

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

INVITATION FOR BID #9618.5
RESTROOM RENOVATION AND DESIGNED ADA UPGRADES
AT VARIOUS FACILITIES

GENERAL CONDITIONS AND SPECIFICATIONS

I. GENERAL CONDITIONS

A. SCOPE

The work includes providing all labor, materials, and services necessary for partial or full restroom renovations, including all related components and accessories as required to make projects complete in all detail and in compliance with Montgomery County Public Schools (MCPS) specifications, manufacturer's installation recommendations, and various trade industry standards, established guideline, and procedures. Projects performed under this bid may involve all general construction trades. The successful contractor(s) shall be required to visit various locations throughout MCPS as requested and take measurements to develop proposals based on scope of work provided.

1. It is the intent of these specifications to secure all-inclusive unit prices to fully cover all required materials and labor for the removal and/or installation of all restroom components such as, but not limited to, plumbing fixtures, toilet partitions, ceiling, flooring, lighting, painting, hand dryers, masonry walls, etc., and all related accessories, in accordance with specifications herein. The Contractor(s) shall submit all inclusive unit prices that will be used for contract award and for unforeseen changes during the projects.

The majority of the work will be direct component replacements and will not require design services. It is anticipated that most work under this contract will be performed during the summer when students are not in the building from **June until mid-August**. However, some projects will require work to be performed while schools are in session and will be performed on weekends and evenings, utilizing the overtime rates. Therefore, the successful contractor must verify to MCPS satisfaction, that they have the ability to perform if awarded. **Successful contractor will be required to submit the Asbestos Free Verification Form as applicable and required herein. See General Conditions, Section K and Asbestos Information (APPENDIX F)**

2. **Bid prices offered shall be all-inclusive, including but not limited to labor, equipment and miscellaneous materials to satisfy all specification requirements. All cost shall be included in the bid prices submitted.** All work shall be performed in accordance with the latest applicable laws, codes, and regulations of the various regulatory bodies of the State of Maryland, Federal/Local Governments, and all other boards or departments having jurisdiction. These regulations and standards will be further considered a part of these specifications and conditions. The 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 code requirements and permitted under the code shall take preference. **Appropriate licensed trade persons shall perform all trade work and a copy of these licenses must be submitted to the MCPS Project Coordinator prior to performing the work.**
3. The successful contractor(s) must demonstrate to the satisfaction of MCPS that they have the capacity and are capable of performing large quantities of work over the summer months June, July and August.

B. 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(s) submitting the most favorable combined unit prices with consideration being given to any previous performance for the Board of Education as to quality of service and acceptable merchandise, and with regard to the bidder's ability to perform should it be awarded the contract. All other evaluations conducted by MCPS of the bidder for such items as pending or past litigations, etc. shall be taken into consideration. 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/vendors 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”.

C. SITE INSPECTION

The successful Contractors will be required to inspect the work sites, take measurements and develop proposals based on scope of work provided by MCPS. The Contractor(s) must report to the main office to sign in prior to performing any work or inspection. When the proposal has been submitted and received, it shall be understood that the work site has been inspected and that the Contractor is aware of the needs and conditions under which the work is to be accomplished. The Contractor shall notify the MCPS Project Coordinator in writing of 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 document.

D. SCHEDULE

1. **Completion dates shall be identified on each contractor's proposal.** A purchase order issued and signed by the director of the Division of Procurement for each project will be the contractor's authorization to proceed with an approved proposal. All work is to be totally completed on or before the stated completion date identified and accepted on each proposal. This includes, but is not limited to, final inspections, all cleaning tasks, punch-out work, etc. Proposals for projects shall be submitted to the MCPS Project Coordinator within five workdays after the site inspection has been performed. **All proposals must identify start and completion dates.** Late charges will be deducted for failure to meet any target dates without an MCPS approved extension. **(See "Late Charges for Failure to Complete on Time" under Contract Administration.)**
2. **Normal Work Periods**

Work may be performed on regular school days: **Monday through Friday, 6:30 A.M. through 7:00 P.M.** (MCPS building service personnel are normally on site during these hours).
3. The contractor shall maintain an adequate labor force on the work site from the start of the project until the completion in order to satisfy the schedule. MCPS expects the work to proceed uninterrupted with regard to labor and material availability. The contractor shall inventory materials as they are received from the manufacturer and not wait until work is under way to determine if inventory is sufficient.

E. 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, based on acceptable performance for up to four (4) additional one-year terms. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the awarded contractor(s) ninety days prior to the expiration of the contract term. The bidder will have 10 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.

F. QUANTITIES

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

G. PROVISION FOR PRICE ADJUSTMENT

1. Price increases 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 price increase shall be honored at the original contract price.
2. Subsequent to award, the unit price on equipment quoted herein is subject to price adjustment upward or downward in accordance with increases or decreases announced by the manufacturer. The successful bidder must notify the Director of the Division of Procurement or his designee of any announced manufacturer's price reductions and give immediate benefit to MCPS in a proportionate amount.

H. 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 on services that are outside the contract requirements and anticipated as one-time purchases.

I. MCPS EMERGENCY/CRISIS PROCEDURES, SHELTER/LOCKDOWN**Emergency/ Crisis Procedure Information**

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

J. WARRANTY/SERVICES/REPAIRS

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. All implied warranties herein should begin upon the acceptance of the work as being 100% completed to the satisfaction of MCPS and on the date the MCPS Project Coordinator has signed/approved the contractor's final invoice for payment. Any manufacturer of material(s) used on the project offering as standard a longer warranty/guarantee than as specified herein, shall take precedence.
2. Warranty shall provide for the replacement of defective materials plus installation and labor. Any warranty claim made by MCPS prior to the expiration of said warranty shall be satisfied although the warranty has subsequently expired. Failure of a bidder to provide satisfactory warranty service to MCPS will be grounds for exclusion from future bidding.
3. Upon completion of the projects, the MCPS Area Maintenance Trade Supervisor will file any warranty claims to the contractor.

K. 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 F**) **within 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 Team Leader at 240-740-2520.

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. 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, Division of Procurement, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850. **Testing normally requires a minimum of 60 calendar days 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 60 workday, evaluation process is not intended for small system components where the term “or MCPS equal is used herein. These items of a lesser dollar value such as electrical/plumbing components, switches, adhesions sealers etc. can quickly be evaluated by MCPS to determine if they are equal to the proto-types identified. Upon MCPS evaluation of the offered equal to item, it is determined that it is not equal to the proto-type, the successful bidder shall be required to provide the MCPS identified proto-type product.
3. The brand name, code or model number on each item being offered, even if bidding the specified brand shall be provided. If a brand and code or model number is not shown your bid will not be considered.

M. 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 the literature properly bound and labeled, showing full instructions and detailed specifications. The literature and specifications are to be arranged and labeled numerical sequence according to item and attached on separate pages of a brochure. Failure to submit market descriptive literature may result in disqualification. Bidder shall show the manufacturer's code and catalog numbers of the item(s) offered. The cover of the brochure shall contain:

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

N. DEVIATIONS

All bids, meeting the intent of the invitation, will be considered for award. Bidders who are deviating from the terms, conditions, and/or specifications shall list such and explain fully on a separate sheet to be submitted with their bid. If these deviations are of a technical nature, the contractor shall supply manufacturer's 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.

O. SUBMISSION OF BIDS**1. Bid Documents (*Sealed Bids Only*) – Required Submissions**

One original and one copy of the bid are requested. The cover page of each copy must be clearly marked original or copy. Bidders may wish to reproduce and retain an additional copy for your files.

2. Quotation Form (Pages 1-25)

- a) Quotations are to be entered on the Quotation Form supplied under **APPENDIX H. Faxed quotations are not acceptable. SEALED BID 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 event calendar <http://www.montgomeryschoolsmd.org/departments/procurement/> or contact the Procurement Unit by fax 301-279-3173, or by email to 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

Attachment A and B 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. Licenses/Certifications (TO BE SUBMITTED WITH BID)

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. Failure to submit contract license will disqualify your bid response.**

6. Statement of Experience

The contractor shall provide statement of experience with bid proposal. See **“CONTRACT ADMINISTRATION SECTION; N QUALITY ASSURANCE”** for more information. Failure to provide required documentation will disqualify bid proposal.

7. Bid Bond

Surety Statement – 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 Bid, Performance, and Payment Bonds on MCPS projects bid between October 2022 and October 2023. 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.

8. References

See **“GENERAL CONDITIONS SECTION; T. REFERENCES”** for more information

P. Contractors' 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 award of a contract, documentation confirming that its direct employees and those of any

subcontractors and/or independent contractors assigned to perform work in a MCPS school facility under the contract meet this obligation.

Additionally, the contractor must confirm that it continues to meet this obligation on an annual basis and/or when there are changes in the work-force that the contractor and/or its subcontractors use to perform the work required by the contract.

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

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

Under recent amendments to § 5-551 of the Family Law Article of the Maryland Code, each contractor and subcontractor shall require that any individuals in its work-force must undergo a criminal background check, including fingerprinting, if the individuals will work in a MCPS school facility in circumstances where they have direct, unsupervised, and uncontrolled access to children. The term "work-force" in this and the preceding section refers to all of the contractor's direct employees, subcontractors and their employees, and/or independent contractors and their employees that the contractor uses to perform the work required by the contract.

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

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

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

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

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

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

Q. eMARYLAND MARKETPLACE ADVANTAGE REGISTRATION

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.

R. BID SECURITY

1. SURETY STATEMENT

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 Bid, Performance, and Payment Bonds on MCPS projects bid between October 2022 and October 2023, 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.

Payment and performance bonds:

For projects over \$100,000, the Bidder to whom a contract is awarded must furnish Performance and Payment Bonds, each in the amount of one hundred percent (100%) of the project awarded amount, including executed Change Orders, in the form specified.

These must be provided at the time of the project award notice and prior to the start of any work.

2. If the successful bidder withdraws their bid or fails to execute and deliver to MCPS the contract and the required bonds within five working days after receipt of the Bid Award, the Bid Security shall be forfeited to MCPS as the result of such failure. **Note: Failure to submit the bid security with the bid proposal will be reason to be considered a non-responsive bid.**

S. **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 and no contract shall be made by the successful bidder(s) with any other party for furnishing any of the work or services herein contracted for without the written approval of MCPS.
4. Disputes – Any dispute concerning a question of fact arising under this contract shall be disposed of by written agreement between the contractor and the MCPS Contracting Officer. Pending final decision of a dispute hereunder, the contractor shall proceed diligently with the contract performance.

T. **REFERENCES**

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

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

U. **INQUIRIES**

Inquiries regarding this solicitation must be submitted **in writing**, to Laly Bowers, Buyer II, Montgomery County Public Schools, 45 West Gude Drive, Suite 3100 Rockville, Maryland 20850, fax number 301-279-3173 or by email to [Laly A Bowers@mcpsmd.org](mailto:Laly_A_Bowers@mcpsmd.org) and/or Procurement@mcpsmd.org . Questions must be received no later than four business days prior to bid opening in order for the bidder to receive a reply prior to submitting its bid. The Board of Education will not be responsible for any oral or telephone explanations or interpretations. **Bidder contact with any other MCPS employee regarding this solicitation until the contract is awarded by the Board of Education will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its bid.** The web site address is <http://www.montgomeryschoolsmd.org/departments/procurement/vendors.aspx> for the MCPS Procurement Unit.

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** via fax to resolve and receive clarification with copies to Laly Bowers, Buyer II, and the MCPS Capital Improvement Contracting Supervisor.

V. **AWARD CRITERIA**

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

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

1. MCPS reserves the right to convene a meeting with the apparent low bidder prior to awarding a contract. The purpose of this meeting is to afford all parties an opportunity to discuss any aspects of project and contracts execution, which may be of concern for the successful and timely completion of the project.
2. Documents required elsewhere in these specifications, such as service and warranty agreements, shall be provided at this meeting to MCPS authorized staff.
3. Issues raised during this meeting which cannot be solved to MCPS satisfaction will be cause to reject the apparent low bid and to consider the next lowest bidder as the successful bidder.

B. CONTRACT SECURITY

1. Security may be in the form of Certified Cashier's or Bank Treasurer's Check **OR** Bonds (AIA Documents A-311, A-312, or similar). The bonding firm must be licensed to do business in the State of Maryland.
2. The successful bidder(s) shall deliver to MCPS Performance and Payment Bonds **within five working days after receiving notification of award for individual projects with a contract value of \$100,000.00 or more. This cost shall be included in the proposal.**
3. The cost of the bond(s) shall be included in all proposal \$100,000.00 or more by the contractor. **Note: Failure to supply the contract securities as specified will be considered a contract violation and shall be grounds for contract termination.**

C. POST BID SUBMISSIONS

1. The apparent low bidder may be required to supply **within 48 hours** after MCPS requests, applicable business and contractor's licenses, EPA Certified Renovation Firm, licenses master licenses for trades appropriate for work to be performed, and/or company financial statements, etc., as required to allow MCPS time for contractor evaluation.
2. Sub-Contractors
 - a. MCPS must approve all sub-contracting work in advance; The prime contractor shall supply MCPS with the rationale for requesting sub-contracting. **It is MCPS' intent that the contractor has the in-house resources to perform the primary task and only sub-contract secondary task(s) which they do not specialize in appropriately, e.g., electrical, mechanical and/or plumbing, etc.** The Contractor shall supply a complete list of all Sub-Contractors and the cost of their work for evaluation by MCPS. This list must be submitted within two workdays after MCPS makes the request. **Failure to do so will be grounds for termination of your contract.** The Contractor shall be responsible for assuring that all proposed Sub-

Contractors are in good standing with MCPS and have been in business for five (5) years and have a minimum of five 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 sub-contractors. Failure of MCPS to make objection to any proposed sub-contractor shall constitute notice of no objection. Each sub-contractor may be required to furnish to MCPS, 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 prime 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 timely fashion are the contractor's responsibility.

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 future project(s) performed under this bid "it is important that bidders 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 exceed \$50,000, a new MBE goal may be established based on the scope and size of the work. The bidder(s) may be required to solicit MBE participation, which will include providing revised Certified MBE Utilization and Fair Solicitation Affidavit (Attachment A) and the MBE Participation Schedule (Attachment B) along with other required MBE forms that may be applicable. Bidders are always strongly encouraged to make a good faith effort to solicit Certified Minority Business participation to provide materials, supplies, equipment, and/or service whenever possible at any time prior to bidding and throughout the course of the project(s).
- c. Refer to the document, MINORITY BUSINESS ENTERPRISE PROCEDURES, September 22, 2008, included with this bid solicitation package under **APPENDIX A**.
- d. The Certified MBE Utilization and Fair Solicitation Affidavit (Attachment A) and the MBE Participation Schedule (Attachment B) located herein under **APPENDIX A**, **must be completed and submitted with the bid proposal** identifying the bidder's specific commitment of certified minority business **even when the MBE goal is 0%**. *Failure to supply as specified will disqualify your bid proposal.*

- e. MCPS expect all bidders to make the good faith effort to meet or exceed the established MBE goal for this invitation to Bid. MCPS will NOT grant MBE waivers without sufficient support documentation that clearly substantiates that the bidder has made a sincere good faith effort to meet the MBE requirement. There will be an extensive effort required on the part of the bidder to ensure compliance with the MBE procedures to rationalize a review of an MCPS waiver request.
- f. Contact the MCPS MBE Liaison, Mrs. Donna Hanson, at 240-314-1031; regarding any other MBE procedure questions.

4. Submit Evidence of Insurance

a. Insurance

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

5. Invoicing

- a. Bidder shall submit invoices to the MCPS Project Coordinator, Division of Design and Construction, preferred electronically via email or regular mail to the project Coordinator, **45 West Gude Drive, Suite 4300, Rockville, Maryland 20850** for payment approval. **All invoices shall identify pertinent information such as purchase order number and building name where work was performed.** The MCPS Project Coordinator shall approve and submit invoices for payments, and shall specify final or partial payments.
- b. A complete State of Maryland, CERTIFIED MINORITY BUSINESS ENTERPRISE PARTICIPATION STANDARD MONTHLY CONTRACTOR'S REQUISITION FOR PAYMENT IAC/PSCP Form 306.4 must accompany all invoices, involving state funding (**See APPENDIX A, Attachment G herein.**) **No invoices will be processed for payment without this form being submitted.**

INVOICES THAT DO NOT HAVE PAYMENTS TO MBE SUB-CONTRACTORS ARE STILL REQUIRED TO HAVE THIS FORM ATTACHED AND IDENTIFY NO MBE PAYMENT BY PLACING A ZERO ON THIS FORM.

- c. 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 individual 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 and as specified and accepted by the MCPS Project Coordinator.
- d. Partial payment invoices shall be accompanied by a schedule of values allocated to various portions of the work (similar to AIA 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.

6. Permits & Inspection

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.

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 under **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 SHOULD BE ERECTED FOR ALL STATE OF MARYLAND SCHOOL FUNDED CONSTRUCTION PROGRAM PROJECTS THAT EXCEED \$100,000.00.** The Contractor shall supply and install the sign as specified herein in **APPENDIX C** on the project site. The Contractor has the option of making a specified sign or obtaining the sign from (a State Agency) MCE Sign Platt #111 C/O Patuxent Institution, Attn: Charles Behnke, Plant Manager, 7555 Waterloo Road, Jessup, MD 20794, phone number 410-799-5102 or 5103 or via email cwbehnkekk@dpsc.state.md.us The current price from Maryland Correctional Enterprises

for this sign is \$525.00 with lead-time of approximately one week. The Contractor shall coordinate the location of the sign with the MCPS Project Coordinator. The Contractor shall remove the sign and restore the site to original condition upon the completion of the contract. It will be MCPS option to either retain the sign for future use or have the Contractor dispose of the sign.

E. 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.
- a. 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.

F. SALES TAX

Section 326 (a) of Chapter 452 of the Laws of Maryland, 1968, provides, among other things, for the taxation of “any sale of tangible personal property to the Contractors or Builders to be

used for the construction, repair, or alteration of real property”. Sales tax, as applicable, shall be included in any bid made to the Board of Education of Montgomery County, Maryland.

G. PERFORMANCE

1. Contractors shall have on the job site at least one person fluent in English at all times and employees must have MCPS badge at all times.
2. **The contractor must provide to the MCPS Project Coordinator cellular telephone numbers and email addresses of project managers to allow for day-to-day direct communications.**
3. Work is to be completed in a timely workmanlike manner; fumes, odors, materials, and work procedures will be controlled to protect occupants and property from harm and damage. Contractor shall protect all existing floors (wall to wall), including floor where material is stored or being transported with **Ram Board .375”** thick or MCPS approved equal. **Ram Board** must be kept in good condition or replaced so floors are protected throughout project.
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 Contractor badge.** MCPS Contractor’s badges shall be worn while on-premises. **Contractor’s employees /workers without an MCPS contractor badge may be denied entry; however, if entry is granted** contractors will be required to check in daily at the facility’s main office to obtain a visitor badge. These badges must be returned to MCPS daily. All Contractors employees must wear a badge while on site.
 - b. Use of any form of tobacco products, liquor, and/or illegal drugs is not permitted in MCPS buildings and on grounds.
 - c. Are not to routinely use facility equipment and buildings, i.e., telephone, lounges, parking lots, etc. The MCPS Project Coordinator will designate such facilities authorized for contractor use.
6. All work shall be scheduled to the mutual satisfaction of the School Administration and the MCPS Project Coordinator to avoid conflicts with school activities.
7. The building is expected to be occupied throughout the stated contract time period allowed for this work to be done. The Contractor shall take all required safety precautions during the duration of project. **Contractors shall secure all openings, at the end of the work day, during projects.**

8. Contractor shall be in compliance with FM Global requirements for all welding related portion of this contract.
9. Work area must be left clean and ready for use after the installation. The contractor must remove all debris generated by the work from the premises daily, adhering to **Montgomery County Solid Waste and Recycling Regulation No. 15-04 AM, COMCOR 48.00.03. The contractor shall track all recyclable materials such as metal, concrete, asphalt, cardboard, etc. and provide to MCPS recyclable amounts by weight as requested.**
10. Installation must be performed in strict compliance with the latest local, state and federal regulations having authority. The Maryland Occupational Safety and Health Administration Hazard Communication Standards (MOSHA) and the Occupational Safety and Health Administration Hazard Communication Standards (OSHA) must be followed.
11. Upon completion of all work, any and all damage to the school building and grounds as a result of the work; must be restored to a condition as good as existed prior to damaging. Damaged lawns shall be repaired; fill ruts and holes with a top soil apply one step Hydro-seed containing cellulose or wood fiber fertilizer and grass seed, damaged shrubs and trees shall be replaced.
12. **Failure to perform in accordance with MCPS specifications, industry standards may result in the Contractor being removed from the existing contract and from the approved bidder list to receive future Invitation to Bid for a period of two or more years.**

H. CHANGES IN THE WORK

1. Should it be desired to make alterations or changes at any time during the progress of the work or to add to or delete work, MCPS shall have the undisputed right to make such changes, additions, omissions, or alterations by written order. An MCPS CHANGE ORDER FORM under **APPENDIX E** must be completed and signed by both MCPS and contractor's authorized representative as identified on the form. All Change Order Forms, Proposals and other supporting documentation relating to additional work must be supplied to the MCPS Project Coordinator within one week from the time the Change Order need is identified. No cost increases to contract will be paid without a completed Change Order Form signed by both parties. **Approved Change Orders do not automatically revise completion dates.** It is the contractor's responsibility to provide a written request for extension, 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 will be subject to reversing said work, or work and/or materials shall 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 - \$4,999	18%
\$5,000 - \$9,999	16%
\$10,000 - \$24,999	14%
Over \$24,999	Negotiated but not more than 10%

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

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

I. LATE CHARGES FOR FAILURE TO COMPLETE ON TIME

1. MCPS shall retain \$500.00 per each calendar day of delay beyond the completion date stipulated on each accepted 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 a written approval for extension has been granted by MCPS.
2. Failure to complete the work within the time specified will entitle MCPS to late charges. These charges will be deducted and retained out of any monies due 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 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 overtime required.
4. If work falls behind schedule, as determined by the MCPS Project Coordinator, the contractor shall provide, at their own expense, additional labor and/or equipment, overtime pay, etc., as required to overcome delays including, but not limited to, MCPS building service overtime as required.
5. The MCPS CIP contracting Office Supervisor will review requests for extension of completion time due to strikes, lack of materials, and/or any other condition, over which the contractor has no control. Written application for extension shall be made immediately upon occurrence of conditions that, in the opinion of the contractor requires such an extension, with reason clearly stated and detailed proof for each such delay. The delay of

MCPS issuing a purchase order does not automatically alter any completion dates. If in the contractor's view the delay of purchase order is having a negative effect on completion of the contract within the dates specified, they must notify MCPS in writing immediately. Using the rationale that a purchase order was issued late, at the conclusion of the work will not be an acceptable reason for requesting a contract extension. No time extension will be allowed except by final written approval of the MCPS Contract Officer. No requests for extension due to weather conditions will be considered unless accompanied by documentary evidence supplied by the NOAA's National Weather Service showing, by comparison, that such weather suffered is abnormal to any of the past five years as recorded. **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.**

J. CONTRACTORS OVERTIME PROCEDURE

If the contractor chooses to work overtime for any reason of their own initiative 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 \$35.00 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 24 hours in advance. This will allow MCPS staff sufficient time to coordinate the required building service staff participation. The Overtime Reimbursement Agreement under **APPENDIX G** must be completed and signed by MCPS and the contractor before work is to be performed. The request must identify the dates and times the contractor proposes to work. Without written request and Overtime Reimbursement Agreement, MCPS will not approve any overtime.

K. MCPS CONTRACTS OFFICE SUPERVISOR/PROJECT COORDINATOR

1. The Capital Improvement (CIP) Contracting Office Supervisor will represent MCPS in the execution of this contract. No changes in contract conditions or specifications will be made without the CIP Contracting Office Supervisor's approval and authorization by the Director, of the Division of Procurement.
2. After award the MCPS Project Coordinator will be assigned to each project who will handle day-to-day operation and installation coordination. Scheduling work on site after an award of a project must be made through the MCPS Project Coordinator.
3. The MCPS Project Coordinators are authorized to:
 - a. Serve as liaison between MCPS and the contractor;
 - b. Give direction to the contractor to ensure satisfactory and complete performance;
 - c. Monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
 - d. Serve as records custodian for this contract;

- e. Accept or reject the contractor's performance;
 - f. Furnish timely written notice of the contractor's performance failure to the MCPS CIP Contracting Office Supervisor; copy to the Division of Procurement;
 - g. Prepare required reports;
 - h. Approve or reject invoices for payment and submitted construction schedules;
 - i. Recommend contract modifications or terminations to the MCPS CIP Contracting Office Supervisor, copies to the Division of Procurement;
 - j. Issue notices to the contractor to proceed with the project after receiving signed Change Order as required.
4. The MCPS Project Coordinator is not authorized to make any determination that alter, modify terminate or cancel the contract, effect procurement; interpret ambiguities in the contract language, or waive MCPS contractual rights.

L. CONSTRUCTION SCHEDULE AND PROGRESS MEETINGS

- 1. MCPS reserves the right to have the contractor submit a construction schedule for each project and to convene regularly scheduled progress meetings. The contractor prepared construction schedules shall be of sufficient detail to afford MCPS a means of verifying that work is proceeding in a timely fashion throughout construction to assure on-time completion for each MCPS approved proposal.
- 2. When required by MCPS, an initial construction schedule shall be presented at the Pre-Construction Meeting. Scheduling of future progress meetings and requirements for submission of progress schedule updates will be determined at this meeting.

M. PROJECT CLOSE-OUT

- 1. Prior to request for final payment, the contractor shall notify the MCPS Project Coordinator **in writing** that the work is ready for punch-out inspections. All areas shall be clear of construction materials and debris.
- 2. During punch-out, the following individuals shall be present:
 - a) Authorized representatives of MCPS
 - b) Contractor
- 3. Upon completion of a punch-out, a written punch list will be prepared by the contractor and submitted to MCPS within five workdays.

4. The contractor shall notify the MCPS Project Coordinator **in writing** for a final inspection once all related punch list items have been completed. All punch-out and final inspection shall be performed well in advance of the completion date to allow for corrections. If not, late fees will be assessed until all corrections are made.
5. The contractor shall provide written warranty statements indicating start and end of warranty dates to be signed by both the contractor and MCPS.

N. QUALITY ASSURANCE

The contractor shall perform all installations in accordance with MCPS specifications herein, the manufacturer installation procedures, and in compliance with all applicable codes. The successful contractor and their sub-contractors shall be regularly engaged in the removal and installation of plumbing fixtures, ceiling systems, lighting replacement, toilet partitions, painting, ceramic wall and floor tiles, etc., and related accessories similar to those specified herein and have been in business a minimum of five years, with a minimum of five years' experience. Appropriately State of Maryland and Montgomery County Government licensed trade persons shall perform all trade work.

Bidder must provide a letter of information showing the number of years they have been in business and the number of years' experience performing the scope of work specified herein and this documentation must be included in their bid submission.

Contractor shall submit maximum bonding capacity with bid surety statement from bonding company submitted with Bid.

III. DETAILED SPECIFICATIONS**A. INTENT**

This section of the specifications applies to and forms a part of all sections covering all labor, material and requested design services for complete restroom design build, upgrades and renovations and accessory replacement projects. Bidder unit prices and proposals shall include all required general type construction work as may be necessary to perform general restroom work as specified herein. The bidder shall be required to submit a proposal based on scope of work provided by Project Coordinator for various locations throughout MCPS. The proposal shall identify start and completion dates, a description of the scope of work and the number of workdays required to perform the project. **All work is to be performed in accordance with all local and state applicable codes and as specified herein.**

B. REMOVAL

1. The contractor shall perform removal and disposal of existing materials as required. MCPS reserves the right to retain any and all materials. Items not retained become the property of the contractor for disposal in accordance with the Montgomery County disposal and recycling laws/requirements. The contractor must notify the MCPS Project Coordinator, five days prior to removal of approved items. The MCPS Project Coordinator shall examine all items prior to removal from the premises.
2. The contractor shall take all required action to protect all areas nearby at all times during the project. As required by MCPS the contractor shall cover with plastic, furniture, floors, etc., to insure against dust, scratches and gouges. The contractor will be responsible for all damages created during the execution of the work.
3. In special situations when the building is occupied and there may be sensitive populations, the contractor shall perform the following specific measures as directed by MCPS Project Coordinator:
 - Shut down the HVAC system in the work area and seal off all supply and return air vents;
 - Erect critical barriers (i.e., 6-mil poly sheeting) to seal work areas from non-work areas;
 - For nearby classrooms and offices, seal around doors and other openings;
 - Contain waste ceiling tiles and other construction material in tightly closed bags during transport and disposal.
 - After replacing ceiling tiles and other construction material, clean work area surfaces with a high efficiency particulate air (HEPA) filtered vacuum before leaving;

C. GENERAL SPECIFICATIONS**1. Acoustical Ceiling System****a. Approved Manufacturers**

- 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.
 - 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) Hanger 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.
- 2) Approved ceiling tiles shall be one of the following manufacturers:
 - a) **Celotex Vantage #10 PVN 197**
 - b) **USG Radar #2415**
- 3) Approved moisture resistant grid system shall be:
Armstrong, Prelude Plus XL Fire Guard 8200 Series or MCPS approved equal.
- 4) 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.**

b. Ceiling System Installation Instructions**1) Preparation**

Measure each ceiling area and establish layout of new acoustical units to balance border widths at opposite edges of each ceiling. Avoid use of less than half width units at borders and comply with reflected ceiling plans wherever possible.

2) Installation General

Install materials in accordance with manufacturer's printed instructions, and to comply with all governing regulations and codes i.e., fire resistance rating and Ceiling and Interior Systems Construction Association (CISCA) standards applicable to work.

- a) Install tile with pattern running in one direction.
- b) Install suspension systems to comply with ASTM C 636, with hangers supported only from building structural members. Locate hangers not less than 6" from each end and spaced 4' along each carrying channel or direct hung runner, unless otherwise approved by the MCPS Project Coordinator, leveling to tolerance of 1/8" in 12'0".
- c) Secure wire hangers by looping and wire tying, either directly to structures or to inserts, eye-screws, or other devices which are secure and appropriate for substrate, and which will not deteriorate or fail with age or elevated temperatures.
- d) Any existing systems such as, but not limited to, HVAC diffusers, speakers, smoke detectors, sprinkler systems, security or motion systems must be removed and reinstalled in the new ceilings. The contractor shall clean or replace all HVAC diffusers and spray paint white if needed and requested by the MCPS Project Coordinator. **Public address, fire alarm and security systems must be disconnected and reconnected by a contractor holding the current contract with MCPS for the services required under this contract as follows. Current contractors are listed below, but are subject to change. Please check with MCPS Project Coordinator for changes.**

FOR PUBLIC ADDRESS AND SECURITY SYSTEMS

East West Telecom
Boone LA
301-252-4736

Convergint
Michael Crutchley
703-631-7476

CTSI
Matt Fitzgerald
703 633 1428

FOR FIRE ALARM SYSTEMS

TAN Fire Alarm
Kevin Walsh
240-304-9735

VSC Security
301-575-1500

Convergint
Michael Crutchley
703-631-7476

- e) The bidder will be required to secure three prices for each category from the approved contractor list and submit these offers, including the low offer, to the MCPS Project Coordinator for final approval.
- f) The bidder will be allowed an 8% mark-up for this sub-contracting as identified under the change order section herein.

d. Cleaning

After installation, clean all exposed surfaces of acoustical ceilings, including trim, edge moldings and suspension members; comply with manufacturer's instructions for cleaning and touch-up or minor finish damage. Remove and replace work that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage at MCPS discretion.

2. Plaster Ceiling Replacement

- a. When requested plaster ceiling shall be replaced with **Fiberock Brand Tile Backer Board or Durock Brand Cement Board**.

- 1) Acceptable Manufacturer

DUROCK Brand Cement Board and Fiberock Brand Tile Backer Board
½" or 5/8" thickness; 32", 36" or 48" width and lengths of 4', 5', 6' or 8'.

- b. Limitations

- 1) Maximum stud spacing: 16" o.c. for cavity shaft wall assembly. Maximum fastener spacing: 8" o.c. for wood and steel framing; 6" o.c. for ceiling applications.
 - 2) Maximum dead load for ceiling system is 7.5 psf.
 - 3) Steel framing must be 20 gauge or heavier.

- 4) **Do not use drywall screws or drywall nails.**
- 5) **Do not use 5/16" Durock Brand Underlayment for wall or ceiling applications.**

c. Installation

- 1) Apply panels with ends and edges closely butted but not forced together. Stagger end joint in successive courses.
- 2) Fasten panel to framing with specified fasteners. Drive fasteners into field of panel first, working toward ends and edges. Hold panel in firm contact with framing while driving fasteners. Space fasteners maximum 8" o.c. for walls, 6" o.c. for ceiling with perimeter fasteners at least 3/8" and less than 5/8" from ends and edges. Drive nails and screws so bottoms of heads are flush with surface of panels to provide firm panel contact with framing. **Do not overdrive fasteners. Approved fasteners include: Durock Brand Screws, USG Sheathing, Type WF for wood-frame or Type SF for steel-frame construction or minimum (1-1/2") 11-gauge, hot-dipped galvanized roofing nails with nominal 7/16" diameter head for wood framing.**
- 3) Panels should be cut to size utilizing a knife and straight edge. A power saw should be used only if it is equipped with a dust collection device. Worker should wear NIOSH/MSHA-approved dust mask.

d. Joint Compound

- 1) MCPS Approved Manufacturer

Sheetrock Brand Easy Sand Joint Compound should be used for finishing plaster ceiling.

- 2) Limitations

- a) Setting action cannot be delayed or prevented by dilution with water.
- b) Not to be applied over moist surfaces or surfaces likely to become moist.

- 3) Gypsum Panel Joint Treatment

Follow manufacturer's directions for materials used.

- 4) Finishing

Follow manufacturer's directions for materials used.

3. Gypsum Drywall Partition New/Replacementa) Scope

Wall installation will conform to industry standard procedures

b) Products

Acceptable Manufacturers:

1) Metal Support Materials

a) Clarke Western

b) **Dale/Incor**

2) Regular Gypsum Board

a) **Georgia Pacific**b) **LaFarge North America**

3) Abuse-Resistant Gypsum Board

a) Hi-Impact by National Gypsum Company

4) Wall and Floor Tile

a) Scope

Extent of work indicated on specifications to include:

1) Unglazed ceramic flooring

2) Glazed wall tile

3) Quarry tile flooring

4) Mosaic tile

5) Color Body Porcelain floor tile

b) Quality Assurance

1) Comply with applicable ANSI & ASTM & TCA standards for materials and installation.

2) Certification of Master Grade for each type and shipment of tile signed by the manufacturer and installer shall be required.

c) Submittals

Submit mortar, mastic and grout manufacturer Material Data Sheet (MDS) to MCPS Project Coordinator. The Project Coordinator will submit MDS to MCPS Division of Construction, IAQ Office for approval in order to use the product in MCPS.

d) Products

Acceptable Manufacturers:

1) Unglazed and Glazed Ceramic Tile

- a) **American Olean Tile Company, Division of National Gypsum**
- b) **United States Ceramic Tile Company**
- c) **Dal-Tile**
- d) **Summitville Tile, Inc.**

2) Quarry Tile

- a) **American Olean**
- b) **Summitville Tile, Inc.**
- c) **Dal-Tile**

3) Mosaic Tile

- a) **American Olean Tile Company**
- b) **United States Ceramic Tile Company**

4) Color Body Porcelain Tile

- a) **Dal-Tile**
- b) **American Olean Tile Company**

Other brands may be allowed in order to match existing tile. These must be approved by the MCPS Coordinator before installation on project.

5) Mortars, Mastics & Grouts

- a) **Atlas Minerals and Chemical Company**

- b) **L & M Surco Mfg. Company, Inc.**
- c) **Pennwalt Corporation**
- d) **Tile Mate**
- e) **Laticrete**
- f) **Mapei**
- g) **Boiardi**
- h) **Hydroment; Bostik**

Comply with ANSI specifications for types and grades of ceramic and quarry tile to be used for each application. The MCPS Project Coordinator shall recommend and approve sizes proposed.

4) Doors

a) Interior Flush Wood Door Requirements

- 1) The bidder will be required to make minor repairs to existing doorframes as necessary to install new door. **The bidder must measure the existing opening at three vertical and three horizontal locations to check plumb of frame and order the door as appropriate to be trimmed to fit existing frame.**
- 2) All doors provided must be finished to match existing and comply with the following requirements:
 - a) Door grade and type shall be Architectural Woodwork Institute (AWI) Premium grade Type I (Face Assembly), material core assembly or as required to obtain fire rating Class I with plain sliced, book matched, stain grade; premium grade; premium with stiles and rails bonded to core, then entire unit abrasive planed before veneering.
 - b) All doors must be fire rated at 90 minutes.
 - c) Door thickness shall be 1-3/4".
 - d) Veneer shall be plain sliced and book matched for transparent stain finish.
 - e) Stiles shall be solid hardwood with screw holding capacity of not less than 800 lbs. and split resistance of not less than 690 lbs. Stiles must be veneered to match face.

- f) Doors shall have a minimum of 7" top wood blocking and 4-1/2" x 10" lock wood blocking.

- b) MCPS Approved Manufacturers

MCPS recognizes that all manufacturers may not produce identical products. It is MCPS sole decision to review the manufacturer's offer to deem if they in fact meet the minimum quality standards of these specifications.

- 1) **Algoma Hardwoods Inc.**
- 2) **Eggers Industries, Architectural Door Division**
- 3) **Graham Manufacturing Corporation**
- 4) **Mohawk Flush Doors, Inc.**

- c) Door Hardware and Accessories

- 1) Door Closer Manufacturer

LCN Series 4010 and/or 4011 Super Smooth, Sargent, 281 Series or MCPS approved equal.

- 2) Door Closer

Closure shall be factory pre-adjusted and field adjusted by the contractor if necessary to comply with the manufacturer's recommended installation instructions.

- 3) Closers shall have the following features:

- a) Cast iron body, fully hydraulic, adjustable spring power, full rack and pinion, independent all brass v-slotted adjustable valves for closing speed, adjustable back check and delayed action feature. All arms shall be heavy-duty solid forged steel. Schedule indicates regular, extra duty, parallel and built-in stop cushion feature arms. **Provide parallel arm closures at all conditions where possible.**
- b) All closures shall be warranted from defects in materials and workmanship for a period of ten years from the date of installation.
- c) Provide sex bolts for all closures installed.

- 4) Door Hinges

Hinges shall be **McKinney TB 2714, ball bearing type or equal Hager or Bommer no other brands will be accepted, 4- 1/2" x 4-1/2"** (or sized to match existing) with flat bottom tips and non-rising pins.

5) Lock Sets

a) MCPS approved manufacturers are as follows:

- i) **Schlage**
- ii) **Sargent**
- iii) **Corbin/Russwin**
- iv) **Best**

No other manufacturers are approved at this time.

- b) Bidder shall provide replacement locks and cores to match existing as required. The replacement lockset and/or bolt shall have the same functions and core as the existing.
- c) The bidder will provide a percentage mark-up over their direct cost on the quotation sheet in the space provided. All locksets must be purchased from a bona fide lock company specializing in the sale of locking devices. The bidder shall provide copies of the direct cost invoices to the MCPS Project Coordinator.

6) Kick Plates

All kick plates shall be .050-inch minimum thickness stainless steel US32D. Plates to be beveled three edges drilled and countersunk with stainless steel screws 5/8" minimum with matching finish.

7) Push and Pull Plates

- a) Push and Pull Plates as manufactured by **Trimco Series 1807 – 4SP or MCPS approved equal.**
- b) Size – 4" x 16"
- c) All plates shall be furnished with stainless steel Phillip's head screws with undercut heads to insure a tight bond on any type door. All plates shall be packaged in individual envelopes clearly marked and sized. All material shall be properly packaged to protect the finish.
- d) All push and pull plates shall have radius corners.
- e) All push plates shall be a minimum thickness of .125 inch.
- f) All pull plates shall be a minimum thickness of .050 inch.

8) Door Hold Opens

- a) Door Hold Opens shall be as manufactured by Ives, **Model FS495 or MCPS approved equal.**
- b) All holders shall be non-handed and furnished complete with proper fasteners.
- c) Furnish sex bolts on all wood doors.

9) Pull/Handles

- a) Pull/Handles as manufactured by **Trimco Series 1097HA.**
- b) Pulls shall have trim bolts with no exposed fasteners.
- c) Pulls shall be 1/8" thick stainless steel with features as specified.
- d) Pulls shall comply with ADA requirements.

10) Door Stop

- a) Floor Mount shall be **Ives Dome Stop FS17 or MCPS approved equal.**
- b) Wall Mount shall be **Ives Wall Bumper WS401 or MCPS approved equal.**

11) Door Louver(s)

- a) Louvers shall be manufactured from aluminum.
- b) Acceptable Manufacturers are as follows or MCPS approved equal.
 - i) **The Airolite Company**
 - ii) **Construction Specialties, Inc.**
 - iii) **Industrial Louvers, Inc.**
 - iv) **Airstream Products, Division of Penn Ventilator Company**
- c) Bidders shall provide louver of size to match existing.

5. Electrical

- a. **Lithonia and Lightolier** are the only approved lighting fixture manufacturers. The bidder(s) shall supply models of equal grade in 277V or 120V as may be required per project. These will be the "only" fixtures to be supplied and installed. The

lighting fixtures shall be 2' x 4' fluorescent lighting fixtures, drop-in type with cam latches and flush steel door, with baked enamel finish. The contractor shall provide electronic ballasts for all light fixtures and standard cool white blubs, in instant start-8/25watt fluorescent tubes. The contractor shall include new 6' fixture whip/cable in the installation cost. The approved model numbers are listed below:

1) **3-Lamp Parabolic**

Louver: 18 cell, 3" deep parabolic louver, non-specular

Lamp: **Philips** 25 Watts Long Life, Low Mercury, Thick Coat T8 TL835

Model "PLUS ALTO 835 T8" [Catalog F25T8/TL835/PLUS/ALTO]

Ballast: **Universal Triad** Instant Start electronic for F32T8 [B332IUNVEL-A]

Acceptable Manufacturers:

- a. **Lithonia PARAMAX 2PM3N 2' x 4' Series**, 18 Cell, Low Iridescence Diffuse
- b. **Lightolier DEEPCEL plus DP series** 18 Cell, Low Iridescence, Non-specular

2) **2-Lamp Parabolic**

Louver: 12 cell, 3" deep parabolic louver, non-specular

Lamp: **Philips** 25 watts Long Life, Low Mercury, Thick Coat T 8 TL835

Model "PLUS ALTO 835T8" [Catalog F25T8/L835/PLUS/ALTO]

Ballast: **Universal Triad** Instant Start Electronic for F25T8 [Catalog WHSG2-UNV-T8IS]

Acceptable Manufacturers

- a. **Lithonia PARAMAX 2PM3N 2' x 4' Series**, 12 Cell, Low Iridescence Diffuse
- b. **Lightolier DEEPCEL plus DP Series** 12 Cell, Low Iridescence, Non-Specular

3) **2-Lamp Static Lens Troffer**

Reflector: Silver Metalized film

Lens: Standard

Lamp: **Philips** 25 Watts Long Life, Low Mercury, Thick Coat T8 TL835

Model "PLUS ALTO 835 T8" [Catalog F25T8/TL835/PLUS/ALTO]

Ballast: Universal Triad Instant Start Electronic for F32T8
[Catalog B2321277EL]

Acceptable Manufacturers:

- a. **Lithonia 2SP G 3 32 Series**, reflectivity = 0.942
- b. **Lightolier XP/XA232 Series**
- c. **Lithonia 2GT8332 A12 1/3 ADDE** 120 Volt or 277 Volt

4) **3-Lamp Static Lens Troffer**

Reflector: High Reflectivity

Lens: Standard

Lamp: **Philips** 25 watts Long Life, Low Mercury, Thick Coat T8 TL835

Model "PLUS ALTO 835 T8" [Catalog F32T8/TL835/PLUS/ALTO]

Ballast: **Universal Triad** Instant Start Electronic for F25T8

[Catalog B3321277EL]

Acceptable Manufacturers

- a. **Lithonia 2 SP G 3 32 Series**, reflectivity = 0.942
- b. **Lightolier XP/XA 232 Series**
- c. **Lithonia 2GT8332 A 12 1/3 ADDE**

5) **Surface Mount Wrap Around Fixture**

Lithonia: LB232 MVOLT GEB10IS

6) **LED Light Fixtures****Acceptable Manufacturers****Surface Mount Wrap Around Fixture**

Lithonia: SBL4 LP835 MVOLT

Lithonia: SBL2 LP835 MVOLT

Mobern: 155 24 LED24 DMV WH35

Recessed Fixtures

RAB: EZPAN1X4-17YN/D10

7) **Exit Light Fixture****Approved Manufacturers**

- a. **Lightolier Model: LLNURW**
- b. **Lithonia Model: LQMSW3R120/277 ELN**

b. Removal

The contractor shall be responsible for the removal and disposal of existing lighting units to be replaced as required. All materials disposed of by the contractor must be disposed of in strict compliance with applicable codes, regulations and/or laws of the various authorities having jurisdiction.

- 1) The removed ceiling and lighting system shall become the property of the contractor, except for any unit and/or components designated by the MCPS Project Coordinator to be retained by MCPS. The contractor must notify the MCPS Project Coordinator **five days** prior to removal of the items for approval. The MCPS Project Coordinator shall examine all items removed from the premises. The contractor shall remove all other units from the school premises.
- 2) The contractor shall take all required action to protect all areas nearby at all times during the project. As required by MCPS the contractor shall cover with plastic, all computers, furniture, floors, etc., to insure against dust, scratches and gouges. The contractor will be responsible for all damages created during the execution of the work.

c. Light Fixture Installation Instructions1) Preparation

The MCPS Project Coordinator prior to proceeding shall approve all light fixtures and light placement.

2) Installation General

Install materials in accordance with manufacturer's printed instructions, and to comply with all governing regulations and codes i.e., fire resistance rating and Ceiling and Interior Systems Construction Association (CISCA) standards applicable to work.

- a) Install lights with pattern as approved by the MCPS Project Coordinator. The bidder may be required to provide a lighting layout drawing for MCPS to approve prior to beginning work.
 - b) All light fixtures will be independently supported by all thread or minimum 12-gage ceiling wire to building structure.
 - c) All light fixtures shall be connected to existing wiring following all appropriate electrical standards and codes. **A licensed electrician must perform all electrical work as well as obtain required permits.** The contractor shall include in their bid all electrical supplies required to connect new light fixtures, i.e., wire, wire nuts, connections, etc.
- 3) Where new lights and circuits are required, the bidder shall install new circuits in accordance with all code requirements and all work shall be performed by a

licensed electrician utilizing the hourly rates provided. The bidder and the MCPS Project Coordinator shall establish an agreement regarding the required hours.

d. Switches

Leviton or Hubbell 20A 120/277V rated switches maybe toggle or key type.

6. Flooring

Floor drain covers shall be replaced with nickel or nickel bronze strainer. This cost shall be included in the unit price cost.

6.Plumbing

All exposed piping shall be replaced when replacing all types of plumbing fixtures. i.e. urinal, sink, water closets, etc. This piping replacement cost shall be included in the fixture replacement cost. All exposed plumbing pipes for use with supply or drains shall be highly polished and heavy chrome plated. The bidder will be responsible for all existing piping repairs as may be deemed typical when replacing plumbing fixtures in aged buildings. All urinal waste lines, lavatory waste lines and floor drains will be snaked a minimum of 50 feet.

a. Pre-Inspection

The MCPS Project Coordinator and the contractor shall perform an inspection of all plumbing fixtures for normal flow.

b. Plumbing Fixtures

MCPS prefer to use plumbing fixtures of one manufacturer per project, however, exceptions may be made on a case by case basis upon approval by the MCPS Capital Improvement Contracting Office Supervisor. The approved manufacturers are **Zurn, American Standard Kohler, or Sloan, Fixtures shall be white only.**

c. Lavatory Wall – Hung

1. **Zurn # Z5344, 20” x 18” w/4” centers. Plumbing fixtures and brackets fully equal to the item specified, manufactured by American Standard, Kohler, or Sloan shall be acceptable.**

2. **Zurn Z1 Wall Bracket. Brackets must meet or exceed 0.125” material thickness.**

3. **Wheelchair Users Lavatory – Wall Hung**

American Standard-Model #9141.011, 20"x27", w/ 4" centers, Plumbing fixtures fully equal to the item specified, manufactured by Kohler, Zurn, or Sloan shall be acceptable.

8. General Installation Requirements:

- a. It is our intent to install fixtures on carrier systems if existing. If the fixture doesn't fit on existing carrier arms due to length of or spread of arms, reuse existing fixture (at discretion of MCPS project manager), replacing all components i.e. faucet, PO plug, trap, supply tubes, and angle stops.
- b. Remove waste nipple and replace with PVC unless existing is DWV copper.
- c. Provide heaviest duty bracket available and secure with toggle bolts or six Tapcon concrete screws. Wheelchair sinks will be mounted using existing carriers.
- d. Use appropriate mounting hardware for bottom holes on sink, i.e. Tapcom concrete screws or toggle bolts as needed.
- e. Caulk sink with white silicone, escutcheons (waste and supply) with clear silicone.
- f. Patch wall with water stop cement as needed.

d. Lavatory Faucet

Zurn Z81101 AquaSpec 4" Centerset Lavatory Faucet, LESS drain, ½" male threaded inlet shanks, "Wrist Blade or Lever Handles with Re/Blue color indexes. Plumbing fixtures fully equal to the item specified, manufactured by American Standard, Kohler, or Sloan shall be acceptable.

e. P.O. Plug

McGuire MFG. Company, open grid P.O. plug, Part #155A, Zurn #Z8743-PC, or equal (Polished Chrome Brass P.O. Plug)

f. Lavatory Riser Tube

Chrome plated copper – 3/8" OD, 12"-20" length. BrassCraft, Zurn, McGuire Mfg. Company, or MCPS approved equal.

g. Angle Stop

Chrome plated, solid brass, pipe-to-pipe, copper sweat-to-compression, compression-to-compression. BrassCraft, Zurn, McGuire Mfg. Company, or MCPS approved equal.

h. Cast-P-Trap

- 1) **McGuire MFG. Company, Ground Joint Swivel with cleanout-Part #8090 or MCPS approved equal.**
- 2) All cast brass nipples and set screw flanges for use with P-Traps, supplies and shower arms shall be highly polished and heavy chrome plated.

i. P-Trap Cover

Manufacturer: **Plumberex Model #CL3 or PLU396W or Zurn #Z8946-1-NT.**

j. Service Sink with Faucet and P-Trap

American Standard-Lakewell Service Sink-7692.008. Faucet 8341.076. P-Trap Standard-7798 or MCPS approved equal.

k. Toilets

- 1) **American Standard, Madera (white only) Elongated Toilet 2234.015, Top Spud, (6.0 Lpf/1.6), Plumbing fixtures fully equal to the item specified, manufactured by Kohler, Zurn, or Sloan shall be acceptable.**
- 2) **American Standard Handicap: (ADA), Madera (white only) Elongated Toilet 3043.102 Top spud, (6.0Lpf/1.6), Plumbing fixtures fully equal to the item specified, manufactured by Kohler, Zurn, or Sloan shall be acceptable.**
- 3) **Accessory Toilet Seat: Bemis #1655C (white only), Zurn #Z5956SS-EL (white only), church 295 SSC, or MCPS approved equal.**
- 4) Flush Valve (toilet)

Sloan Valve: Royal Model Flushometer Model 111 (6.0Lpf/1.6gpf) or MCPS approved equal.

Sloan Valve: Dual-Flush Model WES-111, (1.6gpf/6L per flush cycle by pushing down, and 1.1 gpf/4.2L per cycle by pulling up), or MCPS approved equal.

5) General Installation Requirements:

- a. Caulk toilet and water supply escutcheon with clear silicone.
- b. Patch floor with water stop cement as needed.

j. Urinal

- 1) **Wall-Mount Urinal American Standard Lynnbrook 1.0 GPF Blowout Urinal, 6601.012 Top Spud (white only). Plumbing fixtures fully equal to**

the item specified, manufactured by Kohler, Zurn, or Sloan shall be acceptable.

- 2) **Flush Valve Sloan Valve: Royal Model Flushometer 180-1.0 or MCPS approved equal.**

- 4) General Installation Requirements:

- a. Remove waste nipple and replace with PVC unless existing is DWV Copper
- b. Caulk urinal with white silicone
- c. Caulk water supply escutcheon with clear silicone
- d. Secure wall hanger with Tapcon concrete screws

- k. Shower

- 1) Shower faucet to be **Powers Biltmore Series 905, Kohler, American Standard or MCPS approved equal.**
- 2) **Showerheads, Arm and Flange – Powers Standard, Chrome-Plated K-1 or MCPS approved equal.**

- l. Wall Mounted Faucet

- 1) **Woodford Anti-Siphon Wall Faucets, Model 24/B24/Y24**
- 2) **Woodford Box/Door Assembly, Chrome B24BX as required.**

8. Toilet Partitions

- a. Toilet partitions, screens, pilaster and doors shall be solid high-density polypropylene or polyethylene resin material 1" thick. **Laminated partitions are not acceptable.** Colors will be selected by MCPS from manufacturer standard colors, prior to installation. The finish shall be orange peel. (NO OTHER FINISH IS ACCEPTABLE). Polypropylene or polyethylene material shall be graffiti resistant from topically applied paints, permanent markers, etc. Graffiti shall be easily removed without leaving any ghosting.

- b. Typical Partition Sizes

- 1) Elementary – 55" high X length as required
- 2) Middle and High - 55" high X length as required

- c. The only acceptable manufacturers shall be **Comtec/Capital Partitions, Inc., HDPE or Columbia Partitions, Polylife HDPE.** The product shall be graffiti proof as promoted by the manufacturers.

d. Materials and Hardware

- 1) Pilaster shoes – 4” polished stainless steel covering over aluminum angle. Anchor to floor with stainless steel bolts of appropriate size.
- 2) Doors are to be 1” thick with continuous aluminum heat zinc molding strip installed at the bottom of doors and all other panels. With the exception of handicap stalls, all door hinges shall be two–8”, Universal wrap around, chrome plated or bright aluminum finish, made of nonferrous material, field set, with heavy-duty pins set at the factory. **ADA accessible stalls shall have a continuous spring-loaded stainless steel piano type hinge, or three of the 8” hinges as stated above.** All door latches shall be handicap accessible, (slide latch). All doors shall be accessible from the outside for emergencies.
- 3) Partitions to be secured to pilasters with heavy-duty continuous aluminum channel. All pilasters on wall connections shall be heavy-duty continuous aluminum channels. Provide aluminum 1” wide heat strip at bottom of all panels.
- 4) Head rails shall be heavy-duty, anti-grip design, bright-anodized finish and of type 6063 aluminum alloy. Head rails shall be secured with tamper resistant “torx” stainless steel screws.

e. General Installation Requirements

- 1) Install partitions rigid, straight, plumb and level in accordance with manufacturer’s printed instructions and to the satisfaction of MCPS.
- 2) Anchor parts with #14 x 1 ¾” “torx” head screws or sex bolts.
- 3) Set hinges on in-swing doors to hold doors open approximately 30° and out swing doors to return to closed position.
- 4) Adjust doors as necessary to provide a free and easy operation.
- 5) The contractor is responsible for any and all patch work required, resulting from the removal of existing partitions and/or installation of new, i.e., ceramic tile replacement, floor mosaic tile, bolt holes, etc. This shall be included in the installation cost and performed to the satisfaction of MCPS. It is understood that colors for patch materials may no longer be available. MCPS will select colors from samples supplied by the contractor.
- 6) When installing the wall brackets on a wall where tile wainscoting is present, installation of a filler panel is required to fill the void between the wall bracket and the wall above the wainscoting.

f. Product-Quality Standard

- 1) Superficial blemishes and surface imperfections shall be acceptable if unnoticeable when viewed by the naked eye from a distance of 5'. Any blemishes/imperfections must be acceptable to MCPS upon staff evaluation.
- 2) Warpage shall not exceed 0.28 inches in the length of the door.
- 3) Graffiti from permanent markers, paint, etc., shall be completely removable using commercially available graffiti remover products, without any ghosting, after being allowed to set for a period of five days. No sanding permitted.
- 4) All material shall arrive at the job site with poly film protective coating, which is to be removed after installation.

g. Clean Up

- 1) **Contractor shall remove from the premises any and all existing restroom toilet partitions as required.** The existing partitions shall be removed from the MCPS location the same day they are disassembled or as agreed to by MCPS. Upon completion of the project, the bathroom and new materials shall be thoroughly cleaned. All construction debris shall be removed from facility the same day.
- 2) The contractor is responsible for all damage caused in the performance of their work. All repairs and/or replacements shall be equal to existing and must be approved as instructed by the MCPS Project Coordinator.

D. ACCESSORIES1. Grab Bars

- a. 1-1/2" diameter non-slip gripping surface, 304 stainless steel, 18-gauge with concealed fasteners.
- b. Provide in all handicap and ambulatory toilet stalls as required by ADA standards for accessibility.
- c. Mount in accordance with ADA regulations.
- d. Acceptable Models
 - 1) **ASI Series #3000**
 - 2) **Bobrick #B6206.99**
 - 3) **Bradley Series #812**

2. Toilet Paper Holders

- a. Surface mounted stainless steel with theft proof roller.
- b. Mounting Heights
 - 1) 36" in Middle and High Schools student toilets and locker areas (except handicapped stalls).
 - 2) All other areas shall be 25" from floor mounting height.
- d. Provide one for each toilet
- d. Acceptable Models
 - 1) **ASI #0030**
 - 2) **Bobrick #B2888**
 - 3) **Bradley #5402**

3. Sanitary Napkin Disposal Unit

Provide sanitary napkin disposal units as follows:

- a. Primary Schools: Only in girl's/women's toilets for adult use (including toilets used by multipurpose room and gymnasium after hours or auxiliary functions).
- b. Middle and High Schools: In all girl's/women's toilet facilities.

4. ADA Requirements

All ADA accessible compartments shall meet all current applicable ADA requirements. Furnish and install all required hardware including but not limited to handrails, door swing, etc.

5. Electric Hand Dryer

- a. Manufacturer: World Dryer surface mounted ADA compliant **SLIMdri Model L-974 or MCPS approved equal**.
- b. All wiring shall be concealed in the walls.
- c. Hand dryers shall be mounted flush to wall in accordance with ADA requirements.
- e. All dryers will be on individual 20 Amp circuits.

6. Paper Towel Dispensers

- a. Heavy gauge stainless steel with satin finish to accommodate 525 multi fold towels.
- b. Surface mounted w/tumbler lock.
- c. Provide one at all sinks in classrooms, workroom sinks, lab sinks and in toilet rooms as directed by Project Coordinator.
- d. **Acceptable Models: Bobrick B262, Bradley 250-15.**

7. Soap Dispensers

- a. Surface mounted ABS plastic, push button dispensing.
- b. Provide as instructed by the MCPS Project Coordinator, with a minimum of one in every toilet room.
- c. **Acceptable Models: DEB ProLine #-WHB 1 LDS**

8. Toilet Seat Cover Dispenser

- a. Provide as instructed by the MCPS Project Coordinator
- b. **Acceptable Model: Bobrick B-221 Satin Finish Stainless Steel**

9. Mirrors

- a. Provide as instructed by the MCPS Project Coordinator.
- b. Mirror Size: 18" x 24", shall be **Bobrick #165-1824, ASI, Bradley or MCPS approved equal.**
- c. Mirror Full Length 18" x 36", shall be **Bobrick #165-1836, ASI, Bradley or MCPS approved equal.**
- d. ADA Mirror Size 18" x 30" shall be **Bobrick 293-1830, ASI, Bradley or MCPS approved equal.**
- e. Install with concealed wall hanger and lock in place with theft resistant screws. Follow all manufacturers' installation instructions. Caulk mirror with white silicone.

E. **PAINTING**1. Scope

Paint all exposed surfaces not factory finished on exterior and interior materials as determined necessary by the MCPS Project Coordinator, to achieve the required material

protection and the desired project esthetics. All surfaces shall be sanded and cleaned before any new application of painting product.

2. System Performance Requirements

- a. Contractors, as of April 22, 2010, federal law require you to be certified and to use lead-safe work practices. Contractor shall meet all EPA guidelines including all submittals to MCPS, etc as required by EPA.
- b. **NO LEAD PAINT**
- c. Existing oil base surfaces that are to be painted with latex paint shall first be primed with a T-1 or T-2 primer recommended by the paint manufacturer to assure 100% bonding of the new paint.
- d. Any painting of ceramic tile or glazed tile walls shall be first primed with the manufacturer's recommended primer to assure 100% bonding of the new paint or coating.
- e. Where existing areas with lead based paints are disturbed, air borne particles shall be avoided. Paint containing lead shall be wet scraped (**No sanding**) and shall comply with COMAR 09.12.32 and 26.02.07 Occupational Exposure to Lead in Construction publications, as administered by Maryland Occupational Safety and Health (MOSH) Public Sector and OSHA.
- f. In renovation projects, proper procedures per the paint manufacturer's recommendations shall be exercised to assure 100% bonding of paint to surfaces that have weathered adverse environmental conditions.

3. Submittals

- a. Submit paint manufacturer's material safety data sheets to the MCPS Safety & Environmental Health Unit for review and approval.
- b. Final approved project color schedule shall be submitted by the contractor to the MCPS Project Coordinator, 45 West Gude Drive, Suite 4300, Rockville, Maryland 20850. The contractor shall include final color schedule in Operations, Maintenance and Product Data Manuals.

4. Products

- a. Acceptable Manufacturers
 - 1) **Sherwin-Williams Paints and Wall Coverings**
 - 2) **The Glidden Company**
 - 3) **PPG Industries Pittsburgh Paints**

- 4) **Pratt and Lambert**
- 5) **Sherwin-Williams Company**
- 6) **M.A.B. Paints**
- 7) **McCormick Paint Works Company**
- 8) **Benjamin Moore**
- 9) **Devoe and Raynolds Company**
- 10) **Martin-Senour**

b. Paint Types

In general, the types of paint and number of coats shall be:

- 1) Interior Gypsum Surfaces (except as noted below)

One coat vinyl acrylic latex wall primer-sealer and two coats vinyl acrylic latex (semi-gloss or eggshell finish)
- 2) Interior Gypsum Surfaces in Skylight Shafts

One coat vinyl acrylic latex wall primer-sealer and two coats vinyl acrylic latex (flat or eggshell finish).
- 3) Interior CMU

Two coats vinyl acrylic latex base alkali resistant block filler and two coats vinyl acrylic (semi-gloss or eggshell finish).
- 4) Interior Brick and Concrete

One coat alkyd base primer-sealer and two coats vinyl acrylic latex (semi-gloss or eggshell finish).
- 5) Ferrous Metal

One coat corrosion inhibiting primer plus two coats alkyd base gloss enamel (Satin finish at metal doors and frames).
- 6) Galvanized Metal (Interior)

One coat zinc dust primer plus one coat galvanized metal primer plus two coats alkyd base gloss enamel.

7) Exterior and Interior Natural Aluminum

Pre-treat surfaces with chromic acid etch. Prime with one coat yellow unthinned zinc chromatic primer; and provide two finish coats of alkyd base gloss enamel.

F. TRADE HOURLY RATES

1. The Quotation Form requires hourly rates for various trade principals. All skilled trade persons performing work under this contract must be licensed as applicable and in compliance with State of Maryland Department of Labor and Montgomery County Government and at a minimum Journeyman level with a minimum of five years documented experience.
2. A helper as requested will be a licensed person not satisfying the requirements above.

G. SUBMITTALS

The bidder shall provide to the MCPS Project Coordinator submittals for all products being installed under this bid. Submittals shall include detailed product information, MSDS sheets and installation instructions and shall be signed-off as approved by the MCPS Project Coordinator prior to ordering or installation. Failure to provide submittal will not release the contract from compliance with all specification herein and may require the removal and re-installation of appropriate/specified products.

APPENDIX A

SECTION 00801 – MINORITY BUSINESS ENTERPRISE PROCEDURES

MINORITY BUSINESS ENTERPRISE PROCEDURES FOR STATE FUNDED PUBLIC SCHOOL CONSTRUCTION PROJECTS Revised JUNE 2020

**Approved by the Montgomery County Board of Education
on September 22, 2008.**

DATE OF ORIGINAL APPROVAL: September 22, 2008

REVISED: October 14, 2008

REVISED: July 30, 2020

These procedures were approved by the Interagency Committee on School Construction on June 26, 2008, revised October 11, 20017, and shall be utilized by each public school system in Maryland as a condition for the receipt of State funds through the Public School Construction Program.

The effective date for implementation for projects in Montgomery County is October 14, 2008.

SECTION 008010 - Minority Business Enterprises (MBE) Memo/Procedures

October 1, 2020

To: All Bidders

From: Donna Hanson, MCPS Minority Business Enterprise

Coordinator Re: Revised MBE Participation Schedule and
Guidelines

Maryland Senate Bill 309

(http://mgaleg.maryland.gov/2017RS/Chapters_noln/CH_438_sb0309e.pdf), effective October 1, 2017, changed the minority business participation requirements. It is imperative that you understand and comply with the new requirements.

- **New Attachment B (sample included herein with explanation) for reporting participation**
- Revision of the supplier (regular dealer vs. broker) participation allowed

New Rules for Minority Business Enterprises (MBEs) Providing Materials and Supplies (Maryland Senate Bill 309) Chapter 438, Laws of 2017

*A bidder may apply only 60% of the costs of the materials and supplies provided by a certified MBE if the MBE is a **regular dealer** for purposes of achieving the MBE contract goal. A “regular dealer” means an MBE that owns, operates, or maintains a store, a warehouse, or any other establishment in which the materials, supplies, articles, or equipment are of the general character described by the specification required under the contract and are bought, kept in stock, or regularly sold or leased to the public in the usual course of business. Generally, a regular dealer will be identified as a wholesaler or supplier in the MBE Directory on the Maryland Department of Transportation website.*

*If materials or supplies are purchased from an MBE who is considered a **broker**, bidders cannot apply any portion of the costs of the materials and supplies toward the MBE goal. However, bidders may apply the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees or transaction charges for the delivery of materials and supplies required on a*

procurement toward MBE contract goals. The fees must be reasonable and not excessive as compared with fees customarily allowed for similar services.

*If a bidder purchases materials or supplies from a certified MBE who is a **manufacturer** of the materials and supplies, the bidder may count 100% toward meeting the MBE goal.*

*The participation of a certified MBE supplier, wholesaler, or regular dealer certified in the NAICS Code to **furnish and install** materials necessary for successful contract completion may be counted 100% toward meeting the goal.*

The bill defines “regular dealer” to be a firm that owns, operates, or maintains a store, warehouse, or any other establishment in which materials, supplies, articles, or equipment are of the general character described by the specifications required under the contract and are bought, kept in stock, or regularly sold or leased to the public in the usual course of business. A “regular dealer” does not include a packager, broker, manufacturer’s representative, or any other person that arranges or expedites transactions. (SB309)

The MBE Participation Schedule, Attachment B, has been revised to incorporate rows for MDOT certified prime contractor and MDOT certified Regular Dealer/Supplier/Wholesaler. A vendor may apply only 60% of the costs of the materials and supplies provided by the MBE if the certified MBE is a regular dealer for purposes of achieving the MBE contract goal. **For each MBE firm on the Attachment B that is a wholesale trade agent or broker, only the commission or fee for their service may be counted toward minority participation.**

MINORITY BUSINESS ENTERPRISE PROCEDURES FOR STATE FUNDED PUBLIC SCHOOL CONSTRUCTION PROJECTS

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MINORITY BUSINESS ENTERPRISE PROCEDURES FOR STATE FUNDED PUBLIC SCHOOL CONSTRUCTION PROJECTS

BACKGROUND

In 1978, the Maryland General Assembly passed legislation, which was signed into law to establish the State's Minority Business Enterprise Program. This new law set as a goal that at least 10 percent of each unit of State government's total dollar value of procurement contracts for purchases and/or contracts be awarded to minority business enterprises. This law was subsequently modified and the goal was increased to 14 percent. More recently, in 2001, the goal was increased to 25 percent with subcontracting sub-goals of 7 percent for certified African American-owned businesses and 10 percent for certified women-owned businesses.

In 1979, the Rules, Regulations, and Procedures for the Administration of the School Construction Program were revised by the Board of Public Works to require each local board of education to adopt procedures to attempt to include minority business enterprises in State funded school construction projects. The State law was revised and now states: "The Interagency Committee on School Construction (IAC) shall require each local board of education to adopt procedures consistent with this chapter before obtaining funds for public school construction projects".

In May 2007, the Rules, Regulations, and Procedures were replaced by regulations. The regulations concerning project procurement (COMAR 23.03.03) indicate that the State's minority business enterprise goals and procedures apply to all State funded projects, irrespective of procurement method.

OVERVIEW

This Minority Business Enterprise (MBE) procedure document was originally developed in response to a requirement set forth in the Rules, Regulations, and Procedures for the Administration of the School Construction Program. The MBE requirement was originally established under HB 64, which was passed in the 1978 session of the Maryland General Assembly and signed into law as Chapter 575 of the Acts of 1978.

Since the Board adopted its original Minority Business Enterprise Procedures, there have been changes in State statutes, regulations adopted by the Board of Public Works, procedural requirements, project eligibility requirements and the level of State participation in school construction projects. This revised procedure is consistent with current legislation and the changes to the Code of Maryland Regulations (COMAR) requirements, effective November 7, 2005 and May 21, 2007.

1.0 PURPOSE

The purpose of the Procedures is to fulfill the intent of the law by setting goals for minority business enterprise participation in every contract that includes State funding through the Public School Construction Program. Local Educational Agencies (LEAs) shall attempt to achieve the result that a minimum of 25 percent of the total dollar value of all construction contracts is made directly or indirectly with certified minority business enterprises when State Public School Construction Program (PSCP) funds are utilized, with a minimum of 7 percent from certified African American-owned businesses, a minimum of 10 percent from certified women-owned businesses, and the balance from any certified minority business enterprises. All general contractors, including certified MBE firms, when bidding as general or prime contractors are required to attempt to achieve the MBE subcontracting goals from certified MBE firms.

2.0 EFFECTIVE DATE

These procedures have been adopted for use in Montgomery County and supersede previously utilized MBE procedures, and will take effect on or after September 22, 2008.

3.0 DEFINITIONS

1. **Certification** means the determination that a legal entity is a minority business enterprise consistent with the intent of Subtitle 3 of the State Finance and Procurement Article.
2. **Certified Minority Business Enterprise** means a minority business that holds a certification issued by the Maryland State Department of Transportation (MDOT).
3. **Corporation**, as defined by MDOT, is an artificial person or legal entity created by or under the authority of the laws of any state of the United States, the District of Columbia or a territory or commonwealth of the United States and formed for the purpose of transacting business in the widest sense of that term, including not only trade and commerce, but also manufacturing, mining, banking, insurance, transportation and other forms of commercial or industry activity where the purpose of the organization is profit. For eligibility for certification, disadvantaged and/or minority individuals must own at least 51 percent of the voting stock and at least 51 percent of the aggregate of all classes of stock that have been issued by the corporation. (Note: stock held in trust is not considered as stock held by the disadvantaged businesspersons when computing the business person(s) ownership.)
4. **Managerial Control**, as defined by MDOT, means that a disadvantaged or minority owner(s) has the demonstrable ability to make independent and unilateral business decisions needed to guide the future and destiny of a business.

Control may be demonstrated in many ways. For a minority owner to demonstrate control, the following examples are put forth, but are not intended to be all inclusive:

- a. Articles of Incorporation, Corporate Bylaws, Partnership Agreements and other agreements shall be free of restrictive language which would dilute the minority owner's control thereby preventing the minority owner from making those decisions which affect the destiny of a business;
 - b. The minority owner shall be able to show clearly through production of documents the areas of the disadvantaged business owner's control, such as, but not limited to:
 - 1) Authority to sign payroll checks and letters of credit;
 - 2) Authority to negotiate and sign for insurance and/or bonds;
 - 3) Authority to negotiate for banking services, such as establishing lines of credit; and
 - 4) Authority to negotiate and sign for contracts.
 - c. Agreements for support services that do not lessen the minority owner's control of the company are permitted as long as the disadvantaged or minority business owner's authority to manage the company is not restricted or impaired.
5. **Minority Business Enterprise (MBE)** means any legal entity, except a joint venture, that is (a) organized to engage in commercial transactions, and (b) at least 51 percent owned and controlled by one or more individuals who are socially and economically disadvantaged including:
- African Americans;
 - American Indian/Native Americans;
 - Asians;
 - Hispanics;
 - Physically or mentally disabled individuals;
 - Women; or
 - A non-profit entity organized to promote the interests of physically or mentally disabled individuals.
6. **Minority Business Enterprise Liaison** means the employee of the school system designated to administer the Minority Business Enterprise Procedures for State funded public school construction projects.
 7. **Operational Control**, as defined by MDOT, means that the disadvantaged or minority owner(s) must possess knowledge necessary to evaluate technical aspects of the business entity. The primary consideration in determining operational control and the extent to which the disadvantaged or minority owner(s) actually operates a business will rest upon the specialties of the industry of which the business is a part. The minority owner should have a working knowledge of the technical requirements needed to operate in his/her industry.

Specifically, in the construction industry and especially among small (one to five person firms) contractors, it is reasonable to expect the disadvantaged or minority owner(s) to be knowledgeable of all aspects of the business. Accordingly, in order to clarify the level of operational involvement which a minority owner must have in a business for it to be considered eligible, the following examples are put forth, but are not intended to be all inclusive:

- a. The minority owner should have experience in the industry for which certification is being sought; and
 - b. The minority owner should demonstrate that basic decisions pertaining to the daily operations of the business are independently made. This does not necessarily preclude the disadvantaged or minority owner(s) from seeking paid or unpaid advice and assistance. It does mean that the minority owner currently must possess the knowledge to weigh all advice given and to make an independent determination.
8. **Ownership**, as defined by MDOT, means that:
- a. The minority owner(s) of the firm shall not be subject to any formal or informal restrictions, which limit the customary discretion of the owner(s). There shall be no restrictions through, for example, charter requirements, by-law provisions, partnership agreements, franchise or distributor agreements or any other agreements that prevent the minority owner(s), without the cooperation or vote of any non-minority, from making a business decision of the firm.
 - b. This means that the disadvantaged or minority persons, in order to acquire their ownership interests in the firm, have made real and substantial contributions of capital, expertise or other tangible personal assets derived from independently owned holdings without benefit of a transfer of assets, gift or inheritance from non-minority persons. Examples of insufficient contributions include a promise to contribute capital, a note payable to the firm or its owners who are not minority persons or the mere participation as an employee rather than as a manager. If the ownership interest held by a disadvantaged or minority person is subject to formal or informal restrictions, such as options, security interests, agreements, etc., held by a non-minority person or business entity, the options, security interests, agreements, etc., held by the non-minority person or business entity must not significantly impair the disadvantaged or minority person's ownership interest.
9. **Partnership** means an unincorporated association of two or more persons to carry on as co-owners of a business for profit. For a partnership to be deemed eligible for certification under the MDOT Program, the disadvantaged or minority person's interest must be at least 51 percent of the partnership capital.
10. **Socially and Economically Disadvantaged** means a citizen or lawfully admitted permanent resident of the United States who is socially disadvantaged and economically disadvantaged. The law establishes the level of personal net worth at \$1,500,000, above which an individual may not be found to be socially and economically disadvantaged.
11. **Sole Proprietorship**, as defined by MDOT, is a for-profit business owned and operated by a disadvantaged or minority person in his or her individual capacity. For a sole proprietorship to be deemed eligible for certification under the DBE/MBE Program, the disadvantaged or minority person must be the sole proprietor.

4.0 MBE GOAL SETTING PROCEDURES

1. The MBE program requires that all race-neutral measures be considered before making use of race-based measures. Using a combination of race-neutral and race-based measures for each specific school construction project will help ensure that certified MBE firms are afforded the opportunity to submit bids and be utilized to the greatest extent possible.
2. Race-neutral measures include any action taken by the LEA to make it easier for all contractors, including MBEs, to compete successfully for public school construction project contracts.
3. Race-based measures include setting an overall MBE goal and MBE subgoals, if applicable, based upon race, gender, ethnicity, etc., for a specific project.
4. The overall MBE goal and the subgoals, if applicable, should be set for each specific project, considering but not limited to, the following factors:

- a. The extent to which the work to be performed can reasonably be segmented to allow for MBEs to participate in the project;
 - b. A determination of the number of certified MBEs that potentially could perform the identified work;
 - c. The geographic location of the project in relationship to the identified certified MBEs;
 - d. Information obtained from other State departments/agencies related to establishing a MBE goal and/or subgoals for similar construction projects or work in the jurisdiction;
 - e. Information obtained from other State departments/agencies related to MBE participation in similar construction projects or work in the jurisdiction; and
 - f. Any other activities or information that may be identified as useful and productive.
5. The superintendent or designee shall establish one or more procurement review groups (PRG). The PRG must include at a minimum the MBE Liaison, and the procurement officer (PO) or a representative from the procurement office. The PRG could also include a capital improvement project manager, the project Architect, the cost estimator, the Construction Manager, and/or other individuals selected by the superintendent or designee.
 - a. The PRG should communicate and/or meet as needed to consider the MBE subcontracting goal and subgoals, if applicable, for individual projects or groups of projects.
 - b. The PRG should consider the factors cited in 4 above when establishing the MBE goal and subgoals, if applicable, for each project or segmented piece of a project that are reasonable and attainable.
 - c. The PRG must complete and submit a written analysis for each State-funded school construction project with an estimated cost that is expected to exceed \$200,000.
 - i. For State-funded projects that require review of construction documents (CD), the written analysis shall be submitted with the CD documents to the Department of General Services, and will be reviewed by DGS for submission, appropriate signatures, and correspondence between the goal and subgoals, if applicable, indicated in the analysis and those of the procurement documents
 - ii. For State-funded projects that do not require review of construction documents, the written analysis shall be submitted to the Public School Construction Program, and will be reviewed by the PSCP for submission and appropriate signatures.
 - iii. For locally funded projects that are anticipated to be requested for State approval of planning and funding, the written analysis shall be submitted with the CD documents to the Maryland State Department of Education, and will be reviewed by MSDE for submission, appropriate signatures, and correspondence between the goal and subgoals, if applicable, indicated in the analysis and those of the procurement documents. Submission of this document is a pre-conditions for recommendation for State approval of planning and funding when submitted in an annual CIP.
 - d. For projects estimated to cost between \$50,000 and \$200,000 the same analysis form is to be completed and submitted. This could be a responsibility of the PRG, but could be performed by others as well.
 - i. For State-funded projects that require review of construction documents (CD), the written analysis shall be submitted with the CD documents to the Department of General Services, and will be reviewed by DGS for submission, appropriate signatures, and correspondence between the goal and subgoals, if applicable, indicated in the analysis and those of the procurement documents.
 - ii. For State-funded projects that do not require review of construction documents, the written analysis shall be submitted to the Public School Construction Program, and will be reviews by the PSCP for submission and appropriate signatures.
 - e. If the project cost is estimated to exceed \$200,000, then a copy of the written analysis shall also be sent to GOMA at the same time that the written analysis is submitted to the DGE or PSCP.
 - f. The PRG should consult with local counsel for the Board of Education as needed.
5. It is recognized that by utilizing the factors cited in 4 above, the MBE goal and/or subgoals, if applicable, for a specific project or portion thereof may be significantly higher than the overall goals of the program (25%

overall, with 7% from African American-owned businesses and 10% from women-owned businesses). It is also recognized and possible that there will be MBE goals set that are lower than those stated above or even that no MBE goal and/or subgoals will be set for a specific project or the segmented piece of the project.

6. Assistance in reviewing the factors cited in 4 above and setting a goal and/or subgoals, if applicable, for specific projects or a segmented piece of a project can be obtained by contacting the Public School Construction Program and/or the Governor's Office of Minority Affairs.

5.0 IMPLEMENTING PROCEDURES - \$50,000 OR LESS

For construction projects estimated to cost \$50,000 or less, the following procedures will be utilized

1. A MBE goal and/or MBE subgoals are not required to be set for contracts that are anticipated to be for \$50,000 or less.
2. All advertisements, solicitations, and solicitation documents shall include the following statement:
 - a. "Certified Minority Business Enterprises are encouraged to respond to this solicitation."
3. To encourage greater MBE participation the staff of the school system should send out notices of potential projects and a specific project to MBEs to solicit bids or proposals directly from minority business enterprise contractors that are certified.
4. A copy of the solicitation notice, preferably electronically, shall be sent to the Governor's Office of Minority Affairs at the same time the advertisement for the solicitation is released.
5. When a pre-bid or pre-proposal conference or meeting is held, the MBE liaison or designated representative shall explain that all bidders or offerors are encouraged to utilize certified MBEs for this project or segments of the project.
6. Upon request for a specific project, the school system shall provide one set of drawings and specifications (and addenda when issued) to minority business enterprise associations recognized by the Governor's Office of Minority Affairs. They will be available free of charge to be picked up at a location designated by the LEA. A review of the bid or proposal activity submitted by an association's members may be initiated to justify continuation of this service.
7. Minority Business Enterprise forms identified in Section 6.0 of this procedure for projects over \$50,000, are not required to be submitted for these projects (\$50,000 or less).
8. The names of prime contractors obtaining drawings and specifications will be shared with certified MBEs and MBE associations, upon request.
9. At the time of the contract award, the MBE Liaison or a designated person will record any anticipated certified minority business enterprise participation data made available from the successful contractor.
10. A business that presents itself as a minority business may participate in a project but may not be counted toward MBE participation until it is a certified minority business enterprise. If the MBE is not certified at the time of contract award, it may not be counted at that time. Only the funds paid after MDOT certification can be counted as MBE participation in the project. If a certified MBE fails to meet the standards specified in State Finance and Procurement Article 14-301 (G) and (I), Annotated Code of Maryland, the payments made to the MBE can be recorded and counted under a contract entered into when the MBE was eligible and certified. Ineligibility of an MBE to participate in the MBE program may not be the sole cause of the termination of the MBE contractual relationship for the remainder of the term of the contract.
11. The contractor will complete the Standard Monthly Contractor's Requisition for Payment (IAC/PSCP Form 306.4), specifically page 3 of 16, Minority Business Enterprise Participation, with each requisition submitted for payment. If certified MBE firms are known at the time of contract award their names and other appropriate information should be entered on page 3 of the first and all subsequent requisitions for payment. Any MBEs identified during the life of the project should be added as soon as the contractor engages them.

12. Upon completion of the project the contractor will provide a summary of the total of all funds paid to certified MBE firms. This should be within the contractor's final requisition for payment.

6.0 IMPLEMENTING PROCEDURES - Over \$50,000

For construction projects estimated to cost in excess of \$50,000, the following procedures will be utilized:

1. All advertisements, solicitations, and solicitation documents shall include the following statements:
 - a. "Certified Minority Business Enterprises are encouraged to respond to this solicitation notice."
 - b. "The contractor or supplier who provides materials, supplies, equipment and/or services for this construction project shall attempt to achieve the specific overall MBE goal of ____ percent established for this project. All prime contractors, including certified MBE firms, when submitting bids or proposals as general or prime contractors, are required to attempt to achieve this goal from certified MBE firms."
 - c. If subgoals have been established for this project then one of the following should be included:
 - 1) "The subgoals established for this project are ____ percent from African American-owned businesses and ____ percent from woman-owned businesses."
 - 2) "The subgoal established for this project is ____ percent from African American-owned businesses."
 - 3) "The subgoal established for this project is ____ percent from woman-owned businesses."
 - d. "The bidder or offeror is required to submit with its bid or proposal a completed Attachment A - Certified MBE Utilization and Fair Solicitation Affidavit and Attachment B - MBE Participation Schedule, as described in the solicitation documents.
 - e. If there is no overall MBE goal or MBE subgoals established for the project, then only 1.A. above is to be included.
2. Other Advertisement and Outreach Requirements
 - a. To encourage greater MBE participation the staff of the school system should send out notices of potential projects to MBEs or solicit bids or proposals directly from minority business enterprise contractors that are certified.
 - b. A copy of the solicitation notice, preferably electronically, shall be sent to the Governor's Office of Minority Affairs at the same time the advertisement for the solicitation is released.
 - c. Upon request for a specific project, the school system shall provide one set of drawings and specifications (and addenda when issued) to minority business enterprise associations recognized by the Governor's Office of Minority Affairs. They will be available free of charge to be picked up at a location designated by the LEA. A review of the bid or proposal activity by an association's members may be initiated to justify continuation of this service.
 - d. When a pre-bid or pre-proposal conference is held, the MBE Liaison or designated representative shall explain the MBE goal and subgoals, if applicable; the MBE provisions of the solicitation; the documentation required at the time of submission; its relationship to the responsiveness of the bidder or offeror; how to complete the required attachments, particularly A, B, and C; and additional information and supporting documentation that may be required after the bid or proposal opening. All contractors who attend the pre-bid or pre-proposal conference should receive a list or information explaining how to obtain a listing of certified MBE firms who could perform the work or have expressed an interest in performing the school construction work required for the specific project in the jurisdiction.
 - e. The names of prime contractors obtaining drawings and specifications will be shared with certified MBEs and MBE associations, upon request.
 - f. The MBE liaison, in conjunction with the procurement officer or project staff, should respond to all applicable questions and concerns relating to the project's MBE requirements completely and in a timely fashion to ensure that all potential contractors and subcontractors can compete effectively.
3. All Solicitation Documents Shall Include the Following:
 - a. "Certified Minority Business Enterprises are encouraged to respond to this solicitation notice".
 - b. "The contractor or supplier who provides materials, supplies, equipment and/or services for this construction project shall attempt to achieve the result that a minimum of __ percent of the total contract value is with

certified Minority Business Enterprises, with a minimum of ___ percent from certified African American-owned businesses, a minimum of ___ percent from certified women-owned businesses, and the balance from any certified Minority Business Enterprises. All contractors, including certified MBE firms, when submitting bids or proposals as prime contractors, are required to attempt to achieve the MBE goal and subgoals, if applicable, from certified MBEs". Note: see 6.1.C. above for variations that may be required.

- c. Each bid or offer submitted, including a submittal from a certified MBE in response to this solicitation, shall be accompanied by a completed Attachment A - Certified MBE Utilization and Fair Solicitation Affidavit and a completed Attachment B - MBE Participation Schedule. These two attachments must be accurate and consistent with each other.
 - 1) Attachment A and Attachment B shall be submitted with the sealed bid price or proposal at a place, date, and time specified in the solicitation document.
 - 2) As an alternative, and at the discretion of the school system, Attachment A could be submitted with the sealed bid price or proposal at a place, date, and time specified in the solicitation document. The sealed bids or proposals received by the time specified could be held, unopened for a maximum of 30 minutes. Within that time (30 minutes) each bidder or offeror must submit Attachment B, in a separate sealed envelope. The sealed price envelopes from each bidder or offeror who submits both the sealed bid or proposal and the envelope with Attachment B will then be opened and reviewed and recorded as a viable submission. Any contractor that fails to submit the second envelope, with Attachment B, prior to the specified time allowed (30 minutes) after the submittal of the sealed bid or proposal will be deemed non-responsive and the sealed bid or proposal will not be opened or considered.
- d. The submittal of a completed and signed Attachment A - Certified MBE Utilization and Fair Solicitation Affidavit and a completed and signed Attachment B - MBE Participation Schedule indicates the bidder's or offeror's recognition and commitment to attempt to achieve the MBE goal and/or MBE subgoals, if applicable, for the specific project.
 - 1) The bidder or offeror recognizes that their efforts made to initiate contact, to solicit, and to include MBE firms in this project will be reviewed carefully and evaluated based upon the actions taken by them prior to and up to 10 days before the bid or proposal opening. Follow-up actions taken by the bidder or offeror within the 10 days prior to the bid opening will also be considered.
 - 2) Based upon this review and evaluation it will be determined, by the MBE liaison, procurement officer, or a designated person, if a good faith effort was made by the apparent low bidder or apparent successful offeror.
- e. The bidder or offeror must check one of the three boxes on Attachment A, which relates to the level of MBE participation achieved for the project. The bidder's or offeror's signature indicates that in the event that they did not meet the MBE goal or subgoals, if applicable, that:
 - 1) They are therefore requesting a waiver, and
 - 2) Documentation of their good faith efforts will be provided to the school system staff within 10 days of being notified that they are the apparent low bidder or apparent successful offeror.
- f. The bidder or offeror must submit Attachment B (as and when described above), which lists and provides information related to each certified MBE firm that the bidder or offeror will utilize on this project. A completed and accurate Attachment B is required. All of the work specified to be performed by each MBE firm, the contact information, MDOT certification number, minority code, the dollar values, and percentages must be correct.
- g. Attachment B should be completed and submitted with all calculations utilizing the base bid or offer only. A revised Attachment B should be submitted by the successful bidder or offeror once a determination is made as to the acceptance and/or rejection of any alternates.
- h. If a request for a waiver has been made, the appropriate box on Attachment A has been checked and the attachment signed, then the LEA should obtain and review the apparent low bidder's or successful offeror's supporting documentation of the good faith efforts to justify the granting of the waiver, prior to submitting the contract award for approval to the board of education.
- i. The following documentation shall be considered as part of the contract, and shall be furnished by the apparent low bidder or successful offeror to the MBE Liaison or designated person, within ten (10) working days from notification that the firm is the apparent low bidder or successful offeror:

- 1) A completed Attachment D - Minority Business Enterprise Subcontractor Project Participation Statement shall be completed and signed by the prime contractor and each MBE firm listed on Attachment B - MBE Participation Schedule and Attachment C - Outreach Efforts Compliance Statement shall be signed and completed by the bidder or offeror.
- 2) Notification for purposes of this procedure means the earliest of the following methods of communication: orally in person, orally by telephone, orally by a telephone message, a faxed communication, a letter by date received or an electronic communication.
- 3) The ten (10) working days do not include the day the notification is received, weekends or holidays (State or Federal), but the material submitted must be received by the close of business on the tenth day.
- 4) The requirement to submit the above-listed documentation within the time frame specified will be considered by the IAC in its review of the request for contract award for the project. Failure to submit the required documentation within the time frame specified may result in a delay of the approval of the award of the contract, or the materials being returned without the approval of the award of the contract.

4. Waiver Procedures

- a. If the apparent low bidder or successful offeror has determined that they are unable to meet the overall MBE goal or subgoals, if applicable, for the project at the time of submission of a bid or offer, they must check either of the two boxes on Attachment A. The signature recognizes and acknowledges that a request for a waiver is being made. The apparent low bidder or successful offeror will therefore be required to submit information and substantiating documentation that will be reviewed to justify the granting of a waiver.
- b. If the apparent low bidder or successful offeror is unable to achieve the overall MBE contract goal and/or the MBE subgoals, if applicable, from certified African American-owned businesses and/or from certified women-owned businesses, the apparent low bidder or successful offeror shall submit, within 10 working days from notification that the firm is the apparent low bidder or successful offeror, a completed Attachment C - Outreach Efforts Compliance Statement, Attachment E - Minority Subcontractors Unavailability Certificate, and Attachment F - MBE Waiver Documentation which shall include the following:
 - 1) A detailed statement of the efforts made by the bidder or offeror to identify and select portions of the work proposed to be performed by subcontractors in order to increase the likelihood of achieving the stated goal;
 - 2) A detailed statement of the efforts made by the bidder or offeror prior to and up to at least ten (10) days before the bid or proposal opening to solicit minority business enterprises through written notices that describe the categories of work for which subcontracting is being solicited, the type of work to be performed and specific instructions on how to submit a bid or proposal;
 - 3) Follow-up actions taken by the bidder or offeror within the 10 days prior to the bid or proposal opening will also be considered.
 - 4) A detailed statement of the bidder's or offeror's efforts to make personal contact with MBE firms identified for item (2) above;
 - 5) A record of the name, address, telephone number and dates contacted for each MBE identified under items (2) and (3) above;
 - 6) A description of the information provided to MBEs regarding the drawings, specifications and the anticipated time schedule for portions of the work to be performed;
 - 7) Information on activities to assist minority business enterprises to fulfill bonding requirements or to obtain a waiver of these requirements;
 - 8) Information on activities to publicize contracting opportunities to minority business enterprises, attendance at pre-bid or pre-proposal meetings or other meetings scheduled by the MBE Liaison or designated representative; and
 - 9) As to each MBE that placed a subcontract quotation or offer which the apparent low bidder or successful offeror considers not to be acceptable, a detailed statement of reasons for this conclusion.
- c. In addition to any waiver documentation the apparent low bidder or successful offeror shall submit one completed Attachment D - Minority Business Enterprise Subcontractor Project Participation statement for each MBE firm that will participate in the project consistent with the information previously provided at the time of the submission of Attachment B or the revised Attachment B.

- d. A waiver of an MBE contract goal or subgoal, if applicable, may be granted by the school system only upon receipt of Attachment C - Outreach Efforts Compliance Statement, Attachment E - Minority Subcontractors Unavailability Certificate, and Attachment F - MBE Waiver Documentation as described above in items 1) through 9)
- 1) The MBE Liaison will review and accept or reject the minority business enterprise material that is submitted, and could obtain legal advice or assistance from their attorney.
 - 2) The MBE waiver request may not be considered unless all of the documentation specified above has been submitted in a timely fashion by the apparent low bidder or successful offerer.
 - 3) Assistance in the review of a request for a waiver (the documentation and justifications) may be requested from the Public School Construction Program and/or the Governor's Office of Minority Affairs.
 - 4) If a determination is made that the apparent low bidder or successful offeror did make a good faith effort, based upon a review of the documentation submitted, then the waiver must be granted. The award of contract shall then be made. The material and information submitted, including the LEA's review and analysis notes and conclusion shall be retained in the project file.
 - 5) If a determination is made that the apparent low bidder or successful offeror did not make a good faith effort, based upon a review of the documentation submitted, then the waiver should not be granted. The material and information submitted, including the LEA's review and analysis notes and conclusion, shall be retained in the project file. The award of contract shall then be made to the next lowest bidder or offeror, who meets the contractual requirements, including the MBE requirements.
 - 6) When a waiver is granted, a copy of Attachment F - MBE Waiver Documentation, accepted and signed by a school system representative and with the reasons for the determination, shall be forwarded to the Governor's Office of Minority Affairs and the Public School Construction Program within ten (10) days after approval of the contract award by the board of education. Failure to submit the required documentation within the time frame specified may result in delayed approval of the award of contract by the IAC.

5. All Contracts Shall Include The Following:

- a. "The contractor shall perform the contract in accordance with the representations made in Attachment A - Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit and Attachment B - MBE Participation Schedule, submitted as part of the bid or proposal".
- b. "Failure to perform the contract as specified and presented in the bid or proposal submission without prior written consent of the owner shall constitute a violation of a material term of the contract".
 - 1) The contractor shall structure his/her operations for the performance of the contract to attempt to achieve the MBE goals as stated in the solicitation document.
 - 2) The contractor agrees to use his/her best efforts to carry out these requirements consistent with the efficient and effective performance of the contract.
 - 3) The contractor must ensure that all certified MBEs shall have the maximum practical opportunity to compete for additional subcontract work under the contract, even after the award of the contract.
 - 4) The contractor shall submit monthly to the MBE Liaison or the school system's designated representative a report listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.
 - 5) The contractor shall included in its agreements with its certified MBE subcontractors, a requirement that those subcontractors submit monthly to the MBE Liaison or appropriate representative a report that identifies the prime contract and lists all payments received from the contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices.
 - 6) The contractor shall cooperate in any reviews of the contractor's procedures and practices with respect to minority business enterprises, which the MBE Liaison, the Public School Construction Program, and/or the Governor's Office of Minority Affairs may, from time to time, conduct.
 - 7) The contractor shall maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the contractor and furnished to the MBE Liaison and or appropriate representative on request.
 - 8) All records concerning MBE participation must be retained by the contractor for a period of five years after final completion of the contract, and will be available for inspection by the MBE Liaison,

representatives from the Public School Construction Program and/or other designated official entities.

- 9) At the option of the MBE Liaison or appropriate agency representative, upon completion of the contract and before final payment and/or release of retainage, the contractor shall submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.
- 10) If at any time after submission of a bid or proposal and before execution of a contract, the apparent successful bidder or offeror determines that a certified MBE listed on Attachment B - MBE Participation Schedule has become or will become unavailable, then the apparent successful bidder or offeror shall immediately notify the procurement officer and provide such officer with a reason(s) why the change has occurred. Any desired change in Attachment B - MBE Participation Schedule shall be approved in advance by the procurement officer and shall indicate the contractor's efforts to substitute another certified MBE subcontractor to perform the work. Desired changes occurring after the date of contract execution may occur only upon written approval by the LEA.
- 11) A business that presents itself as a minority business may participate in a project but the contract value may not be counted toward the MBE goal or subgoals, if applicable, until the business is certified by MDOT. If it is not certified at the time of contract award it may not be counted toward the goal or subgoals, if applicable, at that time. Only the funds paid after MDOT certification can be counted toward meeting the MBE goal or subgoals, if applicable. If a certified MBE fails to meet the standards specified in State Finance and Procurement Article.14-301, Annotated Code of Maryland, the payments made to the MBE can be recorded and counted under a contract entered into when the MBE was eligible and certified. Ineligibility of an MBE to participate in the MBE program may not be the sole cause of the termination of the MBE contractual relationship for the remainder of the term of the contract.
- 12) Contractors are encouraged to seek additional MBE participation in their contracts during the life of the project. Any additional MBE participation from certified MBEs should be reported to the MBE liaison and should be included in subsequent monthly requisitions for payment.
- 13) The contractor shall complete the Standard Monthly Contractor's Requisition for Payment (IAC/PSCP Form 306.4), specifically page 3 of 16, *Minority Business Enterprise Participation*, with each requisition submitted for payment. This submittal should accurately reflect the payments to be made that month to MBEs, and the cumulative total for the period specified. Any and all MBE firms that are identified on Attachment B – MBE Participation Schedule should be included on page 3 of the first and all subsequent requisitions for payment. Any MBEs identified during the life of the project should be added as soon as the contractor engages them.
- 14) At the completion of the project the contractor shall prepare a written summary of the final certified MBE participation in the contract as compared to the proposed participation at the time of contract award. This should include the name of each certified MBE, the amount that was anticipated to be paid at the time of contract award, the amount actually paid, and an explanation of any differences that have occurred. Special attention should be given to any situations where the final payments to any MBE was below the level of commitment at the time of contract award.

6. Projects Utilizing a Construction Manager Delivery Method

This section of the procedure has been prepared based upon the utilization of Construction Manager Agency method of delivery. If another alternative method of project delivery is being considered, then these procedures would need to be adapted in consultation with the PSCP before proceeding.

- a. For projects that are being designed and solicited utilizing a Construction Manager Agency delivery method with multiple prime contracts, the school system can structure its procedures to attain the overall MBE goal and subgoals, if applicable, for the project as presented below:
- b. The MBE liaison and other school system staff should work with the project's construction manager, cost estimator, and architect, along with any other individuals who could provide assistance, to determine the overall MBE utilization strategy for the work required, appropriate bid packages, and an appropriate overall MBE goal and subgoals, if applicable, for each specific bid or proposal package.
- c. The overall MBE goal and subgoals, if applicable, for the project shall represent the aggregate of the individual goals and subgoals, if applicable, set for each bid or proposal package.
- d. In setting the specific goals and subgoals, if applicable, for each solicitation package consideration should be given to the potential for MBE participation to the maximum extent possible. The information and procedures provided in section 4.0 MBE Goal Setting Procedures should be consulted and followed for these types of projects.

- e. Prior to submitting the construction documents for State review and authorization to solicit bids or proposals, the school system's representative will prepare a complete list of the individual solicitation packages and indicate the MBE goal and subgoals, if applicable, for each solicitation package. This would include the overall MBE goal and subgoals, if applicable, established in the solicitation documents, the estimated cost for each solicitation package, and the estimated MBE dollar amounts for each solicitation package. A copy of this list should be submitted with the construction documents. The list should be retained as a record by the school system for comparison to the actual contracts awarded with MBE participation, and the final actual MBE participation at the completion of the project.
 - f. Contractors submitting bids or proposals for solicitation packages that do not include a MBE goal and subgoals, if applicable, would not be required to submit any of the MBE attachments that are otherwise required nor would they be required to indicate that they are requesting a waiver. The school system representative would, however, request information from the contractor at the completion of the project to determine if any certified MBE firms had participated in the contract.
 - g. All other submittals of MBE materials and reporting requirements are applicable for the project, including the submittal of attachments a and b as described above in section 6.0. this includes the documentation for a request for a waiver, if applicable and appropriate.
7. Projects Utilizing an Indefinite Delivery/Indefinite Quantity (IDIQ) or Job Order Contracting (JOC) Method of Delivery
- a. The solicitation should be prepared and the overall MBE goal and subgoals, if applicable, established based upon the type of work that is anticipated to be specified or performed under the contract and the availability of certified MBEs. This could include an analysis of the percentages of the different types of work, the estimated dollar value in the entire contract, and the availability of MBEs.
 - b. If an overall goal and subgoals, if applicable, are set the bidders or offerors would be required to submit Attachment A - Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit in which they could indicate their anticipated MBE participation based upon the entire contract amount and the types of work specified. The award of contract can be made based upon their estimate of MBE participation since there is no specific task order or description of work to be performed and subcontractors have not been identified or engaged through any type of commitment or subcontract.
 - c. Since MBE participation is only anticipated in a general sense as an objective and specific contracts to MBEs have not been signed, then the contract award would not be included in any reporting to the PSCP or subsequent reporting to GOMA.
 - d. However, as the contract proceeds and individual task orders and/or purchase orders are issued, the contractor should submit Attachment B - MBE Participation Schedule for any and all projects or work where MBE subcontractors and/or suppliers might reasonably be utilized. Discussions between the contractor or offeror and the LEA as the task orders and/or purchase orders are being developed should address this aspect of the contract requirements.
 - e. Any MBE participation should be recorded by the MBE liaison and reported to the PSCP MBE Liaison as the task orders and/or purchase orders are approved.
 - f. The contractor shall complete the Standard Monthly Contractor's Requisition for Payment (IAC/PSCP FORM 306.4), specifically page 3 of 16, *Minority Business Enterprise Participation*, with each requisition submitted for payment. This submittal should accurately reflect the payments to be made that month to MBE S, and the cumulative total for the period specified. Any and all MBE firms that are identified on Attachment B - MBE Participation Schedule should be included on page 3 of the first and all subsequent requisitions for payment. Any MBEs identified during the life of the project should be added as soon as the contractor engages them.
 - g. At the completion of the contract period or the full utilization of the contract's value a report should be prepared by the LEA MBE Liaison and submitted to the PSCP MBE Liaison summarizing the MBE participation in each and all of the task orders or purchase orders issued under the contract. This should include the anticipated MBE participation prior to the issuance of the solicitation, the MBE participation anticipated at the time of contract award and the actual MBE participation at the completion of the contract.
8. Projects Utilizing the Design/Build Delivery Method
- a. The solicitation is for both A/E services and the actual construction of a public school project. The solicitation should be prepared and the MBE goal and subgoals, if applicable, established for the construction work that is anticipated for the project. The goal setting procedures described in Section 4.0 above should be utilized for these types of projects.

- b. The bidders or offerors should be required to submit Attachment A - Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit on which they would indicate their anticipated MBE participation based upon the construction work anticipated and their understanding of the MBE goal and subgoals, if applicable, the types of work involved, and the availability of certified MBEs for the project. Since there are no detailed plans or designs for the project and there are no contracts or subcontracts for the actual construction work there is no need to submit any other MBE attachments, at this time.
- c. If the bidder or offeror, who is to be awarded this contract has indicated that they do not anticipate achieving the overall MBE participation goal and subgoals, if applicable, for this project on Attachment A, then they are in effect requesting a waiver. They will be required to submit documentation at a later date to justify this request.
- d. As the project proceeds through the design phase and the project is nearing the completion of the construction documents for submission to the State to review, the Design/Build Team (team) in consultation with LEA representatives should discuss the opportunities and potential for certified MBEs to participate in the project.
- e. The team should begin to identify potential contractors and subcontractors, opportunities to segment the project, and MBEs that could participate in the project.
- f. At a point in time that is approximately 30 days prior to the anticipated CD submission to the State, the team should complete and submit Attachment B - MBE Participation Schedule to the LEA for their review and approval.
- g. If the team had indicated on Attachment A that they would meet the goals and the information on Attachment B indicates that they did meet the goals then the team should proceed with the construction of the project.
- h. If the team had indicated on Attachment A that they did not anticipate meeting the overall MBE goal and subgoals, if applicable, or only a portion of the goal and subgoals, if applicable, then Attachment B should be reviewed by the LEA. The team should, at this time, submit their documentation in support of the waiver requested.
- i. The proposed MBE participation should be reviewed and a determination made as to whether the team has made a good faith effort to meet the MBE goals and subgoals, if applicable, established for the project and as stated on Attachment A, previously submitted.
- j. If a request for a waiver is made and approved, Attachment F – MBE Waiver Documentation should be signed by a school system representative and submitted to the PSCP and the Governor’s Office of Minority Affairs.
- k. Since there was no MBE participation reported at the time of the award of the Design/Build contract, the LEA would submit the entire package of information, including all of the MBE related attachments to the PSCP within ten (10) days of the team being directed to proceed with the actual construction work.
- l. All other submittals of MBE materials and reporting requirements are applicable for the project, as described above in Section 6.0.

7.0 RECORDS AND REPORTS

1. The MBE Liaison shall maintain such records as are necessary to confirm compliance with its Minority Business Enterprise Procedures and activities. The records shall be maintained until the project is audited by the Public School Construction Program. These records shall include by project:
 - a. The contractor report submitted at the completion of the project;
 - b. The identity of the minority contractors employed on the project;
 - c. The type of work performed;
 - d. The actual dollar value of the work, services, supplies or equipment; and
 - e. The MBE percentage of the total contract.
2. The MBE Liaison will maintain a record of all waivers approved for each project or solicitation package where the prime contractor was unable to achieve the established overall goal or subgoals, if applicable. The MBE Liaison will, however, report to the PSCP all MBE participation by MDOT certified firms who are prime contractors, subcontractors, suppliers, or otherwise making an economically viable contribution to each project. This information shall be reported to PSCP within ten (10) days after approval of the award of the contract by the board of education.

3. The LEA shall submit the “Certified Minority Business Enterprise Participation Standard Monthly Contractor’s Requisition for Payment” (IAC/PSCP Form 306.4 page 3 of 16, located in the Administrative Procedures Guide), which is Attachment G in this procedure, to the PSCP Director of Fiscal Services as part of the regular monthly request for payment for the project.
4. The LEA shall submit the “Close-Out Cost Summary” (IAC/PSCP Form 306.6 located in the Administrative Procedures Guide), which is Attachment H of this procedure, along with the “Certified Minority Business Enterprise Participation Standard Monthly Contractor’s Requisition for Payment” (IAC/PSCP Form 306.4) to the PSCP Director of Fiscal Services within 180 days of completion of the project.
5. Each fiscal year end, PSCP Fiscal Services will create a report “Payments Made To Contractors during The Fiscal Year” and maintain such records as are necessary to confirm compliance with its minority business enterprise procedures and activities.
6. Each fiscal year end, PSCP Fiscal Services will create a report “Projects Completed During the Fiscal Year” and maintain such records as are necessary to confirm compliance with its Minority Business Enterprise Procedures and activities. This report will compare the overall MBE goal and subgoals, if applicable, for each specific project with the MBE participation anticipated at the time of contract award and the actual MBE participation at the completion of the project.

8.0 MONITORING

1. The LEA’s procurement personnel or project staff shall verify that the certified MBE’s listed in the MBE participation schedule are actually performing the work.
2. The LEA’s procurement personnel shall ensure that MBE subcontractors are receiving compensation as set forth in the MBE participation schedule by ensuring that the contractor submits monthly reports, listing any unpaid invoices over 30 days old received from any certified MBE subcontractor, the amount of each invoice, and the reason payment has not been made.
3. The MBE Liaison and/or the Public School Construction Program will conduct reviews as deemed necessary to confirm compliance with the minority business enterprise participation requirements.
4. The MBE Liaison will maintain appropriate records, and shall assist the Public School Construction Program in on-site or post-audit reviews upon request.
5. Auditors from the Public School Construction Program will have access to and the ability to audit MBE participation for specific projects, information retained by the LEA, and/or submitted to the IAC in reports/forms filed by the LEA as referenced above.

9.0 MINORITY BUSINESS ENTERPRISE LIAISON

1. The Superintendent shall designate an individual to be identified as the MBE Liaison for the school system.
2. The MBE Liaison will be the contact person who will work with the Public School Construction Program and the Governor’s Office of Minority Affairs to implement the Minority Business Enterprise Program for the school system and the State of Maryland.
3. The Superintendent will immediately notify the Public School Construction Program if there is a change in the MBE Liaison for the school system.

**CERTIFIED MINORITY BUSINESS ENTERPRISE
UTILIZATION AND FAIR SOLICITATION AFFIDAVIT**

NOTE: You must include this document with your bid or offer. If you do not submit the form with your bid or offer, the procurement officer shall deem your bid non-responsive or your offer not reasonably susceptible of being selected for award.

* * * * *

Part I.

I acknowledge the:

- Overall certified MBE subcontract participation goal of 5 %. and
- The subgoals, if applicable, of:
- N/A% for certified African American-owned businesses and
- N/A% for certified Asian American-owned businesses.

I have made a good-faith effort to achieve this goal. If awarded the contract, I will continue to attempt to increase MBE participation during the project.

Part II.

Check ONE Box

NOTE: FAILURE TO CHECK ONE OF BOXES 1, 2, or 3 BELOW WILL RENDER A BID NON-RESPONSIVE OR AN OFFER NOT REASONABLY SUSCEPTIBLE OF BEING SELECTED FOR AWARD

NOTE: INCONSISTENCY BETWEEN THE ASSERTIONS ON THIS FORM AND THE INFORMATION PROVIDED ON THE *MBE PARTICIPATION SCHEDULE* (ATTACHMENT B) MAY RENDER A BID NON-RESPONSIVE OR AN OFFER NOT REASONABLY SUSCEPTIBLE OF BEING SELECTED FOR AWARD

- 1 ☐ I have met the overall MBE goal and MBE subgoals for this project. I submit with this Affidavit [Attachment A] the *MBE Participation Schedule* [Attachment B], which details how I will reach that goal.

or

- 2 ☐ After having made a good-faith effort to achieve the overall MBE goal and MBE subgoals for this project, I can achieve partial success only. I submit with this Affidavit [Attachment A] the *MBE Participation Schedule* [Attachment B], which details the MBE participation I have achieved.

I request a partial waiver as follows:

- Waiver of overall MBE subcontract participation goal: 5 %
- Waiver of MBE subcontract participation subgoals, if applicable:
- _____ % for certified African American-owned businesses and
- _____ % for certified Asian American-owned businesses.

Within 10 days of being informed that I am the apparent awardee, I will submit *MBE Waiver Documentation* [Attachment F] (with supporting documentation).

or

- 3 ☐ After having made a good faith effort to achieve the overall MBE goal and MBE subgoals for this project, I am unable to achieve any portion of the goal or subgoals. I submit with this Affidavit

[Attachment A] the *MBE Participation Schedule* [Attachment B].

I request a full waiver.

Within 10 days of being informed that I am the apparent awardee, I will submit *MBE Waiver Documentation* [Attachment F] (with supporting documentation).

Part III.

I understand that if I am the apparent awardee or conditional awardee, I must submit **within 10 working days** after receiving notice of the potential award or within 10 days after the date of conditional award – whichever is earlier – the:

- *Outreach Efforts Compliance Statement* (Attachment C)
- *Subcontractor Project Participation Statement* (Attachment D)
- *Minority Subcontractors Unavailability Certificate* (Attachment E) (if applicable)
- Any other documentation the Procurement Officer requires to ascertain my responsibility in connection with the MBE participation goal and subgoals

I acknowledge that if I fail to timely return complete documents, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has been awarded, the award is voidable.

I acknowledge that the MBE subcontractors/suppliers listed in the *MBE Participation Schedule* and any additional MBE subcontractor/suppliers identified in the *Subcontractor Project Participation Statement* will be used to accomplish the percentage of MBE participation that I intend to achieve.

In the solicitation of subcontract quotations or offers, MBE subcontractors were provided the same information and amount of time to respond as were non-MBE subcontractors.

The solicitation process was conducted in such a manner so as to not place MBE subcontractors at a competitive disadvantage to non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that this Affidavit is true to the best of my knowledge, information, and belief.

Bidder/Offeror Name

Address

Address (continued)

Affiant Signature

Printed Name & Title

Date

This document must be included with the bid or offer. If the bidder or offeror fails to submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

1. Prime Contractor's Name	2. Prime Contractor's Address and Telephone Number
3. Project/School Name	4. Project/School Location
5. LEA and PSC No.	6. Base Bid Amount \$ _____ Accepted Alternates \$ _____ Total \$ _____
7a. Minority Firm Name	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ MDOT Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Disabled)
Work to be Performed and Subcontract Dollar Amount	Percent of Total Contract
7b. Minority Firm Name	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ MDOT Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Disabled)
Subcontract Dollar Amount	Percent of Total Contract
7c. Minority Firm Name	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ MDOT Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Disabled)
Subcontract Dollar Amount	Percent of Total Contract
8. MBE Total Dollar Amount	9. Total MBE Percent of Entire Contract
10. Form Prepared by : Name _____ Title _____ Date _____	11. Reviewed and Accepted by Board of Education MBE Liaison Name _____ Title _____ Date _____

Total MBE Participation:	_____ %	\$ _____
Total African-American MBE Participation:	_____ %	\$ _____
Total Asian-American MBE Participation:	_____ %	\$ _____

Total Other Participation: _____ % \$ _____

MCPS 04/21/15

MINORITY BUSINESS ENTERPRISES PROCEDURES

00801-B

Attachment C

OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the bid or offer submitted in response to _____ County Public Schools for the _____ project, PSC # _____, I state the following:
(name)

- 1) Bidder/Offeror identified opportunities to subcontract in these specific work categories:
- 2) Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.
- 3) Bidder/Offeror made the following attempts to contact personally the solicited MBEs:
- 4) ☐ Bidder/Offeror assisted MBEs to fulfill or to seek waiver of bonding Requirements (Described Efforts)
☐ This project does not involve bonding requirements.
- 5) ☐ Bidder/Offeror did/did not attend the pre-bid conference
☐ No pre-bid conference was held.

Bidder/Offeror Name

By: _____

Address

Name, Title

Date

Attachment D

**MINORITY BUSINESS ENTERPRISES SUBCONTRACTOR PROJECT
PARTICIPATION STATEMENT**

PROJECT/ SCHOOL NAME: _____

PROJECT/ SCHOOL LOCATION: _____

LEA: _____

NAME OF PRIME CONTRACTOR: _____

NAME OF MBE SUBCONTRACTOR: _____

MDOT Certification Number

1. Work/Services to be performed by MBE Subcontractor: _____

2. Subcontract Amount: \$ _____

3. Bonds - Amount and type required of Subcontractor if any: _____

4. MBE Anticipated or Actual Commencement Date: _____ Completion Date: _____

5. This MBE subcontract represents the following percentage of the total contract cost: _____

6. This is an African American Firm: Yes _____ No _____

7. This is a Women Owned Business Firm: Yes _____ No _____

8. This is an Asian, American Indian, Hispanic or Disabled Firm: Yes _____ No _____

(Circle One)

**

The undersigned subcontractor and prime contractor will enter into a contract for the work/service indicated above upon the prime contractor's execution of a contract for the above referenced project with the _____ Board of Education. The undersigned subcontractor is a MDOT certified Minority Business Enterprise. The terms and conditions stated above are consistent with our agreements.

Signature of Subcontractor: _____

Date: _____

The term and conditions stated above are consistent with our agreements.

Signature of Prime Contractor: _____

Date:

Attachment E

MINORITY SUBCONTRACTOR UNAVAILABILITY CERTIFICATE

1. It is hereby certified that the firm of _____
(Name of Minority firm)
located at _____
(Number) (Street)

(City) (State) (Zip)
was offered an opportunity to bid on the _____ school project
in _____ County by _____
(Name of Prime Contractor's Firm)

2. The _____ (Minority Firm), is either unavailable for the work/service or
unable to prepare a bid for this project for the following reason(s):

Signature of Minority Firm's MBE Representative

Title

Date

MDOT Certification #

Telephone #

1. To be completed by the prime contractor if Section 2 of this form is not completed by the minority firm.

To the best of my knowledge and belief, said Certified Minority Business Enterprise is either unavailable for the work/service for this project, is unable to prepare a bid, or did not respond to a request for a price proposal and has not completed the above portion of this submittal.

Signature of Prime Contractor

Title

Date

Attachment F

MBE WAIVER DOCUMENTATION

Project Name: _____ **PSC** **No.** _____

Base Contract Amount \$ _____

Plus Accepted Alternates _____

Equals Total Contract Amount \$ _____

I have previously requested that a waiver be granted to the overall MBE goal for this project of _____ percent, with a minimum of _____ percent from certified African American-owned businesses, a minimum of _____ percent from certified women-owned businesses, and the balance from all certified minority business enterprises, if applicable. This would include the total dollar value of all materials, supplies, equipment, and services, including construction services directly or indirectly, from Minority Business Enterprises (MBE) which are currently certified by the Maryland Department of Transportation (MDOT).

I _____, hereby certify that my position is

(Name of Company Representative)

_____, and I am the duly authorized representative of

(Position Title)

(Company Name)

I further certify that I have submitted a Schedule for Participation of Certified Minority Business Enterprises which reflects the percentage and dollar value of certified Minority Business Enterprise participation which my company expects to achieve for this contract. Therefore, the request for the waiver is as follows:

Summary MBE Participation Schedule from Attachment B

Minority Group	MBE GOAL		Actual MBE Dollar Participation		Request For Waiver	
	Dollar Value of Total Contract*	Percent of Total Contract	Dollar Value	Percent of Total Contract	Dollar Value	Percent of Total Contract
a. Sub Goal African American						
b. Sub Goal Asian American						
c. Other * in Sub Goal group a/b above						
TOTALS						

* with accepted/rejected alternates

To support this request for a waiver, I include the following information as attachments which I certify to be true to the best of my knowledge.

1. A detailed statement of the efforts made by the contractor to identify and select portions of the work proposed to be performed by subcontractors in order to increase the likelihood of achieving the stated goal;
2. A detailed statement of the efforts made by the contractor *prior to and up to 10 days before the bid opening* to solicit minority business enterprises through written notices that describe the categories of work for which subcontracting is being solicited, the type of work to be performed, and specific instructions on how to submit a bid;
3. A detailed statement of the contractor's efforts to make personal contact with MBE firms identified for Item 2. above;
4. A record of the name, address, telephone number, and dates contacted for each MBE identified under items 2. and 3. above;
5. A description of the information provided to MBE's regarding the plans, specifications and the anticipated time schedule for portions of the work to be performed;
6. Information on activities to assist minority business enterprises to fulfill bonding requirements, or to obtain a waiver of these requirements;
7. Information on activities to publicize contracting opportunities to minority business enterprises, attendance at pre-bid meetings, or other meetings scheduled by the MBE Liaison or designated representative;
8. As to each MBE that placed a subcontract quotation or offer which the apparent low bidder or successful offeror considers not to be acceptable, a detailed statement of reasons for this conclusion; and
9. A list of minority subcontractors found to be unavailable. This shall be accompanied by a Minority Subcontractor Unavailability Certificate signed by the minority business enterprise or from the apparent low bidder or successful offeror indicating that the minority business did not provide the written certification.

Signature _____
(Company Representative Name)

Date _____

Sworn and subscribed before me this _____ day.

of _____ in the year _____ Notary Public _____

Reviewed and accepted by the _____ County Board of Education MBE Liaison.
(County Name)

Signature _____
(County Representative Name)

Date _____

MBE Request For Waiver Master Form (July 2002)\

STANDARD MONTHLY CONTRACTOR'S REQUISITION FOR PAYMENT

LEA: _____ DATE: _____

FACILITY NAME: _____ PSC NO: _____

SCOPE OF WORK: _____ REQ NO: _____

Name of MBE Sub-Contractor	MDOT Certification Number and Classification	TOTAL MBE Contract Amount	Amount to be Paid THIS Requisition	TOTAL Paid to Date	MBE has Received FINAL Payment?	If amount paid is LESS than TOTAL MBE Contract Amount, EXPLAIN VARIANCE
TOTAL:		\$-	\$ -	\$ -		

MDOT Certification Number and Classification can be located at <http://mbe.state.md.us/directory/>

MBE Classification:

African American = AA

African American/Women = AAW

Hispanic American = H

Hispanic American/Women = HW

Native American = N

Native American/Women = NW

Asian American = A

Asian American/Women = AW

Women = W

I certify that the figures and information presented above represent accurate and true statements, that timely payments have been and will be made to suppliers and subcontractors on this project as requisitioned payments are received, and in accordance with our contracts.

Name of Contractor Firm

Authorized Contractor Signature/Date

Contractor Federal Tax ID #

Contractor MBE Classification # (if applicable)

Name of LEA MBE Liaison (Printed)

Signature of LEA MBE Liaison/Date

APPENDIX B

CONTRACTOR'S CERTIFICATION OF RECEIPT OF PAYMENT

IAC/PSCP FORM 306.2a

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

APPENDIX C

CONSTRUCTION SIGN FOR STATE FUNDED
SCHOOL CONSTRUCTION PROJECTS

	
Larry Hogan, Governor Boyd Rutherford, Lt. Governor	
Building Bright Futures in Maryland	
The State of Maryland and the <small>(Enter Jurisdiction)</small> Board of Education are:	
the <small>(Subject From Page B-1A)</small>	
SCHOOL	
Public School Construction Program	Architect: <small>(Name of Firm)</small>
Contractor: <small>(Name of Company)</small>	
The Maryland General Assembly <i>Michael E. Busch, Speaker of the House</i> <i>Thomas V. Mike Miller, Jr., President of the Senate</i>	Board of Public Works <i>Larry Hogan, Governor</i> <i>Peter Franchot, Comptroller</i> <i>Nancy K. Kopp, Treasurer</i>
72"	
96"	

FOR SCHOOL STATE CONSTRUCTION SIGN

The following appropriate language should be entered on the construction sign to describe the work for the specific project (or modified as required):

- Renovating
- Constructing an Addition and Renovating
- Constructing an Addition to
- Constructing a Replacement School for
- Constructing the New
- Constructing a Pre-Kindergarten Addition at
- Renovating the Science Laboratories at
- Replacing the Roof at
- Replacing the Boilers at
- Replacing the Windows at

APPENDIX D

MCPS EMERGENCY CRISIS PROCEDURE, SHELTER/LOCKDOWN

Emergency Preparedness Procedures

Key Points for Lockdown-Evacuate-Shelter (LES)

Lockdown

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

Persons authorized to call a Lockdown

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

Lockdown Alert—Staff Guidance

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

Evacuate

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

Fire Evacuation

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

Directed Evacuation

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

Shelter

This is a term used to alert staff that an emergency exists at or near an MCPS facility. It requires all students to be accounted

for and under supervision. Administrators may activate the OSET and set up a command post when appropriate. There are three types of shelters: *Public Safety, Severe Weather and Outside Hazardous Materials Release.*

Persons authorized to call a Shelter alert

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

Public Safety Shelter Alert- Staff Guidance

When the administrator announces a Public Safety Shelter alert:

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

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

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

Outside Hazardous Material Release Shelter

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

Parent/Child Reunification

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

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

Firearms

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

Bomb Threat Assessment

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

Bomb Threats Call Trace

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

- Report the bomb threat to 911 and OSP.
- Inform the 911 operator of “call trace” activation.

Bomb Threat Sweep/Scan

- In certain circumstances, staff volunteers may be asked to sweep/scan the facility or grounds for any suspicious items.
- A sweep/scan should be conducted in teams and only by visual means (eyes and ears only).
- If a suspicious item is discovered during a sweep/scan, evacuate to a 300-foot safe zone and notify administrator immediately.
- If a suspicious item is located, do not use a radio or cell phone in the immediate area within 25 feet in all directions.
- No suspicious item should be handled in any manner by school staff (do not touch it!).

Hazardous Material Spills

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

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

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

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

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

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

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

APPENDIX E

Montgomery County Public Schools Division of Design and Construction

CHANGE ORDER FORM

Facility: _____ Projects Name: _____

Contractor: _____ Date: _____

☐ Change to original scope of work ☐ Additional work

General description of work to be performed:

Attach detailed proposal with change order	FOR THE TOTAL SUM OF:	\$

Changes to the Contract:

The original contract sum was:	\$
Total amount of this change order	\$
Total original contract amounts plus or minus previous approved change orders:	\$
Total contract amount including this change order	\$

Completion Date: _____ Work Order #: _____

Notice: Acceptance of this change order does not alter the contract completion date. If this change order has any effect on the contract completion date, additional documentation shall be submitted to MCPS as specified.

(Authorized Contractor Representative Acceptance) Title _____ (Date) _____

(MCPS Representative Approval) Title _____ (Date) _____

(MCPS Contract Supervisor Approval) Title _____ (Date) _____

APPENDIX F

ASBESTOS FREE MATERIAL VERIFICATION FORM

PRODUCT TYPE: _____

MANUFACTURERS: _____

MODEL NUMBER TESTED: _____

SUPPLIER: _____

LOT/PRODUCTION NUMBER TESTED: _____

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

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

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

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

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

Contractor

Contractor Representative

Invitation to Bid #

Date

APPENDIX G

Montgomery County Public Schools Division of Design and Construction

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: The 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 Acceptance)

(Date)

(MCPS Contracts Office Supervisor Approval)

(Date)

