

**Office of Finance
Division of Procurement
MONTGOMERY COUNTY PUBLIC SCHOOLS
45 West Gude Drive, Suite 3100
Rockville, Maryland 20850**

**INVITATION FOR BID # 9302.8
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 floor covering 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 successful vendors 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 MCPS. **Awards for individual projects are contingent upon availability of funds.**

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

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

D. SITE INSPECTION

The successful Contractors shall inspect the work area and use the scope of work in the request for proposal to develop cost for each project. If requested by the MCPS Project Coordinator, a drawing of the project shall be submitted with the proposal identifying where the work will be performed. The Contractor must report to the main office to contact the Building Service Manager prior to inspection. When a proposal has been submitted, and received it shall be understood that the work site has been inspected and that the Contractor is aware of the needs and conditions under which the work is to be accomplished. After inspection, the Contractor shall report to the MCPS Project Coordinator any conditions that might prevent them from performing their work in the manner intended. **Failure to do so will not relieve the successful contractor of the obligation to furnish all materials and labor necessary to fully carry out the provisions of the contract.**

E. SCHEDULE

1. **Completion dates shall be identified on each Contractor's proposal.** A purchase order signed by the Director of the Division of Procurement will be the contractor's authorization to proceed with an approved proposal. All work is to be totally completed on or before the stated completion date identified and accepted on each proposal. This includes, but is not limited to, final inspections by MCPS staff, all cleaning 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 prior extension approval from MCPS (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. **Regular Rate Working Hours**

Regular rate working hours are for work performed, **Monday through Friday, 6:00 A.M. through 6:00 P.M.** (MCPS Building Services personnel are normally on site during these hours).

5. **Overtime Rate Working Hours**

Overtime rates are for work performed on evenings (6:01 P.M. to 5:59 A.M.), 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**

Prices shall include all delivery costs as required to ship materials to various locations throughout Montgomery County, MD. All deliveries must be prepaid FOB destination and in no case will collect shipments be accepted. All pricing must be all-inclusive; no travel time or delivery charges will be accepted.

G. **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.

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

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

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 materials shall be guaranteed for two years. Final payment will be made once the installation is complete and accepted by MCPS for each proposal. The warranty shall begin once the MCPS Project Coordinator has approved contractor's final invoice for payment.
2. Warranty shall provide for replacement of defective materials, plus installation and labor. Any warranty claim made by MCPS prior to the expiration of said warranty shall be satisfied although the warranty has subsequently expired. Failure of a contractor to provide satisfactory warranty service to MCPS will be grounds for exclusion from future bidding.
3. Any manufacturer of material(s) used on the project offering as standard a longer warranty/guarantee than as specified herein, shall take precedence.

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, Office of Facilities Management, 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 Protections 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 the Environmental Health Specialist Derek Kwon 240-740-2331.

3. **CPS 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.**

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 Division of Procurement by email [Stephanie J Dorah@mcpsmd.org](mailto:Stephanie.J.Dorah@mcpsmd.org) and procurement@mcpsmd.org to confirm that they have all addenda/errata. Failure to acknowledge addenda/errata on the form may result in a bid being deemed non-responsive and consequently rejected.

4. Minority Business Enterprise in Public Schools

The goal has been set at 10% MBE participation. Pages D1 through D10 of Attachment D, of the MBE procedure (**APPENDIX A**), reflecting minimum 5% MBE participation shall be submitted with your bid. (*See Section II Contract Administration" for additional MBE information*). **Failure to supply as specified will disqualify your bid response.**

5. License/Certifications (Required with Bid Submission)

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

6. Statement of Experience 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 X. REFERENCES.**

8. Bid Security

Bids in excess of One Hundred Thousand dollars (\$100,000.00) shall be accompanied by a Surety Letter. Failure to provide required documentation may disqualify bid proposal. See **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

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

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

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

T. eMARYLAND MARKETPLACE ADVANTAGE

Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace advantage. Registration with eMaryland Marketplace is free. It is recommended that any interested supplier register at <https://emma.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. MULTY-AGENCY PARTICIPATION

MCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not be limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that required these goods, commodities and/or services. Use of this solicitation by other agencies may be dependent on special local/state requirements attached to and made a part of the solicitation at time of contracting.

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

V. INQUIRIES

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

Subsequent to the award if the bidder finds any discrepancy or omission and has questions of MCPS’s intent, prior to performing work, they shall notify the MCPS Project Coordinator **in writing by email** to resolve and receive clarification with copies to [Stephanie J Dorah@mcpsmd.org](mailto:Stephanie.J.Dorah@mcpsmd.org), Buyer II, and the MCPS Capital Improvement Contracting Supervisor.

W. AWARD CRITERIA

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

X. REFERENCES

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

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

Y. 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. MCPS reserves the right to convene a meeting with the apparent low bidder prior to awarding a contract. The purpose of this meeting is to afford all parties an opportunity to discuss any aspects of the project and contract execution, which may be of concern for the successful and timely completion of the projects.
2. Documents required elsewhere in this specification, such as service and warranty agreements, shall be provided at this meeting to the MCPS Division of Design & Construction.
3. Issues raised during this meeting which cannot be 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. **The successful bidder(s) shall deliver to MCPS Performance and Payment Bonds within five working days after receiving notification of award for individual projects with a contract value of \$100,000.00 or more. This cost shall be included in the proposal.**
3. The cost of the bond(s) shall be included in all proposal exceeding \$100,000.00 or more by the contractor. **Note: Failure to supply the Contract Securities as specified will be considered a non-responsive proposal 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 \$100,000. The bidder(s) may be required to solicit MBE participation, which will include providing revised Certified MBE Utilization and Fair Solicitation Affidavit and the MBE Participation Schedule 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. MBE pages D1 through D10 of Attachment D, the MBE Procedure located herein under **APPENDIX A**, **must be completed and submitted with the bid proposal** identifying the bidder's specific commitment of certified minority business **even when the MBE goal is 0%**. *Failure to supply as specified may disqualify your bid proposal.*
 - e. Contact the MCPS MBE Liaison at 240-740-7700; regarding any other MBE procedure questions. Current listing of the MBE certified Contractors can be obtained at <http://mbemdot.state.md.us/directory/search.select.aspx>

4. Submit Evidence of Insurance

a. Insurance

See Article XXI of the General Stipulations and Instructions to Bidders. The successful Contractor shall submit an actual certificate of insurance made in favor of MCPS within five working days after an award of contract.

b. Additional Insurance

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

c. Policy Cancellation/Certificate Holder

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

5. Invoicing

- a. Bidder shall submit invoices, preferred electronically to Project Coordinator in the Office of Facilities Management. Preferred method is electronically via email or regular mail to Montgomery County Public Schools, **45 West Gude Drive, Suite 4300, Rockville Maryland 20850**, for payment approval. **All invoices shall similar to AIA Documents G702 & G703 identify pertinent information such as purchase order number, facility/building name and address where work was performed.** The MCPS Project Coordinator shall submit invoices and receiving reports to the Division of Controller to process 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 D 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 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 Maryland Correctional Enterprises State (MCE) Sign Platt #11, C/O Patuxent Institution, Attention Christian Mayne Plant Manager, 7555 Waterloo Road Jessup, Maryland 20794, phone 410-799-5102 or email christiane.mayne@maryland.gov, website www.mce.md.gov. The current price from Maryland Correctional Enterprises for this sign is \$583.00 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 have on the job site at least one person fluent in English.
2. **The Contractor must provide to the MCPS Project Coordinator cellular telephone numbers and email addresses of project managers to allow day-to-day direct communications.**
3. Work to be completed in a timely workmanlike manner; fumes, odors, materials and work procedures will be controlled to protect occupants and property from harm and damage. Contractor shall protect all existing floors, including floor where material is stored or being transported with **Ram Board 60 Mill** (nominal) or MCPS approved equal.
4. The contractor shall furnish the services of an experienced supervisor, who shall be in charge of the work and provide direction to the crew at all times.
5. Contractors and employees:
 - a. Contractors are required to have all **employees complete the fingerprinting and background check, so they can receive an MCPS Contractors badge.** MCPS contractor's badges shall be worn while on premises. **Contractor's employees/workers without an MCPS contractor badge will be denied entry;** contractors will be required to check in daily at the facility main office. All contractor employees must wear a badge while on site.
 - b. 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.
6. All work shall be scheduled to the mutual satisfaction of the School Administration and the MCPS Project Coordinator to avoid conflicts with school activities.

7. The building is expected to be occupied throughout the stated period allowed for this work. The Contractor shall take all required safety precautions during the installations **Contractors shall secure all openings, at the end of the work day, during projects.**
8. Work area must be safe at all times; the area shall be left clean and ready for use at the end of each work day. The contractor must sweep floors and remove all debris generated from the premises daily, adhering to **Montgomery County Executive Regulations No. 1-15AM-Residential and Commercial Recycling, COMCOR 48.00.03 Solid Waste and Recycling.** The Contractor shall track all recyclable materials such as metal, cardboard, commingle, yard waste concrete, asphalt and others. The Contractor shall provide a monthly report to MCPS recycling manager, Mr. John Meyer via email John.MeyerIII@mcpsmd.org that includes weight, dates and the facility to which each of the material was taken to be recycled.
9. Installation must be performed in strict compliance with the latest local, state and federal regulations having authority. The Maryland Occupational Safety and Health Administration Hazard Communication Standards and the Occupational Safety and Health Administration Hazard Communication Standards must be followed.
10. Upon completion of all work, any and all damage to the school building and grounds as a result of the work; must be restored to a condition as good as existed prior to damaging.
11. **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 alterations or changes be necessary at any time during the progress of the work or to add to or delete work, MCPS shall have the undisputed right to make such changes, additions, omissions, or alterations by written order. **An MCPS CHANGE ORDER FORM** under **APPENDIX E** must be completed and signed by both MCPS and Contractor's authorized representative as identified on the form. All Change Order Forms, Proposals and other supporting documentation relating to additional work must be supplied to the MCPS Project Coordinator within one week from the time the Change Order need is identified. No cost 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 & 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.

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

H. LATE CHARGES FOR FAILURE TO COMPLETE ON TIME

1. MCPS shall retain \$500.00 per each calendar day of delay beyond the completion date stipulated on each proposal, for the first five days. MCPS shall retain \$1,000.00 for each calendar day thereafter. The late charges shall be assessed by MCPS as a result of the late completion. This shall apply if the contractor fails to meet any specified target date as identified herein unless 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. MCPS 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 previously 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 \$45.00 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 Program (CIP) Contracting Office Supervisor will represent MCPS in the execution of this contract. No changes in contract conditions or specifications will be made without the Contracting Office Supervisor's approval and authorization by the Director of the Division of Procurement or his designee.
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 Division of Procurement;
 - g. Prepare required reports;
 - h. Approve or reject invoices for payment and submitted construction schedules;
 - i. Recommend contract modifications or terminations to the MCPS Contract Office Supervisor, and a copy to the Division of Procurement;
 - j. Issue notices to the contractor to proceed with the change orders to the project after receiving an approved revised purchase order issued by the Director, Division of Procurement or his/her designee (See section G, 1 – Change Orders).
4. The MCPS Project Coordinator **is not authorized** to make determination, as opposed to recommendations, that alter, modify terminate or cancel the contract, affect procurement, interpret ambiguities in the contract language, or waive MCPS contractual rights.

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 for contract award and change order 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. 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 believe 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. **Tarkett**

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. **Tarkett**
- 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 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

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

2. CARPET STAIR INSTALLATION

- a. **Install Tarkett's Powerbond Cushion RS flooring selected which is Asthma Allergy Friendly Certified.**
- b. **Powerbond Cushion RS can be installed without hard stair nosing and full Powerbond Cushion RS Warranty.**

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

The approved manufacturer: **Armstrong Standard Excelon Imperial Texture** or MCPS approved equal. 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 or **Tarkett Premium Slip Resistant VCT** tile. MCPS approved equal. 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.

3. **Standard Non-Through-Color Resilient Tile**

Approved Manufacturer for non-through-color VCT are: **Armstrong Iliad** and **Tarkett VCT II**.

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. **First skim coat shall include minor floor repairs to fill holes, cracks, depressions and rough area(s) shall be included in the furnished and installation prices offered. Only when a second skim coat is requested and approved, by MCPS project manager, and the entire floor space 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.
 - y. Add one box of carpet tiles to each project for future repairs.
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.

1. 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 Operations, 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-borne 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 manufactures are: Flexco Floors, Tarkett Johnsonite Baseworks Thermoset Rubber** or MCPS approved 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 Flexco Floors, Tarkett Johnsonite** or MCPS approved equivalent.

3. Rubber Stair Treads

Extruded or molded **heavy-duty** 100% rubber with slip-resistant options such as safety strip, disc, etc., rubber stair treads, 12” depth (wide), 1/4” to 1/8” tapering with slip-resistant properties and profile as requested by MCPS Project Coordinator and required for transitions, etc. All treads must include contrasting visual strips, whether grit strips are selected or not. Colors selected by MCPS Project Coordinator from manufacturer’s standard colors. **Flexco Floors, Tarkett Johnsonite**, or MCPS-approved equivalent. Furnish and install rubber stair treads, as determined by MCPS Project Coordinator. Epoxy nosing caulk must be used and treads must be tightly pressed to the structural stairs. No integrated tread-and-riser products will be considered.

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, Tarkett Johnsonite**, or MCPS approved 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 MCPS approved equal. Leveling cement must be **Ardex** or MCPS approved 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 ¼" 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.

APPENDIX A

SEE NEW MBE DOCUMENTS ATTACHED

APPENDIX B

IAC/PSCP FORM 306.2a

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

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

LEA:

PROJECT TITLE: _____

PSC NO:

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

Name of Contractor Firm

Authorized Signature

Date

NOTARIZATION

County _____ to wit:

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

As witness my hand and official seal:

NOTARY PUBLIC

APPENDIX C

STATE PROJECT IDENTIFICATION SIGN

AND INSTRUCTIONS

(2 Pages)



Wes Moore, Governor
Aruna Miller, Lt. Governor

Building Bright Futures in Maryland

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

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

Public School Construction Program

Architect: (Name of Architect)

Contractor: (Name of Contractor)

The Maryland General Assembly

Adrienne A. Jones, Speaker of the House

Bill Ferguson, President of the Senate

Board of Public Works

Wes Moore, Governor

Brooke Lierman, Comptroller

Dereck E. Davis, Treasurer

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

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

Options to be selected and inserted:

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

APPENDIX D

MCPS EMERGENCY/CRISIS PROCEDURES, SHELTER/LOCKDOWN

Emergency Preparedness Procedures

Key Points for Lockdown-Evacuate-Shelter (LES)

Lockdown

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

Persons authorized to call a Lockdown

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

Lockdown Alert – Staff Guidance

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

Evacuate

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

Fire Evacuation

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

Directed Evacuation

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

Shelter

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

Persons authorized to call a Shelter alert

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

Public Safety Shelter Alert- Staff Guidance

When the administrator announces a Public Safety Shelter alert:

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

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

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

Outside Hazardous Material Release Shelter Alert

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

Outside Hazardous Material Release Alert-Staff Guidance

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

- Announce a *Outside Hazardous Material Release Shelter Alert*
- Bring students/staff/visitors into the main building from outdoor activities
- Evacuate portable classrooms in consultation if safe to do so

- Secure/lock exterior doors and windows
- Hold students in their current locations inside the building until the best course of action can be determined
- Turn off electrical power to ensure immediate shutdown of HVAC
- Ignore fire alarm system—only in this Outside Hazardous Material Release Shelter alert.

Parent/Child Reunification

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

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

Firearms

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

Bomb Threat Assessment

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

Bomb Threats Call Trace

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

Bomb Threat Sweep/Scan

- In certain circumstances, staff volunteers may be asked to sweep/scan the facility or grounds for any suspicious items.
- A sweep/scan should be conducted in teams and only by visual means (eyes and ears only).

- If a suspicious item is discovered during a sweep/scan, evacuate to a 300-foot safe zone and notify administrator immediately.
- If a suspicious item is located, do not use a radio or cell phone in the immediate area within 25 feet in all directions.
- No suspicious item should be handled in any manner by school staff (do not touch it!).

Hazardous Material Spills

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

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

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

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

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

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

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

Activate the Outside Hazardous Material Release alert, if appropriate

APPENDIX F

**Montgomery County Public Schools
Office of Facilities Management**

OVERTIME REIMBURSEMENT AGREEMENT

Facility: _____

Contractor: _____

Description of work to be performed: _____

Date: _____

Hours Required: _____

Date: _____

Hours Required: _____

Date: _____

Hours Required: _____

Date: _____

Hours Required: _____

Date: _____

Hours Required: _____

Date: _____

Hours Required: _____

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

(Authorized Contractor Representative Approval)

(Date)

(MCPS Project Manager/Coordinator Approval)

(Date)

(MCPS Supervisor Approval)

(Date)

APPENDIX G

ASBESTOS FREE MATERIAL VERIFICATION FORM

PRODUCT TYPE: _____

MANUFACTURERS: _____

MODEL NUMBER TESTED: _____

SUPPLIER: _____

LOT/PRODUCTION NUMBER TESTED: _____

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

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

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

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

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

Contractor

Contractor Representative

Invitation to Bid #

Date

APPENDIX H
QUOTATION FORM

COMPANY NAME: _____

Bidder shall supply only one manufacturer and one price per line item. Bidder shall supply all required information for each line item. Bidder must respond by supplying prices for all items. **Failure to supply as instructed may be consider non-responsive and disqualify your bid.** DO NOT ALTER THE QUOTATION FORM IN ANY WAY!

RATES: Regular rate cost will represent work performed Monday through Friday, 6:00 AM until 6:00PM. Overtime rate will represent work performed Monday through Friday 6:00PM until 6:00AM including weekends and all MCPS holidays. **TOTAL COST COLUMN SHALL BE CALCUATED AT THE REGULAR RATE (Est. Quantities x Cost Reg. Rate).**

ITEM #	DESCRIPTION	MANUFACTURER & MODEL	ANNUAL ESTIMATED QUANTITIES	UNITS	COST REG. RATE	COST OT RATE	TOTAL COST REG. RATE
1	Conventional Carpet Furnish & Installed		20,000	Sq. Yd.			
2	Conventional Carpet Furnish Only (Bulk rolls 12' X 75')		5,000	Sq. Yd.		N/A	

QUOTATION FORM – CONTINUED (Page 2 of 12)

COMPANY NAME: _____

ITEM #	DESCRIPTION	MANUFACTURER & MODEL	ANNUAL ESTIMATED QUANTITIES	UNITS	COST REG. RATE	COST OT RATE	TOTAL COST REG. RATE
3	Carpet Tiles Furnish & Installed 24” x 24”		20,000	Sq. Ft.			
4	Carpet Tiles Furnished Only 24” x 24”		2,000	Sq. Ft.		N/A	
5	Carpet Installation 12’ Roll Labor Only (Install MCPS provided carpet)	N/A	1,000	Sq. Yd.			
6	Carpet Removal Only Labor & Disposal (Standard Procedures)	N/A	25,000	Sq. Yd.			

QUOTATION FORM – CONTINUED (Page 3 of 12)

COMPANY NAME: _____

ITEM #	DESCRIPTION	MANUFACTURER & MODEL	ANNUAL ESTIMATED QUANTITIES	UNITS	COST REG. RATE	COST OT RATE	TOTAL COST REG. RATE
7	Carpet Removal Only Labor & Disposal (That uses hot-melt or other premium grade adhesive that is beyond the standard effort to remove) As approved by the MCPS Project Coordinator prior to Performing work.	N/A	1,000	Sq. Yd.			
8	Carpet Removal Only Labor & Disposal (Include IAQ Procedures)	N/A	2,000	Sq. Ft.			
9	Carpet over Carpet Furnish & Install	Tarkett, Powerbond RS System	25	Sq. Yd.			
10	Resilient Flooring Furnish & Install (Standard)	Armstrong VCT/or MCPS approved equal	100,000	Sq. Ft.			

QUOTATION FORM – CONTINUED (Page 4 of 12)

COMPANY NAME: _____

ITEM #	DESCRIPTION	MANUFACTURER & MODEL	ANNUAL ESTIMATED QUANTITIES	UNITS	COST REG. RATE	COST OT RATE	TOTAL COST REG. RATE
11	Resilient Flooring Installation Only (Installing MCPS provided VCT)	N/A	25,000	Sq. Ft.			
12	Resilient Flooring Removal & Disposal	N/A	25,000	Sq. Ft.			
13	Resilient Flooring Furnish & Install (Slip Retardant)		1,000	Sq. Ft.			
14	Rubber Cove Base 4" Black (Dominant Color Used) Furnish & Install		10,000	Lin. Ft.			

QUOTATION FORM – CONTINUED (Page 5 of 12)

COMPANY NAME: _____

ITEM #	DESCRIPTION	MANUFACTURER & MODEL	ANNUAL ESTIMATED QUANTITIES	UNITS	COST REG. RATE	COST OT RATE	TOTAL COST REG. RATE
15	Rubber Cove Base 4” Standard Colors Furnish & Install		5,000	Lin. Ft.			
16	Rubber Cove Base 6” Standard Colors Furnish & Install		2,000	Lin. Ft.			
17	Rubber Cove Base Removal & Disposal All Sizes	N/A	15,000	Lin. Ft.			
18	Floor Resurfacing Furnish and install 1/8” Thick (Ardex or Equal)		50,000	Sq. Ft.			
19	Floor Resurfacing Furnish & Install 1/4” Thick (Ardex or Equal)		50,000	Sq. Ft.			

QUOTATION FORM - CONTINUED (Page 6 of 12)

COMPANY NAME: _____

ITEM #	DESCRIPTION	MANUFACTURER & MODEL	ANNUAL ESTIMATED QUANTITIES	UNITS	COST REG. RATE	COST OT RATE	TOTAL COST REG. RATE
20	Rubber Edge Guard, Reducer, Feature Strip and Transitions Manufacture Standard Colors Up to 2" Wide Furnish & Install		1,000	Lin. Ft.			
21	Heavy Duty, 100% Rubber Stair Tread Furnish & Install 12" Wide Various Colors and ¼" Thickness Furnish & Install		300	Lin. Ft.			
22	Heavy Duty, 100% Rubber Stair Tread Furnish & Install 12" Wide Various Colors and ¼" Thickness (w/Slip Retardant) Furnish & Install		300	Lin. Ft.			

QUOTATION FORM - CONTINUED (Page 7 of 12)

COMPANY NAME: _____

ITEM #	DESCRIPTION	MANUFACTURER & MODEL	ANNUAL ESTIMATED QUANTITIES	UNITS	COST REG. RATE	COST OT RATE	TOTAL COST REG. RATE
23	Extra Heavy Duty Radial 100% Rubber Stair Tread, 12" Wide, Manufacture Standard Colors, 5/16" Thickness, Round Profile, Furnish & Installed	Same as or equal to Flexco #500	150	Lin. Ft.			
24	Extra Heavy Duty Radial 100% Rubber Stair Tread, 12" Wide, Manufacture Standard Colors, 5/16" Thickness, Slip Retardant, Round Profile, Furnish and Installed	Same as or equal to Flexco #575	150	Lin. Ft.			
25	Stair Treads Removal & Disposal	N/A	200	Lin. Ft.			
26	100% Rubber Stair Risers Various Heights Manufacture Standard Colors Furnish and Installed		200	Lin. Ft.			
27	Stair Risers Various Heights Removal and Disposal	N/A	200	Lin. Ft.			

QUOTATION FORM - CONTINUED (Page 8 of 12)

COMPANY NAME: _____

ITEM #	DESCRIPTION	MANUFACTURER & MODEL	ANNUAL ESTIMATED QUANTITIES	UNITS	COST REG. RATE	COST OT RATE	TOTAL COST REG. RATE
28	100% Rubber Floor Tiles 1/8" Thickness, 2' x 2' Manufacture Standard Colors Furnish & Installed		100	Sq. Ft.			
29	Rubber Tiles Removal & Disposal	N/A	100	Sq. Ft.			
30	Moving Furniture as required (Hr. Rate Per Person)	N/A	150	Per Hr.			
31	Carpeting Edge Binding Furnish & Install (To be Added to Carpet Price If Required)	N/A	500	Lin. Ft.			
32	Carpet Cutting to Size as Requested	N/A	100	Lin. Ft.			
33	Moisture Vapor Emission Rate (MVER) Concrete Slab Testing	N/A	25	Ea.			

QUOTATION FORM - CONTINUED (Page 9 of 12)

COMPANY NAME: _____

ITEM #	DESCRIPTION	MANUFACTURER & MODEL	ANNUAL ESTIMATED QUANTITIES	UNITS	COST REG. RATE	COST OT RATE	TOTAL COST REG. RATE
34	Relative Humidity (RH) Concrete Slab Testing	N/A	25	Ea.			
35	Alkalinity Testing (pH Testing)	N/A	25	Ea.			
36	Gerflor Tarasafe Safety Flooring	GEO	100	Sq. Ft.			
37	Gerflor 6" Flash Coving	GEO	25	Ln. Ft.			
38	Gerflor Heal Welding Floor Seams	GEO	25	Ln. Ft.			
39	Gerflor Heat Welded Inside or Outside Corners Various Heights	GEO	25	Ea.			
40	TOTAL COST FOR ITEMS 1 THRU 39 <u>(UTILIZING REGULAR RATE COLUMN ONLY)</u>						\$

QUOTATION FORM - CONTINUED (Page 10 of 12)

COMPANY NAME: _____

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

YES _____ NO _____

- **HAS THE BIDDER PERFORMED THEIR PRELIMINARY RESEARCH IN IDENTIFYING MINORITY BUSINESS ENTERPRISE PARTICIPATION AND INCLUDED WITH THEIR BID SUBMISSION THE COMPLETED CERTIFIED MINORITY BUSINESS ENTERPRISE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT AND THE MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE?**

YES _____ NO _____

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

YES _____ NO _____

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

YES _____ NO _____

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

YES _____ NO _____

QUOTATION FORM - CONTINUED (Page 11 of 12)

COMPANY NAME: _____

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

YES _____ NO _____

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

YES _____ NO _____

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

YES _____ NO _____

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

YES _____ NO _____

QUOTATION FORM – CONTINUED (Page 12 of 12)

COMPANY NAME: _____

- **HAS BIDDER COMPLETED CONTRACTOR OBLIGATION REGARDING CRIMINAL RECORDS OF INDIVIDUALS ASSIGNED TO WORK AT MCPS PROPERTIES AND FACILITIES?**

YES _____ NO _____

CHECK OFF LIST FOR MANDATORY BID SUBMITTAL

Mandatory Submittals Check List:

- _____ **Signed Invitation for Bid**
- _____ **Quotation Form (Pages 1 - 12)**
- _____ **Addendums(s) and Erratum(s) (If any, contractor is responsible to confirm)**
- _____ **MBE Attachment D1 through D10**
- _____ **State of Maryland Construction Business Licenses**
- _____ **Letter of Certification from Manufacturer**
- _____ **Statement of Experience**
- _____ **References**
- _____ **Bid Security Letter**