

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

INVITATION FOR BID # 9450.3

**HVAC PIPE INSULATION
REPLACEMENT AT VARIOUS LOCATIONS**

GENERAL CONDITIONS AND SPECIFICATIONS

I. GENERAL CONDITIONS

A. SCOPE

The work includes replacement of heating, ventilating, and air conditioning (HVAC) pipe insulation with suspect mold, providing delivery and complete installation of commercial pipe insulation with related accessories as required to make projects complete in all detail and in compliance with specifications herein and manufacturer's installation recommendations. Contractor shall remove mold contaminated pipe insulation using the procedures and precautions specified herein. The successful contractor(s) shall be required to visit various locations throughout Montgomery County Public Schools (MCPS) as requested to take measurements and develop proposals for individual projects.

B. INTENT

1. It is the intention of these specifications to secure all inclusive unit prices to fully cover all required materials and labor to replace HVAC insulation and associated accessories in their entirety at various locations as requested. Work will also include replacement of ceiling tiles as indicated. The awarded unit prices will be used for the purposes of determining award and for change orders due to unforeseen changes during projects.
2. A high percentage of the work under this contract will be performed during the months of June, July, and August. However, some high priority work at several schools will be performed during the school year. The contractor will be required to work during nights, weekends, and government approved holidays as required to satisfy the requirements of MCPS. There will be multiple projects issued throughout the term of the contract. It is the intention to pre-qualify contractors who possess and demonstrate to MCPS satisfaction the ability, labor capacity and resources to perform and manage multiple projects of various sizes simultaneously during the targeted summer and school occupied months. Contractor must be able to respond to priority projects and assemble the resources necessary to meet the needs of MCPS.

Upon receipt of the Pre-Award Notice, the recommended award contractor shall submit within seven calendar days a list of staff, including names and titles of staff that will be assigned to MCPS projects and the number and size of crews readily available during the summer months.

Bid prices offered shall be all-inclusive, including but not limited to, labor, equipment and miscellaneous materials to satisfy all specification requirements. All work shall be performed in accordance with the latest applicable laws, codes and regulations of the various regulatory bodies of the State of Maryland, Federal/Local Governments, and all other boards or departments having jurisdiction. These regulations and standards will further be considered a part of these specifications and conditions. The Contractor shall furnish and install any additional items required by the same, whether or not particularly shown or specified. Any items or requirements noted herein in excess of and permitted by the latest applicable laws, codes and regulations shall take preference. All deliveries must be prepaid to the destination (F.O.B. destination) and in no case will collect shipment be accepted.

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

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

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

D. CONTRACT TERM

The term of contract shall be for one year as stipulated on the Invitation For Bid. However, the contract may not begin until one day after approval by the Board of Education and will conclude as stated under the contract term. MCPS reserves the right to extend this contract at existing prices, terms and conditions for up to four additional

one year terms. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful bidder(s) 90 days prior to the expiration of the original contract. The bidder(s) will have ten days from date of notification to return the notice acknowledging its intent to accept or reject the extension. Once all responses are evaluated, MCPS staff may make a recommendation to the Board of Education to extend the contract or decide to rebid. If the contract is extended by the Board of Education, a contract amendment will be issued.

E. SITE INSPECTION

The prequalified contractor(s) will be required to inspect the work sites, take measurements and develop proposals for individual projects. A drawing of the project shall be submitted with the proposal identifying where the work will be performed. The bidder must report to the school's main office to contact the MCPS Building Service Manager prior to inspection. When a proposal has been submitted to the Project Coordinator, it shall be understood that the work site has been inspected and that the bidder is aware of the needs and conditions under which the work is to be accomplished including, but not limited to, all work required to satisfy any and all laws, codes, regulations, etc. that are applicable. After inspection, the bidder(s) 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 bidder of the obligation to furnish all materials and labor necessary to fully carry out the provisions of the contract document.**

F. SCHEDULE

1. General Schedule Requirements

- a. **No proposal will be accepted without submission of a work schedule with start and completion dates being identified.** Project proposals shall be submitted to the MCPS Project Coordinator no later than five workdays after site inspection. A purchase order issued and 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. Late charges will be deducted for failure to meet any target dates without an MCPS approved extension. **(See "Late Charges for Failure to Complete on Time" under Contract Administration.)**
- b. The Contractor shall maintain an adequate labor force on the work site from the start of the project until the completion in order to satisfy the schedule. MCPS expects the work to proceed uninterrupted with regards to labor and material availability. The Contractor shall inventory materials as they are received from the manufacturer and not wait until work is

under way to determine if inventory is sufficient.

2. Work Schedule Requirements

a. *When students are NOT in the building*

For projects completed during summer months, spring break, and winter holiday break (except Christmas Day and New Year's Day), work may be performed on regular school/work days: **Monday through Friday, 6:00 A.M. through 6:00 P.M.** (MCPS building services staff are normally on site during these hours).

b. *Summer Months*

Work may be performed during summer months on evenings, weekends and/or MCPS holidays at the Contractor discretion with MCPS approval; however, the Contractor shall reimburse MCPS for the overtime cost of having MCPS building services staff on site. These overtime costs will be tracked and deducted from the Contractor's final invoice. (See CONTRACTOR'S OVERTIME PROCEDURE section below and "Overtime Reimbursement Agreement," **APPENDIX E**).

c. *Regular School Year (School is in session.)*

Work must be performed on evenings, nights, weekends, and/or holidays. Contractor must setup work, take down barriers and coverings, remove all materials and equipment, and cleanup on a daily basis. No evidence of work shall be visible while school is occupied and in session. **The work site must be left safe and ready for students to return the following day.**

G. MCPS EMERGENCY/CRISIS PROCEDURES, LOCK DOWN/SHELTER

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 F**, for the Contractor's information is the MCPS Emergency/Crisis Procedures, Lockdown/Shelter. It is the Contractor's responsibility to familiarize themselves and their representative(s) regarding the Lockdown/Shelter Procedures. These procedures are subject to change due to new federal requirements.

H. QUANTITIES

1. MCPS shall not be obligated to purchase any specific quantity. Quantities in this request are an estimate and subject to change based upon the requirements of MCPS and on budgetary limitations. Quantity estimates are based on multiple projects at various times throughout the contract term.
2. There are no minimums regarding the scope of work at any one location. The Contractor may be required to complete work in one room at one location applying the project bid prices. However, this scenario should be the exception and not the norm.

I. QUOTATION

No bidder will be allowed to offer more than one price on each item. A bidder may restrict his bid to consideration in the aggregate by so stating, but shall name a unit price on each item bid upon. Any bid in which the bidder names a total price for all the articles without quoting a price on each and every separate item will be considered informal. If there is a discrepancy between the unit cost and total cost, the unit cost shall prevail.

Rates: Regular rate will represent work performed Monday through Friday, 6:00 a.m. until 6:00 p.m. Overtime rate will represent work performed Monday through Friday 6:01 p.m. until 5:59 a.m. including weekends and all federal government approved holidays. Hourly rates shall be all inclusive, including but not limited to union fees, workman's compensation, insurance, benefits, etc.

J. DELIVERY

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

K. TRAVEL TIME

No payment for travel time to or from job site shall be charged. Charges begin when contractor arrives at each job site and end when crew leaves each job site. The MCPS Project Coordinator has the right to verify time records.

L. BRAND NAMES

1. Reference to brand names and code or model numbers in the attached specifications shall be the only brand considered at this time, unless otherwise stated. Other brands will be considered for future bids using test areas, at a later date, provided the product is equal in quality and performance as the approved

manufactures. Product evaluation will be determined by the project coordinator.

2. In the brand column state the brand name, code or model number on each item being offered. 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 so state and indicate the current code or model number.

M. MATERIAL SAMPLES

The successful bidder shall supply samples as requested by MCPS of products offered for verification and/or evaluation. These samples must be of sufficient size and amount as requested and must be properly identified with labels and manufacturer instructions. Sample must be identical to those that will be used on MCPS projects. Samples shall be provided within two days of request.

N. DESCRIPTIVE LITERATURE

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

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

O. PROVISION FOR PRICE ADJUSTMENT

1. Unit prices quoted herein are subject to price adjustment downward in accordance with decreases in prices announced by the manufacturer of the subject item any time after the bid opening date. Recommendations for awards, however, shall be made based on the original bid submission only.
2. Price increases will not be considered for the first year of the contract. Thereafter the successful bidder must submit a written request for price relief identifying what unusual circumstances have taken place that they feel justifies such request. The request for a price increase shall include documentation from the manufacturer. MCPS reserves the right to accept or reject the request as may be

determined to be in the best interest of MCPS. If the request for a price increase is approved a contract amendment will be issued. **Any orders received prior to a request for a price increase shall be honored at the awarded contract price.**

P. WARRANTY

1. The specifications require that all workmanship and materials shall be warranted for two years. Final payment will be made once the installation is complete and accepted by MCPS. The warranty shall begin once the MCPS Project Coordinator has approved the Contractor's final invoice for payment.
2. Warranty shall provide for replacement of defective materials plus installation and labor. Any warranty claim made by MCPS prior to the expiration of said warranty shall be satisfied regardless of whether the warranty has subsequently expired. Failure of the bidder to provide satisfactory warranty service to MCPS shall be grounds for exclusion from future bidding.
3. Any manufacturer/guarantee offered by the manufacturer used on this project, which is longer than MCPS standard warranty/guarantee as specified herein, shall take precedence.
4. Point of contact may change between the MCPS Project Coordinator and the Contractor when identifying and resolving warranty claims during the warranty period.

Q. INSPECTIONS

All work and materials supplied under these specifications shall be subject to inspection by the MCPS Project Coordinator. All parts of the work shall be accessible to the inspector. The contractor shall correct in its entirety, any work that is defective under these specifications, to the satisfaction of MCPS.

R. 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 manufacturers engineered 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.

S. Customer References

Bidders are required to provide three references. The references shall have company name, contact person, address and phone number of three current customers for which

a contract for similar size and products has been provided. If the reference information is not accurate and MCPS cannot contact the person(s) named, the bid may not be considered.

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

T. SPECIAL CONDITIONS

1. Audit Provisions – MCPS shall have the right to examine the successful bidder(s) records pertaining to work performed under the contract to determine and verify their compliance with all contractual conditions. MCPS shall be granted access to such records at all reasonable times during the contract period and for three years thereafter.
2. Contingent Fee – The successful bidder(s) hereby represents that they have not retained anyone to solicit or secure this contract from MCPS upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial selling agencies maintained by the person so representing for the purpose of securing business, or any attorney rendering professional legal services consistent with applicable canons of ethics.
3. Assignments – Neither this contract nor any interest therein nor claim there under shall be assigned or transferred by the successful bidder(s) except as expressly authorized in writing by MCPS. In addition, no contract shall be made by the successful bidder(s) with any other party for furnishing any of the work or services herein contracted for without the written approval of MCPS.
4. Disputes – Any dispute concerning a question of fact arising under this contract shall be disposed of by written agreement between the Contractor and the MCPS Contracting Officer. Pending final decision of a dispute hereunder, the Contractor

shall proceed diligently with the contract performance.

U. **PROPRIETARY AND CONFIDENTIAL INFORMATION**

Bidders are notified that MCPS has unlimited data rights regarding proposals submitted in response to this solicitation. Unlimited data rights means that MCPS has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by the bidders in response to this or any solicitation issued by MCPS. However, MCPS will exempt information that is confidential commercial or financial information of a Provider, as defined by the Maryland Public Information Act (MPIA), State Government Article, Section 10-617, from disclosure. It is the responsibility of the bidder to clearly identify each part of its proposal that is confidential commercial or financial information by stamping the **bottom right-hand corner** of each pertinent page with one-inch bold face letters stating the words “**confidential**” or “**proprietary**.” (Price is not considered proprietary) The bidder agrees that any portion of the proposal that is not stamped as proprietary or confidential is not proprietary or confidential. As a condition for MCPS keeping the information confidential, the bidder must agree to defend and hold MCPS harmless if any information is inadvertently released.

V. **SUBMISSION OF BIDS**

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 Quotation Form supplied under **APPENDIX B. 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.
- c. Prices offered shall be valid for acceptance during a period of no less than 90 days from date of bid opening. Once the contract is approved by the Board of Education, terms and conditions shall prevail throughout the contract term. If there is a discrepancy between the unit cost and total cost, the unit cost shall prevail.

3. Addenda/Errata

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the sole responsibility of the vendor to check the “Event Calendar” on the MCPS website <http://www.montgomeryschoolsmd.org/departments/procurement/> or contact Stephanie Dorah in the Division of Procurement at stephanie_j_dorah@mcpsmd.org and procurement@mcpsmd.org to verify whether addenda/errata have been issued. Failure to provide the signed acknowledgement of the addenda/errata may result in the bid being deemed non-responsive.

4. Licenses/Certifications

Contractor(s) shall possess a current “**State of Maryland**” **Construction Business License**. All Contractors’ business licenses are issued through the County or Baltimore City, Clerks of the Circuit Court in which your 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 if additional information is required. **THIS LICENSE MUST BE SUBMITTED WITH THE BID PROPOSAL.**

W. AWARD CRITERIA

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

X. INQUIRIES

Inquiries regarding this solicitation must be submitted **in writing** to Stephanie Dorah, Buyer I, Montgomery County Public Schools, 45 West Gude Dr, Rockville, Maryland 20850, email stephanie_j_dorah@mcpsmd.org and procurement@mcpsmd.org, fax number 301-279-3173. Questions must be received no later than four business days prior to bid opening in order for the bidder to receive a reply prior to submitting its bid. The Board of Education will not be responsible for any oral or telephone explanations or interpretations. Bidder contact with any other MCPS employee regarding this solicitation will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its bid. The MCPS Procurement web site address is <http://www.montgomeryschoolsmd.org/departments/procurement/>

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

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

Each contractor is required to submit, following award of a contract, documentation

confirming that its direct employees and those of any subcontractors and/or independent contractors assigned to perform work in a MCPS school facility under the contract meet this obligation. Additionally, the contractor must confirm that it continues to meet this obligation on an annual basis and/or when there are changes in the work-force that the contractor and/or its subcontractors use to perform the work required by the contract.

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

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

Under recent amendments to § 5-561 of the Family Law Article of the Maryland Code, each contractor and subcontractor shall require that any individuals in its work-force must undergo a criminal background check, including fingerprinting, if the individuals will work in a MCPS school facility in circumstances where they have direct, unsupervised, and uncontrolled access to children. The term "work-force" in this and the preceding section refers to all of the contractor's direct employees, subcontractors and their employees, and/or independent contractors and their employees that the contractor uses to perform the work required by the contract.

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

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

Once the contract is awarded, the contractor is responsible for implementing the background check process. An individual in the contractor's work-force may not begin

work in a MCPS school facility on an assignment where the individual will have direct, unsupervised, and uncontrolled access to children, until: (a) the background check results for that individual have been received by MCPS; (b) the contractor certifies to MCPS that the individual has received training and/or reviewed informational materials, as appropriate, regarding recognizing, reporting, and preventing child abuse and neglect, consistent with the content provided in training for MCPS employees; and (c) the individual obtains a MCPS identification badge. The badge will be issued by the MCPS Department of Safety and Security, 850 Hungerford Drive, Room 131, Rockville, MD 20850. Appointments are made by calling 301-279-3066. The contractor will be required to return all badges at the conclusion of the contract.

The criminal background check and badging process will be at the contractor's expense and shall be completed prior to performing any work.

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. GENERAL

1. Minority Business Enterprise (MBE) in Public Schools

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

2. Submit Evidence of Insurance

a. Insurance

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

b. Additional Insurance

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

c. Policy Cancellation/Certificate Holder

1) Sixty days written notice of cancellation or material change in any of the policies is required.

2) The Division of Procurement, Montgomery County Board of Education shall be

the insurance certificate holder.

3. Pre-Construction Meeting

- a. The MCPS Division of Procurement reserves the right to convene a meeting with the apparent low bidder prior to awarding a contract. The purpose of this meeting is to afford all parties an opportunity to discuss any aspects of the project and contract execution, which may be of concern for the successful and timely completion of the projects.
- b. Documents required elsewhere in this specification, such as service and warranty agreements, shall be provided at this meeting to MCPS staff.

4. Permits and Inspections

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

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/or Town of Poolesville.

5. Proposals

The pre-qualified Contractors will be contacted by the MCPS Project Coordinator as needs arise to submit proposals for future projects. The proposal will contain the following:

- a. Brief description of the work to be performed
- b. Estimated number of labor hours and types of labor as per the unit prices
- c. Material cost estimate (itemized)
- d. Estimated completion date
- e. MCPS bid number
- f. Signed and dated by an authorized contractor representative

No work shall commence without written approval from the MCPS Project Coordinator.

B. 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.

C. PERFORMANCE

1. The Contractor shall have on the job site at least one person fluent in English.
2. **The Contractor must provide to the MCPS Project Coordinator cellular telephone numbers and e-mail addresses of project managers to allow for day-to-day direct communications.**
3. Work must 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 to provide direction to the crew at all times.
5. Contractor and employees;
 - a. The Contractor's shall have a minimum of one employee in staff at all times who has attended the MCPS Asbestos Awareness Training Class, which is sponsored by MCPS. Contact the MCPS Environmental Safety Office, at 240-740-2520, for class schedule. The successful Contractor will be required to have one employee attend this MCPS training within 60 days after award or at the earliest training thereafter. The employee attending this training must be regularly involved in monitoring MCPS insulation projects.
 - b. Will be required to check in daily at facilities main office when open or the appropriate building services staff to receive identification badges that shall be worn while on MCPS premises. These badges must be returned to MCPS daily.
 - c. Use of any form of tobacco products, liquor and/or illegal drugs is not permitted in MCPS buildings or on the 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. Subcontractors
 - a. MCPS must approve all subcontracting work in advance; the Prime Contractor shall supply MCPS with the rationale for requesting

Subcontracting. It is MCPS' intent that the successful bidder has the in-house resources to perform the primary task and only Subcontract secondary task(s) which they do not specialize in e.g., (electrical, mechanical, plumbing, etc.). The apparent low bidder shall supply a complete list of all Subcontractors and the cost of their work for evaluation by MCPS. This list must be submitted within two workdays after MCPS makes the request. Failure to do so will be grounds for termination of your bid. The Contractor shall be responsible for assuring that all proposed Subcontractors are in good standing with MCPS and have been in business for and have a minimum of three years' experience performing the type of work they will be performing under this contract and possess appropriate licensing.

- b. MCPS shall notify the Contractor in writing if, after due investigation, there is reasonable objection to any of the proposed subcontractors. Failure of MCPS to make objection to any proposed Subcontractor shall constitute notice of no objection. Each subcontractor may be required to furnish to MCPS, proof of their financial stability and experience to perform the particular work for which they will be engaged. All contractual agreements between the Contractor and their Subcontractors shall be written and un-amended on the Standard Form of Agreement between the Contractor and Subcontractor, 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 Subcontractors in no way relieves the Contractor from being responsible for the total and complete performance of the work for the project; i.e., failure of the Subcontractors to satisfactorily perform the work in a timely fashion is the Contractor's responsibility and not that of MCPS
7. All work shall be scheduled to the mutual satisfaction of the School Administration and the MCPS Project Coordinator to avoid conflicts with school activities.
 8. The building is expected to be occupied in some capacity throughout the stated period allowed for this work.
 9. Work area must be left clean and ready for use after the installation. The Contractor must remove all debris generated by work from the premises daily.

As previously stated, when school is in session and students are in the building, the Contractor must setup work, take down barriers and coverings, remove all materials and equipment, and cleanup on a daily basis. **No evidence of work shall be visible while school is occupied and in session.** The work site must be left safe and ready for students to return the following day.

10. Installation must be performed in strict compliance with the latest local, state, and federal regulations having authority. The Occupational Safety and Health Administration Hazard Communication Standards (OSHA) must be followed.
11. The Contractor shall confirm as required by MCPS that materials being installed under this contract do not contain ANY asbestos.
12. The contractor shall provide the services of a responsible project manager on each work site that will closely monitor quality control for compliance to specifications and to insure the work site is “PROPERLY CLEANED AND THAT ALL DEBRIS IS REMOVED AS REQUIRED TO MAKE THE SCHOOL READY FOR STUDENT AND STAFF THE NEXT SCHOOL DAY. THESE TASKS TYPICALLY BE REQUIRED IN WORK THAT IS BEING PERFORMED IN THE EVENINGS DURING THE SCHOOL YEAR AND SCHOOL ARE IN OPERATION. THE CONTRACTOR IS EXPECTED TO MONITOR THESE TASKS CLOSELY AND MCPS WILL NOT BE PROVIDING AFTER-HOUR CONSULTING SERVICES OR MCPS STAFF TO INSURE THESE RESPONSIBILITIES ARE SATISFIED.” If work areas are not cleaned properly and debris is not removed daily as required the contractor will be charged for any and all expenses incurred by MCPS to have this work performed and this will jeopardize continued work under this contract.
13. Upon completion of all work, the Contractor must repair any interior damage as well as exterior damage such as, lawns, landscaping, fences, roads, curbs, sidewalks, parking areas and/or any other damages that are as a result of the work. The Contractor must restore the damaged items or areas to the prior condition and to the satisfaction of the MCPS Project Coordinator.
14. Failure to perform in accordance with MCPS specifications, drawings, and industry standards may result in the Contractor being removed from the approved bidder list to receive future Invitation For Bid for a period of two years. This action would make the Contractor ineligible to be considered for future MCPS contracts for that period of time.

D. PROJECT COORDINATOR

1. No changes in contract conditions or specifications will be made without the approval and authorization of the director of the Division of Procurement.
2. After award MCPS Division of Maintenance will assign a Project Coordinator, who will handle the day-to-day operation and installation coordination. Scheduling work on site after an award of contract must be made through the MCPS Project Coordinator.
3. The MCPS Project Coordinator is responsible for:

- a. Instructing the Contractor of the details of work required including the labor and the material/equipment to be used.
 - b. Give direction to the Contractor to ensure satisfactory and complete performance;
 - c. Monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;
 - d. Serve as records custodian for this contract;
 - e. Accept or reject the Contractor's performance;
 - f. Furnish timely written notice of the Contractor's performance failure to the Division of Procurement;
 - g. Prepare required reports;
 - h. Approve or reject the Contractor's proposal(s), Change Order(s) and invoice(s);
 - i. Inspecting all work performed and authorizing payment upon acceptance;
 - j. Recommend contract modifications or terminations to the Division of Procurement;
 - k. Issue written notices to the Contractor to proceed with the project and/or changes in scope/additional work via a Change Order Form.
4. The MCPS Project Coordinator is not authorized to make any determination that alter, modify, terminate or cancel the contract, affect procurement, interpret ambiguities in the contract language, or waive MCPS contractual rights.

E. QUALITY ASSURANCE

1. The intent of the following specifications is to establish quality standards and experience requirements for the installation of all pipe insulation in MCPS buildings and portable classrooms as required by MCPS.
2. The Contractor must be regularly engaged in the type of work to be performed as specified herein. The successful Contractor shall have employees trained and experienced.
3. The successful Contractor shall have been in business a minimum of five years, and have a minimum of five years experience performing the type of work

specified herein. **Appropriately licensed trade persons shall perform all trade work. A copy of these licenses must be submitted to the MCPS Project Coordinator prior to performing any work. The Bidder shall provide a letter with the bid response, verifying the number of years in business and the years of experience performing the type of work required herein.**

4. The contractor must be licensed by the State of Maryland to provide services and installation of pipe insulation as required under this solicitation. The contractor must provide a copy of all business licenses with the bid.

F. MATERIAL AND WORKMANSHIP

The work shall be under the general direction of the contractor but subject to the inspection of the MCPS Project Coordinator or the authorized MCPS representative who may require the contractor to correct defective materials or workmanship without additional cost to MCPS.

All material and practices which are necessary, or which are normally provided and performed in order to accomplish the desired results, shall be furnished by the contractor as outlined herein and shall conform in strength, quality of material, appearance, and workmanship to that usually provided by the trade.

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 and approve such changes, additions, omissions, or alterations by written order. The Contractor **MUST SUBMIT** an **MCPS CHANGE ORDER FORM** under **APPENDIX D**, along with proposals and other supporting documentation to the **MCPS Project Coordinator within ONE WEEK** from the time the Change Order need is identified or requested. An MCPS CHANGE ORDER FORM must be completed and signed by both MCPS and Contractor's authorized representative. No cost changes to contract will be paid without a complete Change Order Form. **Change Orders do not automatically revise completion dates.** It is the Contractor's responsibility to provide a written request for extension, with an explanation of justification as they deem necessary. Using project Change Orders as rationale for not completing on time will not be accepted without an MCPS approved extension. If work is performed without MCPS authorization and/or written Change Order, the Contractor shall be subject to reversing said work, or work and/or materials should remain at no cost to MCPS. This shall be solely at MCPS' discretion.
2. The allowable, all inclusive mark-up for combined overhead, bonds, fringe benefits, union fees, equipment, tools and profit for work performed by the prime Contractor shall be based on the monetary value of the work not to exceed the following rates:

<u>Value of Work</u>	<u>Combined Overhead & Profit</u>
\$0 - \$1,000	20%
\$1,001 - \$3,000	18%
\$3,001 - \$6,000	16%
\$6,001 - and over	14%
Over \$24,000	Negotiated but not more than 10%

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

3. The Contractor shall furnish supporting documentation with all change order requests credits or extras. At a minimum, change order requests shall include a description of the work, detailed material lists, costs of materials (actual Contractor costs, not list prices), man-hours and rates. The same material costs, man-hours, rates, supervision, overhead, and profit shall be applied equally to a credit or an extra. The reason for change order request must also be provided.

H. LATE CHARGES FOR FAILURE TO COMPLETE ON TIME

1. MCPS shall retain \$250.00 per each calendar day of delay beyond the completion date(s) stipulated on each proposal, for the first five days. MCPS shall retain \$500.00 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 on each proposal herein unless written approval for extension has been granted by MCPS.
2. Failure to complete the work within the time specified will entitle MCPS to late charges. These charges will be deducted and retained out of any monies due 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 federal government approved Holidays.
3. If necessary to reach a proper stopping place in any portion of work or to complete work within contract time limit, the Contractor shall work overtime both their forces and forces of their subcontractors without additional cost to the contract price. The Contractor shall be responsible for all incidental costs in connection with such overtime work including, but not limited to, MCPS building services staff overtime as required.
4. If work falls behind schedule, as determined by the MCPS Project Coordinator, the Contractor shall provide, at their own expense, additional labor and/or

equipment, overtime pay, etc., required to overcome delays including, but not limited to, MCPS building services staff overtime as required.

5. The MCPS Division of Maintenance director will review requests for extension of completion time due to strikes, lack of materials, and/or any other condition, over which the Contractor has no control. Written application for extension shall be made immediately upon occurrence of conditions that, in the opinion of the Contractor requires such an extension, with reason clearly stated and detailed proof for each such delay. The delay of MCPS issuing a purchase order does not automatically alter any completion dates. If in the Contractor's view the delay of a purchase order is having a negative effect on completion of the contract within the dates specified, they must notify MCPS in writing immediately. Using the rationale that a purchase order was issued late, at the conclusion of the work will not be an acceptable reason for requesting a contract extension. No time extension will be allowed except by final written approval of the MCPS Division of Procurement. No requests for 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. ASBESTOS ABATEMENT

MCPS shall be responsible for all asbestos abatement. Any questions concerning asbestos materials shall be directed to the MCPS Environmental Team Leader or the MCPS Environmental Health Specialist at 240-740-2520.

J. PROJECT CLOSE-OUT

1. Initial Installation Punch-out
 - a) The Contractor shall notify the MCPS Project Coordinator **in writing** that the work is ready for punch-out inspection. Punch-out shall occur sufficiently in advance of the installation **completion date as specified on the proposal**, to afford the Contractor time to rectify punch list corrections. Before calling for a punch-out, all installations shall be completed and all areas shall be clear of construction materials and debris.
 - b) During punch-out, the following individuals shall be present:
 - (1) Authorized representatives of MCPS
 - (2) Contractor

- c) Upon completion of a punch-out, a written punch list shall be prepared by the Contractor and submitted to MCPS within five workdays.
2. **The Contractor is entitled to one punch-out inspection and one final inspection for each installation.** Any additional inspections 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.**

K. CONTRACTOR'S OVERTIME PROCEDURE

If the Contractor chooses to work overtime not already included in the approved proposal and secures MCPS approval to do so, the Contractor shall be responsible for any associated costs including MCPS building service staff, etc. Average building service staff overtime rate is \$32.00 per hour depending on the individual working. This rate is estimated and could either be more or less than the quoted overtime rate.

All overtime work must be requested in writing to the MCPS Project Coordinator, at least 48 hours in advance. This will allow MCPS staff sufficient time to coordinate the required building service staff participation. The Overtime Reimbursement Agreement under **APPENDIX E** must be completed and signed by MCPS and the Contractor before work is to be performed. The request must identify the dates and times the Contractor proposes to work. Without written request and the Overtime Reimbursement Agreement, MCPS will not approve any overtime.

L. INVOICING

1. **Bidder shall submit invoices to the MCPS Project Coordinator at 8301 Turkey Thicket Drive, Bldg A, 1st Floor, Gaithersburg, Maryland 20879 for payment approval.** All invoices shall identify purchase order number, building name where work was performed and details of work completed. Invoice must be itemized and follow the pricing as stated here in this contract. Payments will be made within 30 days of the invoice. MCPS Project Coordinator may request copies of material and/or subcontractor invoices paid by the Contractor as supporting documentation. If requested, Contractor is required to supply such copies before payment is issued.
2. MCPS is not obligated to make any 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 project 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 the MCPS Project Coordinator.

3. Partial payment invoices shall be accompanied by a detailed schedule of values allocated to various portions of the work (similar to AIA Documents 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.

III. DETAILED SPECIFICATIONS

A. INTENT

It is the intention of these specifications to provide all MCPS facilities with the same quality and performance level of pipe insulation as used in commercial and public spaces with the construction, fire ratings, life-cycle, and appearance being consistent for this application. Also to secure unit prices for materials and services identified herein, that will be utilized to develop project proposals as required to satisfy MCPS needs. The Contractor is to provide materials consistent with these specifications throughout the contract term. All products installed under this contract shall be installed adhering to manufacturers' instructions, these specifications, and/or National Commercial and Industrial Insulation Standards, whichever is more stringent.

***SPECIAL NOTE:** No solvent based chemicals such as, but not limited to, piping adhesives, grout sealers, etc., shall be used on MCPS projects without MCPS written approval. The contractor shall provide "material safety data sheets" to the MCPS project coordinator and they will be forwarded to the MCPS, Environmental Services Unit for review and consideration.*

B. GENERAL SCOPE

1. Installer Qualifications

The successful Contractor shall specialize in commercial contracting, piping insulation, and related accessories similar to as specified herein with not less than five years in business and five years' experience performing this type of work. Contractor shall also have experience with remediation and removal of mold contaminated materials either with Contractor's personnel or remediation subcontractors. Bidder shall provide with their offer a letter certifying their number of years of experience providing this type of work.

2. Manufacturer Certifications

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

- a. Submit manufacturer's certifications stating that insulation materials to be furnished comply with specified requirements herein.
- b. The successful bidder shall supply to MCPS supporting certified laboratory test data at no additional cost to MCPS, indicating that insulation to be furnished meets or exceeds specified test requirements. This request can be made by MCPS anytime throughout the term of the contract.

3. Material Delivery, Storage, and Handling

- a. Deliver materials to project site in original factory wrappings and containers (except when open air process is required), clearly labeled with identification of manufacturer, brand name, quality or grade, fire hazard classification, and lot number. Store materials in original undamaged packages and containers inside well-ventilated area protected from weather, moisture, soiling, extreme temperatures, humidity, laid flat, blocked off ground to prevent sagging and warping. Maintain temperature in storage area above 50°F.
- b. Comply with instructions and recommendations of manufacturer for special delivery, storage, and handling requirements.

4. Project Prestart Meeting

Contractor shall attend a meeting scheduled by the project coordinator before the start of each proposed project to review scope of work, procedures, and site work requirements.

C. GENERAL REQUIREMENTS FOR REMOVAL OF PIPE INSULATION

1. The purpose of this portion of the specification is to replace existing pipe insulation with new pipe insulation with properly sealed vapor barrier. **Contractor shall replace stained or damaged acoustical ceiling tiles in the immediate work areas as specified below.** Work at some schools will be completed during the school year when classes are in session working after hours. Remaining work will be completed during the summer when classes are not in session typically working regular workday hours. All work shall be defined and prescheduled with the school through the Department of Facilities Management.

2. Work completed during the school year shall be completed in the evening, weekends, and holidays during these period. All setup, work, removal of barriers, removal of plastic coverings, restoration of walls, replacement of ceilings, floors, and building HVAC system operation shall be completed by the start of the next school day. Contractor shall follow the procedures below when removing pipe and/or insulation
3. Work completed during the summer when classes are not in session shall follow the same procedures but can be completed during normal working hours, and Contractor is not required to setup and remove barriers and plastic coverings on a daily basis.
4. Contractor shall inspect all HVAC equipment components and existing pipe insulation for surface discoloration caused by water damage (“suspect mold growth”). This should include any markings not caused by construction, maintenance, or occupant activities. Contractor shall follow the following procedures when removing these materials.

D. PROCEDURES FOR REMOVING PIPE INSULATION WITH SUSPECT GROWTH (PIPING TO REMAIN)

1. Drape all surfaces for at least 10' from the removal area, including furniture, bookcases, lockers, unit ventilator, fan coil units, and HVAC equipment with plastic sheeting. Place 6 mil plastic sheeting on floor directly below opened ceiling work area where pipe insulation will be removed. Seal vertical plastic sheeting barriers at separation between work areas and remainder of school. Keep doors to adjacent areas closed and all HVAC equipment in work areas off. Verify there are no school personnel, students, or the general public in rooms in or adjacent to the work areas.
2. Operate a HEPA-filtered air scrubber in the work area while materials are being removed. The intake shall be located near the point of removal and the exhaust discharged away from settled dust and debris.
3. Remove ceiling tiles directly below where pipe insulation will be removed (minimum 4 feet on each side of pipes. Multiple rows of ceiling tiles may have to be removed). Discard stained or damaged ceiling tiles in plastic bags and seal with duct tape. Discard in outside trash dumpster. (STAINED AND DAMAGED CEILING TILE MUST BE REPLACED WITH NEW IN THE MINIMUM AREAS SPECIFIED AND SHALL BE INCLUDED IN THE COST)
4. Contact MCPS industrial hygienist or project engineer to arrange for onsite inspection and approval of initial setup prior to proceeding.

5. Remove pipe insulation and immediately place insulation in plastic bags. Seal bags with duct tape, damp wipe to remove visible dust, and transport out of building. Waste cannot be left onsite at end of work period.
6. HEPA vac surfaces below the pipe within four feet either side and any other above ceiling surfaces with insulation debris.
7. HEPA vac drop cloth and any surfaces below ceiling with insulation debris.
8. Leave ceiling open until new insulation and site cleanliness approved by MCPS project coordinator and/or project engineer.
9. Slide back existing ceiling tiles into position, replacing any that are damaged or stained.
10. After insulating is complete and approved by MCPS and/or project engineer, carefully remove any vertical mounted plastic sheeting, roll up plastic on floor, and place in plastic bag. Seal plastic bag and dispose as regular trash in outside dumpster.
11. Mop floor.
12. Ensure that all surfaces around the work area are free of visible dust and debris produced by the Contractor, SCHOOL ACTIVITIES SHALL PROCEED AS SCHEDULED.
13. MCPS may modify these requirements if the Contractor can demonstrate an alternative insulation removal procedure that provides comparable dust control and satisfies the requirements of MCPS. This is strictly up to the discretion of MCPS.

E. PROCEDURES FOR REMOVING PIPING AND/OR PIPE INSULATION LOCATED INSIDE FAN COIL UNITS AND UNIT VENTILATORS

Move furniture away from unit ventilator or fan coil unit. Place 6 mil plastic on floor within 10 feet of unit ventilator or fan coil unit. Drape any adjacent contents with plastic sheeting. Dust barriers are not required. Clean up as above

F. NEW INSULATION INSTALLATION – APPENDIX A

1. Follow procedures and provide materials specified in **APPENDIX A** for all new insulation required for this project. This includes new pipe hangers if insulation thickness increases and sealing penetrations through fire rated walls and floors as required by the International Building Code (ICB)

2. All insulation replaced inside fan coil units and unit ventilator cabinets shall be Armacell International (Armaflex). Install per manufacturer's instructions and specifications. Insulation thickness shall be as specified. Specification **APPENDIX A** include the following:

Section 15010 Basic Mechanical Requirements
Section 15050 Mechanical Materials Methods
Section 15145 Hangers and Supports
Section 15190 Mechanical Identification
Section 15250 Mechanical Insulation

G. CEILING TILES

1. Contractor shall provide all new standard ceiling tiles for this project where replacement of ceiling tiles is required by the detailed specifications. Standard ceiling tiles shall be USG Radar #2415.

H. COORDINATION WITH INDOOR AIR QUALITY (IAQ) RELATED PROJECTS

If determined by the MCPS Division of Maintenance, Environmental Safety/Indoor Air Quality staff, special procedures, in addition to those specified, may be necessary to remove insulation contaminated with mold/mildew. The MCPS Project Coordinator will arrange for the Environmental Safety Coordinator (ESC) to determine if any further special procedures are required.

If any additional special removal procedures are required to ensure indoor air quality, the ESC will coordinate such activities through qualified environmental services with the bidder. The bidder shall coordinate and cooperate with the Environmental Safety Coordinator to address the IAQ issues.

I. MAINTENANCE INSTRUCTIONS

Submit manufacturer's printed instructions for maintenance of installed work, including methods and frequency recommended for maintaining installed materials and components. Include precautions against materials and methods, which may be detrimental to finishes and performance. Supply instruction to building service staff for each facility where new materials are installed for proper maintenance procedures. Contractor instruction period not to exceed two hours per facility and shall be included in the installation cost.

J. COMMUNICATION

The Contractor shall have the ability to communicate with the MCPS Project Coordinator using cellular service and shall provide appropriate staff with these cellular

numbers. This will allow direct communication between MCPS and the Contractor.

K. ADDITIONAL CEILING REPLACEMENT WORK

In addition to ceiling tile replacement specified in Sections III.D and III.H, bidder may be requested to provide additional bids for complete replacement of ceiling grids and ceiling tiles or provide moisture-resistant ceiling tiles in lieu of standard ceiling tiles. Ceiling grids and tiles approved by MCPS are listed below. The brands will be the “only” brands accepted at this time.

1. Grid systems shall be **Donn** or **Armstrong**. Part numbers listed below are Donn numbers. If offering Armstrong, parts offered must be equal to the Donn numbers identified. **(Manufacturer and part numbers offered shall be listed on the Quotation Form APPENDIX B).**
2.
 - a. Two-foot cross tees, fire rated Donn # DXL 216
 - b. Four-foot cross tees, fire rated Donn # DXL 424
 - c. Main beam twelve feet, fire rated Donn # DXL
 - d. Hangar wire – not less than 12-gauge galvanized carbon steel wire
 - e. Wall angle twelve feet, fire rated Donn # M7
 - f. Provide manufacturer’s standard white factory applied finish for type of system indicated.
3. Approved standard ceiling tiles shall be one of the following manufacturer’s identified below:
 - a. **USG Radar #2415**
4. Approved moisture-resistant grid system shall be:

Armstrong, Prelude Plus XL Fire Guard 8200 Series or MCPS approved equal.
5. Approved moisture-resistant ceiling tile shall be one of the following manufacturers:
 - a. **Armstrong Model #1716, Clean Room Mylar or MCPS approved equal.**
 - b. **Armstrong Model #1721, Clean Room Mylar or MCPS approved equal.**

L. SCAFFOLDING REQUIREMENTS

Any additional cost for scaffolding when performing work above ceiling heights greater than twelve feet, such as gymnasiums, all-purpose rooms, etc., will be processed using the change-order procedures herein. This work condition will be non-typical under this bid.

A. Minority Business Enterprise (MBE) in Public Schools

- a. State funds **may** be involved in future project(s) performed under this bid **“it is important that bidders review the new state revised MBE Procedures carefully to ensure compliance”**. 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 prior to bidding or throughout the course of the project.
- b. Refer to the document, MINORITY BUSINESS ENTERPRISE PROCEDURES, September 22, 2008, included with this bid solicitation package under **APPENDIX H. The bidder can find these documents and procedures by going to the state MBE Web site at: <http://www.pscp.state.md.us/programs/mbe/mbeindex.cfm>**
- c. The Certified MBE Utilization and Fair Solicitation Affidavit (Attachment A) and the MBE Participation Schedule (Attachment B) located herein under **APPENDIX H., 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%**.
- d. Contact the MCPS MBE Liaison, Mrs. Donna Hanson, at 240-314-1031, to obtain a listing of MBE certified Contractors or regarding any other MBE procedure questions.

B. STATE FUNDED PROJECT COMPLIANCE REQUIREMENTS

1. The Contractor shall complete and submit to MCPS, **“CONTRACTOR’S CERTIFICATION OF RECEIPT OF PAYMENT”**, included with this bid solicitation package under **APPENDIX G**. 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 acceptance per proposal, the Contractor shall be informed of the actual dollar amount being funded by the State for each project. Once the Contractor has received payment from MCPS exceeding this amount, the Contractor shall have **ten days** in which to submit **CONTRACTOR’S CERTIFICATION OF RECEIPT OF PAYMENT** to MCPS. No further payments will be made to the Contractor until this form has been submitted.

2. **THE CONSTRUCTION SIGN SHOULD BE ERECTED FOR ALL STATE FUNDED SCHOOL CONSTRUCTION PROJECTS.** The Contractor shall supply and install the sign as specified herein in **APPENDIX I** on the project site. The Contractor has the option of making a specified sign or obtaining the sign from State MCE Sign Platt (a State Agency) at 410-799-5102 or 5103. The current price from Maryland Correctional Enterprises for this sign is \$525.00 with lead-time of approximately one week. The Contractor shall coordinate the location of the sign with the MCPS Project Coordinator. The Contractor shall remove the sign and restore the site to original condition upon the completion of the contract. It will be MCPS option to either retain the sign for future use or have the Contractor dispose of the sign.

C. STATE MBE - LIQUIDATED DAMAGES PROVISION

- a. This contract requires the Contractor to make good faith efforts to comply with the State Minority Business Enterprise (“MBE”) Program and contract provisions. The MCPS and the Contractor acknowledge and agree that the MCPS will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not make good faith efforts to comply with the requirements of the MBE Program and MBE contract provisions. The parties further acknowledge and agree that the damages the MCPS might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.
- b. Upon a determination by the MCPS that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or contract provisions, the Contractor agrees to pay liquidated damages to the MCPS at the rates set forth below. The Contractor expressly agrees that the MCPS may withhold payment on any invoices as a set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the MCPS is anticipated to incur as a result of such violation.
1. Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$100 per day until the monthly report is submitted as required.
 2. Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): \$500.00 per week per MBE subcontractor.
 3. Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the

work performed by that MBE firm for the contract.

4. Failure to meet the Contractor's total MBE participation goal and sub-goal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.

QUOTATION FORM

Bidder shall supply one manufacturer and one price per line item for both regular and overtime rate. Bidder shall provide all required information for each line item. Partial submissions will not be considered. Failure to supply as instructed will be consider non-responsive and disqualify your bid. **DO NOT ALTER THE QUOTATION FORM IN ANY WAY.** The awarded unit prices will be used for the purposes of determining award and for change orders due to unforeseen changes during projects.

Regular rate represent work performed Monday through Friday, 6:00 AM through 6:00 PM. Overtime rate represent work performed Monday through Friday 6:01 PM until 5:59 AM, including weekends and all MCPS holidays. Total cost column shall be calculated at the regular rate. No other charges will be considered.

1. Provide manufacturer, model and cost of material per unit described.
2. Regular Rate: All other costs per unit. Shall include, labor, setup, demolition and removal, cleanup, tools, etc, during regular hours.
3. Overtime rate: All other cost per unit during overtime hours. Including labor, setup, demolition and removal, cleanup, tools, etc. during overtime hours.
4. Installation only: Demolition and Removal will be performed by MCPS staff. Provide pricing for all other costs including labor, setup, cleanup, tools, etc. during regular and overtime hours respectively.