

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

INVITATION FOR BID# 9697.4

ON CALL SAFETY FALL PROTECTION CONTRACTORS

GENERAL CONDITIONS AND SPECIFICATIONS

I. GENERAL CONDITIONS

A. SCOPE

The work under this solicitation includes providing all labor, materials, equipment, and services necessary to complete fall protection projects as required by Montgomery County Public Schools (MCPS).

The specific scope of work for each project will be provided to the successful bidder(s) on an as-needed basis. Projects performed under this contract may involve various general construction trades.

The successful bidder(s) shall be required to **visit** multiple MCPS locations, as requested, to take field measurements and develop project proposals in accordance with the requirements and specifications provided by MCPS.

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 for each facility 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.**

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

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

D. SITE INSPECTION

The successful contractor shall inspect the work sites, take measurements and develop proposals based on drawings and scope provided by project manager. Successful bidder(s) maybe 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 Director of the Department 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 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. **Regular Rate Working Hours**

Work may be performed on regular school days: **Monday through Friday, 6:00 A.M. through 5:59 P.M.** (MCPS building service personnel are normally on site during these hours).

3. **Overtime Rate Working Hours**

Overtime rates are for work performed on evenings (6:01 PM to 5:59 A.M.), weekends or holidays with MCPS approval; however, the contractor shall reimburse MCPS for the overtime cost of having MCPS building services personnel on site. These overtime costs will be tracked and deducted from the contractor's final invoice. (See “Overtime Reimbursement Agreement, APPENDIX G)

4. 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.
5. MCPS doesn't pay for travel time; however, MCPS will pay a **two hour minimum** for a technician for each service/repair call. **Travel time and truck charges are to be included in rate offered herein; MCPS will not pay separate travel time or truck charges.**

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; **when is required, no purchase order will be issued until performance/payment and material bonds have been received by MCPS.**

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

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. The specifications require that all workmanship and materials shall be guaranteed for two years. Final payment will be made once the installation is complete and accepted by MCPS

for each proposal. The warranty shall begin once the MCPS Project Coordinator has approved the Contractor's final invoice for payment.

2. Warranty shall provide for the replacement of defective materials plus installation and labor. Any warranty claim made by MCPS prior to the expiration of said warranty shall be satisfied although the warranty has subsequently expired. Failure of a 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. The contractor shall respond to all warranty calls within 24 hours or the next MCPS business day. Repair of warranty work and part replacement shall be completed within five business days.
5. **The contractor shall install permanent labels inside unit, listing date installed and end of warranty date.**

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 Health Specialist at 240 740-2331.

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 by MCPS if materials are submitted at no cost to MCPS. Request should be email to the Department of Facilities Management. Forward samples/information to Montgomery County Public Schools, Department of Facilities Management, 45 West Gude Drive, Suite 4300, Rockville, Maryland 20850. **Testing normally requires a minimum of 60 workdays to complete; therefore, your samples/materials for testing may be approved for future bids if the evaluation is satisfactory. This process of evaluation is intended for larger types of equipment and/or components i.e. bleachers, elevators, lockers, flooring, roofing systems, and PA Systems.**
2. The brand name, code or model number on each item being offered, even if bidding the specified brand shall be provided. If a brand and code or model number is not shown your bid may not be considered.
3. If an item specified herein shows code or model numbers that have been discontinued, the bidder shall so state and indicate the current code or model number.

M. **DESCRIPTIVE LITERATURE**

The apparent successful 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 successful 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 (Sealed Bids Only) Required Submissions**1. Bid Documents**

Bid must be submitted in a sealed envelope to Department of Procurement, 45 West Gude Drive, Room 3100, Montgomery County Public Schools, Rockville, MD 20850 no later than the date and time specified on the Bid Document. Bidders shall identify their bid envelope with the bidder's name and clearly marked with bid number and description. Bidders may wish to reproduce and retain an additional copy for their 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 Department of Procurement by email to [NanaAma A Asare@mcpsmd.org](mailto:NanaAma.A.Asare@mcpsmd.org) and Procurement@mcpsmd.org to confirm that they have all addenda/errata. Failure to acknowledge addenda/errata on the form may result in a bid being deemed non-responsive and consequently rejected.

4. Minority Business Enterprise in Public Schools

The goal has been set at 0% MBE participation Pages D1 through D10 of Attachment D of the MBE procedure (**APPENDIX A**), reflecting minimum 0% 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. 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. **Contractor’s Obligation Regarding Criminal Records of Individuals Assigned to Work in MCPS Facilities**

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 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 \$5,000.00 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;
- 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 sub-contractors 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 Carver Educational Services Center (CESC), North Entrance, 850 Hungerford Drive, Suite 137, 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 Department of Procurement website at <http://www.montgomeryschoolsmd.org/departments/procurement>.

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

Once the contract is awarded, the contractor is responsible for implementing the background check process. An individual in the contractor's work-force may not begin work in a MCPS school facility on an assignment where the individual will have direct, unsupervised, and uncontrolled access to children, until: (a) the background check results for that individual have been received by MCPS; (b) the contractor certifies to MCPS that the individual has received training and/or reviewed informational materials, as appropriate, regarding recognizing, reporting, and preventing child abuse and neglect, consistent with the content provided in training for MCPS employees; and (c) the individual obtains a MCPS identification badge. The badge will be issued by the MCPS Department of Safety and Security, 45 W. Gude Drive, Room 1150, Rockville, MD 20850. Appointments are made by calling 240-740-7600. 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.

O. EMARYLAND MARKETPLACE ADVANTAGE REGISTRATION

Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace Advantage. Registration is free. It is recommended that any interested supplier register at <http://emma.maryland.gov>, regardless of the award outcome for this project as it is a valuable resource of upcoming bid notifications for municipalities throughout Maryland.

P. BID SURETY LETTER

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

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

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

Q. INQUIRIES

Inquiries regarding this solicitation must be submitted **in writing**, to Nana Ama Asare, Buyer II, Montgomery County Public Schools, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850, by email to NanaAma_A_Asare@mcpsmd.org. and Procurement@mcpsmd.org. Questions must be received no later than four business days prior to bid opening in order for the bidder to receive a reply prior to submitting its bid. The Board of Education will not be responsible for any oral or telephone explanation or interpretation. Vendor contact with any other MCPS employee regarding this solicitation will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its bid. The MCPS Department of Procurement web site address is <https://www.montgomeryschoolsmd.org/departments/procurement/staff/>.

Subsequent to the award if the contractor finds any discrepancy or omission and has questions of MCPS's intent, prior to performing work, they shall notify the MCPS Project Coordinator in **writing by email** to resolve and receive clarification, with copies to Nana Ama Asare, Buyer II NanaAma_A_Asare@mcpsmd.org.

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

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 MCPS. Pending final decision of a dispute hereunder, the contractor shall proceed diligently with the contract performance.

END OF SECTION

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

1. MCPS Department of Procurement reserves the right to convene a meeting with the apparent low bidder prior to awarding a project. 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

Will be required for ALL 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 state funded 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.**

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 technician certification from manufacturer, master licenses for trades appropriate for work to be performed, and/or company financial statements, etc., as required to allow MCPS contractor evaluation. **Failure to supply documents as specified may disqualify your bid proposal.**
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. 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 bidder(s) 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, February 8, 2021, 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.
- d) Contact the MCPS MBE Liaison at 240-740-7700, regarding any other MBE procedure questions. Current listing of the MBE certified contractors can be obtained <http://mbe.mdot.state.md.us/directory/searchselect.aspx>.

4. Submit Evidence of Insurance

a. Insurance

See Article XXI of the General Stipulations and Instructions to Bidders. The successful contractor shall submit an actual certificate of insurance made in favor of MCPS within five 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 Department of Procurement, Montgomery County of Board of Education shall be the insurance certificate holder.

5. Invoicing

- a. Bidder shall submit invoices to the Project Coordinator assigned to each project. Preferred electronically via email or regular mail to Montgomery County Public Schools, **identify pertinent information such as purchase order number facility/building name and address where work was performed.** The MCPS Project Coordinator shall submit invoices and receiving reports to the Department of Controller to process payments.
- b. On state funded projects a completed State of Maryland, CERTIFIED MINORITY BUSINESS ENTERPRISE PARTICIPATION STANDARD MONTHLY CONTRACTOR'S REQUISITION FOR PAYMENT 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 Maryland Correctional R Sign Platt (a State Agency) at 410-799-5102 or 5103. The current price from Maryland Correctional Enterprises (MCE) Sign Platt #11, C/O Patuxent Institution, Attention Christian Mayne, Plant Manager, 7555 Waterloo Road Jessup, Maryland 20794, phone at 410-799-

5102 or email christiane.mayne@maryland.gov, website www.mce.md.gov. The current price from Maryland Correctional Enterprises for this sign is \$583.00 with lead-time of approximately one week. The contractor shall coordinate the location of the sign with the MCPS Project Coordinator. The contractor shall remove the sign and restore the site to original condition upon the completion of the contract. It will be MCPS option to either retain the sign for future use or have the contractor dispose of the sign.

E. 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 including all Maryland Occupational Safety and Health (MOSH) and Fire code requirements. It is also very important that the contractors follow fall protection requirements and hot work requirements when welding.
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 all-inclusive cost for combined supervision, bonds, fringe benefits, union fees labor, small equipment, tools and profit or labor materials.

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 contractor shall not use any sub-contractors that are not willing to provide itemized proposal as required by MCPS. The same material costs, man-hours, 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 and secures MCPS approval to do so, the contractor shall be responsible for any associated costs including MCPS Building Service staff, etc. Average Building Service staff overtime rate is \$45.00 per hour depending on the individual working. This rate is estimated and could either be more or less than the quoted overtime rate. All overtime work must be requested **in writing** to the MCPS Project Coordinator, at least 48 hours in advance. This will allow MCPS staff sufficient time to coordinate the required Building Service staff participation. The Overtime Reimbursement Agreement under **APPENDIX 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 Facilities Maintenance approval and authorization by the director of the Department of Procurement or her 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 Department of Facility Maintenance and copy to the buyer in the Department 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 director of the Department of facility Maintenance, copies to the buyer in the Department 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 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.
1. All systems shall be Non-penetrating, free standing and shall be manufactured with either Galvanized or aluminum.
2. MCPS approved Manufacturer:
 - a. **Kee Guard**
 - b. **Dakota Safety Rail**
3. 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 MATERIALS**1. Structional/Building Materials:**

The successful bidder will be required to provide on the quotation 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 A

SEE MBE DOCUMENTS ATTACHED

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



Wes Moore, Governor
Aruna Miller, Lt. Governor

Building Bright Futures in Maryland

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

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

Public School Construction Program

Architect: (Name of Architect)

Contractor: (Name of Contractor)

The Maryland General Assembly

Adrienne A. Jones, Speaker of the House

Bill Ferguson, President of the Senate

Board of Public Works

Wes Moore, Governor

Brooke Lierman, Comptroller

Dereck E. Davis, Treasurer

FOR SCHOOL STATE CONSTRUCTION SIGN

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

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

Options to be selected and inserted:

- "...CONSTRUCTION OF..."
- "...CONSTRUCTION OF AN ADDITION TO..."
- "...RENOVATION OF..."
- "...CONSTRUCTION OF AN ADDITION AND RENOVATIONS TO..."

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 to move to a lockdown mode. Staff should make the announcement and notify 911 and Office of School Performance.

Lockdown Alert–Staff Guidance

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

Evacuate

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

Fire Evacuation

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

Directed Evacuation

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

Shelter

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

Persons authorized to call a Shelter alert

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

Public Safety Shelter Alert- Staff Guidance

When the administrator announces a Public Safety Shelter alert:

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

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

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

Outside Hazardous Material Release Shelter

Alert 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

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

- 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.

congestion or tightness in chest, coughing, runny nose, etc.). Also evacuate the immediate area or building if material is emitting vapors or fumes.

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

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

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

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

Activate the Outside Hazardous Material Release alert, if appropriate.

APPENDIX E

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

CHANGE ORDER FORM #

Facility: _____ Projects Name: _____

Contractor: _____ Date: _____

☐ Change to original scope of work ☐ Additional work ☐ Due to Design Errors ☐ DPS

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. A revised purchase order issued by the Department of procurement will constitute an approval of the change order.

Authorized Contractor Representative Acceptance)

Title
(Date)

(MCPS Representative Request)

Title (Date)

(MCPS Contracts Supervisor Review)

Title (Date)

(MCPS Department of procurement approval)

Title	(Date)
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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 Facilities Management

OVERTIME REIMBURSEMENT AGREEMENT

Facility: _____

Contractor: _____

Description of work to be performed: _____

Date: _____

Hours Required: _____

Date: _____

Hours Required: _____

Date: _____

Hours Required: _____

Date: _____

Hours Required: _____

Date: _____

Hours Required: _____

Date: _____

Hours Required: _____

Notice: 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 Contract Officer Approval)

(Date)

APPENDIX H

QUALIFIED ROOFING CONTRACTORS

APPENDIX I

QUOTATION FORM
(5 pages)

QUOTATION FORM - cont.

COMPANY NAME:

MCPS has introduced a new program geared to offer our scholars the opportunity to gain experience with employers before they leave high school by participating in programs such as apprenticeship, internship, site-based work experience and other available programs.

If awarded for the subject bid will be interested willing to offer an MCPS student this opportunity.

If so would you please open the below link and fill out the google sheet, if you are not able to participate please respond to this email at your earliest convenience.

<https://www.montgomeryschoolsmd.org/departments/work-based-learning/employers/>

A negative reply will not adversely affect consideration of your contract.

Yes, I am interested _____

No, I am unable to participate _____

Mandatory Submittals Check List:

_____	Signed Invitation for Bid, including Non-Debarment Acknowledgement
_____	Quotation Form (pages 1-5)
_____	Addendum(s) and Erratum(s) (If any, contractor is responsible to confirm)
_____	MBE Attachments D,
_____	Maryland; Construction Business License or Home Improvement Commission License
_____	Letter of Experience and years in Business as specified
_____	Surety Letter
_____	References

QUOTATION FORM - cont.

- **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 SURETY LETTER?**

YES _____ NO _____

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

YES _____ NO _____

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

YES _____ NO _____