

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

INVITATION FOR BID #9706.5

ATHLETIC GRASS FIELD MAINTENANCE AT VARIOUS LOCATIONS

GENERAL CONDITIONS

A. Introduction

Montgomery County Public Schools (MCPS) is seeking to prequalify multiple contractors to provide optimum maintenance and repair services to MCPS grass athletic fields. Contractors should submit a list of services (See Section E., Scope of Services) which their company is capable of providing.

B. Background

MCPS has 25 high schools that require varying degrees of field maintenance and field repair. Events held on these fields are: football, soccer, lacrosse and field hockey contests, along with physical education classes and community use.

It is the desire of MCPS to prequalify multiple field maintenance and field repair contractors who meet MCPS requirements and specifications.

Bidders shall provide their company's capabilities, experiences, resumes and references to illustrate bidder's ability to perform a variety of field maintenance services. This information is required to evaluate and approve contractors to perform field maintenance services on MCPS athletic grass fields. MCPS shall not be responsible for any omission of data.

C. Intent

The intent of this Invitation For Bid (IFB) is to prequalify multiple contractors to perform athletic grass field maintenance and field repairs on MCPS athletic fields. This is not a request to bid on specific work at this time or a request to provide a bid for all athletic fields. Responses to this solicitation will be used to evaluate and prequalify multiple contractors who meet the necessary qualifications to perform the work identified under this contract.

After the completion of the MCPS evaluation process and Board of Education approval, a list of prequalified contractors will be distributed to all secondary schools. The prequalified contractors will then be able to submit proposals as requested by MCPS Contract Officers for future field maintenance and field repair services adhering to all conditions and specifications herein.

D. MCPS Contract Officer

At each location, the School Business Administrator or School Athletic Director will be the MCPS Contract Officer and will be responsible for the performance of this contract. In some instances, the point of contact may be the MCPS Director of the Department of Athletics.

Once a contractor is prequalified by MCPS to perform field maintenance and field repair work, the contractor will be eligible to submit detailed written proposals for services including pricing to the Contract Officer. When a proposal has been submitted and received, it shall be understood that the work site has been inspected and that the contractor is aware of the needs and conditions under which the work is to be performed. The contractor shall sign-in with school personnel prior to starting any maintenance or field repair work and adhere to all MCPS Guidelines and Regulations Policies. All work performed must satisfy any and all laws, codes, regulations, etc. that are applicable. The contractor shall follow all applicable safety and health regulations. After inspection, the contractor shall report to MCPS school personnel, (the School Athletic Director or School Business Administrator), any conditions that might prevent them from performing their work in the manner intended.

E. Scope of Services

Contractors shall provide a list and description of services their company is capable of performing on MCPS athletic fields. Examples of various potential areas of services are listed below:

1. Pesticide Application
2. Regular mowing schedule for a "Fescue" type field.
3. Regular mowing schedule for a "Bermuda" type field.
4. Routine maintenance and care for a "Fescue" type field including top dressing, weed control, insect and fungus control, pest control, seeding/over seeding, aeration, etc.
5. Routine maintenance and care for a "Bermuda" type field including top dressing, weed control, insect and fungus control, pest control, seeding/over seeding, aeration, etc.
6. Comprehensive soil analysis.
7. Turf rolling.
8. Irrigation adjustments.
9. Winterization, spring start-up, winter blanket turf rolling.
10. Athletic Fields (Baseball/Softball) field renovation, repairs, and maintenance
11. Athletic Fields (Baseball/Softball) field installation.
12. Sod installation.
13. Painting Field Stripes/Field Markings on an annual or regular basis.

F. Award

It is the intent to award future athletic grass field maintenance projects and field repair work to multiple prequalified contractors based on their submissions (See Section L., Submissions), capabilities, and cost for services. However, the Board of Education reserves the right to make awards according to the best interests of Montgomery County Public Schools. This solicitation does not commit MCPS to award any contract or to pay any costs incurred in the preparation of a response. Awards are contingent upon availability of funds. MCPS reserves the right to add or delete contractors, sites, or services throughout the contract term.

G. Contract Term

The term of contract shall be for one year as stipulated on the Invitation For Bid. However, the contract may not begin until one day after approval by the Board of Education and will conclude as stated under the contract term. MCPS reserves the right to extend this contract 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 contractors 90 days prior to the expiration of the original contract. The bidder shall have 10 days from date of notification to return the notice acknowledging its intent to accept or reject the extension. Once the response is evaluated, MCPS staff may make a recommendation to the Board of Education to extend the contract or decide to rebid. If the contract is extended by the Board of Education, a contract amendment will be issued.

H. Quantities

MCPS shall not be obligated to purchase any specific services. Projects are dependent upon current requirements of MCPS and on budgetary limitations.

I. Deviations

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

J. Restoration of Damages

The restoration of any damage(s) to MCPS property, or to any adjoining/adjacent private or public property, resulting from the contractor's performance on this contract shall be the responsibility of the contractor. The contractor will, within two (2) weeks from written notification from MCPS Contract Officer, (the Athletic Director or School Business Administrator), contact the claimant and attempt to resolve the claim. All valid claims must be resolved within thirty (30) days of notification.

K. Pesticides, Herbicides, and Fertilizers

Contractors must adhere to the Maryland Water Quality Improvement Act (WQIA) of 1998 and the Maryland Fertilizer Use Act of 2011.

Pesticides and Herbicides.

Contractor *must* contact the Environmental Services, Division of Maintenance at 240-740-2520 or Brian_A_Mullikin@mcpsmd.org seven days prior to application of any herbicide or pesticide.

Provide to Environmental Services information on how the pesticides or herbicides will be applied.

- Quantity and location(s) of application
- How often application will occur and when (dates, times)
- Who will apply and how (equipment, procedure)
- Any information on related precautions or field use restrictions

Pesticide or herbicide application on school property is regulated by Maryland Department of Agriculture (MDA) which requires proper notification be sent to the schools prior to the application of the herbicide or pesticide. **If proposed pesticide or herbicide meets the requirements of MCPS and MDA, contractor will be notified of the approval of use.**

Fertilizers

Contractors will only use products that conform to MCPS and State Industry regulations. The contractor must **contact the School Administration seven days prior** to any fertilizer application on the school's athletic fields.

Safety Data Sheets (SDS) and product labels must be submitted to *both of the following* for all products the contractor intends to use on MCPS athletic fields.

- **School Business Administrator**
- **Systemwide Safety Program Office (peter_park@mcpsmd.org).**

L. Submissions

One original and one copy of the bid submissions 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 their files. Proposals must contain all required information in order to be considered responsive.

A summary of items that must be included in this bid in order to be prequalified to perform field maintenance on MCPS athletic fields are:

1. Current W-9
2. Insurance Certificate
3. Copy of valid Maryland Pesticide Business license if applicable
4. Copy of valid Maryland Pesticide Applicator License for applicable personnel
5. References (See Section M., References)
6. Evidence that the contractor maintains an established place of business
7. Scope of Services the contractor is capable of providing (See Section E., Scope of Services)
8. Written agreement that the contractor will use only pesticides, herbicides, and fertilizers that conform to MCPS and State and Industry regulations.
9. Safety Data Sheets (SDS) including product labels, for all products the bidder intends to use on MCPS Athletic fields.
10. A list of machinery the contractor will use in performing services on MCPS athletic fields. All equipment must meet manufacturer and safety requirements.

M. 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.

Company Name & Address

Contact Person

Phone Number

1. _____

Email _____

2. _____

Email _____

3. _____

Email _____

N. Award Criteria

- 1. Required submissions (See Section L., Submissions)
- 2. Ability to perform
- 3. References (See Section M., References)

O. 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 Open Solicitations at <http://procurement.montgomeryschoolsmd.org/home/Bids> or contact the Division of Procurement at 240-740-7600, to confirm that they have all addenda/errata. Failure to acknowledge errata/addenda on the form may result in a proposal being deemed non-responsive and consequently rejected.

P. Multi-Agency Participation

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

The supplier/contractor agrees to notify the issuing agency of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies. Each participating jurisdiction or agency shall enter into its own contract with the Award Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted “directly” to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award Bidder.

MCPS assumes no authority, liability, or obligation on behalf of any other public or non-public entity that may use any contract resulting from this bid MCPS pricing is based on the specifications provided in this solicitation. A negative reply will not adversely affect consideration of your bid/proposal.

Q. Inquires

Inquiries regarding this solicitation must be submitted in writing, to Stephanie Dorah, Buyer II, Montgomery County Public Schools, 45 W Gude Drive, Suite 3100, Rockville, Maryland 20850, or email to Stephanie_J_Dorah@mcpsmd.org and Procurement@mcpsmd.org . Questions must be received no later than four business days prior to bid opening date in order for the Bidder to receive a reply prior to submitting its bid response. The Board of Education will not be responsible for any oral or telephone explanations or interpretations. Bidder contact with any other MCPS employee regarding this solicitation until the contract is awarded by the Board of Education will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its proposal. The MCPS Division of Procurement web site address is <https://www.montgomeryschoolsmd.org/search.aspx?q=procurement> .

R. Contractors’ Obligation Regarding Criminal Records of Individuals Assigned to Work in MCPS Facilities

All MCPS contracts must include the following provisions:

I. Prohibition against assigning registered sex offenders and individuals convicted of sexual offenses, child sexual abuse, and other crimes of violence to MCPS contracts:

Maryland Law requires that any person who enters into a contract with a county board of education “may not knowingly employ an individual to work at a school” if the individual is a registered sex offender. Under § 11-722 of the Criminal Procedure Article of the Maryland Code, an employer who violates this requirement is guilty of a misdemeanor and, if convicted, may be subject to up to five years imprisonment and/or a \$5000 fine.

Effective July 1, 2015, amendments to § 6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving:

- a) A sexual offense in the third or fourth degree under § 3–307 or § 3–308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that
- b) would constitute an offense under § 3–307 or § 3–308 of the Criminal Law Article if committed in Maryland;
- c) Child sexual abuse under § 3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under § 3-602 of the Criminal Law Article if committed in Maryland; or
- c) A crime of violence as defined in § 14–101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of § 14–101 of the Criminal Law Article if committed in Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under § 3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.

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

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

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

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

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

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

Once the contract is awarded, the contractor is responsible for implementing the background check process. An individual in the contractor's work-force may not begin work in a MCPS school facility on an assignment where the individual will have direct, unsupervised, and uncontrolled access to children, until: (a) the background check results for that individual have been received by MCPS; (b) the contractor certifies to MCPS that the individual has received training and/or reviewed informational materials, as appropriate, regarding recognizing, reporting, and preventing child abuse and neglect, consistent with the content provided in training for MCPS employees; and (c) the individual obtains a MCPS identification badge. The badge will be issued by the MCPS Department of Safety and Security, 850 Hungerford Drive, Room 131, Rockville, MD 20850. Appointments are made by calling 301-279-3066. The contractor will be required to return all badges at the conclusion of the contract.

The criminal background check and badging process will be at the contractor's expense. Violation of this provision is a material breach of contract for which MCPS may take appropriate action up to and including termination of the contract.