractor's licenses, master licenses for trades appropriate for work to be performed, and/or company financial statements, etc., as required to allow MCPS time for Contractor evaluation. **Failure to supply a copy as specified will disqualify your bid proposal.**
2. Sub-Contractors
 - a. The successful bidder shall supply a complete list of all Sub-Contractors and the cost of their work for evaluation by MCPS. This list must be submitted within two working days after MCPS makes the request. **Failure to do so will be grounds for termination of your bid.** The Contractor shall be responsible for assuring that all proposed Sub-Contractors are in good standing with MCPS.
 - b. MCPS shall notify the Contractor **in writing** if, after due investigation, there is reasonable objection to any of the proposed Sub-Contractors. Failure of MCPS to make objection to any proposed Sub-Contractor shall constitute notice of no objection. Each Sub-Contractor may be required to furnish to MCPS, proof of their financial stability and experience to perform the particular work for which they will be engaged. All contractual agreements between the Contractor and their Sub-Contractors shall be written, unamended, on the Standard Form of Agreement between Contractor and Sub-Contractor, AIA Document A401 (most recent Edition). Upon request the Contractor shall supply copies of this contract to MCPS **within five working days.**
 - c. MCPS acceptance of Sub-Contractors in no way relieves the Contractor from being responsible for the total and complete performance of the work for the project: i.e., failure of the Sub-Contractors to satisfactorily perform the work in timely fashion 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 bidder(s) 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, a new MBE goal may be established based on the scope and size of the work. The bidder(s) may be required to solicit MBE participation, which will include providing revised Certified MBE Utilization and Fair Solicitation Affidavit (Attachment A) and the MBE Participation Schedule (Attachment B) along with other required MBE forms that may be applicable. Bidders are always strongly encouraged to make a good faith effort to solicit Certified Minority Business participation to provide materials,

supplies, equipment, and/or service whenever possible at any time prior to bidding and throughout the course of the project(s).

- c) Refer to the document MINORITY BUSINESS ENTERPRISE PROCEDURES, September 22, 2008, included with this bid solicitation package under **APPENDIX A**.
- d) MBE pages D1 through D10 of Attachment D, the MBE Procedure located herein under **APPENDIX A**, **must be completed and submitted with the bid proposal** identifying the bidder's specific commitment of certified minority business **even when the MBE goal is 0%**. *Failure to supply as specified may disqualify your bid proposal.*
- e) MCPS expect all bidders to make a good faith effort to meet or exceed the established MBE goal for this invitation to Bid. MCPS will NOT grant MBE waivers without sufficient support documentation that clearly substantiates that the bidder has made a sincere good faith effort to meet the MBE requirement. There will be an extensive effort required on the part of the bidder to ensure compliance with the MBE procedures to rationalize a review of an MCPS waiver request.
- f) Contact the MCPS MBE Liaison at 240-740-7700; regarding any other MBE procedure questions. Current listing of the MBE certified Contractors can be obtained http://mbemdot.sttae.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 working days after an award of contract.

b. Additional Insurance

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

c. Policy Cancellation/Certificate Holder

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

5. Invoicing

- a. Bidder shall submit invoices, preferred electronically to Project Coordinator in the Division of Design and Construction. Preferred method is electronically via email or regular mail to Montgomery County Public Schools, **45 West Gude Drive, Suite 4300, Rockville, Maryland 20850** for payment approval. **All invoices shall similar to AIA Documents G 702 & G703 and identify pertinent information such as purchase order number, facility/building name where work was performed.** The MCPS Project Coordinator shall submit invoices and receiving reports to the Division of Controller to process payments.
- b. A complete State of Maryland, CERTIFIED MINORITY BUSINESS ENTERPRISE PARTICIPATION STANDARD MONTHLY CONTRACTOR'S REQUISITION FOR PAYMENT form 306.4 **must** accompany all invoices, involving state funding (See **APPENDIX A, Attachment G herein**) No invoices will be processed for payment without this form being submitted. **INVOICES THAT DO NOT HAVE PAYMENTS TO MBE SUB-CONTRACTORS ARE STILL REQUIRED TO HAVE THIS FORM ATTACHED AND IDENTIFY NO MBE PAYMENTS BY PLACING A ZERO ON THIS FORM.**
- c. **MCPS is not obligated to make partial payments.** However, partial payments may be considered based upon the Contractor's justification of expenditures and satisfactory work performed up to 75% of the total contract cost. The remaining balance will be paid upon MCPS acceptance of the project as being 100% complete and in compliance with specifications. MCPS will refrain from making any partial payments if, in MCPS' opinion, the project falls behind schedule. MCPS may resume making partial payments once all delays have been overcome and the project is back on schedule. Final payment shall be made after the project is complete in all detail as specified and accepted by MCPS Project Coordinator.
- d. Partial payment invoices shall be accompanied by a schedule of values allocated to various portions of the work (similar to AIA Document's G702-G703). This schedule, unless objected to by the MCPS Project Coordinator, shall be used as a basis for reviewing the Contractor's application for partial payment.

6. Permits & Inspection

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

C. STATE FUNDED PROJECT COMPLIANCE REQUIREMENTS

1. The Contractor shall complete and submit to MCPS, **"CONTRACTOR'S CERTIFICATION OF RECEIPT OF PAYMENT"**, included with this bid solicitation package under **APPENDIX B**. This form shall be completed after the Contractor has received payments from MCPS exceeding the amount of the State funding. At the time of the contract award, the Contractor shall be informed of the actual dollar amount being funded by the State for the project. Once the Contractor has received payment from MCPS

exceeding this amount, the Contractor shall have **ten days** in which to submit **CONTRACTOR'S CERTIFICATION OF RECEIPT OF PAYMENT** to MCPS. No further payments will be made to the Contractor until this form has been submitted.

2. **THE CONSTRUCTION SIGN SHOULD BE ERECTED FOR ALL STATE OF MARYLAND SCHOOL FUNDED CONSTRUCTION PROGRAM PROJECTS THAT EXCEED \$100,000.** The Contractor shall supply and install a sign at the work location as specified on the drawing under **APPENDIX D** at the project site. The Contractor has the option of making a specified sign or obtaining the sign from Maryland Correctional Enterprises (MCE) Sign Platt #11, C/O Patuxent Institution, Attention Christian Mayne, Plant Manager, 7555 Waterloo Road, Jessup, Maryland, 20794, phone 410-799-5102 or email christianee.mayne@maryland.gov, website www.mce.md.gov. The current price form 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.

D. MARYLAND BUY AMERICAN STEEL ACT

Steel purchase under this bid must be in compliance with the “Maryland buy American Steel Act” Section 17-301 to 17-306 of the State Finance and Procurement Article of the American Code of Maryland. This applies to steel purchases that are more combined or a single purchase that are composed of at least 10,000 pounds of steel products. More detailed information can be found at: <https://dgs.maryland.gov/Documents/ofp/GeneralConditionsforConstruction2018.pdf> is the bidder’s responsibility to be in compliance as required if purchasing steel in excess of 10,000 pounds.

E. SALES TAX

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

F. PERFORMANCE

1. The Contractor shall have on the job site at least one person fluent in English.
2. **The Contractor must provide to the MCPS Project Coordinator cellular telephone numbers and email addresses of project managers to allow for day-to-day direct communications.**
3. Work is to be completed in a timely workmanlike manner; fumes, odors, materials, and work procedures will be controlled to protect occupants and property from harm and damage. Contractors shall protect all existing floors, including floor where material is stored or being transported with **Ram Board 60 mill** (nominal) or MCPS approved equal.

4. The Contractor shall furnish the services of an experienced supervisor, who shall be in charge of the work and provide direction to the crew at all times.
5. The Contractors and employees:
 - a. Contractors are required to have all **employees complete the fingerprinting and background check, so they can receive an MCPS Contractors badge.** MCPS contractor's badges shall be worn while on premises. **Contractor's employees/workers without an MCPS contractor badge will be denied entry;** contractors will be required to check in daily at the facility's main office. All contractor employees must wear a badge while on site.
 - b. Use of any form of tobacco products, liquor, and/or illegal drugs is not permitted in MCPS buildings and on grounds.
 - c. Are not to routinely use facility equipment and buildings, i.e., telephone, lounges, toilet rooms, parking lots, etc. The MCPS Project Coordinator will designate such facilities authorized for Contractor use.
6. All work shall be scheduled to the mutual satisfaction of the School Administration and the MCPS Project Coordinator to avoid conflicts with 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 during the installations. **Contractors shall secure all openings, at the end of the work day, during projects.**
8. Work area shall be kept safe at all times; the area shall be left clean and ready for use at the end of each work day. The contractor must sweep floors and remove all debris generated from the premises daily, adhering to **Montgomery County Executive Regulation No.1-15AM-Residential and Commercial Recycling, COMCOR 48.00.03 Solid Waste and Recycling.** The contractor shall track all recyclable materials such as metal, cardboard, commingle, yard waste, concrete, asphalt and others. The contractor shall provide a monthly report to MCPS recycling manager, Mr. John Meyer via email John_MeyerIII@mcpsmd.org that includes weight, dates and the facility to which each of the material was taken to be recycled.
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 (MOSHA) and the Occupational Safety and Health Administration (OSHA) Hazard Communication Standards must be followed.
10. Contractor shall restore, patch and repaint areas that components were removed from existing structure to match exist finish.
11. 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.

12. **Failure to perform in accordance with MCPS specifications and industry standards may result in the Contractor being removed from the approved bidders list to participate in future Invitation to Bid for a period of two years.**

G. CHANGES IN THE WORK

1. Should alterations or changes be necessary at any time during the progress of the work or to add to or delete work, MCPS shall have the undisputed right to make such changes, additions, omissions, or alterations by written order. **An MCPS CHANGE ORDER FORM** under **APPENDIX F** must be completed and signed by both MCPS and contractor's authorized representative as identified on the form. All Change Order Forms, Proposals and other supporting documentation relating to additional work must be supplied to the MCPS Project Coordinator within one week from the time the Change Order need is identified. No cost changes to contract will be paid without a complete Change Order Form signed by both parties. Approved Change Orders do not automatically revise completion dates. It is the Contractor's responsibility to provide a written request for extension, with an explanation of justification as they deem necessary. Using project Change Orders as rationale for not completing on time will not be accepted without an MCPS approved extension. If work is performed without MCPS authorization and/or written Change Order, the Contractor will be subject to reversing said work, or work and/or materials shall remain at no cost to MCPS. This shall be solely at MCPS discretion.
2. The allowable, all inclusive, mark-up for combined overhead, bonds, fringe benefits, union fees, equipment, tools and profit for work performed by the prime Contractor shall be based on the monetary value of the work not to exceed the following rates:

| <u>Value of Work</u> | <u>Combined Overhead & Profit</u> |
|----------------------|---------------------------------------|
| \$0 - \$1,000 | 20% |
| \$1,001 - \$4,999 | 18% |
| \$5,000 - \$9,999 | 16% |
| \$10,000 - \$24,999 | 14% |
| | 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 cost for labor, materials, overhead, and profit.

3. The Contractor shall furnish supporting documentation with all Change Order Request, 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 cost, man-hours, rates, supervision, overhead, and profit, shall be applied equally to all credits.
4. Change Orders – If there is a need for change orders, the MCPS authorized representative shall submit all documentation to the Director of the Division of Procurement or his/her

designee for review and approval. Once approved a purchase order or a revision to the existing purchase order will be issued.

H. LATE CHARGES FOR FAILURE TO COMPLETE ON TIME

1. MCPS shall retain \$500.00 per each calendar day of delay beyond the completion date stipulated on each accepted proposal, for the first five days. MCPS shall retain \$1,000.00 for each calendar day thereafter. The late charges shall be assessed by MCPS as a result of the late completion. This shall apply if the Contractor fails to meet any specified target date as identified herein unless a written approval for extension has been granted by MCPS.
2. Failure to complete the work within the time specified will entitle MCPS to late charges. These charges will be deducted and retained out of any monies due to the Contractor under this contract for the sum stated in the above paragraph for each calendar day required to complete the work beyond the agreed upon and documented completion date. This includes Saturdays, Sundays, and legal Holidays.
3. If necessary to reach a proper stopping place in any portion of work or to complete work within contract time limit, the Contractor shall work overtime both their workforces and the workforces of their Sub-Contractors without additional cost to the contract price. The Contractor shall be responsible for all incidental costs in connection with such overtime work including, but not limited to, MCPS building service staff overtime required.
4. If work falls behind schedule, as determined by the MCPS Project Coordinator, the Contractor shall provide, at their own expense, additional labor and/or equipment, overtime pay, etc., as required to overcome delays including, but not limited to, MCPS building service staff overtime as required.
5. The MCPS Contract Supervisor will review requests for extension of completion time due to strikes, lack of materials, and/or any other condition, over which the Contractor has no control. Written application for extension shall be made immediately upon occurrence of conditions that, in the opinion of the Contractor requires such an extension, with reason clearly stated and detailed proof for each such delay. The delay of MCPS issuing a purchase order does not automatically alter any completion dates. If in the Contractor's view the delay of 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 Supervisor. No requests for extension due to weather conditions will be considered unless accompanied by documentary evidence supplied by NOAA's National Weather Service showing, by comparison, that such weather suffered is abnormal to any of the past five years as recorded. **No request for extension will be considered by MCPS if received from the Contractor after the previously agreed completion date has passed. Late charges will be automatically deducted.**

I. CONTRACTOR'S OVERTIME PROCEDURE

If the Contractor chooses to work overtime for any reason and secures MCPS approval to do so, the Contractor shall be responsible for any associated costs including MCPS building service staff, etc. Average building service staff overtime rate is \$45.00 per hour depending on the individual working. This rate is estimated and could either be more or less than the quoted overtime rate. All overtime work must be requested **in writing** to the MCPS Project Coordinator, at least 48 hours in advance. This will allow MCPS staff sufficient time to coordinate the required building service staff participation. The Overtime Reimbursement Agreement **under APPENDIX G** must be completed and signed by MCPS and the Contractor before work is to be performed. The request must identify the dates and times the Contractor proposes to work. Without written request and the Overtime Reimbursement Agreement, MCPS will not approve any overtime.

J. MCPS CONTRACT SUPERVISOR/ PROJECT COORDINATOR

1. The Capital Improvement (CIP) Contracting Office Supervisor will represent MCPS in the execution of this contract. No changes in contract conditions or specifications will be made without the CIP Contracting Office Supervisor's approval and authorization by the Director of the Division of Procurement or his designee.
2. After award the an MCPS Project Coordinator will be assigned to handle the day-to day operation and installation coordination. Scheduling work on site after an award of contract must be made through the MCPS Project Coordinator.
3. The MCPS Project Coordinator is authorized to:
 - a. Serve as liaison between MCPS and the Contractor;
 - b. Give direction to the Contractor to ensure satisfactory and complete performance;
 - c. Monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;
 - d. Serve as records custodian for this contract;
 - e. Accept or reject the Contractor's performance;
 - f. Furnish timely written notice of the Contractor's performance failure to the MCPS Contracts Office Supervisor, and a copy to the Division of Procurement;
 - g. Prepare required reports;
 - h. Approve or reject invoices for payment and submitted construction schedule;
 - i. Recommend contract modifications or terminations to the MCPS Contract Supervisor, copy to the Division of Procurement;

- j. Issue notices to the Contractor to proceed with the project after receiving signed Change Order as required.
4. The MCPS Project Coordinator is not authorized to make any determination that alter, modify, terminate or cancel the contract, interpret ambiguities in the contract language, procurement or waive MCPS contractual rights.

K. PROJECT CLOSE-OUT

1. Initial Installation Punch-out
 - a. The Contractor shall notify the MCPS Project Coordinator **in writing** that the work is ready for punch-out inspection. Punch-out shall occur sufficiently in advance of the installation **completion date** as specified on each proposal, to afford the Contractor time to rectify punch list corrections. Before calling for a punch-out, all work shall be completed and all areas shall be clear of construction materials and debris.
 - b. During punch-out, the following shall be present:
 - 1) Authorized representatives of MCPS
 - 2) Contractor
 - c. Upon completion of a punch-out, a written punch list will be prepared by the Contractor and submitted to MCPS within five workdays.
2. The Contractor(s) is entitled to one punch-out inspection and one final inspection for each installation. Any additional inspection by MCPS staff due to the Contractor's failure to complete the punch-out items will result in deductions of costs incurred by MCPS for such inspections from the Contractor's final invoice.
3. The Contractor shall provide written warranty statements indicating start and end of warranty dates to be signed by both the Contractor and MCPS.

L. REMOVAL OF EXISTING COMPACTOR

MCPS shall have the option of retrieving any and all parts of equipment that exists and to be removed by the Contractor. The Contractor may be required to deliver used waste compactors to another facility within Montgomery County at no additional cost to MCPS. Existing equipment not retained by MCPS become the Contractor's property and must be removed from MCPS property immediately after disabling.

M. QUALITY ASSURANCE

1. The successful Contractor must be a manufacturer's certified dealer/representative for the brand of equipment offered. **Upon completion of the project the bidder shall schedule an inspection of the installation by a representative of the equipment manufacturer to verify compliance and acceptance of the installation.** This inspection must be documented in writing to MCPS. Final payment will not be made until MCPS receives this documentation.

2. The Contractor(s) shall be a manufacturer's authorized installer/representative for the brand of equipment offered. The Contractor shall provide written documentation of their certification with their bid submittal.
3. The work performed under this bid shall be the responsibility of a single Contractor who shall perform overall project coordination.
4. The successful Contractor(s) shall be regularly engaged in the installation of waste compactors that are similar to those specified herein and have been in business for, and has a minimum of five years' experience. Appropriately licensed trade persons shall perform all trade work. A copy of these licenses must be submitted to the MCPS Project Coordinator prior to performing any work. All Bidders must provide a letter of information showing the number of years' experience in the principle trade of work to be included in their bid submission.

III. DETAILED SPECIFICATIONS

A. INTENT

This specification covers requirements for furnishing, delivery, installation, and initial start-up of new horizontal and vertical waste compactors at various MCPS locations as required. This shall include disconnecting and removal of existing compactors; then installation and connection of new waste compactors to a required electrical disconnect, or receptacle and all other related work. The only approved manufacturer accepted at this time for vertical compactor is **Ver-tech, Inc.**

B. GENERAL DESCRIPTION

1. The waste compactors shall
 - a. Be either a hand fed vertical hydraulically operated compactor of stainless-steel design construction or a horizontal hydraulically operated concentric ram compactor with hardened cast ductile iron shear teeth compacting against a heavily reinforced door with a quick opening latch.
 - b. Produce easy to handle, space saving blocks of compacted refuse of uniform size and density.
 - c. Have automatic signals indicating that the refuse is compacted and the machine is ready for unloading.
 - d. Have an automatic signal light, which indicates that the refuse is compacted and the machine is ready for unloading.
 - e. Depth – Maximum of 30"
 - f. Motor – Minimum 1HP
 - g. Electric Power – 115/208 V AC

- h. Reduction Ratio – Up to 25:1
 - i. Cycle Time – Minimum of 21 Seconds
 - j. Cylinder Size – Minimum 3”
 - k. Ram Pressure – Maximum of 16,964 lbs.
2. Vertical Compactor – Ver-Tech Model #450SS
- a. Height – Maximum of 78”.
 - b. Width – Maximum of 29”.
 - c. Depth – Maximum of 30”
 - d. Motor – Minimum 1HP
 - e. Electric Power – 115/208 V AC
 - f. Reduction Ratio – Up to 25:1
 - g. Cycle Time – Minimum of 21 Seconds
 - h. Cylinder Size – Minimum 3”
 - i. Ram Pressure – Maximum of 16,964 lbs.
3. Horizontal Compactor- Model 10T – International Dynamics Corporation or MCPS approved equal
- a. Height – 4’-3”
 - b. Length – 7’-6”
 - c. Motor – 5 HP
 - d. Electric Power – Three phase, four wire, 60 Hz, 200-208 Volt, 5 HP, 15 amps, 1725-rpm motor. A motor starter and an 115V combination and logic box will be provided.
 - e. Cycle Time – 26 Seconds
 - f. Cylinder Size – 3” bore, 1-3/4” rod
 - g. Compaction force – 20,000 lbs. The compaction body and compaction chamber shall be tubular in shape and form one continuous integral body of structural 3/8” steel plate and have a variable compaction ratio.
 - h. The ram shall be constructed of 1/4” plate with a compaction face of 3/4” plate.

- i. The hydraulic power pack will be mounted on the body of the unit. The hydraulic power pack shall be a prepackaged, completely connected 3000-psi system operating under an average pressure of 1000-psi.
- j. The finish will be blue industrial grade enamel.
- k. MCPS Modification Requirements:
 - 1) Relocate front door hinge from bottom to side.
 - 2) Upgrade door hinge bushings.
 - 3) All hinges to be stainless steel.
 - 4) Move rear inlet plate of machine forward to eliminate stoppage caused by the ram not fully retracting under rear inlet place.
 - 5) Modify hopper to utilize plastic hopper door.
 - 6) Eliminate gas strut on hopper door.
 - 7) Install drain in bottom of unit.

4. Vertical Compactor – Model #700SS

- a. Height – 78 in (198 cm)
- b. Width – 41 in (104 cm)
- c. Depth – 30 in (77 cm)
- d. Ratio up to 25:1
- e. Motor 1 ½ HP
- f. Ram Pressure 30.158 Lbs. Max. (13,680 kg)
- g. Cycle Time – 25 seconds
- h. Cylinder Size - 4 inches
- i. Electric 115/230 Volts

C. INSTALLATION

1. The Contractor shall make all necessary electrical connections. The Contractor shall make all electrical connections to the required circuit disconnect, or receptacle. **All work shall be performed and/or monitored by bona fide licensed trade person, i.e., electrician, plumber, etc.**
2. The Contractor shall provide the following to the MCPS Project Coordinator for each unit provided:
 - a. Operator's Manual
 - b. Repair Parts Catalog
 - c. Wiring Diagram of Schematics

D. TRAINING

The Contractor shall supply and include in the bid submission, the cost for a maximum of four hours technical repair training for MCPS technicians, including all training materials, i.e., manuals, tools, etc. A factory-trained technician shall perform this training at a MCPS designated facility.

E. PARTS

1. Parts for the waste compactors supplied must be readily available. State nearest source for parts on the quotation page in the space provided.
2. The successful Contractor shall be required to furnish one set of the most current parts catalog and price sheet for all units specified.

APPENDIX A

SEE NEW MBE DOCUMENTS ATTACHED

APPENDIX B

IAC/PSCP FORM 306.2a

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

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

LEA:

PROJECT TITLE: _____

PSC NO:

I hereby certify that payment in the amount of \$ _____, check number _____ dated
_____ has been received from _____ Public Schools and deposited
to _____ bank) on _____ (date) for capital
improvements made to _____ school/project),

Name of Contractor Firm

Authorized Signature

Date

NOTARIZATION

County _____ to wit:

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

As witness my hand and official seal:

NOTARY PUBLIC

APPENDIX C

STATE PROJECT IDENTIFICATION SIGN

AND INSTRUCTIONS

(2 Pages)



Wes Moore, Governor
Aruna Miller, Lt. Governor

Building Bright Futures in Maryland

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

(Name of Project)
at the
(Name of School)

Public School Construction Program

Architect: (Name of Architect)

Contractor: (Name of Contractor)

The Maryland General Assembly

Adrienne A. Jones, Speaker of the House

Bill Ferguson, President of the Senate

Board of Public Works

Wes Moore, Governor

Brooke Lierman, Comptroller

Dereck E. Davis, Treasurer

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

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

Options to be selected and inserted:

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

APPENDIX D

MCPS EMERGENCY/CRISIS PROCEDURES SHELTER/LOCKDOWN

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

Lockdown

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

Persons authorized to call a Lockdown

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

Lockdown Alert – Staff Guidance

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

Evacuate

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

Fire Evacuation

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

Directed Evacuation

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

Shelter

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

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

Persons authorized to call a Shelter alert

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

Public Safety Shelter Alert- Staff Guidance

When the administrator announces a Public Safety Shelter alert:

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

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

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

Outside Hazardous Material Release Shelter

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

Outside Hazardous Material Release Alert Staff Guidance

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

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

Parent/Child Reunification

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

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

Firearms

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

Bomb Threat Assessment

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

Bomb Threats Call Trace

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

Bomb Threat Sweep/Scan

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

Hazardous Material Spills

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

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

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

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

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

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

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

APPENDIX E

ASBESTOS FREE MATERIAL VERIFICATION FORM

PRODUCT TYPE: _____

MANUFACTURER: _____

MODEL NUMBER TESTED: _____

SUPPLIER: _____

LOT/PRODUCTION NUMBER TESTED: _____

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

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

The Contractor or the manufacturer can have the laboratory testing performed. The cost for testing shall be included in the bid prices offered.

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

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

Contractor

Contractor Representative

Invitation to Bid #

Date

APPENDIX F

Montgomery County Public Schools

CHANGE ORDER FORM # _____

Facility: _____ Projects Name: _____

Contractor: _____ Date: _____

Change to original scope of work Additional work

General description of work to be performed:

| | |
|--|--------------------------|
| | |
| | |
| | |
| | |
| | |
| | |
| Attach detailed proposal with change order | FOR THE TOTAL SUM OF: \$ |

Changes to the Contract:

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

Completion Date: _____ Work Order #: _____

Notice: Acceptance of this change order does not alter the contract completion date. If this change order has any effect on the contract completion date, additional documentation shall be submitted to MCPS as specified. **A revised purchase order issued by the Division of Procurement will constitute an approval of the change order.**

(Authorized Contractor Representative) Title _____ (Date) _____

(MCPS Representative Request) Title _____ (Date) _____

(MCPS Contracts Supervisor Review) Title _____ (Date) _____

(MCPS Division of Procurement Approval) Title _____ (Date) _____

APPENDIX G

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

OVERTIME REIMBURSEMENT AGREEMENT

Facility: _____

Contractor: _____

Description of work to be performed: _____

Date: _____ **Hours Required:** _____

Date: _____ **Hours Required:** _____

Date: _____ **Hours Required:** _____

Date: _____ **Hours Required:** _____

Date: _____ **Hours Required:** _____

Date: _____ **Hours Required:** _____

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

(MCPS Representative Approval)

(Date)

(Authorized Contractor Representative Acceptance)

(Date)

(MCPS Contract Supervisor Approval)

(Date)

APPENDIX H

QUOTATION FORM

COMPANY NAME: _____

Bidder shall only supply one manufacture and price per line item. Bidder shall supply all required information for each line item. Bidder must provide a price for each line item. **DO NOT ALTER THE QUOTATION FORM IN ANYWAY!** Prices offered shall be all inclusive, including the removal and disposal of existing waste compactor equipment and all materials and labor cost as required. **Failure to comply with the above shall be considered non-responsive and disqualify your bid. Prices below shall include all materials, labor and installation costs. No additional costs will be accepted.**

| ITEM # | DESCRIPTION | ESTIMATED ANNUAL QUANTITIES | UNIT COST | TOTAL COST |
|---------------|--|------------------------------------|------------------|-------------------|
| 1 | Removal and disposal of existing compactor, supply and install new waste compactor Only Ver-Tech #450SS will be considered at this time | 3 | \$ | \$ |
| 2 | Removal and disposal of existing compactor, supply and install new waste compactor BRAND & MODEL: IDC Model 10T | 2 | \$ | \$ |
| 3 | Removal and disposal of existing compactor supply and install new waste compactor, only Ver-Tech 700SS will be considered at this time. <u>Contractor shall provide 100 bags with each new installation</u> | 2 | \$ | \$ |
| 4 | TOTAL BID COST | N/A | \$ | \$ |

QUOTATION FORM – CONTINUED (Page 2 of 4)

COMPANY NAME: _____

Bidder shall supply the nearest distributor who stocks manufacture parts for Ver-Tech, Inc., units specified:

Company Name: _____

Address: _____

Telephone #: _____ **Fax #:** _____

Bidder shall supply the nearest distributor who stocks manufacture parts for International Dynetics Corp. or equal equipment offered:

Company Name: _____

Address: _____

Telephone #: _____ **Fax #:** _____

QUOTATION FORM – CONTINUED (Page 3 of 4)

COMPANY NAME: _____

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

YES _____ NO _____

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

YES _____ NO _____

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

YES _____ NO _____

- **IS A COPY OF THE MARYLAND CONSTRUCTION BUSINESS LICENSE SUPPLIED WITH BID SUBMISSION?**

YES _____ NO _____

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

YES _____ NO _____

- **HAS BIDDER READ THE BIDDING DOCUMENT IN DETAIL AND HAS FULL KNOWLEDGE OF THE SCOPE OF WORK INVOLVED, PRIOR TO SUBMITTING THEIR BID?**

YES _____ NO _____

QUOTATION FORM – CONTINUED (Page 4 of 4)

COMPANY NAME: _____

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

YES _____ NO _____

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

YES _____ NO _____

CHECK OFF LIST FOR MANDATORY BID SUBMITTAL

Mandatory Submittals Check List:

- _____ **Non-Debarment Acknowledgement**
- _____ **Signed Invitation for Bid**
- _____ **Quotation Form (Pages 1-4)**
- _____ **Addenda or Errata (If any, contractor is responsible to confirm!)**
- _____ **MBE Attachment A and B**
- _____ **State of Maryland Construction Business License**
- _____ **Statement /Letter of Experience and Certification from Manufacturer**
- _____ **Surety Letter**
- _____ **References**