

Department of Materials Management  
Procurement Unit  
**MONTGOMERY COUNTY PUBLIC SCHOOLS**  
Rockville, Maryland

**Invitation For Bid #9215.2**  
**Athletic Field Maintenance – Artificial Turf at Various Locations**

**GENERAL CONDITIONS AND SPECIFICATIONS**

**GENERAL CONDITIONS**

**1. Scope General**

The work includes providing all labor, materials, and services necessary to provide optimum installation, maintenance and repair services to Montgomery County Public Schools (MCPS) artificial turf athletic fields.

**2. Intent**

The intent of this Invitation For Bid is to prequalify contractor(s) to perform artificial turf maintenance and repairs on MCPS athletic fields. This is not a request to bid on specific work at this time or a request to provide a bid for all athletic fields. Responses to this solicitation will be used to evaluate and prequalify multiple contractors who meet the necessary qualifications to perform the work identified under this contract.

Bidders shall provide their company's capabilities, experiences, resumes and references to illustrate bidder's ability to perform the necessary services for artificial turf maintenance and repair. This information is required to evaluate and approve contractors to perform field maintenance services on MCPS athletic fields. MCPS shall not be responsible for any omission of data. Contractors must have a minimum of five years of experience in size and scope of performing the services required.

**Bid prices offered shall be all-inclusive including, but not limited to labor and miscellaneous materials to satisfy all specification requirements. All cost 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 bidder shall furnish and install any additional items required by the same, whether or not particularly specified. Any items or requirements noted herein in excess of these specifications and permitted shall take preference. Any items or requirements noted herein in excess of code requirements and permitted under the code will take precedence.

### 3. Background

MCPS has 25 high schools with a mix of grass and artificial turf fields. At this time there are three crumb rubber infill fields, five zeolite infill fields, and two schools are scheduled to have fields installed in the future with organic infill material. Events held on these fields include football, soccer, lacrosse, and field hockey contests, along with physical education classes and community use. In addition to the high school fields Julius West Middle School has two artificial turf fields with zeolite infill.

Bidders shall provide their company's capabilities, experiences, resumes and references to illustrate bidder's ability to perform the necessary services for artificial turf maintenance and repair. This information is required to evaluate and approve contractors to perform field maintenance services on MCPS athletic fields. MCPS shall not be responsible for any omission of data. **Contractors must have a minimum of five years of experience with contracts similar in size and scope of performing the services required.**

Once a contractor is prequalified by MCPS to perform artificial turf field maintenance and repair work, the contractor will be eligible to submit detailed written proposals for services including pricing to the Director of Systemwide Athletics and Director of Construction. 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 performed.

The contractor shall sign-in with school personnel prior to starting any maintenance or field repair work and adhere to all MCPS Guidelines and Regulations Policies.

All work performed must satisfy any and all laws, codes, regulations, etc. that are applicable. The contractor shall follow all applicable safety and health regulations. After inspection, the contractor shall report to MCPS Directors of Systemwide Athletics and Construction, any conditions that might prevent them from performing their work in the manner intended

### 4. Scope of Work

Once a contractor is prequalified by MCPS to perform artificial turf field maintenance and repair work, the contractor will be eligible to submit detailed written proposals for services including pricing to the Director of Systemwide Athletics and Director of Construction. 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 performed.

The contractor shall sign-in with school personnel prior to starting any maintenance or field repair work and adhere to all MCPS Guidelines and Regulations Policies.

All work performed must satisfy any and all laws, codes, regulations, etc. that are applicable. The contractor shall follow all applicable safety and health regulations. After inspection, the contractor shall report to MCPS Directors of Systemwide Athletics and Construction, any conditions that might prevent them from performing their work in the manner intended.

5. **Award**

This solicitation does not commit MCPS to award any contract or to pay any costs incurred in the preparation of a response. It is the intention to award this contract to the bidder submitting the most favorable offer with consideration being given to any previous performance for the Board of Education as to quality of service, acceptable merchandise, and with regard to the bidder’s ability to perform should it be awarded the contract. However, the Board of Education reserves the right to make awards according to the best interest of the Board of Education of Montgomery County, Maryland. Awards are contingent upon availability of funds. In addition, the Board reserves the right to remove or add additional items to the specifications as our requirements change, as well as, add suppliers throughout the contract term should a need arise that cannot be facilitated by an awarded supplier.

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

6. **Contract Term**

The term of contract shall be for one year as stipulated on the Invitation For Bid. However, the contract may not begin until one day after approval by the Board of Education and will conclude as stated under the contract term. MCPS reserves the right to extend this contract at existing prices, terms and conditions for up to four additional one-year terms. Written notice indicating MCPS’ intention to pursue the extension of the contract will be issued to the successful bidder(s) 90 days prior to the expiration of the original contract. The bidder(s) shall have ten days from the 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 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.

7. **References**

Bidders are required to provide three references. The references shall have company name, contact person, address and phone number of three current customers for which a contract for similar size and products has been provided. If the reference information is not accurate and MCPS cannot contact the person(s) named, the bid may not be considered

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

**8. Warranty**

1. All workmanship and materials shall be guaranteed for two years. The warranty shall begin once the MCPS Project coordinator has signed and approved the contractor's final invoice for payment. Final payment will be made once the installation is complete and accepted by MCPS for each proposal.
2. Warranty shall provide for the 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 MCPS authorized staff member will file any warranty claims to the contractor.

**9. Materials**

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

**10. 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.

**11. Submission of Bids**

One original and one copy as well as one redacted copy of responses must be sent by mail, courier or hand-delivery. Each bidder must submit a proprietary and confidential redacted copy of its proposal to be used in responding to Maryland Public Information Act (MPIA) requests.

**1. Quotation Form**

Quotations are to be entered on the Item Specifications Form supplied herein, Faxed/emailed responses are not acceptable. **SEALED BIDS ONLY.**

This solicitation shall be valid for acceptance during a period of no less than 90 days from the date of opening. Once the contract is approved, terms and conditions of the solicitation shall prevail throughout the contract period.

## 2. 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 <https://www.montgomeryschoolsmd.org/calendar/mcpsbids.aspx> or contact the Procurement Unit at phone 301-279-3123 or email [Anissa\\_B\\_Black@mcpsmd.org](mailto:Anissa_B_Black@mcpsmd.org) to confirm that they have all addenda/errata. Failure to acknowledge errata/addenda on the form may result in a bid being deemed non-responsive and consequently rejected.

## 3. State of Maryland License (To Be Submitted With Bid)

- a. General Requirements: The Contractor shall possess a current **“State of Maryland” Business License**.
- b. 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.
- c. 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](http://www.DLLR.state.md.us) or call 410-230-6309.

## 4. Statement of Experience (To Be Submitted With Bid)

The contractor shall provide statement of experience with bid proposal. See “Contract Administration Section; J Quality Assurance” for more information. Failure to provide required documentation may disqualify bid proposal.

## 5. Minority Business Enterprise in Public Schools

Certified Minority Business Enterprises are highly encouraged to respond to this solicitation.

## 12. Site Inspection

The successful contractor shall inspect the work sites, take measurements and develop proposals based drawings and scope provided by project manager utilizing awarded unit prices. Successful bidder(s) maybe ask to submit additional drawings 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 the 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. The contractor shall report to the MCPS Project Coordinator any conditions that might prevent them from performing their work. **Failure to do so will not relieve the successful contractor of the obligation to furnish all material and labor necessary to fully carry out the provisions of the contract document.**

**13. Schedule**

1. **Completion dates shall be identified on each contractor's proposal.** A purchase order issued and signed by the Supervisor of the Procurement Unit for each project 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. Proposals shall be submitted within five workdays after the 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, 6:00 A.M. through 7:00 P.M.** (MCPS building service personnel are normally on site during these hours).
3. 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.

**14. Quantities**

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

**15. Invoices**

Payment depends on receipt of a proper invoice and satisfactory contract performance. All invoices are to be transmitted to the Division of Controller, 45 West Gude Dr, Suite 3200, Rockville, MD 20850. Every invoice must include name and address of contractor, taxpayer identification number, purchase order number and invoice number. Price quoted shall not include federal excise or state sales taxes. Exemption certificates will be furnished upon request. See Article XIII.

Contractor inquiries concerning payments shall be made to [accountspayable@mcpsmd.org](mailto:accountspayable@mcpsmd.org)

**16. Provision for Price Adjustments**

Hourly 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 Consumers Index, published by the U.S. Department of Labor, Bureau of Labor Statistics, for the Washington, D.C., Metropolitan Area and shall not exceed 75% of the percentage change of January 1 CPI's rounded

to the nearest tenth of a percentage. MCPS reserves the right to accept or reject the request as may be determined to be in the best interest of MCPS. If a price increase is accepted a Contract Amendment will be issued. Any orders received prior to a request for a price increase shall be honored at the original contract price.

**17. eMARYLAND MARKETPLACE ADVANTAGE REGISTRATION**

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

**18. 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 A**, for the contractor's information are the MCPS Emergency/Crisis Procedures, Shelter/Lockdown. It is the contractor's responsibility to familiarize themselves and their representative(s) regarding the Shelter/Lockdown Procedures. These procedures are subject to change due to new federal 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 openings as required for the type of work being performed.

**19. 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, Procurement Unit, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850.
2. The 60 workday, evaluation process is not intended for small system components where the term "or MCPS equal" is used herein. These items of a lesser dollar value such as electrical/plumbing components, switches, adhesions sealers etc. can quickly be evaluated by MCPS to determine if they are equal to the proto-types 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.

**20. Descriptive Literature**

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

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

**21. Deviations**

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

**22. 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 Contracting Officer. Pending final decision of a dispute hereunder, the contractor shall proceed diligently with the contract performance.



**23. Multi-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. A negative reply will not adversely affect consideration of your bid/proposal.

**24. Inquiries**

Inquiries regarding this solicitation shall be submitted in writing, to Anissa Black, Buyer, Montgomery County Public Schools, 45 West Gude Drive, Room 3100, Rockville, Maryland 20850, fax number 301-279-3173 by email [Anissa B Black@mcpsmd.org](mailto:Anissa_B_Black@mcpsmd.org) or [Procurement@mcpsmd.org](mailto:Procurement@mcpsmd.org) . Questions must be received, in writing, no later than four business days prior to bid opening in order for the supplier to receive a reply prior to submitting its bid. The Board of Education will not be responsible for any oral or telephone explanation or interpretation. Supplier contact with any other MCPS employee regarding this solicitation until the contract is awarded by the Board of Education will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its bid. The MCPS Procurement website address is <http://www.montgomeryschoolsmd.org/departments/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 buyer **in writing** via fax or email to resolve and receive clarification.

## 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 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 warranty agreements, shall be provided at this meeting to the MCPS Contract Officer.
3. Issues raised during this meeting which cannot be resolved to the MCPS satisfaction will be cause to reject the apparent low bid and to consider the next lowest bidder as the successful offeror.

### B. Post Award Submissions

1. The apparent low bidder may be required to supply **within 48 hours** after MCPS requests, applicable business and contractors licenses technician certification from manufacturer, master licenses for trades appropriate for work to be performed, and/or company financial statements, etc., as required to allow MCPS contractor evaluation. **Failure to supply a copy as specified may 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 successful bidder 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 apparent low bidder shall supply a complete list of all sub-Contractors and the cost of their work for evaluation by MCPS. This list must be submitted within two workdays after MCPS makes the request. Failure to do so will be grounds for termination of your bid. The Contractor shall be responsible for assuring that all proposed sub-contractors are in good standing with MCPS, and have been in business for a minimum of five years and have experience performing the type of work they will be performing under this contractor 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, 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 a timely fashion is the contractor's responsibility and not that of MCPS.

3. Submit Evidence of Insurance

a) Insurance

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

b) Additional insurance

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

c) Policy Cancellation/Certificate Holder

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

C. Asbestos Free Materials (If applicable)

All contractors that will be using replacement building materials in schools (i.e., ceiling tiles, floor tiles, mastic, glues, sheet flooring, acoustical soundproofing, plaster, wallboard compound, etc) must submit a laboratory analysis report that verifies that these replacement products do not contain asbestos. This report should be submitted at the time of delivery and once a year thereafter, or when there is a change in materials or material supplier. The laboratory must be a member of the National Voluntary Laboratory Accreditation Program (NVLAP). A list of these laboratories can be found at <http://ts.nist.gov/Standards/scopes/programs.htm>.

D. 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.

**E. Performance**

1. The contractor shall have on the job site at least one person fluent in English 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 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.
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) While performing work inside the building, contractor will be required to check in daily at the 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 are not permitted in MCPS buildings and on grounds.
  - c) Are not to routinely use facility equipment and buildings, i.e., telephone, lounges, parking lots, etc. The MCPS Project Coordinator will designate such facilities authorized for contractor use.
6. All work shall be scheduled to the mutual satisfaction of the School Administration and the MCPS Project Coordinator to avoid conflicts with school activities.
7. The building is expected to be occupied by MCPS administrative staff, the contractor shall install thermostats when classrooms are unoccupied by students.
8. Work area must be left clean and ready for use after the installation. The contractor must remove all debris generated by the work from the premises daily adhering to **Montgomery County Solid Waste and Recycling Regulations No. 15-04AM, 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. 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. Damaged lawns shall be Hydro-seeded or re-sodded; damaged shrubs and trees shall be replaced.
12. **Failure to perform in accordance with MCPS specifications, drawings and industry standards may result in the contractor being removed from the approved vendor list to receive future Invitation for Bid for a period of two years.**

**F. Changes in the Work**

1. Should it be desired to make 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 B** 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 a written MCPS approved extension. If work is performed without MCPS authorization and/or written Change Order, the contractor will be subject to reversing said work, or work and/or materials should remain at no cost to MCPS. This shall be solely at MCPS' discretion.
2. The allowable, all inclusive, mark-up for combined overhead, bonds, fringe benefits, union fees, equipment, tools, and profit for work performed by the prime contractor shall be based on the monetary value of the work not to exceed the following rates:

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

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

3. The contractor shall furnish supporting documentation with all Change Order Requests 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.

**G. Late Charges For Failure To Complete On Time**

1. **MCPS shall retain \$250.00 per each calendar day of delay beyond the completion date stipulated on each accepted proposal. 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 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, contractor shall work overtime both their forces and the 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 Service overtime required.
4. If work falls behind schedule, as determined by the MCPS Project Coordinator, the contractor shall provide, at their own expense, additional labor and/or equipment, overtime pay, etc., as required to overcome delays including, but not limited to, MCPS Building Service overtime as required.
5. The MCPS Contract Officer will review requests for extension of completion time due to strikes, lack of materials, and/or any other condition, over which the contractor has no control. Written application for extension shall be made immediately upon occurrence of conditions that, in the opinion of the contractor requires such an extension, with reason clearly stated and detailed proof for each such delay. The delay of MCPS issuing a purchase order does not automatically alter any completion dates. If in the contractor's view the delay of purchase order is having a negative effect on completion of the contract within the dates specified, they must notify MCPS in writing 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 years as record. **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.**

**H. Contractors 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 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 C** 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.

**I. MCPS Project Coordinator**

1. No changes to the contract conditions or specifications will be made without approval from the Procurement Unit.
2. After award the MCPS Project Coordinator will be assign 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 Project Coordinator is authorized to:
  - a) Serve as liaison between MCPS and the contractor;
  - b) Give direction to the contractor to ensure satisfactory and complete performance;
  - c) Monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
  - d) Serve as records custodian for this contract;
  - e) Accept or reject the contractor's performance;
  - f) Furnish timely written notice of the contractor's performance failure to the MCPS CIP Contracting Office Supervisor, and copies 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 the Procurement Unit;
  - j) Issue notices to the contractor to proceed with the project after receiving signed Change Orders as required.

4. The MCPS Project Coordinator is **not** authorized to make determination as opposed to recommendations that alter, modify, terminate or cancel the contract, affect procurement, interpret ambiguities in the contract language, or waive MCPS' contractual rights.

**J. Quality Assurance**

The contractor shall perform all installations that are similar to those specified herein and have been in business for, and has a minimum of five years' experience. **Bidder must provide a letter of information showing the number of years' experience in this field of work to be included in their bid submission**

**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** to afford the contractor time to rectify any punch list corrections. Before calling for a punch-out inspection, all renovation 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.

The contractor 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 Project Coordinator. The starting date shall be the date the final invoice for payment to contractor is signed and approved by the MCPS Project Coordinator.

**L. Contractors' Obligation Regarding Criminal Records of Individuals Assigned to Work in MCPS Facilities**

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



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

Effective July 1, 2015, amendments to §6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system may not knowingly assign 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 Procurement Unit website at <http://www.montgomeryschoolsmd.org/departments/procurement>.

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

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

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

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

**III. DETAILED SPECIFICATIONS**

**SCOPE OF SERVICES**

Contractors shall provide a list and description of services that their company is capable of performing for MCPS artificial turf fields.

The Scope of Services for MCPS Artificial Turf Field Maintenance includes the following:

Note:

1. Contractors are to provide all equipment, tools and materials to conduct the services noted.
2. Work must be completed as not to void artificial turf manufactures warranties.
3. All work to be conducted in strict compliance of the manufactures requirements related to maintenance, upkeep of artificial turf carpet, infill and pad.

Field inventory for services include the following location and type of infill:

School	In fill type	Turf Manufacture	Base Bid		
			GMAX and HIC	Standard Maintenance	Advance Maintenance
Gaithersburg HS	Crumb Rubber	Field Turf	2	6	2
Paint Branch HS	Crumb Rubber	Field Turf	2	6	2
Wootton HS	Crumb Rubber	Field Turf	2	6	2
					2
Bethesda-Chevy Chase HS	Zeofill and Sand	ActGlobal	2	6	2
Einstein HS	Zeofill and Sand	Sprinturf	2	6	2
Richard Montgomery HS	Zeofill and Sand	Sprinturf	2	6	2
Wheaton HS	Zeofill and Sand	ActGlobal	2	6	2
Walt Whitman HS	Zeofill and Sand	ActGlobal	2	6	2
Julius West MS-Field 1	Zeofill and Sand	Sprinturf	2	6	2
Julius West MS-Field 2	Zeofill and Sand	Sprinturf	2	6	2
Seneca Valley HS	BrockFill	ActGlobal	2	6	2
Walter Johnson HS	BrockFill	ActGlobal	2	6	2
Somerset	PFC Cork	Field Turf	1	0	1
Flora Singer ES	PFC Cork	ActGlobal	1	0	1

Contractor to perform the following services at each field:

1. Two annual GMAX and HIC tests to be performed as follows:

- 1 test performed between February 25-March 1 prior to MCPS spring sports season
- 1 test performed between August 1-15 prior to MCPS fall sports season
- Testing will be performed in coordination with the MCPS central Athletics Unit and the athletic director or designated local school representative
- A written test report will be submitted to the central Athletics Unit and the department of facilities management within 5 business days of each test.
- - Report requirements
    - Date, time and weather conditions
    - Field type description
    - Testing at 10 locations in accordance with industry standards
    - Field site plan with locations identified by number of field testing site
    - Photograph of each tested location with corresponding identification of photograph
    - Infill depth at each test location
    - Test result statement
    - Test conclusion statement

2. Standard maintenance visits, which include the following services:

- Standard maintenance will be performed in the following months: April, May, June, September, October and November.
- Comprehensive grooming: brushing, raking and sweeping of artificial turf surface, including a field magnet sweep
- General sweeping to remove foreign objects such as dirt, leaves, bird droppings, gum and other debris that may collect on the field surface
- Deep cleaning, which includes the removal of the top ¼ inch of infill, running through a screened mesh to clean the infill, and return the infill to the playing surface
- Agitation of turf fibers allowing them to stand erect while redistributing and leveling the infill layer
- Comprehensive inspection of all seams, inlaid lines, markings and completion of necessary repairs
- Comprehensive inspection of the edge attachment detail and completion of necessary repairs
- Up to ten (10) minor repairs (including sewing/adhesive failures, inlay separation, and general workmanship) to the surface.
  - Additional repairs may be performed as needed and at an additional cost, if applicable.
- Inspection of turf fibers and infill depth and the addition of infill material as needed, including a comprehensive inspection of high traffic areas
  - Approved infill material to be provided by contractor
- Submission of a comprehensive written maintenance report to the central Athletics Unit and the department of facilities management within 5 business days of each visit

- Date, time and weather conditions
  - Field type description
  - Infill depth testing at 10 locations at critical areas.
    - Pre maintenance infill check
    - Post maintenance infill check
  - Type of equipment utilized
  - Pictures of field pre maintenance
  - Pictures of field post maintenance
  - Pictures of areas of repair
  - Pictures of magnet sweep head at completion
  - Pictures of before and after repairs.
    - Provide scale of repair with a tape measure in the photograph showing at least 12” of extended tape measure.
3. Advanced maintenance visits and inspections, which include the following services:
- Advanced maintenance visits and inspections will be performed in the months of March and August at each field
  - Advanced visits will include all items listed in the standard maintenance scope of services listed above in item 2 and include the following additional items:
    - Comprehensive inspection of all aspects of the field system
    - Deep power grooming, cleaning and de-compaction of the artificial turf surface with appropriate equipment for infill
    - Redistribution of infill with particular attention in high wear areas.
  - Submission of a comprehensive written maintenance report to the central Athletics Unit and the department of facilities management within 5 business days of each advanced maintenance visit and comprehensive inspection

**QUOTATION FORM****COMPANY NAME:** \_\_\_\_\_

The undersigned, having carefully reviewed the Invitation for Bid, Detailed Specifications and project requirements and any addenda thereto, provide the following pricing to properly complete all the work as specified herein for the location listed under the Scope of Services in the amount of:

**TOTAL BASE BID:**

\$ \_\_\_\_\_

\_\_\_\_\_ dollars

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

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

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

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

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

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

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

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

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

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

