

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

**INVITATION TO BID # 9364.8  
LINE PAINTING OF ASPHALT PARKING LOTS AND PLAY AREAS  
AT VARIOUS FACILITIES**

**GENERAL CONDITIONS AND SPECIFICATIONS**

**I. GENERAL CONDITIONS**

**A. SCOPE**

The work includes performing line painting of asphalt parking lots, play areas, and removing paint from existing painted curbs, at various facilities throughout Montgomery County Public Schools (MCPS) as requested. The successful contractor shall be required to visit various locations throughout Montgomery County Public Schools as requested to develop proposals.

**B. INTENT**

1. It is the intention of these specifications to secure from a bona fide painting contractor all-inclusive unit prices to fully cover all required materials and labor for striping of asphalt parking lots and playground areas as specified herein. The awarded unit prices will be used to develop project proposals for various locations as requested by MCPS. **Successful Contractor will be required to submit the Asbestos Free Verification Form as applicable and required herein. See General Conditions Section L and APPENDIX I.**
2. **Bid prices offered shall be all-inclusive including, but not limited to labor, equipment and miscellaneous materials to satisfy all specification requirements. All costs shall be included in the bid prices submitted.** All work shall be performed in accordance with the latest applicable laws, codes, and regulations of the various regulatory bodies of the State of Maryland, with particular attention to ADA codes, Federal/Local Governments, and all other boards or departments having jurisdiction. These regulations and standards will be further considered a part of these specifications and conditions. The bidder shall furnish and install any additional items required by the same, whether or not particularly shown or 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 bidder submitting the most favorable offer with consideration being given to any

previous performance for the Board of Education as to availability and 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 are contingent upon the 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 award contractor(s).

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

#### D. SITE INSPECTION

The successful Contractor shall inspect the work area and use the scope of work to take measurements, and develop proposals based on awarded unit prices. If requested by the MCPS Project Coordinator, a drawing of the project layout shall be submitted with the proposal identifying where the work will be performed. The Contractor must report to the main office to contact the MCPS 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 tasks, punch-out work, etc. Project proposals shall be submitted within five workdays after site inspection to the MCPS Project Coordinator. **Late charges will be deducted for failure to meet any target dates without 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 Project site from the start of the project until completion in order to satisfy the schedule. MCPS expects the work to proceed uninterrupted concerning labor and material availability. The Contractor shall inventory materials as they are received from the manufacturer and not wait until work has started 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 5:59 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 (6:00 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. **CONTRACT TERM**

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

## G. **QUANTITIES**

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

## H. **PROVISION FOR PRICE ADJUSTMENT**

1. Price increase will not be considered for the first year (12) months of the contract. Thereafter the successful bidder(s) 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 a price increase shall be honored at the original contract price.

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

**I. NON-PRE-PRICED ITEMS**

The bidder will be required to secure three written quotations from MCPS and bidder agreed upon sources. If it is determined that the item/service will be required on a repetitive basis, MCPS and the bidder will negotiate a profit margin utilizing industry standards such as R.S. Means' etc. to add the item as a firm fixed price item throughout the term of the contract. The change order section herein will be utilized for items and services that are outside the contract requirements and anticipated as one-time purchases.

**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 due 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 the Contractor's final invoice for payment.
2. Warranty shall provide for the replacement of defective materials plus installation and labor. Any warranty claim made by MCPS prior to the expiration of said warranty shall be satisfied although the warranty has subsequently expired. Failure of a 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 or model number.

#### M. GENERAL 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
- Roofing System Components e.g. BUR Asphalt, Felts, Cap Sheets, Shingles, etc.
- Spackle
- Toilet Partitions
- Window Glazing

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

The Contractor shall provide required laboratory analysis report(s) and a completed "Asbestos Free Material Verification Form" herein (see **APPENDIX I**) **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.

N. **DESCRIPTIVE LITERATURE**

The apparent successful bidder(s) may be required to furnish, **within two working days** after bid opening, sufficient detailed information regarding the 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 an item and attached on separate pages of a brochure. The Bidder shall show the manufacturer's code and catalog numbers of the item(s) offered. The cover of the brochure shall contain:

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

O. **DEVIATIONS**

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

**P. SURETY LETTER**

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

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

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

**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

a) Quotations are to be entered on the Quotation Form supplied in **APPENDIX J. 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](mailto: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 5% 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.

5. Statement of Experience and Letter from Manufacturer

The bidder shall provide a statement of experience and a letter from Asphalt Manufacturer to confirm they are 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.**

6. References

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

7. Bid Security

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

**R. 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 project as it is a valuable resource for upcoming bid notifications for municipalities throughout Maryland.



**S. MULTI-AGENCY PARTICIPATION**

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

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

**T. 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, Maryland 20850, or email to [Stephanie\\_J\\_Dorah@mcpsmd.org](mailto:Stephanie_J_Dorah@mcpsmd.org) and [Procurement@mcpsmd.org](mailto:Procurement@mcpsmd.org). Questions must be received no later than four business days before bid opening for the bidder to receive a reply before submitting its bid. The Board of Education will not be responsible for any oral or telephone explanations or interpretations. **Bidder contact with any other MCPS employee regarding this solicitation until the contract is awarded by the Board of Education will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its bid.** The MCPS Division of Procurement website address is <http://www.montgomeryschoolsmd.org/departments/procurement/vendors.aspx>, for the Division of Procurement.

Subsequent to the award if the contractor finds any discrepancy or omission and has questions of MCPS's intent, prior to performing work, they shall notify the MCPS Project Coordinator in writing 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 Program Contracting Supervisor.

**U. REFERENCES**

Bidders shall provide three references with their bid submission. The references shall have the company name, contact person, address, and phone number of three current customers for

which a contract for a similar size and type of project has been provided. If the reference information is not accurate and MCPS cannot contact the person(s) named then your bid may not be considered. MCPS may request additional references. **Note: ALL BIDDERS must provide references, other than MCPS, including bidders currently engaged in business with MCPS.**

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

V. **AWARD CRITERIA**

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

W. **SPECIAL CONDITIONS**

1. Audit Provisions – MCPS shall have the right to examine the successful bidder records pertaining to work performed under the contract to determine and verify their compliance with all contractual conditions. MCPS shall be granted access to such records at all reasonable times during the contract period and for three years thereafter.
2. Contingent Fee – The successful bidder hereby represents that they have not retained anyone to solicit or secure this contract from MCPS upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bonafide employees or bonafide 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 except as expressly authorized in writing by MCPS and no contract shall be made by the successful bidder with any other party for furnishing any of the work or services herein contracted for without the written approval of MCPS.
4. Disputes. Any dispute concerning a question of fact arising under this contract shall be disposed of by written agreement between the Contractor and the MCPS Contracting Officer. The Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the contract performance.

**X. WORK-BASED LEARNING FOR EMPLOYERS**

In an effort to build a robust program to offer students work opportunities through apprenticeships and internships, MCPS partners with employers to find talented youth for high demand careers. MCPS trains and supports youth employees for your organization so you can help our talented youth move into careers that support your business.

Please acknowledge below your interest in partnering with MCPS and the [work-based learning program](#). If you are not interested in participating in this program, it **does not impact the award** of this bid favorably or negatively.

**Yes, I am interested in partnering** \_\_\_\_\_

If yes, please complete the information in the following link and someone will contact you with more information:

[MCPS Employer Interest Form](#)

**No, I am not interested in partnering** \_\_\_\_\_

**Y. Contractor's Obligation Regarding Criminal Records of Individuals Assigned to Work in MCPS Facilities**

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 an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of or pled guilty or nolo contendere to a crime involving:

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 the award of a contract, documentation confirming that its direct employees and those of any subcontractors and/or independent contractors assigned to perform work in an 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 workforce 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 workforce must undergo a criminal background check, including fingerprinting if the individuals will work in an MCPS school facility in circumstances where they have direct, unsupervised, and uncontrolled access to children. The term "workforce" in this and the preceding section refers to all of the contractor's direct employees, subcontractors and their employees, and/or independent contractors and their employees that the contractor uses to perform the work required by the contract.

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

The contractor must take appropriate steps to promptly follow up on information identified in the criminal background check related to the sexual offenses, child sexual abuse offenses, and crimes of violence enumerated above, as well as any information regarding offenses involving the 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 an 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 workforce may not begin work in an 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 an 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 the 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.

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

1. MCPS reserves the right to convene a meeting with the apparent low bidder before awarding a contract. The purpose of this meeting is to allow all parties an opportunity to discuss any aspects of project and contract execution, which may be of concern for the successful and timely completion of the project.
2. Documents required elsewhere in this specification, such as service and warranty agreements, construction schedule, and schedule of values shall be presented at this meeting for review by MCPS staff.
3. Issues raised during this meeting which cannot be resolved to MCPS's 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. The Performance Bond shall be executed using the modified A312. Payment and Performance Bonds. The Payment Bond shall executed using AIA Document A312.
2. Upon receipt of the Award Notification letter, the successful bidder shall deliver to MCPS within five working days, security requirements which are:  
  
Performance and Payment Bonds – Bonds are required for contract in excess \$50,000.00. The bidder shall provide a bond in the amount of the total contract value, or for \$100,000.00, whichever is less. Additional Bonds may be required for project(s) exceeding \$100,000.00; MCPS will pay the direct cost for said additional bonds; this cost shall be included in the proposal.
3. If bond(s) are to be used for contract security, the cost of the bond(s) shall be borne by the Contractor. **Note: Failure to supply the contract securities as specified will be considered non-responsive and disqualify your bid offer.**

**C. POST BID SUBMISSIONS**

1. In addition to licenses required with the bid response, the apparent low bidder may be required to supply **within 48 hours** after MCPS requests, applicable business and Contractor's licenses, master licenses for trades appropriate for work to be performed, and/or company financial statements, etc., as required to allow MCPS Contractor evaluation. **Failure to supply documents as specified may disqualify your bid documents.**

## 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 a reasonable objection to any of the proposed sub-contractors. Failure of MCPS to an objection to any proposed sub-contractor shall constitute notice of no objection. Each sub-contractor may be required to furnish to MCPS, in duplicate, proof of their financial stability and experience to perform the particular work for which they will be engaged. All contractual agreements between the Contractor and their Sub-Contractors shall be written, unamended, on the Standard Form of Agreement between Contractor and Sub-Contractor, AIA Document A401 (most recent Edition). Upon request, the Contractor shall supply copies of this contract to MCPS **within five 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., failures 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. Since state funds may be involved in a future project(s) performed under this bid” **bidders must review the new state revised MBE Procedures carefully to ensure compliance**”. There is a 5% MBE goal set for this bid. On future state-funded project(s) that may be performed under this bid, that exceeds \$50,000, a new MBE goal may be established based on the scope and size of the work. The bidder may be required to solicit MBE participation, which will include providing revised Certified MBE Utilization and Fair Solicitation Affidavit (Attachment A) and the MBE Participation Schedule (Attachment B) along with other required MBE forms that may be applicable. Bidders are always strongly encouraged to make a good faith effort to solicit Certified Minority Business participation to provide materials, supplies, equipment, and/or service whenever possible at any time before bidding or throughout 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. A Current listing of MBE Certified Contractors can be obtained at [http://mbe.mdot.stae.md.us/directory/search\\_select.asp](http://mbe.mdot.stae.md.us/directory/search_select.asp).
4. Submit Evidence of Insurance
    - a) Insurance

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

The Montgomery County Board of Education shall be named as an additional insured on all liability policies.
    - c) Policy Cancellation/Certificate Holder
      - (1) Sixty days of 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 the 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 in a timely fashion.
    - b. On state-funded projects a completed State of Maryland, **CERTIFIED MINORITY BUSINESS ENTERPRISES 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.

Partial payment invoices shall be accompanied by a schedule of values allocated to various portions of the work (similar to AIA Document's G702 & G703). This schedule, unless objected to by the MCPS Project Coordinator, shall be used as a basis for reviewing the Contractor's application for partial payment.

#### 6. Permits & Inspection

The Contractor shall obtain all required permits, including electrical and plumbing permits, pay all fees, and certify that other required permits have been obtained prior to commencing work. This includes, but is not limited to, the Contractor securing permits on behalf of MCPS and scheduling of inspections as required by Federal, State, and County authorities. The Contractor shall provide the services of Maryland licensed civil and structural engineers as required to develop drawings to secure a 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.

The Contractor is responsible for determining the permitting jurisdiction that has authority and what permits are required such as Montgomery County Government, City of Rockville, City of Gaithersburg, and Town of Poolesville, etc.

#### **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 CONSTRUCTION PROGRAM FUNDED 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

(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](mailto:Christiane.mayne@maryland.gov), website [www.mce.md.gov](http://www.mce.md.gov). The current price from Maryland Correctional Enterprises for this sign is \$583.00 with a 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 its original condition upon the completion of the contract. It will be an 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 at all times.
2. The Contractor must provide to the MCPS Project Coordinator cellular telephone numbers and Email addresses of project managers to allow for day-to-day direct communications.
3. Work to be completed in a timely workmanlike manner; fumes, odors, materials, and work procedures will be controlled to protect occupants and property from harm and damage.
4. The Contractor shall furnish the services of an experienced supervisor, who shall be in charge of the work and provide direction to the crew at all times.
5. The Contractors and employees:
  - a. 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 is 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 left safe at all times; the area shall be left clean and ready for use at the end of each work day. The Contractor must 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](mailto: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 Standard must be followed.
10. Field measurements are required.
11. Upon completion of all work, repair lawns, landscaping, fences, roads, curbs, sidewalks, parking areas damaged as a result of the work; restoring damaged items to a condition as good as existed before damaging. Damaged lawns shall be Hydro-seeded or re-sodded; damaged shrubs and trees shall be replaced.
12. **Failure to perform in accordance with MCPS specifications, drawings, and industry standards may result in the Contractor being removed from the approved vendor list to receive future Invitations to Bid for up to 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. 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 increases to contracts will be paid without a complete Change Order Form. Approved Change Orders do not automatically revise completion dates. It is the Contractor's responsibility to provide a written request for an extension,**

with an explanation of justification as they deem necessary. Using approved change orders as the rationale for not completing on time will not be accepted without a written 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/or materials shall remain in place at no cost to MCPS. This shall be solely at MCPS' discretion.

2. The allowable, "all-inclusive" mark-up for combined supervision, overhead, bonds, fringe benefits, union fees, small equipment, tools and profit for work performed by the prime Contractor will be based on the monetary value of the work not to exceed the following rates:

<u>Value of Work</u>	<u>Combined Overhead &amp; Profit</u>
\$0 - \$1,000	20%
\$1,001 - \$4,999	18%
\$3,001 - \$9,999	16%
\$6,001 - \$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 all-inclusive cost for combined supervision, overhead, bonds, fringe benefits, union fees, small equipment, tools, and profit for labor, materials.

3. The Contractor shall furnish supporting documentation with all Change Order requests for all credits and/or extras. At a minimum, change order requests shall include a description of the work, detailed material lists, costs of materials (actual Contractor costs, not list prices), man-hours, and rates. The Contractor shall not use any sub-contractors that are not willing to provide itemized proposal as required by MCPS. The same material costs, man-hours and 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 calendar day of delay beyond the completion date stipulated on each approved 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 an extension has been granted by MCPS.
2. Failure to complete the work within the time specified will entitle MCPS to late charges. These charges will be deducted and retained out of any monies due to the Contractor under this contract for the sum stated in the above paragraph for each calendar day required to complete the work beyond the agreed-upon and documented completion date. This includes Saturdays, Sundays, and Legal Holidays.
3. If necessary to reach a proper stopping place in any portion of work or to complete work within the contract time limit, the Contractor shall work overtime both their forces and

the forces of their Sub-Contractors, without additional cost to the contract price. The Contractor shall be responsible for all incidental costs in connection with such overtime work including, but not limited to, MCPS building service staff overtime required.

4. If work falls behind schedule, as determined by the MCPS Project Coordinator, the Contractor shall provide, at their own expense, additional labor and/or equipment, overtime pay, etc., as required to overcome delays including, but not limited to, MCPS building service staff overtime as required.
5. The MCPS Contract Officer will review requests for extension of completion time due to strikes, lack of materials, and/or any other condition, over which the Contractor has no control. A Written application for extension shall be made immediately upon the and quality; occurrence of conditions that, in the opinion of the Contractor requires such an extension, with reason clearly stated and a 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 harming 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 after the work will not be an acceptable reason for requesting a contract extension. No time extension will be allowed except by final written approval from the MCPS Contract Officer. No requests for an extension due to weather conditions will be considered unless accompanied by documentary evidence supplied by the Weather Bureau showing, by comparison, that such weather suffered is abnormal to any of the past five years as recorded by the Weather Bureau. **No request for extension will be considered by MCPS if received from the Contractor after the previously agreed completion date has passed. Late charges will be automatically deducted.**

#### **I. CONTRACTOR'S OVERTIME PROCEDURE**

If the Contractor chooses to work overtime for any reason and secures MCPS approval to do so, the Contractor shall be responsible for any associated costs including MCPS building service staff, etc. The average building service staff overtime rate is \$45.00 per hour depending on the individual working. This rate is estimated and could either be more or less than the quoted overtime rate. All overtime work must be requested **in writing** to the MCPS Project Coordinator, at least 48 hours in advance. This will allow MCPS staff sufficient time to coordinate the required building service staff participation. The Overtime Reimbursement Agreement **APPENDIX F** must be completed and signed by MCPS and the Contractor **before** the 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 (CIP) Contracting Office Supervisors will represent MCPS in the execution of this contract. No changes in contract conditions or specifications will be made without the Contracting Office Supervisor approval and authorization by the Director of the Division of Procurement or his designee.

2. After the award the MCPS Project Coordinator will be assigned, who will handle day-to-day operation and installation coordination. Scheduling work on-site after an award of a 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
  - d) Serve as record's custodian for this contract;
  - e) Accept or reject the Contractor's performance and submitted construction schedules;
  - 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;
  - i) Recommend contract modifications or terminations to the MCPS Contract Officer;
  - 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 any determination that alters, 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 the MCPS Project Coordinator **in writing** that the work is ready for punch-out inspection. The 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 line marking asphalt shall be completed and all areas shall be clear of construction materials and debris.

- b) During the punch-out inspection, the following shall be present
    - 1) Authorized representatives of MCPS
    - 2) Contractor
  - c) Upon completion of a punch-out inspection, a written punch list will be prepared by the Contractor and submitted to MCPS within five days.
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 Contractor's failure to complete the punch-out items will result in deductions of costs incurred by MCPS for such inspections from the Contractor's final invoice.
  3. The Contractor shall notify the MCPS Project Coordinator **in writing** for a final inspection once all related punch list items have been 100% completed. All punch-out and final inspections shall be performed well in advance of the completion date to allow for corrections. **Late fees shall accrue until all punch list items are 100% complete.**
  4. The Contractor shall provide written warranty statements indicating the start and end of warranty dates to be signed by both the Contractor and MCPS. The starting date shall be the date the final invoice for payment to the Contractor is approved and signed by the MCPS Project Coordinator.

#### L. QUALITY ASSURANCE

##### 1. Installer Qualifications

The successful contractor shall perform all work following the manufacturer's instructions/procedures and MCPS specifications herein. All Contractor(s) responding to this contract shall be bonafide asphalt line painting contractors who have been in business and have been regularly engaged in the type of work, which is specified herein, for a minimum of five years. **Work performed under this contract shall be performed with bonafide, full-time employees of the successful Contractor whenever possible. If part-time Sub-Contractors are used, they must be pre-approved by the MCPS Project Coordinator. Appropriately licensed trade persons shall perform all trade work. A copy of these licenses must be submitted to MCPS before performing any work.**

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

These specifications are intended to cover the requirements for line painting of asphalt parking lots, play areas, exterior basketball backboards and posts, and removal of yellow painted curbs as required at various MCPS facilities on an as-needed basis. The line painting may be on new or existing asphalt or Concrete. The Typical line painting dimensions and layouts are supplied herein under **APPENDIX G and APPENDIX H**. However, MCPS may elect to modify the layout or develop new layouts as required to meet the needs of MCPS. The cost to layout **new** lines for parking lots, play areas, painted curb removal etc., shall be calculated as a separate line item as indicated on the Quotation Form.

**B. EXECUTION**

Painting products shall be applied in strict accordance with manufacturer instructions and industry standards about the preparation of surfaces, environmental conditions, and applications.

**C. GENERAL**

Typical requirements for line painting of asphalt.

1. Line painting of asphalt parking lots:
  - a. Includes painting of centerlines, stop lines, parking spaces, handicap accessible parking spaces, van accessible spaces, cross-walks, cross-hatching in cross-walks, directional arrows, and painted channelization islands, etc.
  - b. Preparing surface as required by manufacturer's application instructions, allowing required time for curing of new asphalt.
  - c. Painting designated artwork i.e., logos, lines, numbers, alpha letters, arrows, etc. All artwork shall be calculated at the square foot or each price identified on the Quotation Form.
2. Line painting of asphalt play areas:
  - a. Includes painting of layouts as specified by the MCPS Project Coordinator.
  - b. Preparing surface as required by manufacturer's application instructions, allowing required time for curing of new asphalt.
  - c. Painting designated artwork i.e., logos, lines, numbers, alpha letters, etc. All artwork shall be calculated at the square foot or each price identified on the Quotation Form.
3. Paint Removal on Curbs:



- a. Includes removal of existing yellow painted curbs. This item will be calculated on a linear foot price and identified as a line item.
4. All materials must be applied and specifically designed for the application as recommended by the manufacturer. **The paint for lines shall be lead-free acrylic latex paint** is recommended for this use by the manufacturer. Lines shall be accurate, straight, and with sharp edges and applied using up-to-date industry equipment and procedures. **All paint markings must be applied commercially using spray type equipment and stencils specifically manufactured for this purpose. "NO ROLLER APPLIED STRIPPING WILL BE ALLOWED FOR PARKING LOTS OR PLAY AREAS".**

#### D. SUBMITTALS

The Contractor must supply Material Safety Data Sheets (MSDA) to the MCPS Project Coordinator for all chemicals i.e., paint, etc., as appropriate **prior to use.**

#### E. APPROVED PAINT MANUFACTURERS

1. **Sherwin-Williams/Duron Company**
2. **The Glidden Company**
3. **PPG Industries Pittsburgh Paints**
4. **Pratt & Lambert**
5. **M.A.B. Paints**
6. **McCormick Paint Works Company**
7. **Benjamin Moore**
8. **Devoe**
9. **Martin Senour**

#### F. TYPICAL ASPHALT PAINTING GUIDELINES FOR PARKING LOTS

##### 1. Surface Preparation

Prepare surface as required by manufacturer's instructions, i.e., curing of new asphalt, sweeping and cleaning the surface with commercial type blowers to eliminate loose material and dust.

##### 2. Paint Products

Use MCPS approved manufacturer's traffic acrylic latex paint products specific for application adhering to manufacturer's instructions.

##### 3. Approved Colors

- a. All paving painting lines, directional arrows, and crosswalks shall be **white with the exception of temporary parking lines in the bus loop.**
- b. Temporary parking lines in Bus loops are to be Blue
- c. Channelization islands should be painted **white.**
4. MCPS may alter typical parking lot painting layouts, i.e., chevron parking, etc., as required to accommodate MCPS requirements.
5. Do not apply paint until layout and placement have been verified and approved by the MCPS Project Coordinator. Non-MCPS approved layouts that are applied may need to be removed and reapplied at the discretion of the MCPS Project Coordinator and the Contractor's expense.
6. Dimensions and Placement Requirements
  - a. All pavement-painting lines shall be 4" wide.
  - b. Center lines shall be double spaced 4" apart.
  - c. Stop lines shall be a minimum of 18" wide on-site and 24" wide at the intersection of a public street. These items will be Thermoplastic heat applied.
  - d. Parking spaces (90°) shall be 18' long and normally 9' wide. Wider spaces may be used as directed. Minimum width of 8.5' shall be typically used or as instructed by the MCPS Project Coordinator.
  - e. "Accessible parking spaces" shall consist of one 8' wide parking space separated by a 5' wide cross-hatched space followed by another 8' wide space (equivalent to two adjacent 10.5' wide spaces).
  - f. "Van-accessible" spaces shall be separated by an 8' wide crosshatched space.
  - g. Crosswalks shall be a minimum of 6' wide and a maximum of 10' wide. Crosswalks shall be aligned with depressed curbs or sidewalks and/or indicate the desired path from "accessible parking spaces" to the sidewalk destination. These items are to be Thermoplastic heat applied. Thickness is to be 125 mil. See attached drawing for layout.
  - h. All directional arrows shall be 3' wide and 5' long and placed in the center of the lane being controlled and at the point of a potential incorrect entry. For long aisles, additional directional arrows may be required. These items are to be Thermoplastic heat applied. Thickness of 125 mil. The body of the arrows are to match or exceed existing as much as possible.
  - i. Painted channelization islands shall be at least 4' wide.
  - j. **See diagram APPENDIX G for striping details.**

**G. TYPICAL ASPHALT PAINTING GUIDELINES FOR PLAY AREAS**1. Surface Preparation

Prepare surface as required by manufacturer's instructions, i.e., curing of new asphalt, sweeping and cleaning the surface with commercial type blowers to eliminate loose material and dust.

2. Paint Products

Use MCPS approved manufacturer's traffic acrylic latex paint products specific for application adhering to manufacturer's instructions.

## 3. Do not apply paint until layout and placement have been verified and approved by the MCPS Project Coordinator. Non-MCPS approved layouts that are applied may need to be removed and reapplied at the discretion of the MCPS Project Coordinator and at the Contractor's expense.

4. Typical line/game layouts are shown on the drawings under **APPENDIX H**. Other lines/game layouts may be selected to meet MCPS requirements and will be priced using the individual lineal foot item prices offered.5. As requested by MCPS, play areas may require black-out coating of the entire asphalt play area or identified sections. A Gilsonite sealer will be used for this purpose. The **only** MCPS approved product for black-out coating is **Seaboard #LN-11 Equinox Asphalt Gilsonite Driveway Sealer**. The Contractor shall perform all required preparation tasks as identified in the manufacturer application instructions. The Contractor shall install temporary safety fencing as requested with signage to prevent foot traffic during drying time.**H. NEWLY INSTALLED ASPHALT**

The Contractor shall allow new asphalt appropriate curing time as instructed by the paint manufacturer's instructions or as approved by the MCPS Project Coordinator before proceeding with the painting of the line painting. The Contractor shall coordinate the work with the MCPS Project Coordinator.

**I. EXTERIOR BASKETBALL EQUIPMENT PAINTING**1. Surface Preparation

Prepare surface as required by the paint manufacture instruction such as scraping, sanding, cleaning, and spot priming as necessary to ensure durability and longevity of the finish.

2. Paint Product

Use MCPS approved manufacture industrial grade, exterior primer, and paint with a rust inhibitor such as **McCormick, Coat All or Duron, DuraClad or equal**. Basketball backstops shall be bright white, poles shall be safety orange. MCPS Project Coordinator shall approve all colors.

**J. THERMOPLASTIC LINES AND ARROWS**

1. Approved Manufacturer

- a. PreMark by **Flint**
- b. Stamark 270ES Tape by **3M**

2. Heat Applied Material

All preformed thermoplastic pavement markers shall have a minimum of 125-mil thickness and shall be designed for low to medium traffic locations. The material shall have no minimum installation temperature requirements for the surface and no required pre-heating of the surface before installation. The material shall include slip and skid resistance and comply with all state and federal highway requirements. Preformed thermoplastic material shall meet the applicable shapes and sizes as outlined in the “Manual on Uniform Traffic Control Devices for Streets and Highways.

3. Pressure Applied Material

The preformed markings shall be capable of being adhered to all asphalt cement concrete and Portland cement pavement surfaces by a pre-coated pressure sensitive adhesive. The minimum thickness of the preformed material is 0.02 inch (.508mm) at the thinnest portion of the cross-section. Preformed thermoplastic material shall meet the applicable shapes and sizes as outlined in the “Manual on Uniform Traffic Control Devices for Streets and Highways.” The markings should conform to retro reflectance values as measured in accordance with the testing procedures of ASTM D4061. The material surface shall provide an initial average skid resistance value of at least 45 BPN when tested according to ASTM E303. The preformed patterned markings shall consist of white or yellow films with pigments selected and blended to conform to standard highway colors. Glass beads shall be incorporated to provide immediate and continuing retroreflection. After application, the markings shall be immediately ready for traffic. The bidder shall identify proper surface preparation adhesives (where necessary) to be applied at the time of application, all equipment necessary for proper application, and recommendations for the application that will assure effective product performance. The material shall be suitable for use for one year after the date of receipt.

**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)***

### ***2011-2012***

#### ***Shelter***

#### ***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

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

##### **Persons authorized to call a Shelter alert**

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

##### ***Public Safety Shelter Alert- Staff Guidance***

*When the administrator announces a Public Safety Shelter alert:*

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

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

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

##### ***Outside Hazardous Material Release Shelter***

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

## ***Outside Hazardous Material Release Alert-Staff Guidance***

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

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

### ***Parent/Child Reunification***

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

- Identify parents (using ID)
- Identify student location in the school or PCR location, sign out the 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.

\_\_\_\_\_  
(MCPS Representative Approval) (Date)

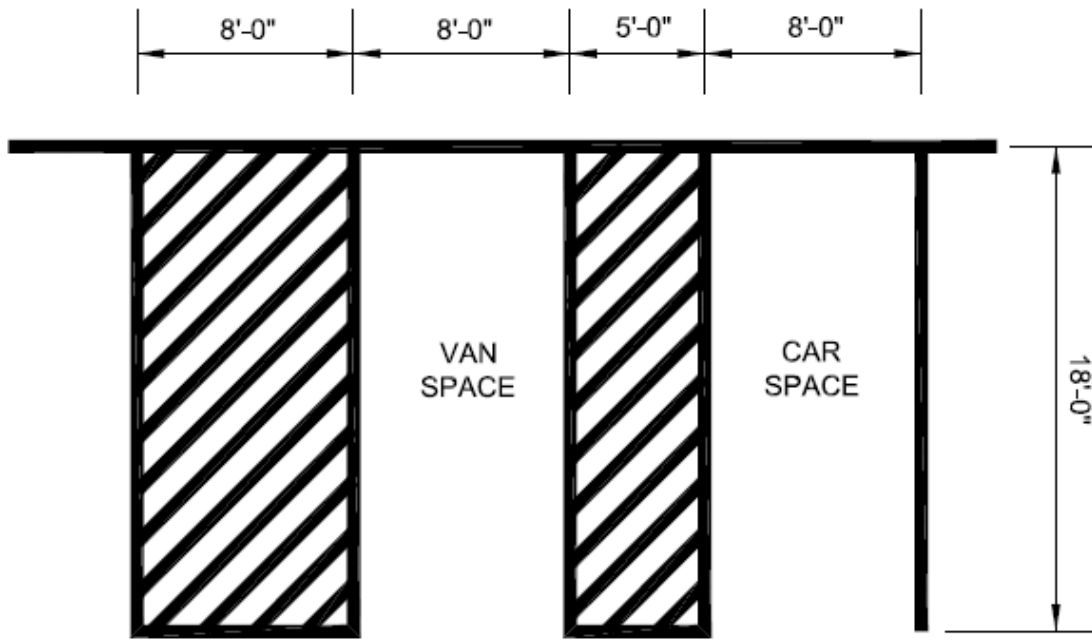
\_\_\_\_\_  
(Authorized Contractor Representative Agreement) (Date)

\_\_\_\_\_  
(MCPS Contract Officer Approval) (Date)

**APPENDIX G**

**TYPICAL PARKING LOT STRIPPING DIAGRAM**

**(1 Page)**



**APPENDIX G**

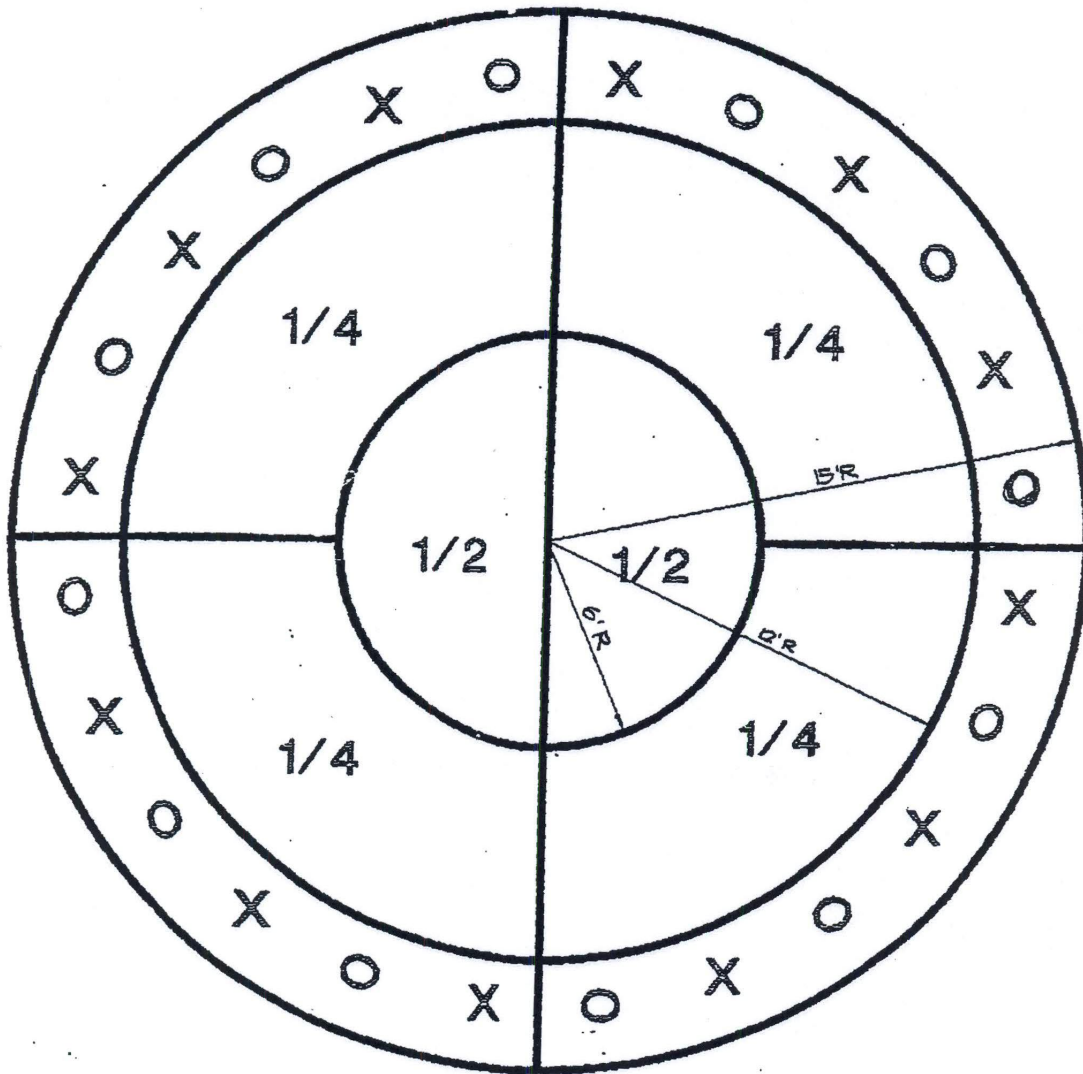
**TYPICAL CROSSWALK DETAIL**

**SEE ATTACHED**



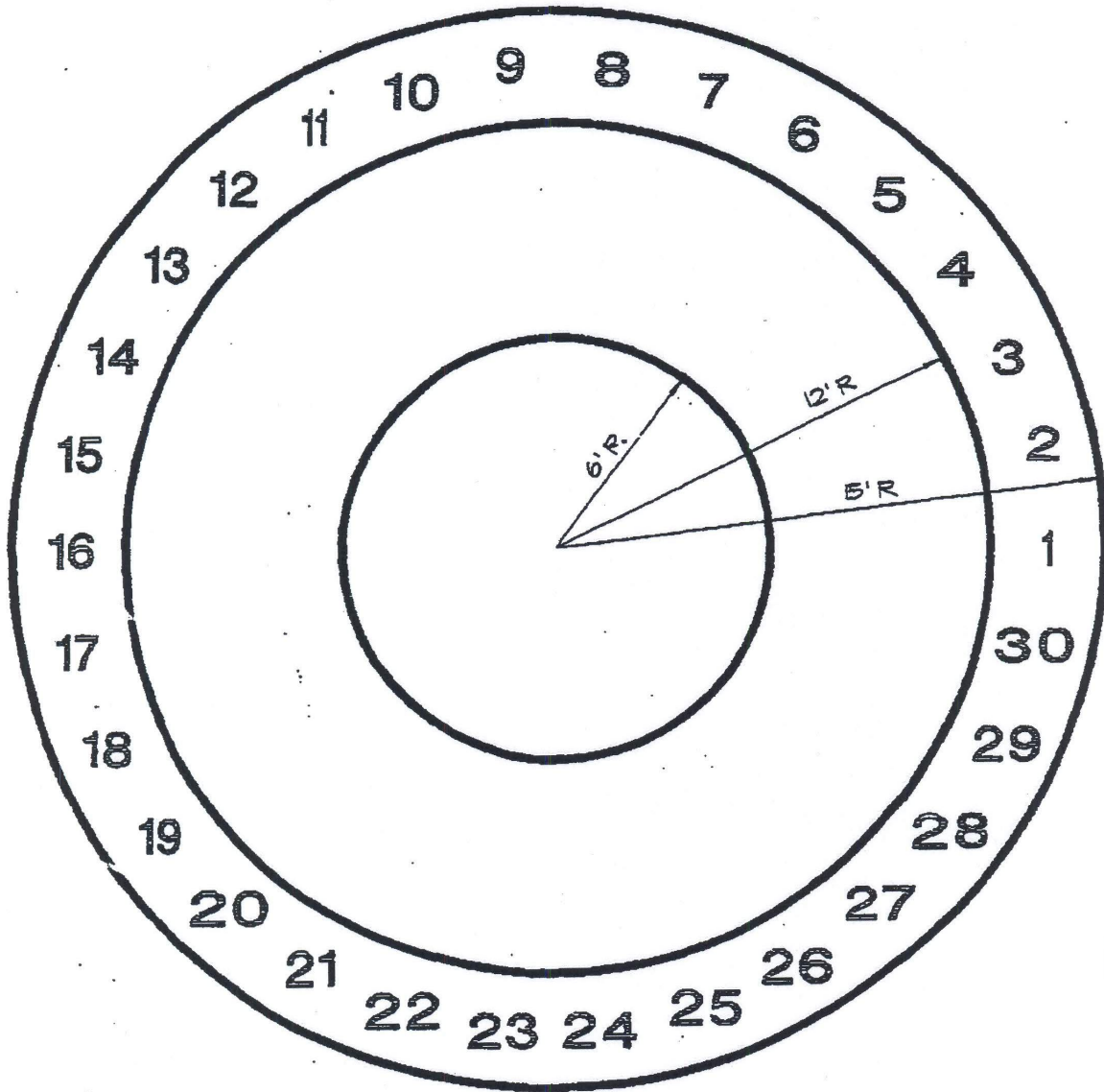
**APPENDIX H**

**TYPICAL PLAY AREA PAINTING DIAGRAMS**



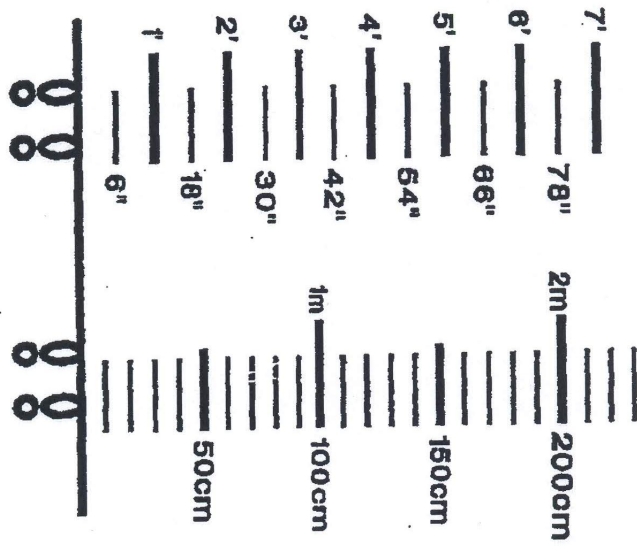
PRIMARY STRIPING PLAN - ITEM 1

$1/4" = 1'-0"$



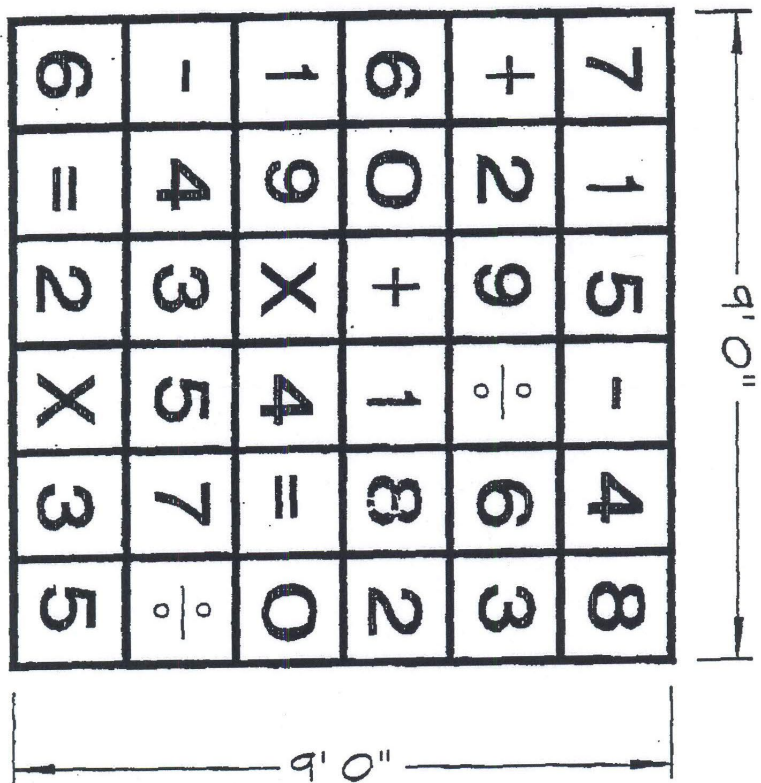
PRIMARY STRIPING PLAN - ITEM 2

1/4" = 1'-0"

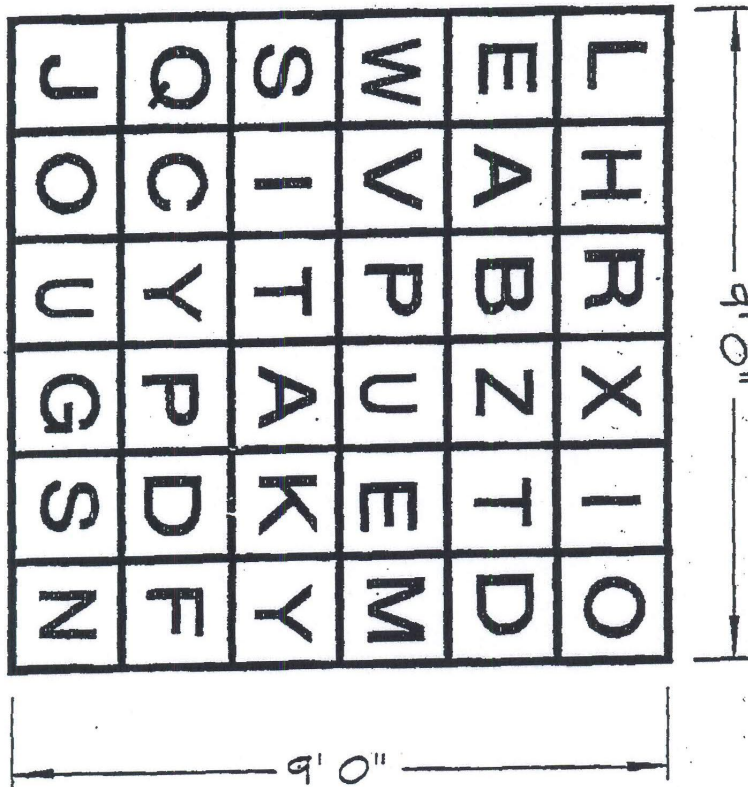


PRIMARY STRIPING PLAN - ITEM 3

1/2" = 1'-0"



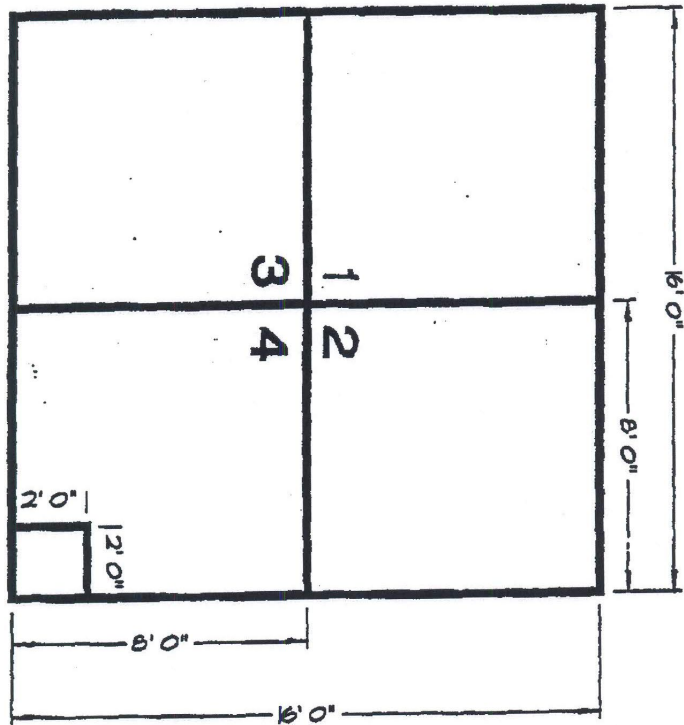
PRIMARY STRIPING PLAN - ITEM 4  
1/2" = 1'-0"



PRIMARY STRIPING PLAN - ITEMS  
1/2" = 1'-0"

APPENDIX

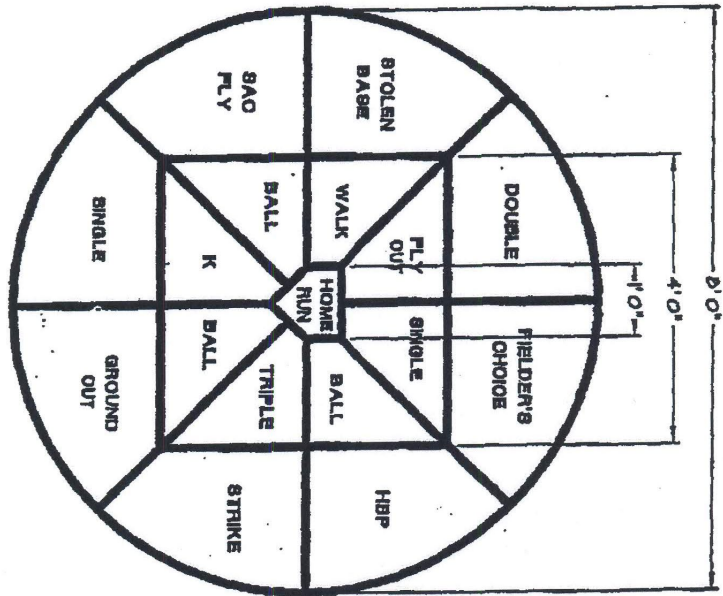




PRIMARY STRIPING PLAN - ITEM 1

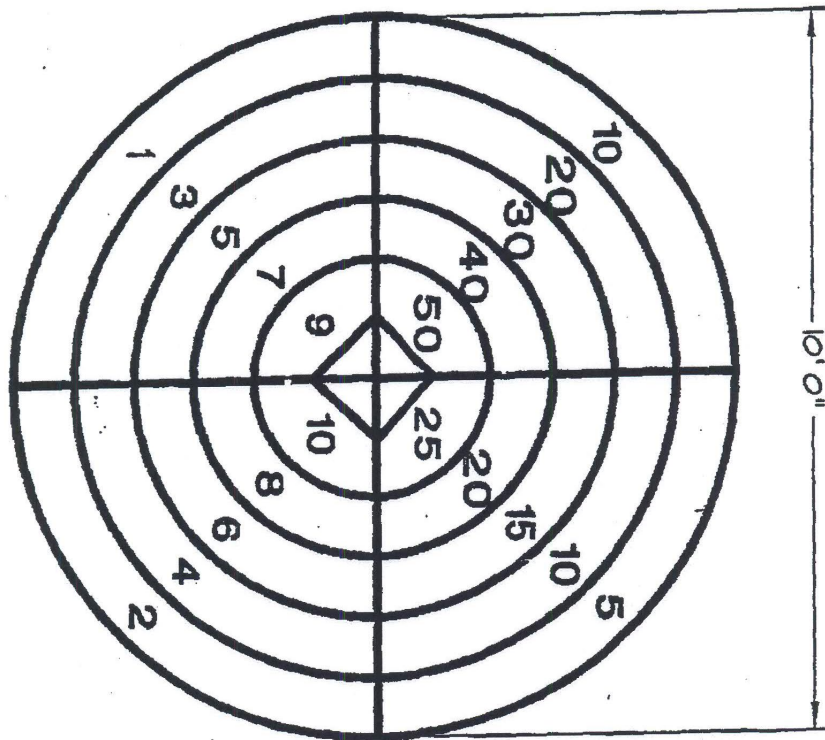
1/4" = 1'-0"





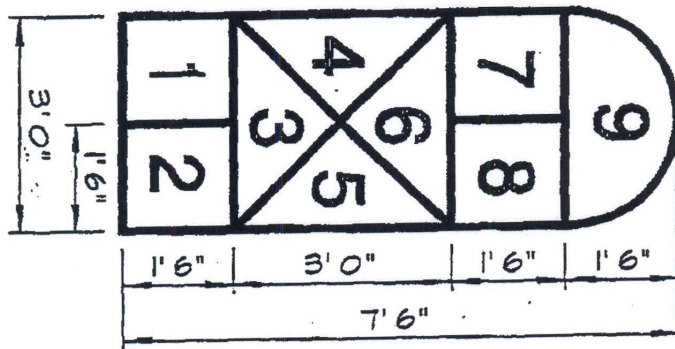
PRIMARY STRIPING PLAN - ITEM B

1/2" = 1'-0"

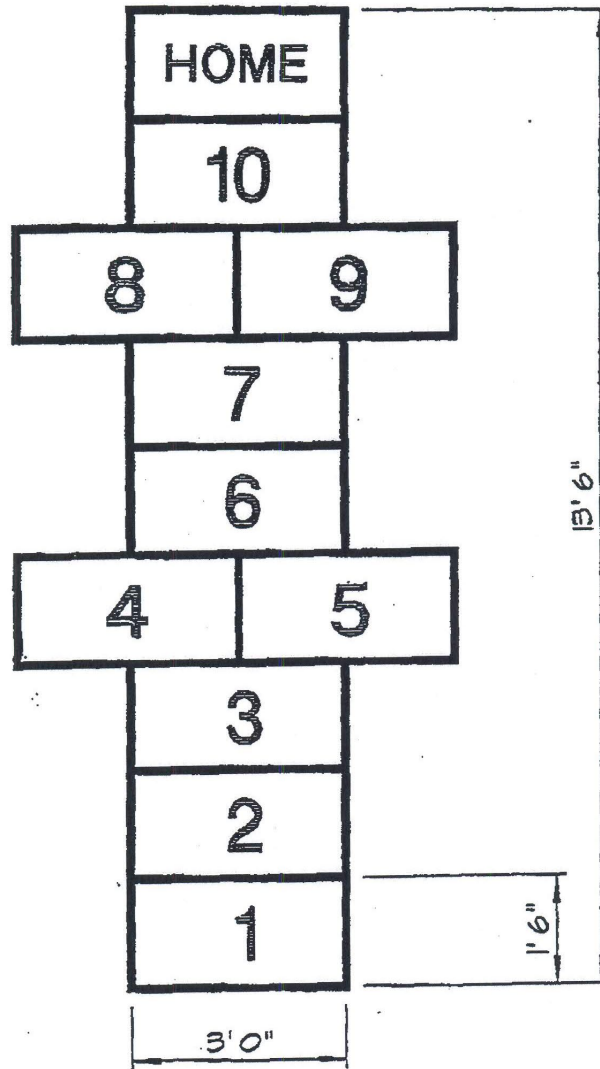


PRIMARY STRIPING PLAN - ITEM 9

1/2" = 1'-0"

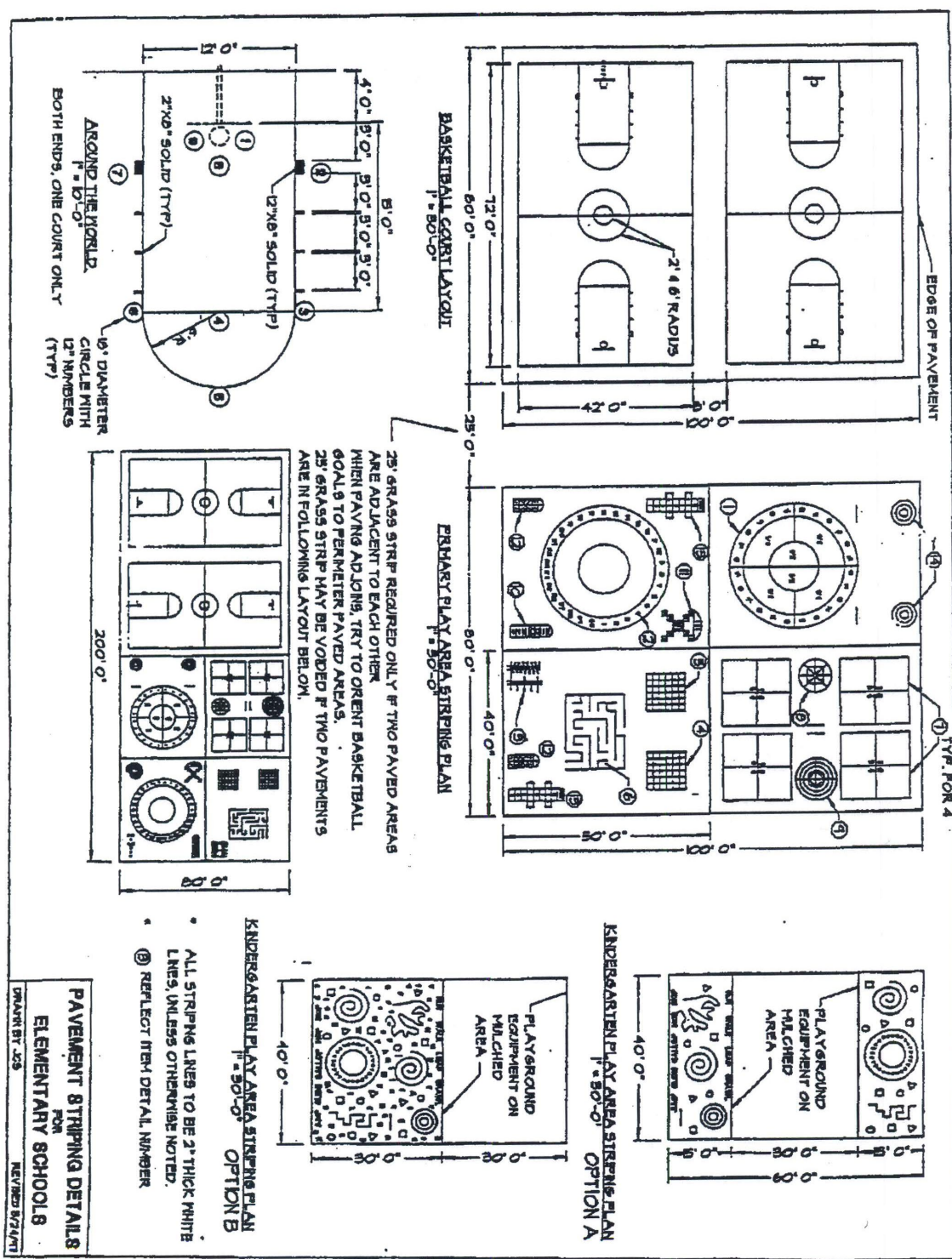


PRIMARY STRIPING PLAN - ITEM 12  
1/2" = 1'-0"



PRIMARY STRIPING PLAN - ITEM B

1/2" = 1'-0"



**APPENDIX I**

**ASBESTOS FREE MATERIAL VERIFICATION FORM**

**PRODUCT TYPE:** \_\_\_\_\_

**MANUFACTURER:** \_\_\_\_\_

**MODEL NUMBER TESTED:** \_\_\_\_\_

**SUPPLIER:** \_\_\_\_\_

**LOT/PRODUCTION NUMBER TESTED:** \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Contractor Representative

\_\_\_\_\_  
Invitation to Bid #

\_\_\_\_\_  
Date

**APPENDIX J**

**QUOTATION FORM**

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

Bidder shall only supply one price per line item and must supply a price for each item. **NO PARTIAL PRICING WILL BE ACCEPTED.** Bidder shall supply all required information in the space provided. All prices offered are to be all inclusive including materials, layout, surface preparation, and labor, etc., as specified herein. **Failure to comply with the above may be considered 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 5:59 PM. Overtime rate will represent work performed Monday through Friday 6:00 PM until 5:59 AM including weekends and all MCPS holidays.

Calculate the **total cost column** for each line item by multiplying the quantity and Regular Rate then adding the quantity multiplied by the Overtime Rate. Example: (Quantity x Regular Rate) + (Quantity x Overtime Rate) = Total Cost Regular & Overtime Rate

**LINE PAINTING OF ASPHALT PARKING LOTS, PLAYGROUND AREAS & GYMNASIUM FLOOR LINE RE-PAINTING**

<b>Item #</b>	<b>Description</b>	<b>Estimated Annual Quantities</b>	<b>Units</b>	<b>Unit Cost Regular Rate</b>	<b>Unit Cost Overtime Rate</b>	<b>Total Cost Regular &amp; Overtime Rate</b>
1	Paint removal of Curbs	4,000	Ln. Ft.	\$	\$	\$
2	Line Painting 2" wide	10,000	Ln. Ft.	\$	\$	\$

**QUOTATION FORM – CONTINUED (Page 2 of 9)**

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

<b>Item #</b>	<b>Description</b>	<b>Estimated Annual Quantities</b>	<b>Units</b>	<b>Unit Cost Regular Rate</b>	<b>Unit Cost Overtime Rate</b>	<b>Total Cost Regular &amp; Overtime Rate</b>
<b>3</b>	Layout and paint 2” wide Lines	10,000	Ln. Ft.	\$	\$	\$
<b>4</b>	Line Painting (existing Lines) 4” wide	10,000	Ln. Ft.	\$	\$	\$
<b>5</b>	Layout and Paint 4” wide Lines	10,000	Ln. Ft.	\$	\$	\$
<b>6</b>	Lay out and install Stop Line Painting 18” wide PreMark Thermoplastic Heat applied by Flint	2,000	Ln. Ft.	\$	\$	\$
<b>7</b>	Layout and install Stop Line Painting 24” wide PreMark Thermoplastic Heat applied by Flint	1,000	Ln. Ft.	\$	\$	\$
<b>8</b>	Layout and install and install Directorial Arrows Thermoplastic Heat Applied by Flint	100	Each	\$	\$	\$
<b>9</b>	Letters or Numbers 4” wide (existing)	300	Each	\$	\$	\$
<b>10</b>	Layout and install Letters or Numbers 4” wide	300	Each	\$	\$	\$
<b>11</b>	Letters or Numbers 6” wide (existing)	200	Each	\$	\$	\$



**QUOTATION FORM – CONTINUED (Page 3 of 9)**

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

<b>Item #</b>	<b>Description</b>	<b>Estimated Annual Quantities</b>	<b>Units</b>	<b>Unit Cost Regular Rate</b>	<b>Unit Cost Overtime Rate</b>	<b>Total Cost Regular &amp; Overtime Rate</b>
<b>12</b>	Layout and install Letters or Numbers 6” wide	200	Each	\$	\$	\$
<b>13</b>	Letters or Numbers 8” wide	100	Each	\$	\$	\$
<b>14</b>	Layout and install Letters or Numbers 8” wide (existing)	100	Each	\$	\$	\$
<b>15</b>	Letters or Numbers 12” wide (existing)	100	Each	\$	\$	\$
<b>16</b>	Layout and install Letters or Numbers 12” wide	50	Each	\$	\$	\$
<b>17</b>	Letters or Numbers 24” wide (existing)	50	Each	\$	\$	\$
<b>18</b>	Layout and install Letters or Numbers 24” wide	50	Each	\$	\$	\$

**QUOTATION FORM – CONTINUED (Page 4 of 9)**

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

<b>Item #</b>	<b>Description</b>	<b>Estimated Annual Quantities</b>	<b>Units</b>	<b>Unit Cost Regular Rate</b>	<b>Unit Cost Overtime Rate</b>	<b>Total Cost Regular &amp; Overtime Rate</b>
<b>19</b>	Layout and install ADA Approved Handicap Symbol	100	Each	\$	\$	\$
<b>20</b>	Asphalt Sealer Black – Out Coating as specified	3,000	Sq. Ft.	\$	\$	\$
<b>21</b>	Basketball Backstop and Post Painting as specified	50	Each	\$	\$	\$
<b>22</b>	Hourly Rate laying out of markings “ <b>New Asphalt Parking Lots Only</b> ”	50	Each	\$	\$	\$
<b>23</b>	Price for laying out and painting of <b>Item #1 of APPENDIX H.</b>	10	Each	\$	\$	\$
<b>24</b>	Price for laying out and painting of <b>Item #2 of APPENDIX H.</b>	10	Each	\$	\$	\$
<b>25</b>	Price for laying out and painting of <b>Item #3 of APPENDIX H.</b>	10	Each	\$	\$	\$

**QUOTATION FORM – CONTINUED (Page 5 of 9)**

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

<b>Item #</b>	<b>Description</b>	<b>Estimated Annual Quantities</b>	<b>Units</b>	<b>Unit Cost Regular Rate</b>	<b>Unit Cost Overtime Rate</b>	<b>Total Cost Regular &amp; Overtime Rate</b>
<b>26</b>	Price for laying out and painting of <b>Item #4 of APPENDIX H.</b>	10	Each	\$	\$	\$
<b>27</b>	Price for laying out and painting of <b>Item #5 of APPENDIX H.</b>	10	Each	\$	\$	\$
<b>28</b>	Price for laying out and painting of <b>Item #6 of APPENDIX H.</b>	10	Each	\$	\$	\$
<b>29</b>	Price for laying out and painting of <b>Item #7 of APPENDIX H.</b>	10	Each	\$	\$	\$
<b>30</b>	Price for laying out and painting of <b>Item #8 of APPENDIX H.</b>	10	Each	\$	\$	\$
<b>31</b>	Price for laying out and painting of <b>Item #9 of APPENDIX H.</b>	10	Each	\$	\$	\$

**QUOTATION FORM – CONTINUED (Page 6 of 9)**

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

<b>Item #</b>	<b>Description</b>	<b>Estimated Annual Quantities</b>	<b>Units</b>	<b>Unit Cost Regular Rate</b>	<b>Unit Cost Overtime Rate</b>	<b>Total Cost Regular &amp; Overtime Rate</b>
<b>32</b>	Price for laying out and painting of <b>Item #12 of APPENDIX H.</b>	10	Each	\$	\$	\$
<b>33</b>	Price for laying out and painting of <b>Items #13 of APPENDIX H.</b>	10	Each	\$	\$	\$
<b>34</b>	Layout and install Right White Arrow Standard PreMark Thermoplastic Heat applied by Flint Size: (8' 2" x 6' 3")	25	Each	\$	\$	\$
<b>35</b>	Layout and install Left White Arrow Standard PreMark Thermoplastic Heat applied by Flint Size: (8' 2" x 6' 3")	25	Each	\$	\$	\$
<b>36</b>	Layout and install Straight White Arrow Symbol Standard (9' 10"x 3'3") PreMark Thermoplastic Heat applied by Flint	25	Each	\$	\$	\$

**QUOTATION FORM – CONTINUED (Page 7 of 9)**

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

<b>Item #</b>	<b>Description</b>	<b>Estimated Annual Quantities</b>	<b>Units</b>	<b>Unit Cost Regular Cost</b>	<b>Unit Cost Overtime Rate</b>	<b>Total Cost Regular &amp; Overtime</b>
37	Layout and install Line White (6"x 3') PreMark Thermoplastic Heat applied by Flint	50	Each	\$	\$	\$
38	Layout and install Left and Right Arrow Combination PreMark (8'2"x11'6") Thermoplastic Heat Applied by Flint	4	Each	\$	\$	\$
39	<b>TOTAL BID COST FOR ITEMS 1 THROUGH 38 (Combined Regular and Overtime Rate)</b>	N/A	N/A	N/A	N/A	\$

- 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 \_\_\_\_\_

**QUOTATION FORM – CONTINUED (Page 8 of 9)**

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

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

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

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

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

- **DOES THE BIDDER HAVE AVAILABLE TO THEM APPROPRIATE SPRAY EQUIPMENT AND STENCILS TO PROFFICIENTLY PERFORM THE REQUIRED WORK AS SPECIFIED? “NO ROLLER APPLICATIONS WILL BE ALLOWED IN PARKING LOT AND/OR PLAYGROUNDS AREAS”**

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

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

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

- **HAS BIDDER READ CRIMINAL PROCEEDINGS ARTICLE, ANNOTATED CODE OF MARYLAND AND HAVE SCREENED THEIR WORK-FORCES, ENSURING NO REGISTERED SEX OFFENDER WILL BE PERFORMING SPECIFIED WORK?**

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 9 of 9)**

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

**CHECK OFF LIST FOR MANDATORY BID SUBMITTAL**

**Mandatory Submittals Check List:**

- \_\_\_\_\_ **Signed Invitation for Bid, including Non-Debarment Acknowledgement**
- \_\_\_\_\_ **Quotation Form (Pages 1-9)**
- \_\_\_\_\_ **Surety Letter**
- \_\_\_\_\_ **Addendums(s) and Erratum(s) (If any, contractor is responsible to confirm)**
- \_\_\_\_\_ **MBE Attachments D1 through D10**
- \_\_\_\_\_ **State of Maryland Construction Business Licenses**
- \_\_\_\_\_ **Letter of Experience and years in Business as specified**
- \_\_\_\_\_ **References**