

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

**INVITATION FOR BID# 9697.3
ON CALL WORKER SAFETY FALL PROTECTION PROJECTS
AT VARIOUS LOCATIONS**

GENERAL CONDITIONS AND SPECIFICATIONS

I. GENERAL CONDITIONS

A. SCOPE

The work includes providing all labor, materials, and services necessary for completing fall protection projects as required by Montgomery County Public Schools (MCPS). Scope of work will be provided to the successful bidder(s) as needed by MCPS. Projects performed under this bid shall involve various general construction trades. The successful bidder(s) shall be required to visit various locations throughout Montgomery County Public Schools as requested to take measurements and develop proposals utilizing awarded unit prices.

B. INTENT

1. It is the intent of these specifications to secure a list of On-Call Contractors who will provide proposals based on scope provided by MCPS, to fully cover all required design service, materials and labor for the removal and/or installation of safety rails including unit prices for work of all trades needed to accomplish the scope of work. Most of this work will be on roofs above ceilings, in attic's and in difficult areas to access. MCPS will furnish scope/drawings/details per individual projects, the assigned MCPS, Project Coordinator will be available to accompany the awarded contractor(s) to each school site to determine methods to best accomplish these safety related projects. **The contractor(s) will provide MCPS with estimates based on awarded unit prices for each facility.** It is anticipated that most work under this contract will be performed during the summer when students are not in the building between **mid-June until late 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(s) must verify to MCPS satisfaction that they have the ability to perform if awarded. **Successful contractor(s) 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 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 bidder shall furnish and install any additional items required by the same, whether or not particularly specified. Any items or requirements noted herein in excess of these specifications and permitted shall take preference. Any items or requirements noted herein in excess of code requirements and permitted under the code will take precedence.

C. AWARD

1. This solicitation does not commit MCPS to award any contract or to pay any costs incurred in the preparation of a response. It is the intention to award this contract to multiple bidder(s) submitting the most favorable offer with consideration being given to any previous performance for the MCPS Board of Education as to quality of service, acceptable merchandise, and with regard to the bidder's ability to perform should it be awarded the contract. All other evaluations conducted by MCPS of the bidder(s) for such items as pending or past litigations, etc. shall be taken into consideration. However, the MCPS Board of Education reserves the right to make awards according to the best interest of the MCPS. **Awards are contingent upon availability of funds.**
2. Wherever the term "provide" is used, it shall mean, "Furnish and install in place, complete in all details".

D. SITE INSPECTION

The successful contractor shall inspect the work sites, take measurements and develop proposals based drawings and scope provided by project manager utilizing awarded unit prices. Successful bidder(s) may ask to submit additional drawings with the proposal identifying where the work will be performed. The contractor must report to the main office to contact the Building Service Manager prior to inspection. When 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 report to the MCPS Project Coordinator any conditions that might prevent them from performing their work. **Failure to do so will not relieve the successful contractor of the obligation to furnish all material and labor necessary to fully carry out the provisions of the contract document.**

E. SCHEDULE

1. **Completion dates shall be identified on each contractor's proposal.** A purchase order issued and signed by the Supervisor of the Procurement Unit 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 by MCPS staff, all cleaning task, punch-out work, etc. Proposals shall be submitted within five workdays after the site inspection to the MCPS Project Coordinator. Late charges will be deducted for failure to meet any target dates without an MCPS approved extension. **(See "Late Charges for Failure to Complete on Time" under Contract Administration.)**

2. Normal Work Periods

Work may be performed on regular school days: **Monday through Friday, 6:00 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.

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

G. QUANTITIES

MCPS shall not be obligated to purchase any specific quantity. Annual estimated quantities identified on the Quotation Form are based upon anticipated projects, prior usage 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.

H. PROVISION FOR PRICE ADJUSTMENT

1. Hourly price increases will not be considered for the first year of the contract. Thereafter the successful bidder must submit a written request for price relief. Adjustments will be based upon the Consumer Price Index (CPI), specifically, the All Consumers Index, published by the U.S. Department of Labor, Bureau of Labor Statistics, for the Washington, D.C., Metropolitan Area and shall not exceed 75% of the percentage change of January 1 CPI's rounded to the nearest tenth of a percentage. MCPS reserves the right to accept or reject the request as may be determined to be in the best interest of MCPS. If a price increase is accepted a Contract Amendment will be issued. Any orders received prior to a request for a price increase shall be honored at the original contract price.

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 due to new federal requirements.
3. The contractor shall have at the work site, a reasonable amount of materials that will allow them to quickly secure the work area and/or secure building openings as required for the type of work being performed.

J. WARRANTY/SERVICES/REPAIRS

1. All workmanship and materials shall be guaranteed for two years. The warranty shall begin once the MCPS Project coordinator has signed and approved the contractor's final invoice for payment. Final payment will be made once the installation is complete and accepted by MCPS for each proposal.
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/contractor to provide satisfactory warranty service to MCPS will be grounds for exclusion from future bidding.
3. Any manufacturer of material(s) used on the project offering as standard a longer warranty/guarantee than as specified herein, shall take precedence.
4. Upon completion of the projects, the MCPS Division of Maintenance staff member 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 MCPS Environmental Health Specialist at 301-670-8238.

L. **BRAND NAMES**

1. Commodity descriptions that state “Only a specified brand will be considered” are brands that have been evaluated and tested for inclusion on this bid and are the only brands acceptable at this time. **No substitutions will be accepted.** Other brands will be evaluated and tested for future projects by MCPS if materials are submitted at no cost to MCPS. Forward samples/information to Montgomery County Public Schools, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850. **Testing normally requires a minimum of 60 workdays to complete; therefore, your samples/materials for testing may be approved for future bids if the evaluation is satisfactory. This process of evaluation is intended for larger types of equipment and/or components i.e. bleachers, elevators, lockers, flooring, roofing systems, and PA Systems.**
2. The 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 may not be considered.

M. DESCRIPTIVE LITERATURE

The apparent low bidder may be required to furnish, **within two working days** of 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 marked descriptive literature may result in disqualification. Bidder shall show the manufacturer's code and catalog numbers of the item(s) offered. The cover of the brochure shall contain:

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

N. SUBMISSION OF BIDS

1. Bid Documents

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

2. Quotation Form/Item Specifications

- a) Quotations are to be entered on the Item Specifications form supplied under **APPENDIX I. 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 the event calendar (<http://www.montgomeryschoolsmd.org/departments/procurement/>) or contact the MCPS Procurement Unit by phone at 301-279-3637 or by email to [Laly A Bowers@mcpsmd.org](mailto:Laly.A.Bowers@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

Minority Business are encouraged to participate in this solicitation

5. State of Maryland REQUIRED License (TO BE SUBMITTED WITH BID)

- a. General Requirements: The Contractor shall possess a current “**State of Maryland Construction Business License or a Maryland Home Improvement Commission License. These are considered “TAX LIABILITY” Licenses and do not authorize a contractor to perform any trade specific work in the State of Maryland without the appropriate trade licenses as required.** NOTE: *All out of state bidders must provide an out of state Maryland Construction Business or Home Improvement license.*
- b. Construction Business License: This type of business license is issued through the County or Baltimore City, or the Clerks of the Circuit Court in which your business is located within the State of Maryland. Contact the State License Bureau <http://www.marylandtaxes.com/> or at 410-260-6240 for additional information as required.
- c. Maryland Home Improvement Commission License: This type of license is issued through the State of Maryland, Department of Labor, Licensing and Regulations, Maryland Home Improvement Commission. For further information, and to locate the closest office go to www.DLLR.state.md.us or call 410-230-6309.

6. Statement of Experience (TO BE SUBMITTED WITH BID)

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

7. Bidder Required Background Check for Registered Sex Offender

- a. Maryland Law requires that any person who enters into a contract with a county board of education or a non-public school “may not knowingly employ an individual to work at a school” if the individual is a registered sex offender. **Bidder shall acknowledge that Section 11-722 of the Criminal Proceedings Article, Annotated Code of Maryland, as amended by the Maryland Legislature in June 2006, prohibits a person having a contract with a public school from hiring a registered sex offender to perform work at a school.** An employer who violates this requirement is guilty of a misdemeanor and if convicted may be subjected to up to five years imprisonment and/or a \$5,000 fine.
- b. Each contractor and sub-contractor must screen their work-forces to ensure that a registered sex offender does not perform work at a county public school and also ensure that any sub-contractor and independent contractor conducts screening of its personnel who may work at a school. The term “Work-force” is intended to refer to

all of the contractor's direct employees and any sub-contractors and/or independent contractors it uses to perform the work. Violation of this provision may cause MCPS to take action against the contractor up to and including termination of the contract.

O. EMARYLAND MARKETPLACE ADVANTAGE REGISTRATION

Maryland law requires local and state agencies to post solicitations on eMarylandMarketplaceadvantage registration is free. It is recommended that any interested supplier register at www.eMarylandMarketplace.com, regardless of the award outcome for this project as it is a valuable resource for upcoming bid notifications for municipalities throughout Maryland.

P. BID SECURITY N/A

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

"As surety for the above-named bidder, (name of bonding company) hereby agrees to furnish the required bonds as specified, on behalf of the contractor, in the event that such firm be the successful bidder for this project."

2. Bid bonds will be returned upon request to all except the three lowest bidders. After 60 days from the bid opening date, the three lowest bidders can request return of bid bonds if they have not been notified of the acceptance of their bid.
3. If the successful bidder withdraws their bid or fails to execute and deliver to MCPS the contract and the required bonds within five working days after receipt of the Bid Award, the Bid Security shall be forfeited to MCPS as the result of such failure. **Note: Failure to submit the Bid Security with the bid proposal will be a reason to be considered a non-responsive bid.**

Q. INQUIRIES

Inquiries regarding this solicitation must be submitted **in writing**, to Mrs. 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. 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. **Bidders contact with any other MCPS employee regarding this solicitation until the contract is awarded by the Board of Education will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its bid.** The MCPS Procurement Unit web site address is <https://www.montgomeryschoolsmd.org/departments>

Subsequent to the award if the bidder finds any discrepancy or omission and has questions of MCPS’s intent, prior to performing work, they shall notify the MCPS Project Coordinator and the Procurement Unit Buyer **in writing** via fax to resolve and receive clarification with copy to MCPS CIP Contracting Office Supervisor.

R. **REFERENCES**

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

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

S. **AWARD CRITERIA**

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

T. **SPECIAL CONDITIONS**

1. Audit Provisions – MCPS shall have the right to examine the successful vendor records pertaining to work performed under the contract to determine and verify their compliance with all contractual conditions. MCPS shall be granted access to such records at all reasonable times during the contract period and for three years thereafter.
2. Contingent Fee – The successful bidder hereby represents that they have not retained anyone to solicit or secure this contract from MCPS upon an agreement or understanding

for a commission, percentage, brokerage, or contingent fee, except for bona fide employees or bona fide established commercial selling agencies maintained by the person so representing for the purpose of securing business, or any attorney rendering professional legal services consistent with applicable canons of ethics.

3. Assignments – Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the successful bidder except as expressly authorized in writing by MCPS and no contract shall be made by the successful bidder with any other party for furnishing any of the work or services herein contracted for without the written approval of MCPS.
4. Disputes – Any dispute concerning a question of fact arising under this contract shall be disposed of by written agreement between the contractor and the MCPS Contracting Officer. Pending final decision of a dispute hereunder, the contractor shall proceed diligently with the contract performance.

END OF SECTION

II. CONTRACT ADMINISTRATIONA. PRE-CONSTRUCTION MEETING

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

B. CONTRACT SECURITY (N/A)

Will be required for individual state funded projects over \$50,000.00

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

Performance and Payment Bonds – Bonds are required for contracts in excess of \$50,000.00. The bidder shall provide a bond in the amount of the total contract value, or for \$100,000.00, whichever is less.
3. If bond(s) are to be used for contract security, the cost of the bond(s) shall be borne by the bidder. **Note: Failure to supply the Contract Securities as specified will be considered a non-responsive bid offer.**
4. Any contract extension approved by the MCPS Board of Education under this contract shall include re-issued bonds as specified herein. No purchase order will be issued until extended performance/payment and material bonds have been received by MCPS.

C. POST BID SUBMISSIONS

1. In addition to licenses required with the bid response, the apparent low bidder may be required to supply **within 48 hours** after MCPS requests, applicable business and contractor's licenses, master licenses for trades appropriate for work to be performed, welding certifications, 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. **Licensed personnel as required by the Montgomery County Government shall perform all trade work.** It shall be the Prime Contractor's responsibility to insure and review these licenses to insure compliance. A copy of all trade licenses and welding certifications must be provided to the MCPS Project Coordinator prior to starting work. The contractor shall be responsible for assuring that all proposed Sub-contractors are in good standing with MCPS and have been in business for and have a minimum of five years experience performing the type of work they will be performing under this contract and possess appropriate trade licenses at a Journeyman Level.
- b. MCPS shall notify the contractor **in writing** if, after due investigation, there is reasonable objection to any of the proposed sub-contractors. Failure of MCPS to make objection to any proposed sub-contractor shall constitute notice of no objection. Each sub-contractor may be required to furnish to MCPS, in duplicate, proof of their financial stability and experience to perform the particular work for which they will be engaged. All contractual agreements between the Contractor and their sub-contractors shall be written, 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. 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 0% 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 of contract.

b. Additional Insurance

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

c. Policy Cancellation/Certificate Holder

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

5. Invoicing

- a. Bidder shall submit invoices to the MCPS Project Coordinator at 8301 Turkey Thicket Dr. Bldg A, 1st Floor, Gaithersburg, MD 20879 for payment approval. **All invoices shall identify pertinent information such as purchase order number partial or final payment and building name where work was performed.** The MCPS Project Coordinator shall approve and submit invoices for payments.
- b. On state funded projects a completed 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 IDENTIFY 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 contract cost. The remaining balance will be paid upon MCPS' acceptance of the project as being 100% complete and in compliance with specifications. MCPS will refrain from making any partial payments if, in MCPS' opinion, the project falls behind schedule. MCPS may resume making partial payments once all delays have been overcome and the project is back on schedule. Final payment shall be made after the project is complete in all detail 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.** The contractor shall supply and install a sign at the work location as specified on the drawing under **APPENDIX C** at the project site. The contractor has the option of making a specified sign or obtaining the sign from MCE Sign Platt (a State Agency) at 410-799-5102 or 5103. The current price from Maryland Correctional Enterprises for this sign is \$525.00 with lead-time of approximately one week. The

contractor shall coordinate the location of the sign with the MCPS Project Coordinator. The contractor shall remove the sign and restore the site to original condition upon the completion of the contract. It will be MCPS option to either retain the sign for future use or have the contractor dispose of the sign.

E. STATE MBE - LIQUIDATED DAMAGES PROVISION

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

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. The contractor shall have on the job site at least one person fluent in English at all times.
2. **The contractor must provide to the MCPS Project Coordinator cellular telephone numbers and Email addresses of project managers to allow 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.
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. Will be required to check in daily at the facilities main office to receive identification badges that shall be worn while on premises. These badges must be returned to MCPS daily.
 - 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.
8. 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.

9. Installation must be performed in strict compliance with the latest local, state and federal regulations having authority. The Maryland Occupational Safety and Health Administration Hazard Communication Standards and the Occupational Safety and Health Administration Hazard Communication Standards must be followed.
10. Upon completion of all work, any and all damage to the school building and grounds as a result of the work; must be restored to a condition as good as existed prior to damaging. Damaged lawns shall be Hydro-seeded or re-sodded; damaged shrubs and trees shall be replaced.
11. **Failure to perform in accordance with MCPS specifications, drawings and industry standards may result in the contractor being removed from the approved vendor list to receive future Invitation for Bid for a period of two 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 the 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 the 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 as they deem necessary, with an explanation of justification. Using project change orders as rationale for not completing on time will not be accepted without a written 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 should remain at no cost to MCPS. This shall be solely at MCPS' discretion.
2. The allowable, all inclusive, mark-up for combined overhead, bonds, fringe benefits, union fees, equipment, tools, and profit for work performed by the prime contractor shall be based on the monetary value of the work not to exceed the following rates:

<u>Value of Work</u>	<u>Combined Overhead & Profit</u>
\$0 - \$1,000	20%
\$1,001 - \$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 \$250.00 per each calendar day of delay beyond the completion date stipulated on each accepted proposal, for the first five days. MCPS shall retain \$500.00 for each calendar day thereafter. The late charges shall be assessed by MCPS as a result of the late completion. This shall apply if the contractor fails to meet any specified target date as identified 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 Project Coordinator 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 MCPS. 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 \$32.00 per hour depending on the individual working. This rate is estimated and could either be more or less than the quoted overtime rate. All overtime work must be requested **in writing** to the MCPS Project Coordinator, at least 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 PROJECT COORDINATOR

1. The Project Coordinator will represent MCPS in the execution of this contract. No changes in contract conditions or specifications will be made without the director of Division of Maintenance's approval and authorization by the director of the Department of Materials Management or his designee.
2. After award the MCPS Project Coordinator will be identified and introduced to the successful bidder. The MCPS Project Coordinator will handle day-to-day operation and installation coordination. Scheduling work on site after an award of contract must be made through the MCPS Project Coordinator.
3. The MCPS Project 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 director of the Division of Maintenance and copy to the buyer in the Procurement Unit;
 - g. Prepare required reports;
 - h. Approve or reject invoices for payment and submitted construction schedules;

- i. Recommend contract modifications or terminations to the director of the Division of Maintenance, copies to the buyer in the Procurement Unit;
 - 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 determination, as opposed to recommendations, that alter, modify, terminate or cancel the contract, affect procurement, interpret ambiguities in the contract language, or waive MCPS contractual rights.

L. QUALITY ASSURANCE

The successful bidder shall have been in business and be regularly engaged in performing concrete renovations similar to that which is specified herein a minimum of five years. Work performed under this contract shall be performed with bona fide, full-time employees of the successful contractor. Appropriately licensed trade persons shall perform all trade work. Bidder must provide a letter of information showing a minimum of five years in business and experience in this line of work to be included in their bid submission.

M. PROJECT CLOSE-OUT

1. Initial Installation Punch-out

- a. The contractor shall notify the MCPS Project Coordinator **in writing** that the work is ready for punch-out inspections. Punch-out shall occur sufficiently in advance of the **installation completion date as specified on each proposal**, to afford the contractor time to rectify punch list corrections. Before calling for a punch-out, all work shall be completed and all areas shall be clear of construction materials and debris.
 - b. During punch-out, the following individuals shall be present:
 - a) Authorized representatives of MCPS
 - b) Contractor
 - c. Upon completion of a punch-out, a written punch list will be prepared by the contractor and submitted to MCPS **within five workdays**.
2. The contractor 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. **Late fees shall accrue until all punch list items are 100% complete.**
3. The contractor is entitled to one punch-out inspection and one final inspection for each proposal under the terms of contract with MCPS. Any additional inspection by MCPS

staff due to the contractor's failure to complete the punch-out items will result in deduction of cost incurred by MCPS for such inspections from the contractor's final invoice.

4. The contractor shall provide written warranty statements indicating start and end of warranty dates to be signed by both the contractor and MCPS Project Coordinator. The starting date shall be the date the final invoice for payment to contractor is signed and approved by the MCPS Project Coordinator.

END OF SECTION

III. DETAILED SPECIFICATIONS**A. INTENT**

The contractor shall install safety rails and work platforms, access ladders and access hatches/panels for and around various roof, mechanical equipment above ceiling and in attic and/or mechanical rooms that meets all OSHA employee fall protections and safety rail requirements. Some areas may require service lighting in order for MCPS staff to properly service and maintain various equipment. MCPS Project Coordinator will provide the successful bidder with scope, drawings, and specification guideline for each project.

B. REMOVAL

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. 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.

C. ROOF RAILING

1. Roof Rail Fall protection system shall meet OSHA employee work safety requirements and must be approved by MCPS architect and roof specialist. Roof rail systems shall obtain approval from existing roof system manufacturer prior to installation of any product or material on roof system to ensure rail system will not violate existing MCPS roof warranty. If roof system is less than five years old, contractor shall obtain approval from roof system installing contractor before installations of rail system.
2. All systems shall be Non-penetrating, free standing and shall be manufactured with either Galvanized or aluminum.
3. MCPS approved Manufacturer:
 - a. **KeeGuard**
 - b. **Dakota Safety Rail**
4. The Contractor will be allowed to install custom to fabricated system; however, all custom fabricated systems shall have prior approval from a Maryland license engineer and approval from MCPS architect and roof specialist.

D. 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 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.

E. PERCENTAGE OF MARK-UP FOR MATERIALS1. Structural/Building Materials:

The successful bidder will be required to provide on the quotation/specifications form a percentage of mark-up over their direct cost for materials. Support documentation shall be provided from original supplier of material to confirm direct cost. No invoices will be paid without support documentations.

2. Truck Stock Materials:

The successful bidder will be allowed to mark-up their proposal by 1% of the project total to allow for required truck stock i.e., screws, nails welding rods, wire nuts, lubes, rags, tape, etc.

3. All roofing work shall be perform by MCPS approved contractors. A list of MCPS approved roofing contractors is attached in **APPENDIX H**.

END OF SECTION

APPENDIX H

QUALIFIED ROOFING CONTRACTORS

Contractor	Street Address	Contact Person	Email Addresses	Phone Number	Fax Number
M. J. B. Inc. dba Built Up Roofing System	3711 Wells Ave. Mount Rainier, Md. 29712	Mike Brigham	mike@builtup.net	301-209-0200	1-888-255-9794
CitiRoof Corporation	9510 Berger Road Columbia, Md. 21046	H. Lee Goldhammer	Lee@citiroof.com	410-381-3100	410-381-8835
Cole Roofing Co., Inc.	3915 Coolidge Avenue Baltimore, Md. 21211	Billy Cole	bcole2@coleroofing.com	410-242-0600	410-242-8007
Interstate Corporation	8040 Queenair Drive Gaithersburg, Md. 20879	Perry Cho	perry@icroof.com	301-738-7111	301-762-7355
J. E. Wood & Sons, Inc	9701 Fallard Court Upper Marlboro, Md. 20772	Rick Thomas	rcthomas@jewood.com	301-599-7710	301-599-7715
Kalkreuth Roofing & Sheet Metal	9001 Baltimore Road Frederick, Md. 21704	Andrew Vanlandingham	avanlandingham@ktrsm.net	301-698-0717	301-695-0884
Orndorff & Spaid, Inc	11722 Old Baltimore Pike Beltsville, Md. 20705	John Teabo	estimating@osroofing.com davep@osroofing.com	301-937-5911	301-937-0310
R. D. Bean, Inc	5105-13 Powder Mill Road Beltsville, Md. 20705	Rick Drew	info@rdbean.com	301-937-0260	301-937-0958
Rayco Roof Service, Inc.	6870 Wellington Road, Manassas, Va. 20109	Raymond Conley	raycojimwright@aol.com	703-335-5110	703-631-2274
Tecta America (Originally Roofers, Inc.)	326 West 23rd Street Baltimore, Md. 21211	Richard Keller	info@rectaamerica.com	1-800-772-8592	410-467-2439
Vatica Contracting, Inc.	4350 Kenilworth Avenue Hyattsville, Md. 20781	Kyriakos Psaromatis	kpsaromatis@vaticainc.com	301-927-8530	301-927-8760

APPENDIX I

QUOTATION/SPECIFICATIONS FORM

Company Name: _____

Group/ Seq No	Item/ Whse/ Qty	Description	Quantity to Bid	Bid Unit	Unit Price	Brand	Model	Specification Deviations
36067		Hourly Rate for Carpenter (Rate Shall Not Exceed R.S. Mean)	240	Per Hr				
40650		Overtime Hourly Rate for Carpenter	240	Per Hr				
36068		Hourly Rate for Carpenter's Helper (Rate Shall Not Exceed R.S. Mean)	240	Per Hr				
40651		Overtime Hourly Rate for Carpenter's Helper	240	Per Hr				
40675		Hourly Rate for Mason	160	Per Hr				
40652		Overtime Hourly Rate for Mason	160	Per Hr				
40676		Hourly Rate for Mason's Helper	160	Per Hr				
40653		Overtime Hourly Rate for Mason's Helper	160	Per Hr				
40655		Hourly Rate for Roofer (must be an MCPS approved Roofing Contractor, see attached List Appendix D)	80	Per Hr				
40657		Overtime Hourly Rate for Roofer (must be an MCPS approved Roofing Contractor, see attached List Appendix D)	80	Per Hr				
40656		Hourly Rate for Roofer Helper (must be an MCPS approved Roofing Contractor, see attached List Appendix D)	80	Per Hr				

Company Name: _____

Group/ Seq No	Item/ Whse/ Old	Description	Quantity to Bid	Bid Unit	Unit Price	Brand	Model	Specification Deviations
40677		Overtime Hourly Rate for Roofer Helper (must be an MCPS approved Roofing Contractor, see attached List Appendix D)	80	Per Hr				
40683		Hourly Rate for Electrician	80	Per Hr				
40682		Overtime Hourly Rate for Electrician	80	Per Hr				
35999		Hourly Rate for Electrician's Helper	80	Per Hr				
36066		Hourly Rate for Electrician's Helper (Rate Shall Not Exceed R. S. Mean)	80	Per Hr				
40658		Hourly Rate for Welder (American Welding Society Certified Structural Welder)	240	Per Hr				
40659		Overtime Hourly Rate for Welder (American Welding Society Certified Structural Welder)	240	Per Hr				
40678		Hourly Rate for Welder's Helper	240	Per Hr				
40660		Overtime Hourly Rate for Welder's Helper	240	Per Hr				
40664		Hourly Rate for Metal Fabrication Mechanic	240	Per Hr				
40661		Overtime Hourly Rate for Metal Fabrication Mechanic	240	Per Hr				

Company Name: _____

Group/ Sub No	Item/ Whse/ Old	Description	Quantity to Bid	Bid Unit	Unit Price	Brand	Model	Specification Deviations
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40663		Hourly Rate for Metal Fabrication Mechanic's Helper	240	Per Hr				
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40662		Overtime Hourly Rate for Metal Fabrication Mechanic's Helper	240	Per Hr				
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40665		Hourly Rate for HVAC Mechanic	80	Per Hr				
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40668		Overtime Hourly Rate for HVAC Mechanic	80	Per Hr				
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40666		Hourly Rate for HVAC Mechanic's Helper	80	Per Hr				
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40667		Overtime Hourly Rate for HVAC Mechanic's Helper	80	Per Hr				
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40672		Hourly Rate for Plumber	80	Per Hr				
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40669		Overtime Hourly Rate for Plumber	80	Per Hr				
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40671		Hourly Rate for Plumber's Helper	80	Per Hr				
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40670		Overtime Hourly Rate for Plumber's Helper	80	Per Hr				
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40673		Manufactured Roof Rail Fall Protection System by KeeGuard or Dakota Safety Rail Regular Rate	2500	Ln. Ft				
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40690		Manufactured Roof Rail Fall Protection System by KeeGuard or Dakota Safety Rail - Overtime Rate	2500	Ln. Ft				
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Company Name: _____

Group/ Seq No	Item/ Whse/ Ord	Description	Quantity To Bid	Bid Unit	Unit Price	Brand	Model	Specification Deviations
42899		Manufactured Roof Rail Fall Protection System by KeeGuard or Dakota Safety Rail Price per linear foot - installation not included	250	Ln Ft				
40692		Manufactured Roof Rail Fall Protection System by KeeGuard or Dakota Safety Rail Counter-Weights - Regular Rate	500	Ln Ft				
40693		Manufactured Roof Rail Fall Protection System by KeeGuard or Dakota Safety Rail Counter-Weights - Overtime Rate	500	Ln Ft				
42901		Manufactured Roof Rail Fall Protection System by KeeGuard or Dakota Safety Rail Counter-Weights - Does not include installation	200	Each				
42900		Manufactured Roof Rail Fall Protection System Counter- Weights Installed	200	Each				
40674		Custom Fabricated Roof Rail Fall Protection System	2500	Ln Ft				
40691		Custom Fabricated Roof Rail Fall Protection System - Overtime Rate	2500	Ln Ft				
40694		Aluminum Roof Ladder as specified on Erratum I Ladder Detail	500	Ln Ft				
40696		Aluminum Roof Ladder as specified on Erratum I Ladder Detail - Overtime Rate	500	Ln Ft				

43 Items

Sort Seq: Document Sequence No. within Group Number

QUOTATION FORM - cont

COMPANY NAME: _____

Bidder shall only supply one price for regular rate and one for overtime rate for each item in the space provided. All prices offered shall be all-inclusive, including but not limited to, delivery, labor, overhead, bonds, insurance, profit, etc. Bidder shall supply all required information in the space provided for each line item. Bidder must respond by supplying prices for all items. No partial bids will be accepted. All items offered shall be in compliance with the specifications herein. Failure to comply as instructed will be considered non-responsive and disqualify your bid.

RATES: Regular rate cost will represent work performed Monday through Friday, 6:00 AM until 7:00 PM. Overtime rate will represent work performed Monday through Friday 7:00 PM until 6:00 AM including weekends and all MCPS holidays.

• HAS BIDDER EVER HAD LATE CHARGES DEDUCTED AS A RESULT OF FAILURE TO COMPLETE ON TIME?

YES _____ NO _____

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

YES _____ NO _____

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

YES _____ NO _____

• IS A COPY OF THE MARYLAND CONSTRUCTION BUSINESS LICENSE SUPPLIED WITH BID SUBMISSION?

YES _____ NO _____

- HAS BIDDER PROVIDED WITH THEIR BID THE REQUIRED BID BOND?

YES _____ NO _____

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

YES _____ NO _____

- IS THE BIDDER A MINORITY BUSINESS ENTERPRISE?

YES _____ NO _____

IF YES, PLEASE PROVIDE MARYLAND DEPARTMENT OF TRANSPORTATION CERTIFICATION

NUMBER _____

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

YES _____ NO _____