

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

February 3, 2020

## INVITATION FOR BID

### 9302.7, On Call Installation of Carpeting, Resilient Flooring and Accessories, Replacements

Bid Opening Time: 2:00PM

Bid Opening Date: February 24, 2020

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

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

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

1. Term of Contract: March 24, 2020 through March 23, 2021
2. Terms of Delivery: Noted on the Purchase Order
3. Delivery Destination: Individual Location, Noted on Purchase Order
4. Bid Security Required: Yes  
**Bid Security must be made payable to Montgomery County Board of Education**
5. Performance Bond Required: Yes
- 6a. Samples Required:  Yes  No
- 6b. Sample Delivery Requirements:
  - Deliver to the Procurement Unit
  - Deliver to Supply and Property Management
  - Deliver to the Food Service Warehouse
  - Other
- 6c. Sample Delivery Time:
  - Prior to bid opening
  - At time of bid opening
  - Subsequent to bid opening

## NOTICE TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

Yes, we accept MasterCard

No, we do not accept MasterCard

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

request ACH registration forms.

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

Facsimile     US Mail     Email     EDI

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

African American     Asian American     Hispanic     Native American  
 Female     Disabled     None

**VIII. NON-DEBARMENT ACKNOWLEDGEMENT**

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

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

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

By (Signature) \_\_\_\_\_

Name and Title \_\_\_\_\_

Witness Name and Title \_\_\_\_\_

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

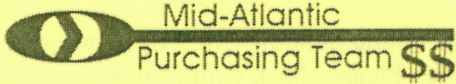
A. The undersigned proposes to furnish and deliver supplies, equipment, or services, in accordance with specifications and stipulations contained herein, and at the prices quoted. This certifies that this bid is made without any previous understanding, agreement or connection with any person, firm, or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

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

By (Signature) \_\_\_\_\_

Name and Title \_\_\_\_\_

Witness Name and Title \_\_\_\_\_



Metropolitan Washington Council of Governments Rider Clause  
Invitation For Bid 9302.7, On Call Installation of Carpeting

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

**Extension to Other Jurisdictions**

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

**Inclusion of Governmental & Nonprofit Participants (Optional Clause)**

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

**Notification and Reporting**

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

**Contract Agreement**

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

**Metropolitan Washington Council of Governments Rider Clause  
Invitation For Bid 9302.7, On Call Installation of Carpeting Cont.**

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

**BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:**

# MONTGOMERY COUNTY PUBLIC SCHOOLS

## Procurement Unit

45 West Gude Drive, Suite 3100

Rockville, MD 20850-9999

### General Stipulations and Instructions To Bidders

#### I. Invitation For Bid

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

#### II. Intent

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

#### III. Right To Cancel Or Reject Bids

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

#### IV. Right To Purchase In The Open Market

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

#### V. Failure To Furnish Item(s)

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

#### VI. Employer Information Report EEO-1

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

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

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

#### VII. Preparation Of Bid

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

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

#### VIII. Discounts

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

##### A. Trade Discounts

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

##### B. Payment Discounts

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

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

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

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

#### **IX. "Or Equal" Interpretation**

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

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

#### **X. Consideration of Prior Service**

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

#### **XI. Delivery**

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

#### **XII. Packing Slips And Delivery Tickets**

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

#### **XIII. Invoices**

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

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

Every invoice must include the following information:

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

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

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

#### **XIV. Bid Security**

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

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

#### **XV. Performance Bonds**

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

#### **XVI. Provision For Municipal Offices**

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

#### **XVII. Product Testing During Time of Contract**

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

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

#### **XVIII. Safety Standards**

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

#### **XIX. General Guaranty**

The contractor agrees to:

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

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

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

## **XX. Indemnity**

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

## **XXI. Insurance**

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

## **XXII. Inspection Of Premises**

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

## **XXIII. Patents**

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

## **XXIV. Samples And Catalog Cuts**

### **A. Requirements and Delivery**

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

### **B. Sample Identification**

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

### **C. Testing or Comparing Samples**

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

### **D. Retention and Removal of Samples**

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

### **E. Sample Quantities**

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

### **F. Descriptive Literature**

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

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

## **XXV. Time of Completion**

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



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

#### **XXVI. Guarantee**

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

#### **XXVII. Signature To Bids**

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

#### **XXVIII. Errors In Bids**

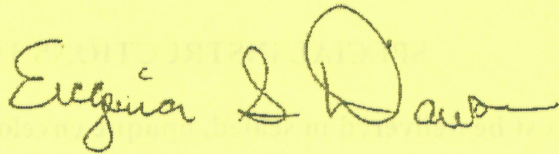
Bidders, or its authorized representatives, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and the bidder cannot secure relief on the plea of error. Neither law nor regulations make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

#### **XXIX. Resolution and Disputes**

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

#### **XXX. Inquiries**

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



Eugenia S. Dawson  
Director, Department of Materials Management

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

**SPECIAL INSTRUCTIONS TO VENDORS FOR MAILING BIDS**

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

**SAMPLE BID RESPONSE ENVELOPE**

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(Return Address)

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**BID ENVELOPE**

**TO BE DELIVERED TO**

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

**BID NO. \_\_\_\_\_  
BID NAME \_\_\_\_\_  
OPENING DATE \_\_\_\_\_  
OPENING TIME \_\_\_\_\_**

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

**Department of Materials Management  
Procurement Unit  
MONTGOMERY COUNTY PUBLIC SCHOOLS  
45 West Gude Drive, Suite 3100  
Rockville, Maryland 20850**

**INVITATION TO BID # 9302.7  
ON CALL INSTALLATION OF CARPETING,  
RESILIENT FLOORING AND ACCESSORIES, REPLACEMENTS**

**GENERAL CONDITIONS AND SPECIFICATIONS**

**I. GENERAL CONDITIONS**

**A. SCOPE**

The work includes removing non-asbestos floor covering, furnishing, delivery and complete installation of commercial carpeting and resilient flooring with related accessories as required to make projects complete in all detail and in compliance with specifications herein and manufacturer's installation recommendations. The successful contractors shall be required to visit various locations throughout Montgomery County Public Schools (MCPS) as requested to take measurements and develop proposals.

**B. INTENT**

1. It is the intent of this bid to secure multiple On-Call Contractors who will provide proposals based on specifications herein and scope provided for various locations as requested by MCPS. Proposals shall include all inclusive costs to fully cover all required materials, equipment and labor for removal, furnishings and installation of material as specified herein. The awarded unit prices will be used for award and for change orders for unforeseen changes during projects.

It is anticipated that most of the work under this contract will be performed during the months of June, July and August. Therefore, the successful bidders must verify to MCPS satisfaction, that they have the ability to perform if awarded a contract. **Successful Contractors will be required to submit the Asbestos Free Verification Form as applicable and required herein. See General Conditions Section M and APPENDIX G.**

2. **Bid prices offered shall be all-inclusive including, but not limited to labor 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 Carpet and Rug Institute (CRI) recommendations, 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 specified. Any items or requirements noted herein in excess of these specifications and permitted shall take preference.

**C. AWARD**

1. This solicitation does not commit MCPS to award any contract or to pay any costs incurred in the preparation of a response. It is the intention to award this contract to the bidders submitting the most favorable unit prices with consideration being given to any previous performance for the Board of Education as to quality of service, acceptable merchandise, and with regard to the bidder's ability to perform should it be awarded the contract. Awards will be made to one successful vendor submitting the lowest aggregate quotation on items of a similar nature. 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.**
2. Wherever the term "provide" is used, it shall mean, "furnish and install in place, complete in all details".

**D. SITE INSPECTION**

The successful contractor(s) shall be required to inspect the work sites, take measurements and develop proposals. The contractor must report to the main office to contact the Building Service Manager prior to inspection. When a proposal has been submitted, it shall be understood that the work site has been inspected and that the contractor is aware of the needs and conditions under which the work is to be accomplished. After inspection, the contractor shall report to the MCPS Project Coordinator any condition which might prevent installation of the work in the manner, intended. **Failure to do so will not relieve the successful contractor of the obligation to furnish all materials and labor necessary to fully carry out the provisions of the contract.**

**E. SCHEDULE**

1. **Completion dates shall be identified on each Contractor's proposal.** A purchase order signed by the director of the Department of Materials Management will be the contractor's authorization to proceed with an approved proposal. All work is to be totally completed on or before the stated completion date identified and accepted on each proposal. This includes, but is not limited to, final inspections by MCPS staff, all cleaning task, punch-out work, etc. 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. The contractor shall take into consideration that school activities will be taking place (summer school, special activities) while work for this contract is being performed; and that no work performed by the Contractor shall disrupt normal school functions. Any

traffic blockages, utility outages, etc., which may be required in the execution of the contractor's work shall be scheduled with the MCPS Project Coordinator and will require the contractor to perform such work at premium labor times. The intent is to perform projects without closing the building during regular weekday hours. The contractor shall anticipate these occurrences in their proposals, and no changes in price or completion date will be made for such occurrences.

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 regards to labor and material availability. The contractor shall inventory materials as they are received from the manufacturer and not wait until work is under way to determine if inventory is sufficient.

4. **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 Services personnel are normally on site during these hours).

5. **Special Work Periods**

Work may be performed on evenings, weekends or holidays with MCPS approval; however, the Contractor shall reimburse MCPS for the overtime cost of having MCPS building services personnel on site. These overtime costs will be tracked and deducted from the contractor's final invoice. (See "Overtime Reimbursement Agreement, APPENDIX F).

## **F. DELIVERY**

Delivery of materials as required shall be as soon as possible, but not more than 15 days after receipt of a purchase order signed and issued by the director of the Department of Materials Management. Prices shall include all delivery costs as required to ship materials to various locations throughout Montgomery County. All deliveries must be prepaid FOB destination and in no case will collect shipments be accepted. All pricing must be all-inclusive; no travel time or delivery charges will be accepted.

## **G. CONTRACT TERM**

The term of contract shall be for 12 months as stipulated on the Invitation For Bid. However, the contract may not begin until one day after approval by the Board of Education and shall 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 will 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 re-bid. If the contract is extended by the Board of Education a contract amendment will be issued; **however,**

**no purchase order will be issued until extended performance/payment and material bonds have been received by MCPS.**

**H. 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.

**I. PROVISION FOR PRICE ADJUSTMENT**

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

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

**J. MCPS EMERGENCY/CRISIS PROCEDURES, SHELTER/LOCKDOWN**

Emergency/ Crisis Procedure Information

1. In the event of an emergency/crisis incident while working in an MCPS facility, the Contractor and/or their representative(s) shall be required to adhere to the established MCPS procedures and school administrative guidelines during such an occurrence.
2. Supplied herein under **APPENDIX D** for the Contractor's information are the MCPS Emergency/Crisis Procedures, Shelter/Lockdown. It is the Contractor's responsibility to familiarize themselves and their representative(s) regarding the Shelter/Lockdown Procedures. These procedures are subject to change to meet MCPS requirements.
3. The Contractor shall have at the work site, a reasonable amount of materials that will allow them to quickly secure the work area and/or secure building openings as required for the type of work being performed.

**K. WARRANTY/SERVICES/REPAIR**

1. The specifications require that all workmanship and all materials installed under this bid will be warranted for two years from the date the final invoice is signed and approved by the MCPS Project Coordinator. Any manufacturer of materials used on this project offering as standard a longer warranty/guarantee than as specified herein, shall take precedence.

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 contractor to provide satisfactory warranty service to MCPS will be grounds for exclusion from future bidding.

#### L. BRAND NAMES

1. Commodity descriptions that state “Only a specified brand will be considered” are brands that have been evaluated and tested for inclusion on this bid and are the only brands acceptable at this time. **No substitutions will be accepted.** Other brands will be evaluated and tested for future projects by MCPS if materials are submitted at no cost to MCPS. Forward samples/information to Montgomery County Public Schools, Contracts Office, 45 West Gude Drive, Suite 4300, Rockville, Maryland 20850. **Testing normally requires a minimum of 60 workdays to complete; therefore, your samples/materials for testing may be approved for future bids if the evaluation is satisfactory. This process of evaluation is intended for larger types of equipment and/or components i.e. bleachers, elevators, lockers, flooring, roofing systems, and PA Systems.**
2. The 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. ASBESTOS INFORMATION

1. Asbestos Free Materials

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

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

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

The Contractor shall provide required laboratory analysis report(s) and a completed “Asbestos Free Material Verification Form” herein (see **APPENDIX G**) **within fifteen (15) working days** after receipt of the “Pre-Award Notification” letter for each listed product required in the execution of the scope of work.

2. **Existing Asbestos Materials**

MCPS shall be responsible for all asbestos abatement tasks as may be required regarding existing materials on site. Any questions concerning asbestos materials shall be directed to John Conaway, Environmental Health Specialist at 240-740-2331.

3. **MCPS Certified Contractor Requirement**

The Contractor shall have a minimum of one employee on staff at all times who has attended the Asbestos Awareness Training Class, which is sponsored and performed by MCPS staff. The successful Contractor will be required to have one employee attend this MCPS training within 60 days after award or at the earliest training thereafter. The employee attending this training must be regularly involved in monitoring MCPS flooring projects.

N. **DEVIATIONS**

All bids meeting the intent of the invitation will be considered for award. Bidders who are deviating from the terms, conditions, and/or specifications shall list such and explain fully on a separate sheet to be submitted with their bid. 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 here.



**O. MATERIAL SAMPLES**

The successful bidder shall supply all samples as requested by MCPS of products offered for verification and/or evaluation. These samples must be of sufficient size and amount as requested and must be properly identified with labels with manufacture instructions. Sample must be identical to those that will be used on MCPS projects. Samples shall be provided within two days of request subsequent to bid opening. The list below represents an example of some samples that may be required but is not limited to:

1. Carpet: 18" X 27" of each type, color and pattern.
2. Accessories: 12" length of cove base, transition strip, etc.
3. Stair Tread: 6" length
4. Adhesives: one pint of each type.
5. Seam Sealer: one pint of each type
6. Carpet Tile: 24" x 24"

**P. DESCRIPTIVE LITERATURE**

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

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

**Q. 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 your files.

**2. Quotation Form (Pages 1-12)**

- a) Quotations are 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.** If there is a discrepancy between the unit cost and total cost, the unit cost shall prevail. This solicitation shall be valid for acceptance during a period of no less than 90 days from date of bid opening.

3. **Addenda/Errata**

Changes and addenda to a solicitation may occur prior to the bid opening date and time. It is the bidder's responsibility to check the MCPS website under the event calendar (<http://www.montgomeryschoolsmd.org/departments/procurement/>) or contact the Procurement Unit by phone at (301) 279-3097 or email to [Laurie S Checco@mcpsmd.org](mailto:Laurie.S.Checco@mcpsmd.org), to confirm that they have all addenda/errata. Failure to acknowledge addenda/errata on the form may result in a bid being deemed non-responsive and consequently rejected.

4. **Minority Business Enterprise in Public Schools**

**Attached A and B of the MBE PROCEDURE (APPENDIX A) reflecting minimum 10% MBE participation shall be submitted with your bid.** (See II Contract Administration for additional MBE information) **Failure to supply as specified may disqualify your bid response.**

5. **License/Certifications (Required with Bid Submission)**

- a. The contractor shall possess a current **“State of Maryland” Construction Business License or a Maryland Home Improvement Commission License.** These are considered **“TAX LIABILITY”** Licenses and do not authorize a contractor to perform any trade specific work in the State of Maryland without the appropriate trade licenses as required. **NOTE: All out of state bidders must provide an out of state Maryland Construction Business or Home Improvement license.**
- b. **Construction Business License:** This type of business license is issued through the County or Baltimore City, or the **Clerk 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.

6. **Statement of Experience and Letter from Manufacturer**

The bidder shall provide a statement of experience and a letter from Flooring Manufacturer to confirm they are a certified manufacturer's representative and installer

with bid proposal. See **CONTRACT ADMINISTRATION SECTION L QUALITY ASSURANCE** For more information. **Failure to provide required documentation may disqualify bid proposal.**

7. **References**

Bidders shall provide three references with their bid submission. See **GENERAL CONDITIONS, SECTION W. REFERENCES.**

8. **Bid Security**

Bids in excess of Fifty Thousand dollars (\$50,000.00) shall be accompanied by a Bid Security in the form of Bid Bonds. Failure to provide required documentation may disqualify bid proposal. See **GENERAL CONDITIONS SECTION S. BID SECURITY.**

R. **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 Procurement Unit website at <http://www.montgomeryschoolsmd.org/departments/procurement>.

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

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

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

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

## S. BID SECURITY

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

"As surety for the above-named Contractor, (name of bonding company) hereby agrees to furnish the required Performance Bond and Labor and Materials Payment Bond, as specified, on behalf of the Contractor, in the event that such firm be the successful bidder for this project."

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

#### T. EMARYLAND MARKETPLACE ADVANTAGE (EMMA) REGISTRATION

As of June 1, 2008 Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace. Registration with eMaryland Marketplace is free. It is recommended that any interested supplier register at <https://procurement.maryland.gov/>, regardless of the award outcome for this procurement as it is a valuable resource for upcoming bid notifications for municipalities throughout Maryland.

#### U. INQUIRIES

Inquiries regarding this solicitation must be submitted **in writing**, to Laurie Checco, CPPB, Buyer II, Montgomery County Public Schools, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850, by email to [Laurie\\_S\\_Checco@mcpsmd.org](mailto:Laurie_S_Checco@mcpsmd.org) or phone at 301 279-3097. 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 MCPS Procurement Unit web site 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 MCPS CIP Contracting Office Supervisor and the Procurement Unit Supervisor **in writing** via fax or email to resolve and receive clarification.

#### V. AWARD CRITERIA

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

W. REFERENCES

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

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

Email \_\_\_\_\_

2. _____ _____			
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Email \_\_\_\_\_

3. _____ _____			
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Email \_\_\_\_\_

X. SPECIAL CONDITIONS

1. Audit Provisions – MCPS shall have the right to examine the successful bidder(s) records pertaining to work performed under the contract to determine and verify their compliance with all contractual conditions. MCPS shall be granted access to such records at all reasonable times during the contract period and for three years thereafter.
2. Contingent Fee – The successful bidder(s) hereby represents that they have not retained anyone to solicit or secure this contract from MCPS upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial selling agencies maintained by the person so representing for the purpose of securing business, or any attorney rendering professional legal services consistent with applicable canons of ethics.
3. Assignments – Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the successful bidder(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. The MCPS Contracting Office reserves the right to convene a meeting with the apparent low bidder prior to awarding a contract. The purpose of this meeting is to afford all parties an opportunity to discuss any aspects of the project and contract execution, which may be of concern for the successful and timely completion of the projects.
2. Issues raised during this meeting which cannot be solved to MCPS Contracting Office satisfaction will be cause to reject the apparent low bid and to consider the next lowest bidder as the successful offeror.

**B. CONTRACT SECURITY**

1. Security may be in the form of Certified Cashier's or Bank Treasurer's Check **OR** Bonds (AIA Documents A-311, A-312, or similar). The bonding firm must be licensed to do business in the State of Maryland.
2. Upon receipt of the Pre-Award Notification letter, the successful bidder shall deliver to MCPS **within five working days** security requirements, which are:

**Performance and Payment Bonds** – Bonds are required for contracts in excess of \$50,000.00.

**For individual projects \$50,000.00 and over**, the bidder shall provide job specific performance and payment bonds in the full amount of the individual project. The cost for these individual project Bonds shall be included in proposal cost. **Note: Failure to supply the Contract Securities as specified will be considered a non-responsive bid/proposal offer. No purchase order will be issued until performance/payment and material bonds have been received by MCPS.**

3. If bond(s) are to be used for contract security, the cost of the bond(s) shall be borne by the Contractor. **Note: Failure to supply the Contract Securities as specified will be considered a non-responsive bid offer.**

**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 Contractor evaluation. **Failure to supply a copy as specified may disqualify your bid proposal.**
2. **Sub-Contractors**
  - a. The successful bidder shall supply a complete list of all sub-contractors for evaluation by MCPS. This list must be submitted within two workdays after MCPS make the request. **Failure to do so will be grounds for termination of our**

- 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, in duplicate, proof of their financial stability and experience to perform the particular work for which they will be engaged. All contractual agreements between the contractor and their sub-contractors shall be written and unamended on the Standard Form of Agreement between the contractor and sub-contractor, AIA Document A401 (most recent Edition). Upon request the contractor shall supply copies of this contract to MCPS **within five workdays**.
- c. MCPS acceptance of sub-contractors in no way relieves the contractor from being responsible for the total and complete performance of the work for the project; i.e., failure of the sub-contractors to satisfactorily perform the work in a timely fashion is the contractor's responsibility and not that of MCPS.

### 3. Minority Business Enterprise in Public Schools

- a. Certified Minority Business Enterprises are highly encouraged to respond to this solicitation.
- b. **There is a 10% MBE goal set** for this bid and all project(s) that will be performed under this bid, that exceed \$50,000. 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 or throughout the course of the project.
- c. Refer to the document, MINORITY BUSINESS ENTERPRISE PROCEDURES, September 22, 2008, included with this bid solicitation package under **APPENDIX A**.
- d. The Certified MBE Utilization and Fair Solicitation Affidavit (Attachment A) and the MBE Participation Schedule (Attachment B) located herein under **APPENDIX A**, **must be completed and submitted with the bid proposal** identifying the bidder's specific commitment of certified minority business. *Failure to supply as specified will disqualify your bid proposal.*
- e. Contact the MCPS MBE Liaison, Mrs. Donna Hanson, at 240-314-1031; regarding any other MBE procedure questions. Current listing of the MBE certified Contractors can be obtained at <http://mbe.mdot.maryland.gov/directory>.

4. **Submit Evidence of Insurance**

a. **Insurance**

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

b. **Additional Insurance**

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

c. **Policy Cancellation/Certificate Holder**

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

5. **Invoicing**

- a. Bidder shall submit invoices to the MCPS Project Coordinator at **45 West Gude Drive, Suite 4300, Rockville Maryland 20850**, for payment approval. **All invoices shall identify pertinent information such as purchase order number and building name where work was performed.** The MCPS Project Coordinator shall submit invoices and receiving reports to the Division of Controller to process payments, and shall specify final or partial payments.
- b. On state funded projects a completed 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 IDENTIFY BY PLACING A ZERO ON THIS FORM.**
- c. **MCPS is not obligated to make partial payments.** However, partial payments may be considered based upon the Contractor's justification of expenditures and satisfactory work performed up to 75% of the total 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, including electrical and plumbing permits, **pay all fees**, and certify that other required permits have been obtained prior to commencing work. This includes, but is not limited to, the Contractor securing permits on behalf of MCPS and scheduling of inspections as required by Federal, State and County authorities. The contractor shall provide the services of a Maryland licensed civil and structural engineers as required to develop drawing to secure permit. Upon completion of all work, obtain all certificates of inspections required and deliver them to the MCPS Project Coordinator. All required permit certificates and related documentation shall be submitted to the MCPS Project Coordinator for approval prior to final payment.

#### D. STATE FUNDED PROJECT COMPLIANCE REQUIREMENTS

1. The contractor shall complete and submit to MCPS, CONTRACTOR'S CERTIFICATION OF RECEIPT OF PAYMENT, included with this bid solicitation package **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 SHALL BE ERECTED FOR ALL STATE OF MARYLAND SCHOOL FUNDED CONSTRUCTION PROGRAM PROJECTS THAT EXCEED \$100,000.00.** The contractor shall supply and install the sign as specified herein in **APPENDIX C** on the project site. The contractor has the option of making a specified sign or obtaining the sign from State MCE Sign Platt (a State Agency) at 410-799-5102 or 5103. The current price from Maryland Correctional Enterprises for this sign is \$525.00 with lead-time of approximately one week. The contractor shall coordinate the location of the sign with the MCPS Project Coordinator. The contractor shall remove the sign and restore the site to original condition upon the completion of the contract. It will be MCPS option to either retain the sign for future use or have the contractor dispose of the sign.

#### E. SALES TAX

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

**F. PERFORMANCE**

1. The Contractor shall attend Asbestos Awareness Training Class, which is sponsored by MCPS. Contact Brain Mullikin, MCPS Environmental Safety Coordinator, 240-740-2324, for class schedule.
2. 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.
3. **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.**
4. Work to be completed in a timely workmanlike manner; fumes, odors, materials and work procedures will be controlled to protect occupants and property from harm and damage. Contractor shall protect all existing floors, including floor where material is stored or being transported with **Ram Board .375"** thick or MCPS approved equal.
5. 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.
6. Contractors and employees:
  - a. One person must be wearing a MCPS badge at all times.
  - a. While performing work inside the building, contractor will be required to sign in daily at the facilities main office to receive identification badges that shall be worn while on premises.
  - c. Use of any form of tobacco products, liquor and/or illegal drugs are not permitted in MCPS buildings and on grounds.
  - d. 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.
7. All work shall be scheduled to the mutual satisfaction of the MCPS School Administration and the MCPS Project Coordinator to avoid conflicts with school activities.
8. The building is expected to be occupied by MCPS administrative staff, but not students throughout the stated period allowed for this work. The Contractor shall take all required safety precautions.
9. 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 or as approved by the MCPS Project Coordinator.

10. 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.
11. Upon completion of all work, repair lawns, landscaping, fences, roads, curbs, sidewalks, parking areas damaged as a result of the work; restoring damaged items to condition as good as existed prior to damaging. Damaged lawns shall be Hydro-seeded re-sodded; damaged shrubs and trees shall be replaced.
12. Field measurements are required.
13. **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 Invitations For Bid for a period of two years.**

**G. CHANGES IN THE WORK**

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

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

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

2. The contractor shall furnish supporting documentation with all Change Order requests for all credits and/or extras. At a minimum, change order requests shall include a description of the work, detailed material lists, costs of materials (actual contractor costs, not list prices), man-hours and rates. The same material costs, man-hours and rates, supervision, overhead, and profit shall be applied equally to all credit.

#### **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(s) stipulated on each 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(s) as identified herein unless written approval for extension has been granted by MCPS.
2. Failure to complete the work within the time specified will entitle MCPS to late charges. These charges will be deducted and retained out of any monies due 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 forces of their sub-contractors without additional cost to the contract price. The contractor shall be responsible for all incidental costs in connection with such overtime work including, but not limited to, MCPS building services overtime as required.
4. If work falls behind schedule, as determined by the MCPS Project Coordinator, the contractor shall provide, at their own expense, additional labor and/or equipment, overtime pay, etc., as required to overcome delays including, but not limited to, MCPS building service staff overtime as required.
5. The MCPS Contract Officer will review requests for extension of completion time due to strikes, lack of materials, and/or any other condition, over which the contractor has no control. Written application for extension shall be made immediately upon occurrence of condition that, in the opinion of the contractor requires such an extension, with reason clearly stated and detailed proof for each such delay. The delay of MCPS issuing a purchase order does not automatically alter any completion dates. If in the contractor's view the delay of a purchase order is having a negative effect on completion of the contract within the dates specified, they must notify MCPS in writing immediately. Using the rationale that a purchase order was issued late, at the conclusion of the work will not be an acceptable reason for requesting a contract extension. No time extension will be allowed except by final approval of the MCPS Contract Officer. 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 previous agreed upon 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 \$32.00 per hour. This rate is estimated and could either be more or less than the quoted overtime rate. All overtime work must be requested **in writing** to the MCPS Project Coordinator, at least 48 hours in advance. This will allow MCPS staff sufficient time to coordinate the required building service staff participation. **The Overtime Reimbursement Agreement under (APPENDIX F) must be completed and signed by MCPS and the contractor before work is to be performed.** The request must identify the dates and times the contractor proposes to work. Without written request and the Overtime Reimbursement Agreement, MCPS will not approve any overtime.

**J. MCPS CONTRACT OFFICE/SUPERVISOR/PROJECT COORDINATOR**

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



- i. Recommend contract modifications or terminations to the MCPS Contracts Office Supervisor, copies to the Procurement Unit;
  - j. Issue notices to the contractor to proceed with the project after receiving signed Change Order as required.
3. 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.

**K. PROJECT CLOSE-OUT**

1. Initial Installation Punch-out
  - a. The contractor shall notify 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 floor covering installation 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 is entitled to one punch-out inspection and one final inspection for each installation. Any additional inspection by MCPS staff due to the contractors' 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. QUALITY ASSURANCE**

1. Installer Qualifications

The successful Contractor shall specialize in commercial floor covering installation of carpet and resilient flooring, floor preparation, and related accessories similar to as specified herein with **not less than five years in business and five years' experience performing this type of work.** Bidder shall provide with their offer a letter certifying their number of years of experience and in business. Failure to provide the letter may disqualify the bid proposal.

**III. DETAILED SPECIFICATIONS****A. INTENT**

1. It is the intention of these specifications to provide all MCPS facilities with the same quality and performance level of carpeting, resilient flooring, stair trends and accessories as used in commercial and public spaces with the construction, fire ratings, static electricity control, life-cycle and appearance being consistent for this application. Also to secure unit prices for materials and services identified herein, that will be utilized to develop project proposals as required to satisfy MCPS floor covering requirements. Colors for carpet, resilient flooring, stair trends and accessories will be selected from manufacturers' standard color at no additional cost to MCPS.
2. The contractor is to provide materials consistent with these specifications throughout the contract term that are produced by a single manufacturer for each carpet and resilient flooring type. Refer to the **2015 update of the Carpet and Rug Institute (CRI) 104 Installation Standards** that is published by CRI for definitions of terminology not otherwise defined herein and for general recommendations and information. **All products installed under this contract shall be installed adhering to manufacturers' instructions, Carpet and Rug Institutes recommendations and the detailed specification herein whichever is more stringent and selected by the MCPS Project Coordinator.**
3. The contractor shall secure the services of a qualified independent third-party testing agency to be used as required by MCPS for determining moisture and alkalinity conditions of concrete slabs. **Moisture test shall be; Moisture Vapor Emission Rate (MVER) or Relative Humidity Testing (RH) as requested by MCPS. The test for alkalinity shall be conducted in accordance with the ASTM F 710-05 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring. No flooring shall be installed on concrete slabs that exceed 9 pH.** Pricing for the various tests identified shall be provided on the Quotation Form herein. When testing is performed it shall be in compliance with the CRI installation standards. **A copy of the testing agency's report shall be provided to MCPS prior to proceeding with any installation work.**

**B. CERTIFICATIONS****1. Installer Qualifications**

- a) The bidder shall specialize in commercial floor covering installation of carpet and resilient flooring, floor preparation, and related accessories similar to those specified herein with **not less than five years in business and five years' experience performing this type of work. Bidder shall provide with their offer a letter certifying their number of years of experience and in business.**
- b) **The bidder shall have sufficient staff that are certified installers through "International Certified Flooring Installers Association" (CFI) with a minimum certification level of "C-2 Commercial Installer" or MCPS acceptable equal that involves a hands-on installation of carpet and resilient floor covering skills test and that has been taken within the past 2 years or approved past performance**

with MCPS. The contractor's certified staff shall be persons such as crew leaders that will monitor the work of others. A minimum of one certified installer must be on all jobs at all times while installation work is taking place. You can contact CFI at 301-748-3733 or visit their web site at; [www.cfiinstallers.com](http://www.cfiinstallers.com). **If the bidder/staff do not have CFI certified they must provide with their bid offer a copy of any certifications they do possess that they believe are equal to the CFI-Level C-2 Commercial Installer. MCPS reserves the sole right to evaluate bidders/staff who have other certifications to deem them equal to CFI, or those who have no certification to determine if in MCPS opinion they believes the noncertified bidder/staff will be able to secure the CFI certification at the next testing opportunity.** If the contractor is unsuccessful in passing the CFI certification, MCPS may disqualify the contractor and select the next low bidder. The cost to secure and maintain any and all certifications are the responsibility of the contractor. **Certifications must be maintained in force throughout the term of the contract and copies must be forwarded to MCPS prior to performing any work.**

## 2. **Manufacturer Product Certifications**

The successful bidder may be required to supply the product supportive documentation as identified below. If requested the documentation shall be submitted to MCPS within two working days after the request.

- a. Submit manufacturer's certifications stating that carpet materials to be furnished comply with specified requirements herein.
- b. Supply listing of mill registered numbers for carpet furnished.
- c. Supply supporting certified laboratory test data at no additional cost to MCPS, indicating that carpet to be furnished meets or exceeds specified test requirements. This request can be made by MCPS anytime throughout the terms of the contract.

## 3. **Material Delivery, Storage, and Handling**

- a. Deliver materials to project site in original factory wrappings and containers (except when open air processes are required). Materials shall be clearly labeled with identification of manufacturer, brand name, quality or grade, fire hazard classification, and lot number. Stored materials shall be in original undamaged packages and containers inside a well-ventilated area protected from weather, moisture, soiling, extreme temperatures, humidity, stocked in a way that prevents sagging and warping. Maintain temperature in storage area above 50°F.
- b. **Comply with instructions and recommendations of manufacturer for special delivery, storage, and handling requirements.**
- c. All floors are to be protected where material is to be transported or stored from the entrance door to the storage area with **.375 Ram Board** or approved equal by MCPS project coordinator.

**C. CONVENTIONAL CARPET – SPECIFICATIONS****1. Approved Manufacturers**

**Bidders may bid one of the approved carpet manufacturers listed below.** All manufacturers material provided shall be MCPS approved equal to Basis of Design specified herein.

- a. **Shaw – Hit the Books (Basis of design)**
- b. **Mannington**
- c. **Mohawk**
- d. **Tandus**

**Note: The successful bidder/carpet manufacturer will be required to provide approximately fifty 9” x 9” carpet sample as requested by MCPS throughout the term of contract.**

**2. General Carpet Requirements**

All carpet provided shall have the following:

- a. Commercial anti-soil protection applied by the carpet manufacturer.
- b. Moisture proof backing
- c. **Lifetime commercial warranty shall include the items below.** (Lifetime shall be for as long as the carpet is installed at the original location.)
  - 1) Wear not more than 10% pile weight
  - 2) Static, not above 3.5 kV using AATCC Test Method # 134-1979
  - 3) Edge ravel (when using industry standard seam sealer).
  - 4) Zippering
  - 5) Delamination of any kind.
- d. Minimum ten year warranty against all stains.
- e. Minimum ten year warranty against colorfastness to light and atmospheric contaminant.
- f. **NO ANTI-MICROBIAL TREATMENT SHALL BE APPLIED TO ANY PRODUCTS BEING PROVIDED AND INSTALLED ON MCPS PROJECTS!**

**D. CARPET TILE –SPECIFICATIONS****1. Approved Manufacturers**

Bidders may bid one of the approved carpet tile manufacturers listed below. All manufacturers material provided shall be MCPS approved equal to Basis of Design specified herein.

- a. **J+J Flooring Group**
- b. **Shaw – Diffuse 24 x 24** (Basis of Design)
- c. **Mohawk**
- d. **Tandus**
- e. **Mannington**

**2. General Carpet Requirements**

All carpet tile shall have the following:

- a. Commercial anti-soil protection applied by the carpet tile manufacturer.
- b. 10 year minimum colorfastness to light and atmospheric contaminants.
- c. 10 year minimum stain warranty
- d. Lifetime to tuft bind strength (no edge ravel, yarn pulls, or zippering).
- e. No delamination of any kind.
- f. **No ANTI-MICROBIAL TREATMENT SHALL BE APPLIED TO ANY PRODUCTS BEING PROVIDED AND INSTALLED ON MCPS PROJECTS.**

**E. CARPET OVER CARPET - APPROVED MANUFACTURER**

The **only** approved manufacturer at this time is **Collins & Aikman, Powerbond RS System, types Sentinel II. Carpet over Carpet shall be installed in accordance with manufacturer's recommendations and by Collins & Aikman trained and certified installers.**

**F. RESILIENT FLOORING - APPROVED MANUFACTURER****1. Standard Resilient Tile**

The **only** brand approved at this time is **Armstrong Flooring, Composition 1, Asbestos Free.** Vinyl composition tile - FS-SS-T-312, Type IV: 12" x 12", gauge 1/8" unless otherwise indicated. Color shall be Armstrong #51858 Sandriff White. Other color may be selected as required by MCPS from the manufacturer's standard color selections at no additional cost.

**2. Slip Retardant Tile**

Safety Zone, Slip Retardant tile shall be **Armstrong Excelon**, form 12" x 12", gauge 1/8", reference specification # SS-T-312B(1), Type IV, Composition 1 and ASTM F 1066. Colors will be selected, as needed from manufacturers' standards at no additional cost to MCPS. All floor tiles provided shall match and be of the same run number.

**G. GENERAL INSTALLATION AND REMOVAL INSTRUCTIONS****1. Floor Preparation**

- a. Installer is required to inspect sub floor surfaces to determine that they are satisfactory. A satisfactory sub floor surface is defined as one that is smooth and free from cracks, holes, ridges, and coatings preventing adhesive bond and other defects impairing **performance or appearance**. **Pay attention to concrete ramped areas around slab wall edges and around door jambs as required. Do not allow carpeting or resilient flooring work to proceed until sub floor surfaces are satisfactory.**
- b. Prepare sub floor surfaces to accept new flooring material as required by the manufacture.
- c. Use leveling and patching compounds as recommended by carpet or resilient flooring manufacturing for filling cracks, holes, and depressions in sub floor. **Insure all remaining prior adhesive ridges and sub floor are fully covered with leveling material to form a smooth surface. Leveling and patching compounds should be machine buffed to a smooth flat surface, then vacuumed before installation of carpet/tile flooring.**
- d. **Have moisture and alkalinity test performed as specified herein and as requested by MCPS to insure the sub-flooring is satisfactory for installing the new flooring. Testing reports shall be submitted to MCPS prior to installing new flooring.**
- e. Remove coatings from sub floor surfaces, which would prevent attachment of adhesive bond, including residue from removed existing floor. Apply concrete slab primer, if recommended by flooring manufacturer, prior to application of adhesive. Apply in accordance with manufacturer's instructions. Primers required by the manufacture shall be included in the installation cost. **No additional cost for primers will be accepted by MCPS.**
- f. Broom clean and vacuum surfaces to be covered to remove loose materials.

**2. Carpet Pre-Installation Procedures**

Carpet shall be unrolled and have 72 hours to emit VOC before installation. The contractor at their location shall complete this task. The contractor shall have at their disposal a facility of sufficient size to perform open airing with adequate HVAC circulation to effectively complete this process. This process will be used only when projects are performed in facilities that are occupied.

### 3. General Carpet Installation Instructions

- a. No carpet installation shall be performed unless a temperature of 50°F or more is maintained without interruption for at least 24 hours before installation and for at least 72 hours after installation.
- b. Before carpet removal, the installer **may be** required to remove the furniture from the area(s) and reinstall as required. The charge to MCPS for this service will be as identified on the Quotation Form.
- c. Remove old carpeting from the area(s) designated for carpet replacement.
- d. During renovations, remove existing materials as necessary, clean floor, make smooth and clear away debris and scrape up cementations deposits from surfaces to receive carpeting.
- e. Apply sealer as necessary to prevent dusting.
- f. Examine substrates for moisture content and other conditions under which carpeting is to be installed. Inform MCPS regarding any signs of moisture issues. MCPS will approve all moisture and/or alkalinity testing.
- g. Notify MCPS Project Coordinator, in writing, of major conditions detrimental to proper completion of the installation prior to performing work.
- h. **DO NOT** proceed until unsatisfactory conditions have been corrected.
- i. **FLOOR REPAIRS:** Repair minor holes, cracks, depressions, and rough areas using Ardex or MCPS approved equal materials and/or procedures as recommended by carpet and/or adhesive manufacturers or as approved by MCPS.
- j. **Minor floor repairs to fill holes, cracks, depressions and rough area(s) shall be included in the furnished and installation prices offered. Only when the floor has to be resurfaced in its entirety will additional charges apply. The MCPS Project Coordinator will make this decision. No total resurfacing shall take place without the MCPS Project Coordinator's approval.**
- k. Comply with manufacturer's recommendations for seam locations and direction of carpet.
- l. Maintain uniformity of carpet direction and lay of pile.
- m. Center seams under doors when closed, any perpendicular seams at doorways must be approved by MCPS prior to proceeding.
- n. Fit sections of carpet into each space prior to application of adhesive.
- o. Apply adhesive uniformly to substrate in accordance with manufacturer's recommendations.

- p. Seams are to be cut and made straight and tight.
- q. **Roll entire carpet area with appropriate weighted roller to eliminate air pockets and ensure uniform bonding.**
- r. Remove any adhesive promptly from face of carpet by methods, which will not damage carpet face.
- s. Seal all seams and cut edges with seaming cement at backing to form secure seams and prevent pile loss at seams.
- t. Extend carpet under open-bottomed obstructions, under removable flanges and furnishings, and into alcoves and closets.
- u. Provide all cutouts where required.
- v. Bind cut edges properly where not concealed by protective edge guards or overlapping flanges.
- w. Install carpet edge guards and/or transition strips by anchoring them to substrate where carpet edge is exposed.
- x. Do not bridge building expansion joints with continuous carpeting; provide for movement.

4. **Re-Installation of Carpet Not Approved by MCPS**

Installed carpeting not approved by the MCPS Project Coordinator due to poor workmanship, improper materials, or material damaged during the installation and/or the Contractor not meeting specifications, shall be removed and replaced with new materials at no cost to MCPS.

5. **Resilient Flooring Installation Instructions**

- a. Maintain minimum temperature of 65°F in spaces to receive resilient flooring for at least 48 hours prior to, during, and for not less than 48 hours after installation. Store resilient flooring materials in spaces where they will be installed, for at least 48 hours before beginning installation. All pathways and areas where material is stored must be completely covered with protection (hard board). Subsequently, maintain minimum temperature of 55°F in areas where work is completed.
- b. All sloped areas such as ramps, etc. shall have non-skid type tile installed as approved by the MCPS Project Coordinator to prevent slipping hazard.
- c. Install resilient flooring using method indicated in manufacturer's printed instructions. Extend resilient flooring into toe spaces, door reveals, closets, and similar openings.
- d. Scribe, cut, and fit resilient flooring to permanent fixtures, built-in furniture and cabinets, pipes, outlets, and permanent columns, walls, and partitions.



- e. Maintain reference markers, holes, or openings that are in place or plainly marked for future cutting by repeating on finish flooring as marked on sub floor. Use chalk or other non-permanent marking device.
- f. Tightly cement resilient flooring to sub base without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, or other surface imperfections.
- g. All floor tiles provided shall be of the same match and run number. Mis-match of colors shall not be acceptable, and shall be removed. New tile, of the same matching color, shall be installed at no additional cost to MCPS.
- h. Lay tile from center marks established with principal walls, discounting minor offsets, so that tile at opposite edges of room area of equal width, adjust as necessary to avoid use of cut widths less than ½ tile at room perimeters. Lay tile square to room axis, unless otherwise directed.
- i. Match tiles for color and pattern by using tile from cartons in same sequence as manufactured and packaged if so numbered. Cut tile neatly around all fixtures. Broken, cracked, chipped, or deformed tiles are not acceptable. Lay tiles in "checkerboard" fashion with grain reversed in adjacent tiles.
- j. Adhere tile flooring to substrates using full spread of adhesive applied in compliance with flooring manufacturer's directions.
- k. Protect resilient flooring against damage from rolling loads for initial period following installation by covering with plywood or hardboard. Use dollies to move stationary equipment or furniture across floors.
- l. Deliver to the work location not less than 1% extra tile per room for each type, color, pattern and size installed from the same manufacturer's lot number. The MCPS Project Coordinator may adjust the amounts downward on large projects and will notify the Contractor of the adjusted amounts to be delivered. The Contractor shall supply the MCPS Project Coordinator with a delivery ticket signed by the Building Service Manager for the materials received.

6. **Installation of Accessories**

a. **Rubber Cove**

Apply rubber cove wall base where necessary to walls, columns, plasters, casework, and other permanent fixtures in rooms or areas where base is required. Install base in lengths as long as practicable, with preformed corner, units, or fabricated from base materials with metered or coped inside corners. Cove base shall be tightly bound to substrate throughout length of each piece, with continuous contact at horizontal and vertical surfaces. On masonry surfaces, or other similar irregular substrates, fill voids along top edge of resilient wall base with manufacturer's recommended adhesive filler material.

b. **Rubber Edge Guard**

Place edge strips tightly butted to flooring and secure with adhesive. Install edging strips at edges of flooring which would otherwise be exposed.

7. **General Cleaning Instructions**

Cleaning procedures are to be performed immediately upon completion of new flooring installation. Apply the appropriate procedure as it relates to carpet or resilient flooring adhering to manufacturers' recommendations.

- a. Remove and dispose of debris and unusable scraps.
- b. Sweep or vacuum floor thoroughly as appropriate.
- c. Damp mop floor being careful to remove black marks and excessive soil.
- d. Remove any excess adhesive or other surface blemishes, using cleaner recommended by the manufacture.
- e. Remove any carpet stains; replace carpet where stains cannot be removed.
- f. Remove any protruding face yarn using sharp scissors.
- g. Leave project sites neat, clean and ready for use.

G. **SPECIAL CARPET REMOVAL PROCEDURE FOR INDOOR AIR QUALITY (IAQ) PROJECTS**

**No carpet shall be removed without the involvement of MCPS Division of Maintenance, Environmental Safety/Indoor Air Quality staff.** The MCPS Project Coordinator will arrange for the Environmental Safety Coordinator (ESC) to determine if microbial sampling and testing is required on case by case bases. The ESC will also determine if the following procedures identified below are required. MCPS will be responsible for all microbial testing. The contractor shall have sufficient personnel and equipment i.e., negative air machines and other related equipment for the carpet abatement process to meet the requirements for urgent MCPS removal and installation of specified carpet projects as needed. The contractor shall be required to follow the procedure when instructed to do so in detail and supply all necessary labor, equipment, and materials as identified below. This work shall be performed at the prices identified on the Quotation Form. The contractor is responsible for appropriately addressing all safety issues at the work site including but not limited to air-born microbial hazards and contractor staff personal protection equipment and clothing. **This type of work may only be performed when the building is unoccupied.**

1. Work procedures for removal due to environmental concerns
  - a. Determine work area. This will be the responsibility of the MCPS ESC.

- b. The contractor is to insure the ventilators in the work area are turned off prior to performing any work.
- c. MCPS Building Service staff shall wipe off all removable items using a damp cloth.
- d. MCPS Building Service staff shall remove wiped down items from the work area.
- e. The contractor shall place the appropriate number of HEPA negative air filtration machine(s) as recommended by the MCPS ESC in the work area and turn the fan speed to "High". Allow the HEPA negative air filtration machine to exhaust **INSIDE THE WORK AREA.**
- f. The Contractor shall seal all supply and return vents and grills in the room with plastic.
  - Close door or otherwise seal off work area before beginning work.
  - Personal shall only exit work area in an emergency.
  - **When utilizing disposable coveralls, gloves, etc., while work is in process, contaminated personal protection items must be removed when leaving the contaminated area and new articles are put on when reentering the work area.**
- g. The contractor shall dampen carpet with clean water using portable sprayers. Use enough water to ensure that the carpet is wet throughout the pile, but not to an excessive amount which could cause ponding water.
- h. The contractor shall cut carpet into strips when removing to allow placement in plastic bags.
- i. Place carpet strips into non-marked disposal bags (6-mil plastic) and seal bags shut with duct tape.
- j. Using a portable sprayer, the contractor shall wet dry areas of the floor with water prior to sweeping and/or mopping floor to remove dirt and debris. **NO DRY SWEEPING IN WORK AREA IS ALLOWED.**
- k. Upon completion of the work, the contractor shall wipe off all equipment, i.e., negative air machine, scrappers, tools, etc. with a bleach solution of one part bleach to ten parts water to prevent recontamination of other areas and surfaces.
- l. Upon completion of all work involving contaminated materials, the contractor shall dispose of personal protection items such as coveralls, gloves, respirators, etc. in 6 mil plastic bags and seal them with duct tape.
- m. The contractor shall remove bags of contaminated debris from the building and transport to appropriate disposal location for final disposal.

- n. **ALLOW HEPA NEGATIVE AIR FILTRATION MACHINES TO CONTINUE TO OPERATE. DO NOT REMOVE PLASTIC FROM VENTS OR GRILLS AND INSURE WORK AREA REMAINS SEALED.**
- o. Start and complete tile and/or carpet installation procedures.
- p. Upon completion of installation, the contractor shall remove plastic from vents and/or grills and/or work area boundaries.
- q. The contractor shall make sure the local ventilation systems are reactivated.
- r. The MCPS ESC will determine if microbial post-testing of work area is required and will be responsible for having test performed if needed.
- s. The Building Service staff shall prepare the area for occupancy such as damp mopping the completed tile floor and applying three coats of wax.
- t. The Building Service staff shall wet wipe all surfaces i.e., walls, shelves, books, non-removable furniture, chalkboards, bulletin boards, etc. with a bleach and water solution of one part bleach to ten parts water. So as to remove all visible dust from all room surfaces.
- u. The HEPA negative air machines may be shut-off and removed from the work area.
- v. The Building Service staff can proceed with replacing furniture/materials in the work area and preparing for the return of students and staff.

#### H. MISCELLANEOUS MATERIAL – SPECIFICATIONS

##### 1. Rubber Cove Base

Provide 100% rubber cove base, 1/8" thick, 4" and 6" height as required with matching end stops and pre-formed or molded corner units, or miter cutting standard cove base material to make corners as selected and approved by MCPS. **Acceptable manufacture are; Armstrong Flooring, Flexco Floors, Johnsonite Rubber Co., Inc. or equivalent.** Furnish and install cove base throughout non-carpeted areas of the same room to match new base. Colors to be selected by MCPS Project Coordinator from the manufacturer's standard colors.

##### 2. Rubber Edge Guard

Extruded or molded heavy duty 100% rubber carpet edge guard of size and profile as requested by MCPS Project Coordinator and required for transitions, etc. Colors selected by MCPS Project Coordinator from manufacturer's standard colors. **Acceptable manufactures are Armstrong Flooring, Flexco Floors, Johnsonite or equivalent.**

### 3. Rubber Stair Treads

Extruded or molded **heavy duty** 100% with slip-resistant options such as safety strip, disc, etc., rubber stair treads, 12" depth (wide), 1/4" to 1/8" gauge tapering with slip resistant properties and profile as requested by MCPS Project Coordinator and required for transitions, etc. Colors selected by MCPS Project Coordinator from manufacturer's standard colors. **Acceptable manufacturers are Armstrong, Flexco Floors, Johnsonite, or equivalent.** Furnish and install rubber stair treads, as determined by MCPS Project Coordinator.

### 4. Rubber Stair Treads

Homogeneous construction 100% rubber heavy duty radial reinforced nosing with slip-resistant options as safety strip, disc, etc., 12" depth (wide), 5/16" to 1/8" gauge tapering with slip-resistant properties and profiles as requested by MCPS project coordinator from manufacture's standard colors. Acceptable manufacturers are **Flexco Floors, Armstrong, Johnsonite**, or equivalent. Furnish and install rubber star treads including proper preparation as determined by MCPS project coordinator.

### 5. Adhesive

Water resistant, non staining high tack, latex types, complying with flammability requirements, freeze-thaw stable, mildew proof, low VOC, odorless when dry, non-toxic and approved by stair tread manufacture as to not void warranty. Prior to use SDS must be presented to MCPS for approval. Use manufacture highest standard recommended adhesive.

### 6. Seaming Cement

Seaming cement shall be hot-melt adhesive or similar product recommended by carpet manufacturer for butting seams and out edges at backing to form secure seams and preventing pile loss at seams. **Safety data sheet must be submitted prior to use to the MCPS Project Coordinator and MCPS Safety Office.**

### 7. Leveling and Patching Compound

The MCPS Project Coordinator must approve all patching materials. Leveling and patching compound shall be **Ardex or equal**. Leveling cement must be **Ardex or equal**. All materials are to be applied in accordance with manufacturer's recommendations. And specifically designed and intended for this purpose.

### 8. Carpet Edge Binding

Carpet edge binding shall be a minimum of 1 1/4" in width. Material fabric shall be vinyl and a minimum of 8 oz. in weight and color shall be black. The edge binding shall be installed with a "zig-zag" lock stitch machine with a minimum of 7 mm stitch. The binding thread shall be nylon twisted, bonded #69 ticket size with a single end strength of 11.4 pounds.

**I. MAINTENANCE INSTRUCTIONS**

Submit manufacturer's printed instructions for maintenance of installed work, including methods and frequency recommended for maintaining optimum flooring condition under anticipated traffic and use conditions. Include precautions against materials and methods, which may be detrimental to finishes and performance. Supply instruction to building service staff for each facility where new carpet and/or resilient flooring are installed for proper maintenance procedures contractor instruction period not to exceed two hours per facility and shall be included in the installation cost.

**J. COMMUNICATION**

The contractor shall have the ability to communicate with the MCPS Project Coordinator using cellular service and shall provide appropriate staff with these cellular numbers. This will allow direct communication between MCPS and the contractor.

**K. GERFLOR**

1. Provide and install **Gerflor, Tarasafe GEO** in accordance with the manufactures instructions. MCPS and Gerflor approved adhesive for this flooring system shall be **Mapei Ultrabond G-15**.
2. All floor seams and inside and outside corners shall be heat welded as required and in accordance with manufacturers recommendations.
3. Gerflor System shall have a twenty-year (20) unconditional warranty with the exception of damage caused by vandalism and/or Acts of God.