

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

**INVITATION FOR BID #9740.3
KITCHEN SERVERY REPLACEMENT AT VARIOUS FACILITIES**

GENERAL CONDITIONS AND SPECIFICATIONS

I. GENERAL CONDITIONS

A. SCOPE

The work includes the furnishing, delivery and installation of replacement of existing kitchen serving lines with new kitchen serving lines complete in all detail and in compliance with specifications herein at various Montgomery County Public Schools (MCPS) located throughout Montgomery County, Maryland.

B. INTENT

1. It is the intention of these specifications to secure an all-inclusive unit prices to fully cover the furnishing of all equipment and labor for the installation of kitchen serving lines using equipment specified under Detailed Specifications of this solicitation. The successful contractor will also be responsible for the removal of all existing equipment unless otherwise stated by the project manager. The awarded unit price will be used to develop project proposals for various locations as requested by MCPS. It is anticipated that the majority of the work under this contract will be performed between **mid-June and August**. Therefore, the successful contractor must verify to MCPS satisfaction, that they have the ability to perform if awarded a contract. **Successful contractor will be required to submit the Asbestos Free Verification Form as applicable and required herein. See General Conditions Section M and APPENDIX H.**
2. Bid prices offered shall be all-inclusive including, but not limited to labor, equipment and miscellaneous materials to satisfy all specification requirements. All costs 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 laws, regulations and standards will further be considered a part of these specifications and conditions. The contractor shall furnish and install any additional items required by the same, whether or not particularly shown or specified. Any items or requirements noted herein in excess of these requirements and permitted by the requirements shall take preference. All deliveries must be prepaid to the destination (F.O.B. destination) and in no case will collect shipment be accepted.

C. AWARD

1. This solicitation does not commit MCPS to award any contract or to pay any costs incurred in the preparation of a response. It is the intention to award this contract to the bidder(s) submitting the most favorable price 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. However, the MCPS Board of Education reserves the right to make awards according to the best interest of MCPS. MCPS also reserves the right to delete items or services, or to add additional items or services or additional contractors throughout the contract term should there be a need for items or services not available from the awarded contractor(s). **Awards are contingent upon availability of funds.**
2. Wherever the term "provide" is used, it shall mean, "Furnish and install in place, complete in all details".

D. SITE INSPECTION

The awarded contractor(s) will be required to inspect the work sites, take measurements and develop proposals based on awarded unit prices. A drawing of the project shall be submitted with the proposal identifying where the work will be performed. The contractor must report to the main office to contact the MCPS building service manager prior to inspection. When a proposal has been submitted to the project coordinator, it shall be understood that the work site has been inspected and that the contractor is aware of the needs and conditions under which the work is to be accomplished including, but not limited to, all work required to satisfy any and all laws, codes, regulations, etc. that are applicable. After inspection, the contractor shall report to the MCPS project coordinator any conditions that might prevent them from performing their work in the manner intended. **Failure to do so will not relieve the contractor of the obligation to furnish all materials and labor necessary to fully carry out the provisions of the bid documents.**

E. SCHEDULE

1. **No proposal will be accepted without start and completion dates being identified.** Project proposal shall be submitted to the MCPS project coordinator no later than five working days after site inspection. A purchase order issued and signed by the director of the Division of Procurement will be the contractor's authorization to proceed with an approved proposal. No work shall take place without prior approval by the MCPS project coordinator. The contractor shall request any additional documents required from MCPS to allow the materials to be ordered in time for the completion date to be satisfied. 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, all cleaning tasks, punch-out work and final inspections by MCPS staff, etc. Late charges will be deducted for failure to meet any target dates without an MCPS approved extension. **(See "Late Charges for Failure to Complete on Time" under Contract Administration.)** If the official school year is altered, the start and completion dates affected will be adjusted proportionately.

2. The contractor shall take into consideration that school activities will be taking place while work for this contract is being performed. No work performed by the contractor shall disrupt these activities. Any traffic blockages, utility outages, etc., which may be required in the execution of the contractor's work shall be scheduled with the MCPS project coordinator and will require the contractor to perform such work at premium labor times. The contractor shall anticipate these occurrences in their bids, and no changes in contract amount or completion date will be made for such occurrences.
3. The contractor shall maintain an adequate labor force on the work site from the start of the project until the completion in order to satisfy the schedule. MCPS expects the work to proceed uninterrupted with regard to labor and material availability. The contractor shall inventory materials as they are received from the manufacturer and not wait until installation is in progress to determine if received inventory is adequate. The contractor shall notify the MCPS project coordinator, **in writing**, immediately upon experiencing material shortages or errors that will affect or place at risk their ability to satisfy the completion date.
4. **Restrictions**

Roadways shall not be blocked during regular school hours. MCPS will designate staging areas in the vicinity of the work areas as required.
5. **Normal Work Periods**

Work may be performed on regular school days: **Monday through Friday, 6:30 A.M. through 7:00 P.M.** (MCPS building services staff are normally on site during these hours).
6. **Special Work Periods**

Work may be performed on evenings, weekends or holidays with MCPS approval; however, the Contractor shall reimburse MCPS for the overtime cost of having MCPS' building services staff on site. These overtime costs will be tracked and deducted from the contractor's final invoice. See "Overtime Reimbursement Agreement", Under **APPENDIX G.**

F. **CONTRACT TERM**

The initial term of contract shall be for twelve months. 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 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 contractor 90 days prior to the expiration of the original contract. The contractor has 10 days from the date of notification to return the notice acknowledging its intent to accept or reject the extension. If the contract is extended, a contract amendment will be issued. **However, no purchase order will be issued until extended performance/payment and material bonds have been received by MCPS.**

G. 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 E**, for the Contractor's information is the MCPS Emergency/Crisis Procedures, Shelter/Lockdown. It is the Contractor's responsibility to familiarize themselves and their representative(s) regarding the Shelter/Lockdown Procedures. These procedures are subject to change to meet MCPS requirements.
3. The contractor shall have at the work site, a reasonable amount of materials that will allow them to quickly secure the work area and/or secure building openings as required for the type of work being performed.

H. WARRANTY/SERVICE/REPAIR

1. All workmanship, equipment and materials shall be guaranteed for two years. Any longer-term warranty and/or guaranteed offered as standard from product manufacturers shall be included. The contractor shall supply labor and materials for warranty replacements throughout the two-year period. Final payment will be made once the installation is complete and operations have been witnessed and accepted by MCPS. The warranty shall begin on the date the MCPS project coordinator approve the contractor's final invoice for payment.
2. Warranty shall provide for replacement of defective materials plus installation and labor. Any warranty claim made by MCPS prior to the expiration of said warranty shall be satisfied although the warranty has subsequently expired. Failure of the bidder and/or manufacturer to provide satisfactory warranty service to MCPS will be grounds for exclusion from future bidding.
3. Point of contact may change between the MCPS project coordinator and the contractor when identifying and resolving warranty claims during the warranty period.

I. BRAND NAMES

1. Commodity descriptions that state "Only a specified brand will be considered" are brands that have been evaluated and tested for inclusion on this bid and are the only brands acceptable at this time. **No substitutions will be accepted.** Other brands will be evaluated and tested by MCPS if materials are submitted at no cost to MCPS. Forward samples/information to Montgomery County Public Schools, Division of Design and Construction, 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.**

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 specification shows code or model that has been discontinued, the bidder shall so state and indicate the current code or model number.

J. MATERIALS

Materials to be used in the performance of this contract shall be new and be the manufacturer's latest design improvements and materials current at the time of shipment. The MCPS project coordinator shall be notified of any design changes prior to delivery and the contractor shall supply sufficient information to allow evaluation.

K. DELIVERY

Prices shall include all delivery costs as required to ship materials to various locations throughout MCPS. All deliveries must be prepaid FOB destination and in no case will collect shipments to be accepted. All pricing must be all-inclusive; **no travel time or delivery charges will be accepted.**

L. PROVISION FOR PRICE ADJUSTMENT

Price increases on both service labor rate and on equipment will not be considered for the first six months of the contract. Thereafter, the contractor must submit a written request for price relief. The request for a price increase on the equipment shall include documentation from the manufacturer to verify the basis for such request. Adjustments for price increases on service labor rate will be based upon 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. The request 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. Any orders received prior to a request for a price increase shall be honored at the original contract price. If the price increase is approved, a contract amendment will be issued authorizing the increase.

M. GENERAL 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 H**) **within 15 working days** after receipt of the “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 task as may be required regarding existing material on site. Any questions, concerning asbestos materials shall be directed to the Environmental Team Leader at 240-740-2324.

N. DESCRIPTIVE LITERATURE

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

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

O. DEVIATIONS

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

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

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

2. Quotation Form/Item Specifications

- a. Quotations are to be entered on the Quotation Form supplied under **APPENDIX I. Faxed quotations are not acceptable. SEALED BIDS ONLY.**
- b. **Bidder must submit a separate price for each item listed on the Quotation Form. Submission of one price for all the items without indicating a price per item shall be considered non-responsive and will invalidate the bid.** If there is a discrepancy between the unit cost and total cost, the unit cost shall prevail. Prices offered shall be valid for acceptance during a period of no less than 90 days from date of bid opening.
- c. This solicitation shall be valid for acceptance during a period of not less than 90 days from date of opening. Once the contract is approved by the MCPS Board of Education, terms and conditions of the solicitation shall prevail throughout the contract period.

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 Division of Procurement by fax (301) 279-3172 or email to [Laly A Bowers@mcpsmd.org](mailto:Laly_A_Bowers@mcpsmd.org) to confirm that they have all addenda/errata. Failure to acknowledge addenda/errata on the form may result in a bid being deemed non-responsive and consequently rejected.

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

General Requirements: The Contractor shall possess a current **“State of Maryland” Construction Business License. This is 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.

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 the business is located within the State of Maryland. Contact the **State License Bureau at <http://www.marylandtaxes.com/>** or at 410-260-6240, if additional information is required. **THIS LICENSE MUST BE SUBMITTED WITH THE BID PROPOSAL.**

5. **Certification from Manufacturer**

Contractor shall include a letter from the manufacturer stating that the firm is a manufacturer's authorized installer/representative for the brand equipment offered. Manufacturer shall submit a letter stating manufacturer shall supply specified equipment in order for contractor to complete project by specified date. Failure to submit manufacturer authorization letters with your bid submission may result in bid being deemed non-responsive and consequently rejected.

6. **Letter of Experience and Years in Business**

Bidder must include a letter showing the number of years' experience in this line of work in their bid response. Failure to provide letter of experience may result in bid being deemed non-responsive and consequently rejected. See Section **II Contracts Administration, N. Quality Assurance.**

7. **Minority Business Enterprise in Public Schools**

The goal has been set at 5% MBE participation. Pages D1 through D10 of Attachment D, the MBE Procedure (Appendix A), reflecting minimum 5% MBE participation shall be submitted with your bid. (*See Section II Contract Administration" for additional MBE information*). ***Failure to supply as specified will disqualify your bid response.***

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

All MCPS Contracts must include the following provisions:

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

Maryland Law requires that any person who enters into a contract with a county board of education "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender. Under §11-722 of 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 Office of Human Resources and Development, 45 West Gude Drive, Rockville, MD 20850, or through another service approved by MCPS. Individuals fingerprinted by MCPS will be required to provide written consent, and MCPS will maintain copies of all records for criminal background checks performed by MCPS. If the contractor uses another service approved by MCPS, the results of the criminal background check must be provided to MCPS for record keeping. A list of MCPS approved fingerprinting agencies can be found on the Procurement Unit website at <http://www.montgomeryschoolsmd.org/departments/procurement>.

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

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

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

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

Q. BID SECURITY

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

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

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

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

R. EMARYLAND MARKETPLACE ADVANTAGE

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

S. AWARD CRITERIA

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

T. INQUIRIES

Inquiries regarding this solicitation must be submitted **in writing**, to Laly Bowers, Buyer II, Montgomery County Public Schools, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850, fax number 301-279-3173, or email to Laly_A.Bowers@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 explanations or interpretations. **Bidder contact with any other MCPS employee regarding this solicitation until the contract is awarded by the Board of Education will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its bid.** The web site address is <http://www.montgomeryschoolsmd.org/departments/procurement/vendors.aspx> for the MCPS Division of Procurement.

Subsequent to the award if the Contractor finds any discrepancy or omission and has questions of MCPS’s intent, prior to performing work, they shall notify the MCPS Project coordinator **in writing** via fax to resolve and receive clarification with copies to Laly_A_Bowers@mpsmd.org, Buyer II, and the MCPS Capital Improvement Contracting Supervisor.

U. **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) name then your bid may not be considered. MCPS may request additional references. **Note: ALL BIDDERS, including bidders currently engaged in business with MCPS must provide other customer references. Failure to provide references with your bid submission may result in a bid being deemed non-responsive and consequently rejected.**

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

V. **SPECIAL PROVISIONS**

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

or bona fide established commercial selling agencies maintained by the person so representing for the purpose of securing business, or any attorney rendering professional legal services consistent with applicable canons of ethics.

3. Assignments – Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the successful bidder(s) or except as expressly authorized in writing by MCPS and no contract shall be made by the successful bidder(s) with any other party for furnishing any of the work or services herein contracted for without the written approval of MCPS.

Disputes – Any dispute concerning a question of fact arising under this contract shall be disposed of by written agreement between the Contractor and the MCPS Contracting Officer. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the contract performance.

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

1. MCPS reserves the right to convene a meeting with the apparent low bidder(s) prior to awarding a contract. The purpose of this meeting is to afford all parties an opportunity to discuss any aspects of 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 Division of Design and Construction authorized representative.
3. Issues raised during this meeting, which cannot be resolved to MCPS satisfaction, will be cause for the Division of Procurement to reject the apparent low bid and to consider the next lowest bidder as the successful bidder.

B. CONTRACT SECURITY

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

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 request, applicable business and contractor's licenses, 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 a copy as specified may disqualify your bid proposal.**
2. **Sub-Contractors**
 - a. The successful bidder shall supply a complete list of all sub-contractors for evaluation by MCPS prior to performing work. This list must be submitted within two workdays after MCPS makes the request. **Failure to do so will be grounds for termination of your bid.** The contractor shall be responsible for assuring that all proposed sub-contractors are in good standing with MCPS

- 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 and un-amended on the Standard Form of Agreement between the 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 Contractor from being responsible for the total and complete performance of the work for the project; i.e., failure of the sub-contractors to satisfactorily perform the work in a timely fashion is the contractor's responsibility and not that of MCPS.
- d. All work shall be performed by a bona-fide licensed trade person (See Paragraph M, Quality Assurance).

3. **Minority Business Enterprise in Public Schools**

- a. Certified Minority Business Enterprises are highly encouraged to respond to this solicitation.
- b. Since state funds may be involved in future project(s) performed under this bid "**it is important that bidders review the new state revised MBE Procedures carefully to ensure compliance**". **There is a 5 % MBE goal set for this bid.** On future state funded project(s) that may be performed under this bid, that exceed \$50,000, a new MBE goal may be established based on the scope and size of the work. The bidder may be required to solicit MBE participation, which will include providing revised Certified MBE Utilization and Fair Solicitation Affidavit (Attachment A) and the MBE Participation Schedule (Attachment B) along with other required MBE forms that may be applicable. Bidders are always strongly encouraged to make a good faith effort to solicit Certified Minority Business participation to provide materials, supplies, equipment, and/or service whenever possible at any time prior to bidding or throughout the course of the project.
- c. Refer to the document, MINORITY BUSINESS ENTERPRISE PROCEDURES, February 8, 2021, included with this bid solicitation package under **APPENDIX A**.
- d. MBE Pages D1 through D10 of Attachment D, the MBE Procedure 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. Contact the MCPS MBE Liaison, regarding any other MBE procedure questions. Current listing of MBE certified Contractors can be obtained at http://mbe.md.state.md.us/directory/search_select.asp.

4. Submit Evidence of Insurance

a. Insurance

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

b. Additional Insurance

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

c. Policy Cancellation/Certificate Holder

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

5. Invoicing

- a. Bidder shall submit invoices to the project coordinator, Division of Design and Construction, preferred electronically via email or regular mail to Montgomery County Public Schools, 45 West Gude Drive, Suite 4300 Rockville, Maryland 20850 for payment approval. All invoices shall identify pertinent information such as purchase order number and building name where work was performed. The MCPS Project coordinator shall submit invoices and receiving reports in a timely fashion to the Division of Controller to process payments, and shall specify final or partial payments.
- b. 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 B** 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 project cost. The remaining balance will be paid upon MCPS acceptance of the project as being 100% completed and in compliance with specifications. MCPS will refrain from making any partial payments if, in MCPS opinion, the project falls behind schedule. Final payment shall be made after the project is complete in all detail and as specified herein and accepted by the MCPS Project coordinator.
- d. Partial payment invoices shall be accompanied by a detailed schedule of values

allocated to various portions of the work (similar to AIA Documents G702 & G703). This schedule, unless objected to by the MCPS project coordinator, shall be used as a basis for reviewing the Contractor's application for partial payment.

6. **Permits and Inspections**

The contractor shall obtain all required permits, including electrical and plumbing permits, pay all fees, and certify that other required permits have been obtained prior to commencing work. This includes, but is not limited to, the contractor securing permits on behalf of MCPS and scheduling of inspections as required by Federal, State and County authorities and Maryland Department of the Environment (MDE) permits. 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. The Contractor shall provide all drawing documentation, etc. as required to secure permits.

Contractor is responsible for determining the permitting jurisdiction that has authority and what permits are required such as Montgomery County Government, City of Rockville, City of Gaithersburg and Town of Poolesville, etc.

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 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 CONSTRUCTION PROGRAM FUNDED PROJECTS THAT EXCEED \$100,000.00.** The contractor shall supply and install the sign as specified in **APPENDIX C** on the project site. The contractor has the option of making a specified sign or obtaining the sign from Maryland Correctional Enterprises, (MCE) Sign Platt #11, C/O Patuxent Institution, Attn: Christian Mayne, Plant Manager, 7555 Waterloo Road, Jessup, MD 20794 Phone: 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 \$525.00 with lead-time of approximately one week. The contractor shall coordinate the location of the sign with the MCPS Project coordinator. The contractor shall remove the sign and restore the site to original condition upon the completion of the contract. It will be MCPS option to either retain the sign for future use or have the Contractor dispose of the sign.

E. MARYLAND BUY AMERICAN STEEL ACT

Steel purchased under this bid must be in compliance with the “Maryland Buy American Steel Act”, Sections 17-301 to 17-306 of the State Finance and Procurement Article of the Annotated Code of Maryland. This applies to steel purchases that are combined or single purchase that are composed of at least 10,000 pounds of steel products. It is the bidder’s responsibility to be in compliance as required if purchasing steel in excess of 10,000 pounds. More detailed information can be found at: <http://www.dsd.state.md.us/comar/AnnotCodeIdx/StateFinIndex.htm>.

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 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 MCPS.

G. PERFORMANCE

1. The Contractor shall have on the job site at least one person fluent in English and all employees shall have an MCPS contractor badge at all times.
2. **The Contractor must provide to the MCPS Project coordinator cellular telephone numbers and email addresses of project managers to allow for day-to-day direct communications.**
3. Work 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. Contractors shall protect all existing floors, including floor where material is stored or being transported with **Ram Board .375”** thick or MCPS approved equal.
4. The contractor shall furnish the services of an experienced supervisor fluent I English, who shall be in charge of the work and to provide direction to the crew at all times.
5. Contractor and employees:
 - a. Contractors are required to have **all employees complete the fingerprinting and background check process, so they can receive an MCPS Contractor badge.** MCPS Contractor’s badges shall be worn while on-premises. **Contractor’s employees/workers without an MCPS contractor badge may be denied entry; however, if entry is granted,** Contractors will be required to check in daily at the facility’s main office to obtain a visitor badge. These badges must be returned to MCPS daily. All Contractor employees must wear a badge while on site.
 - b. Use of any form of tobacco products, liquor and/or illegal drugs is not permitted in MCPS buildings and on grounds.
 - c. Contractor’s employees are not to use facility equipment and buildings, i.e., telephone, lounges, bathrooms, 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 administrative and school activities.
7. The building is expected to be occupied throughout the stated period allowed for this work. The contractor shall take all required safety precautions during the installation **Contractors shall secure all openings, at the end of the work day, during projects.**
8. Work area must be left clean and ready for use after work is completed. Contractor must remove all debris generated by the work from the premises daily, adhering to **Montgomery County Executive Regulation No. 1-15 AM – Residential and Commercial Recycling, COMCOR 48.00.03 Solid Waste Recycling.** The Contractor shall keep track of all recyclable materials such as metal, cardboard, commingle, yard waste, concrete, asphalt, and others. The Contractor shall provide a monthly report to the MCPS recycling manager, Mr. John Meyer via email John.MeyerIII@mcpsmd.org that includes the weight, dates, and the facility to which the materials was taken to be recycled.
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 (MOSHA) Hazard Communication Standards and the Occupational Safety and Health Administration (OSHA) Hazard Communication Standards must be followed.
10. Field measurements are required.
11. The Contractor shall not attempt to hire any MCPS employee to perform any work or to supply any materials under this contract. If the contractor violates this condition, MCPS has the right to cancel the contract and have the remainder of the work performed by others at the original contractor's expense even if this cost exceeds the original contract amount.
12. **Failure to perform in accordance with MCPS specifications and industry standards may result in the Contractor being removed from the approved bidder list to receive future Invitation For Bid for a period of two years.**

H. **CHANGES IN THE WORK**

1. Should alterations or changes be necessary at any time during the progress of the work or to add to or delete work, MCPS shall have the undisputed right to make 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. All change order forms, proposals and other supporting documentation relating to additional work must be supplied to the MCPS project coordinator within one week from the time the change order need is identified. No cost increases to contract will be paid without a completed change order Form signed by both parties. **Approved Change Orders do not automatically revise completion dates.** It is the contractor's responsibility to provide a written request for extension, with an explanation of justification as they deem necessary. Using project change orders as rationale for not completing on time will not be accepted, without a MCPS approved extension. If additional work is performed without MCPS authorization and/or written

change Order, the contractor shall be subject to reversing said work, or work and/or materials shall remain at no cost to MCPS. This shall be solely at MCPS' discretion.

- 2. The allowable, all-inclusive mark-up for combined overhead, bonds, fringe benefits, union fees, equipment, tools and profit for work performed by the prime Contractor shall be based on the monetary value of the work not to exceed the following rates:

<u>Value of Work</u>	<u>Combined Overhead & Profit</u>
\$0 - \$1,000	20%
\$1,001 - \$4,999	18%
\$5,000 - \$9,999	16%
\$10,000 - 24,999	14%
Over \$24,999	Negotiated by not more than 10%

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

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

I. LATE CHARGES FOR FAILURE TO COMPLETE ON TIME

- 1. MCPS shall retain \$500.00 per each calendar day of delay beyond the completion date stipulated on the contract, for the first five days. MCPS shall retain \$1,000.00 for each calendar day thereafter. The late charges shall be assessed by MCPS as a result of the late completion. This shall apply if the contractor fails to meet any specified target date as identified herein unless 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 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 services staff overtime as required.
- 4. If work falls behind schedule, as determined by the MCPS project coordinator, the contractor shall provide, at their own expense, additional labor and/or equipment, overtime pay, etc., required to overcome delays including, but not limited to, MCPS building services overtime as required.

5. The MCPS Capital Improvements Contract Supervisor will review requests for extension of completion time due to strikes, lack of materials, and/or any other condition, over which the Contractor has no control. Written application for extension shall be made immediately upon occurrence of condition that, in the opinion of the contractor requires such an extension, with reason clearly stated and detailed proof for each such delay. The delay of MCPS issuing a purchase order does not automatically alter any completion dates. If in the contractor's view the delay of a purchase order is having a negative effect on completion of the contract within the dates specified, they must notify MCPS in writing immediately. Using the rationale that a purchase order was issued late, at the conclusion of the work will not be an acceptable reason for requesting a contract extension. No time extension will be allowed except by final written approval of the MCPS Contract supervisor. 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. CONTRACTOR'S 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 \$35.00 per hour. 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 F** must be completed and signed by MCPS and the contractor before work is to be performed. The request must identify the dates and times the contractor proposes to work. Without written request and the overtime reimbursement agreement, MCPS will not approve any overtime.

K. MCPS CONTRACTING SUPERVISOR/PROJECT COORDINATOR

1. The Capital Improvements (CIP) Contract Supervisor will represent MCPS in the execution of this contract. No changes in contract conditions or specifications will be made without the CIP Contract Office Supervisor's approval and authorized by the Director of Division of Procurement or his/her designee.
2. After award the MCPS project coordinator will be assigned who 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 coordinator is authorized to:
 - a. Serve as liaison between MCPS and the Contractor;
 - b. Give direction to the Contractor to ensure satisfactory and complete performance;
 - c. Monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;

- d. Serve as records custodian for this contract;
 - e. Accept or reject the Contractor's performance;
 - f. Furnish timely written notice of the contractor's performance failure to the MCPS contract office supervisor, copy to the Division of Procurement;
 - g. Prepare required reports;
 - h. Approve or reject invoices for payment and submitted construction schedule;
 - i. Recommend contract modifications or terminations to the MCPS CIP contract supervisor, copy to the Division of Procurement;
 - j. Issue notices to the Contractor to proceed with the project after receiving approval of change order from CIP Contract Supervisor.
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. PROJECT CLOSE-OUT

1. Initial Installation Punch-out
 - a. The contractor shall notify the MCPS project coordinator **in writing** that the work is ready for punch-out inspection. Punch-out shall occur sufficiently in advance of the installation **completion date, as specified on each proposal**, to afford the contractor time to rectify the 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:
 - 1) Authorized representatives of MCPS
 - 2) Contractor
 - c. Upon completion of a punch-out, a written punch list shall be prepared by the Contractor and submitted to MCPS within five workdays.
2. The contractor shall notify the MCPS project coordinator **in writing** for a final inspection once all related punch list items have been 100% completed. All punch-out and final inspections shall be performed well in advance of the completion date to allow for corrections. **Late fees shall accrue until all punch list items are 100% complete.**
3. The contractor is entitled to one punch-out inspection and one final inspection for each installation. Any additional inspection by MCPS staff due to the contractor's failure to complete the punch-out items will result in deductions of costs incurred by MCPS for such inspections from the contractor's final invoice.
4. The Contractor shall provide written warranty statements indicating start and end of

warranty dates to be signed by both the contractor and the 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.

M. CONSTRUCTION SCHEDULE AND PROGRESS MEETINGS

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

N. QUALITY ASSURANCE

The installers shall perform all installations in accordance with manufacturer's procedures, NEC, NFPA, Montgomery County Building Code requirements and MCPS specifications herein. The successful Contractor shall have been in business and regularly engaged in the installation of food service and associated equipment similar to that specified herein for a minimum of five years. Contractor shall submit a letter stating years' in business. Failure to provide letter of experience may disqualify bid submission. All trade work shall be performed by appropriately licensed trade persons. A copy of these licenses must be submitted to MCPS prior to performing any work

III. DETAILED SPECIFICATIONS**A. INTENT**

It is intended that the Contractor will perform all construction tasks in compliance with all specifications herein. This section of the specifications applies to and forms a part of all sections covering labor, material and general construction work for replacement existing kitchen servery with new servery kitchen equipment at various schools, as required. Work is to be performed in accordance to the specifications herein, manufacturer's instructions, National Sanitation Foundation (NSF), Montgomery County Building Code requirements, and in compliance with all other authorities having jurisdiction. These specifications represent our minimum requirements.

B. GENERAL REQUIREMENTS1. Specification Explanation

- a. The Contractor shall coordinate and organize the entire work specified in all sections of the specifications so that duplications or omissions are eliminated.
- b. Wherever the term "provide" is used, it shall mean, "furnish and install in place, complete in all details".
- c. Where any device or part of equipment is herein referred to in the singular number (such as "the unit") such reference shall be deemed to apply to as many such devices as are required to complete the installation.

2. Execution of Work

- a. The contractor shall examine the premises and observe the conditions under which the work will be done or other circumstances, which will affect the contemplated work. The contractor shall carefully check in the field the existing conditions on site, within the conditions of the site that will be used to accomplish the work. No allowance will be made subsequently in this connection for any error or negligence on the contractor's part.
- b. Work involving entering, connecting to, or interrupting services for, or in any way interfering with the normal activities taking place in the existing building or on facility grounds shall be coordinated with the MCPS project coordinator.
- c. At least 48 hours advance notice shall be given to MCPS before performing such work, unless directed otherwise by the MCPS Project coordinator.
- d. The contractor is advised that all work involving disrupting the use of utilities shall not be carried out until permission has been received from the building staff and the MCPS project coordinator.

3. Installation of Equipment/Materials

- a. It is the intention of the specification to call for finished work, tested, clean, and ready for operation.
- b. Any apparatus, appliance, materials or work not mentioned in the specifications, or any incidental accessories necessary to make the work complete in all respects and ready for operation, even if not particularly specified, shall be furnished, delivered and installed by the contractor.
- c. Auxiliary piping, fittings, accessories, etc. required for proper operation shall be furnished and completely installed.
- d. Minor details not usually specified, but necessary for proper installation and operation, shall be included in the work.

4. Installation Instructions

- a. No modification of existing structures to accommodate new equipment or other types of cutting shall not be done by the Contractor without the authorization of the MCPS project coordinator.
- b. The contractor shall determine the locations, sizes, etc. of all items required for the proper installation. The contractor shall furnish all supports, etc. required for the work and shall be responsible for their proper and permanent locations. Any additional angles, channels, blocks, etc. required for supporting the equipment, conduit, or piping, shall be furnished and installed.
- c. No waterproofing shall be cut for any purpose, except on written approval of the MCPS project coordinator.
- d. It shall be the contractor's responsibility to see that all equipment such as valves and other apparatus or equipment as may require maintenance and operation are made easily accessible.

5. Submittals and Approvals

- a. The Contractor shall submit detailed shop drawings and catalog cuts with each proposal. Approval rendered on shop drawings shall not be considered as a guarantee of measurements or site conditions. Where drawings are approved, said approval does not mean that drawings have been checked in detail; said approval does not in any way relieve the Contractor from the responsibility of furnishing material or performing work as required by the specifications.
- b. Submittals shall include:
 - 1) Stainless steel counters and tray slides.
 - 2) Food service equipment.
 - 3) Electrical wiring shall be plug-in style.

- c. The contractor shall provide detailed submittals including equipment, layout plan, etc. and forward them directly to the MCPS, project coordinator at the address below; Montgomery County Public Schools, Contract Office, 45 West Gude Drive, Suite 4300, Rockville, Maryland 20850.
- d. The project coordinator shall return submittals to the contractor **within 10 workdays** after receipt. The Contractor is responsible for budgeting adequate time to accomplish the submittal process while adhering to the project schedule.
- e. The contractor's intent to use the exact makes specified, does not relieve them of the responsibility of providing submittals for approval. If the contractor fails to provide submittals for any material or equipment, then the right is reserved for a full selection of material and equipment by the contract office whose selection shall be final and binding upon the contractor and shall be used in the project.

6. Codes/Rules

All material furnished and all work installed shall comply with the rules and recommendations of local authorities, with the NFPA, with all requirements of local utility companies and with the recommendations of the fire insurance rating organization having jurisdiction. Where the following standards, codes or specifications are referred to, the reference is to the particular standard, code or specifications, together with all amendments and errata applicable at the time the bids are taken.

All hot work shall be performed using FM global permits and meeting FM global hot work requirements.

ANSI	American National Standards Institute
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWWA	American Water Works Association
ICC	International Code Council (Building Code)
EPA	Environmental Protection Agency Federal Government Specifications
IEEE	Institute of Electrical and Electronic Engineers
MOSHA	Maryland Occupational, Safety and Health Act
NADCA	National Air Duct Cleaners Association
NEBB	National Environmental Balancing Bureau
NEC	National Electric Code
NESC	National Electric Safety Code
NEMA	National Electrical Manufacturers' Association
NFPA	National Fire Protection Association
NSF	National Sanitary Foundation
OSHA	Occupational Safety & Health Act
UL	Underwriters' Laboratories, Inc.
SMACNA	Sheet Metal & Air Conditioning Contractors National Associations, Inc.
WSSC	Washington Suburban Sanitary Commission

7. Cooperation with Other Trades

- a. The contractor shall give full cooperation to the other trades and shall furnish any information necessary to permit the work of all trades to be installed satisfactorily and with the least possible interference or delay.
- b. Where the work will be installed in close proximity to work of other trades, or where there is evidence that the work of the contractor will interfere with work of their trades, the contractor shall assist in working out space conditions to make satisfactory adjustment. If the contractor installs the work before coordinating with other trades or so as to cause interference with their work, the contractor shall make necessary changes in this work to correct the conditions.

8. Materials and Workmanship

- a. All materials and apparatus required for the work shall be new, of first-class quality and shall be furnished, delivered, erected, connected and finished in every detail, and shall be so selected and arranged as to fit properly into the building spaces.
- b. The Contractor shall furnish the services of an experienced superintendent, who shall be in charge of the installation of the work, together with all skilled workmen, carpenters, welders, electricians, fitters, finishers, helpers and labor required to unload, transfer, erect, connect up, adjust, start, operate and test each equipment item at all times.
- c. Unless otherwise specifically indicated on specifications, all equipment and materials shall be applied with the approval of the MCPS Project coordinator in accordance with the recommendations of the manufacturer. This includes the performance of such tests as the manufacturer recommends.

9. Salvage and Demolition

- a. All salvageable materials removed in the process of demolition shall be retained as property of MCPS. MCPS reserves the option of examining said materials and either retaining possession in whole or part, or turning possession of these materials over to the Contractor for disposal.
- b. Material to be removed shall be removed with extreme care by skilled workmen, fitters, electricians, plumbers, finishers, so that remaining utilities, piping, finishes, or other systems are not damaged and are left in good condition. Any material or equipment indicated to remain, or existing finish or appurtenance, etc. which is damaged by the Contractor, shall be replaced or repaired to its original condition, subject to the approval of the MCPS project coordinator. Such repairs shall be performed at the contractor's expense.
- c. All materials removed in the process of demolition and not designated to be retained by MCPS, whether or not salvageable, shall become the property and responsibility of the Contractor and shall be removed from the site by the Contractor.

10. Protection of Materials

- a. The responsibility for care and protection of all work rests with the Contractor until it has been tested and accepted. After delivery, before and after installation, the Contractor shall protect materials against theft, injury and damage from all causes.
- b. The contractor shall receive, properly house, handle, hoist and deliver to the proper location, all materials required for the contract. Materials damaged in any way prior to final acceptance shall be replaced as directed by the MCPS project coordinator.

11. Operating Instructions

Upon completion of all work and of all tests, the contractor shall furnish the necessary skilled labor and helpers for operating the systems and equipment specified for the period of four hours, or as otherwise specified. Instruct the owner or their representative fully in the operating, adjustment and maintenance of all equipment furnished.

12. Electrical Work

a. General

The Contractor shall furnish all labor, materials, equipment, tools, and services necessary for and reasonably incidental to connecting the new server equipment. The existing wiring may be used as applicable; except that any existing of poor workmanship and/or wiring that are damaged by this installation shall be replaced with new.

C. FOOD SERVICE EQUIPMENT CONDITIONS**1. Operational and Maintenance Manuals**

- a. Submit two hardbound sets for all standard equipment that is mechanically operated for each project.
- b. Include operating, maintenance and cleaning instructions, parts listing recommended parts inventory listing and purchase source, copies of all warranties, schematics, etc. from manufacturer.
- c. Manuals shall be marked with the project name, project number, name of contractor, date, and any other appropriate information. There should be information sheets in front of each item of maintenance manuals marked with the item numbers for proper identification.
- d. Include in the front of each manual; include a list of all manufacturers' representatives of the food service equipment and the factory authorized service agency for each piece of equipment along with addresses, telephone numbers and contacts.
- e. The contractor is to physically check the location of all utility rough in at the jobsite before the finished walls, floors, etc. are in place. Report any discrepancies in writing to MCPS.
- f. Changes required after fabrication has started to ensure equipment accurately fitting the

space as it exists and conforming to actual field dimensions on the job shall be made at no additional costs to MCPS.

2. **Discontinued/Changed Equipment Model Numbers**

- a. All equipment specified and provided shall be of latest design.
- b. The contractor is to notify MCPS in writing of any discontinued items and suggest or request an alternate of equal performance, including all accessories, at no additional costs to the MCPS.

3. **Start-Up and Testing**

- a. Formal start-up of food service equipment shall not be performed until service lines have been tested, balanced, and adjusted for pressure, voltage, and similar considerations; and until water and steam lines have been cleaned and treated for sanitation.
- b. Before testing, lubricate each equipment item in accordance with manufacturer's recommendations.
- c. Supply a trained person(s) to start up all equipment, test and make any necessary adjustments, resulting in all equipment, including controls and safety devices, performed in accordance with manufacturer's specifications.
- d. Repair or replace any equipment found defective in its operation, including equipment which is below capacity or operating with excessive noise or vibration unless equipment was damaged by others. Proof of this damage is required by the contractor.

4. **Demonstrations/Training**

- a. Instruct MCPS operating and maintenance personnel in the proper operation and maintenance procedures for each item of operational food service equipment that has daily usage of controls. This demonstration/training shall be performed by an authorized factory representative. Equipment that does not have any controls, i.e., worktables, sinks, etc. does not require demonstrations except for instructions on proper cleaning. Instructions as to what to do in case of a fire are required for the operating personnel. The Owner shall dictate which equipment is to be demonstrated. This demonstration/training should not exceed four hours.
- b. MCPS shall provide dates for demonstration/training. These dates will be provided to the contractor by the MCPS project coordinator; however, no instructions shall be considered valid unless the equipment is completely operational for the purpose of demonstrating or instructing.
- c. Assemble, tag and label all keys from equipment and turn over to MCPS for their use.

5. Cleaning and Adjustments

- a. Upon completion of the installation and testing, clean and sanitize all food service equipment, and leave in a condition ready for use by the operating staff.
- b. Remove all protective coverings, and thoroughly clean equipment both internally and externally.
- c. Make any final adjustments required for proper operation of the equipment.
- d. Remove any abrasions, dents, and other damages and restore any finishes marred during installation. Polish stainless-steel surfaces, and touch up any painted surfaces with original paint to match. This shall be performed to the complete satisfaction of the MCPS project coordinator.
- e. Remove any and all refuse, rubbish, scrap materials, and debris caused by the work of this Section, and leave the site in a neat, orderly, and broom clean condition.

D. FOOD SERVICE EQUIPMENT “BID” SPECIFICATIONS**APPROVED MANUFACTURER**

- a. Delfield,
- b. Piper,
- c. Duke,
- d. Hatco,
- e. Continental,
- f. Traulsen,
- g. Victory,
- h. Beverage-Air,
- i. Silver King,
- j. Grindmaster,
- k. LTI,
- l. Structural Concepts or MCPS-approved equipment.

All Equipment is to be comparable to the equipment listed in the line items sections.

1. SERVING COUNTER, FROST TOP**Delfield Model KCFT-60-NU (Quotation Form Item #1)**

Shelleyglas® Frost top Serving Counter, 60” long, 33 high, 18 ga. stainless steel frost top elevated 1-5/8” above top, perimeter trough with drain, 14 ga. Stainless steel counter top, fiberglass enclosed base, black color, self-contained refrigeration w/R404A, NSF, UL, 1/3 hp

- 1 ea. 115v/60/1ph, 8.0 amps, NEMA5-15P, standard
- 1 ea. five-year compressor warranty
- 1 ea. one-year parts and labor warranty

- 1 ea. F- Line-Up Interlock Device
- 1 ea. V-6" adjustable leg
- 1 ea. (1) SG-20BV – REFRIGERATED UNDERSTORAGE, SINGLE DOOR
- 1 ea. B-60 Tray Slide, 60" New Style S/S V-tray slide 10" Wide with 2 ribs
Located on customer side, mounted 33" high
 - (1) -69-69 SHELLY CUSTOM – FROST TOP GRATE WITH ENCLOSED FRAME
 - (1) CH-34-CH-34-33" COUNTER HEIGHT
 - (1) -69-69 SHELLEY CUSTOM, TRAY SLIDES MOUNTED ON FIXED BRACKETS.
- 1 ea. G-060 GLASS FRONT COUNTER PROTECTOR 58.34 INCHES LONG X 18 INCHES WIDE.
FIRST TIERS S/S TOP AND ADJUSTABLE SNEEZE GUARD FRONT
 - (1) L-60 - WITH FLUORESCENT LIGHT ON FIRST TIER
 - (1) -69-69 SHELLEY CUSTOM – TEMPERED GLASS FRONT AND ENDS.

2. SERVING COUNTER, COLD PAN

Delfield Model KCSC-60-B-Modified (Quotation Form Item #2)

Shelleyglas® Solid Top Serving Counter, 64" long 33" high 52 x 21-5/8" x 7" deep stainless steel Bloomington style cold pan, drain w/valve, stainless steel top, reinforced fiberglass enclosed base, black color, self-contained refrig, R404A, NSF, UL, 1/4 hp

- 1 ea. 115v/60/1-ph, 7.0 amps, NEMA 5-15p, standard
- 1 ea. 5 year compressor warranty
- 1 ea. 1 year parts & labor warranty
- 1 ea. Line-up Interlock Device
- 1 ea. 6" adjustable leg
- 1 ea. Tray Slide, 60" New Style S/S V-tray slide 10" wide with 2 ribs, located on customer side, mounted 31" high
- 1 ea. SG24C – 4" INCH TRAYSLIDE EXTENSION
- 1 ea. PR-50 Stainless steel open understorage-Omit center
- 1 ea. CH-34-CH-34 – 33" COUNTER HEIGHT
- 1 ea. (1) -69 -69- SHELLEY CUSTOM, TRAY SLIDES MOUNTED ON FIXED BRACKETS
- 1 ea. SG33C – 62" RECESSED WELL FOR 18X26" SHEET PANS ADDITIONAL 2 INCHES ADDED TO THE UNIT LENGTH
- 1 ea. GLASS FRONT COUNTER PROTECTOR 62.06 INCHES LONG X 18 INCHES WIDE. FIRST TIERS/S TOP AND ADJUSTABLE SNEEZE GUARD FRONT
 - (1) L-60 – WITH FLUORESCENT LIGHT ON FIRST TIER
 - (1) SG32A – SG32A TEMPERED GLASS IN LIEU OF STANDARD-SINGLE TIER, FRONT AND ENDS.
- 4 ea. 116E 12" X20" STAINLESS STEEL FOOD PANS, 2 1/2" DEEP

3. SERVING COUNTER, UTILITY

Delfield Model KC-74-NU (Quotation Form Item #3)

Shelleyglas® Solid Top Serving Counter, 74" long, 33" high, 14 ga. stainless steel counter

top, fiberglass enclosed base, black color, NSF, UL

- 1 ea. 1 year parts & labor warranty
- 1 ea. Line-Up Interlock Device
- 1 ea. V-6" adjustable leg
- 1 ea. B-74 Tray Slide, 74" New Style S/S V-tray slide 10" wide with 2 ribs, located on customer side, mounted 31" high
- 1 ea. (1) - 69- SHELLEY CUSTOM, PROVIDE AND INSTALL (2) 120/208 HEATED SELF LEVELING DISPENSER FOR 13.38" X 25.87" X 2.62" RACKS WITH MECHANICAL ACCESS DOORS TO EACH DISPENSER (WITH LOCKS). PROVIDE WITH LIFT OFF LID WITH LOCK FOR EACH OPENING.
(1) CH-32 -33" COUNTER HEIGHT
(2) SG9A – (2) SG9A MECHANICAL ACCESS-SINGLE DOOR
(1) -69-69 SHELLEY CUSTOM, TRAY SLIDES MOUNTED ON FIXED BRACKETS.

4. SERVING COUNTER, UTILITY

Delfield Model KC-28-NU (Quotation Form Item #4)

Shelleyglas® Solid Top Serving Counter, 24" long, 33" high, 14 ga. stainless steel counter top, fiberglass enclosed base, black color, NSF, UL

- 1 ea. Tray Slide, 28" New Style S/S V-tray slide 10" wide with 2 ribs, located on customer side, mounted 31" high
- 1 ea. Line-Up Interlock Device
- 1 ea. 115/15A outlet w/10A breaker
- 1 ea. 6" adjustable leg
- 1 ea. Open understorage w/shelf
- 1 ea. (1) CH-34-CH-34-33" COUNTER HEIGHT
(1) -69-69-SHELLEY CUSTOM, TRAY SLIDES MOUNTED ON FIXED BRACKETS.
(1) -69-69 SHELLEY CUSTOM, SHORTEN UNIT AND TRAY SLIDE TO BE 24" LONG

5. SERVING COUNTER, UTILITY

Delfield Model KC-28-NU (Quotation Form Item #5)

Shelleyglas® Solid Top Serving Counter, 28" long, 33" high, 14 ga. stainless steel counter top, fiberglass enclosed base, black color, NSF, UL

- 1 ea. B-28 Tray Slide, 28" New Style S/S V-tray slide 10" wide with 2 ribs, located on customer side, mounted 31" high
- 1 ea. F-Line-Up Interlock Device
- 1 ea. Q-115/15A outlet w/10A breaker
- 1 ea. V-66" adjustable leg
- 1 ea. P-28 Open understorage w/shelf
- 1 ea. Ch-34-Ch-34-33" COUNTER HEIGHT

(1) -69-69 SHELLEY CUSTOM, TRAY SLIDES MOUNTED ON FIXED BRACKETS.

6. SERVING COUNTER, UTILITY

Delfield Model KC-28-NU (Quotation Form Item #6)

Shelleyglas® Solid Top Serving Counter, 30" long, 33" high, 14 ga. stainless steel counter top, fiberglass enclosed base, black color, NSF, UL

- 1 ea. B-28 Tray Slide, 28" New Style S/S V-tray slide 10" wide with 2 ribs, located on customer side, mounted 31" high
- 1ea. SG24C – 2" INCH TRAYSLIDE EXTENSION for a total of 30"
- 1 ea. F-Line-Up Interlock Device
- 1 ea. Q-115/15A outlet w/10A breaker
- 1 ea. V-6" adjustable leg
- 1 ea. P-28 Open understorage w/shelf
- (1) CH-34-CH-34-33" COUNTER HEIGHT
- (1) -69-69 SHELLEY CUSTOM, TRAY SLIDES MOUNTED ON FIXED BRACKETS.
- (1) SG12-28-2 – SG12-28-2 CUSTOM SHELLEY LENGTH 30", MODIFY UNIT AND T RAY SLIDE TO BE 30" LONG.

7. SERVING COUNTER, UTILITY

Delfield Model KC-36-NU (Quotation form Item #7)

Shelleyglas® Solid top serving Counter, 36" long, 33" high, 14 ga. stainless steel counter top, fiberglass enclosed base, black color, NSF, UL

- 1 ea. B-36 Tray Slide, 36" New Style S/S V-tray slide 10" wide with 2 ribs, located on customer side, mounted 31" high
- 1 ea. F-Line-Up Interlock Device
- 1 ea. Q-115/15A outlet w/10A breaker
- 1 ea. V-6" adjustable leg
- 1 ea. P-36 Open understorage w/shelf
- 1 ea. (1) CH-34- CH-34 – 33" COUNTER HEIGHT
- (1) -69-69 SHELLEY CUSTOM, TRAY SLIDES MOUNTED ON FIXED BRACKETS

8. SERVING COUNTER, UTILITY

Delfield Model KC-36-NU (Quotation form Item #8)

Shelleyglas® Solid top Serving Counter, 42" long, 33" high, 14 ga. stainless steel counter top, fiberglass enclosed base, black color, NSF, UL

- 1 ea. B-36 Tray Slide, 36" New Style S/S V-tray slide 10" wide with 2 ribs, located on customer side, mounted 31 high
- 1 ea. Line-Up Interlock Device

- 1 ea. 115/15A outlet w/10A breaker
- 1 ea. Open understorage w/shelf
- 1 ea. (1) CH-34 – CH-34 – 33” COUNTER HEIGHT
(1) - 69-69 SHELLEY CUSTOM, TRAY SLIDES MOUNTED ON FIXED BRACKETS.
(1)SG12-36-6- SG12-36-6 CUSTOM SHELLEY LENGTH 42”, MODIFY UNIT AND TRAY SLIDE TO BE 42” LONG.

9. SERVING COUNTER, UTILITY

Delfield Model KC-36-NU (Quotation form Item #9)

Shelleyglas® Solid top Serving Counter, 48” long, 33” high, 14 gauge stainless steel counter top, fiberglass with dry storage unit, black color, NSF, UL

- 1 ea. B-36 Tray Slide, 36” New Style S/S V-tray slide 10” wide with 2 ribs, located on customer side, mounted 31” high
- 1 ea. SG24C – 12” INCH TRAYSLIDE EXTENSION
- 1 ea. F-Line-up Interlock Device
- 1 ea. Q-115/15A outlet w/10A breaker
- 1 ea. V-6” adjustable leg
- 1 ea. P-36 Open understorage w/shelf
- 1 ea. Line-up Interlock Device
- 1 ea. 115/15A outlet w/10A breaker
- 1 ea. (1) CH-34 -CH34 - 33” COUNTER HEIGHT
(1) -69-69 SHELLEY CUSTOM, TRAY SLIDES MOUNTED ON FIXED BRACKETS.
- 1 ea. (1) SG12-36-12- SG12-36-12 CUSTOMER SHELLEY LENGTH 48”, MODIFY UNIT AND TRAY SLIDE TO BE 48” LONG.

10. CASH REGISTER STAND

Delfield Model KCS-30 (Quotation Form Item #10)

Shelleyglas® Cashier Counter, 24” long, 33” high, stainless top, stainless steel shelf, fiberglass body, black color, NSF

- 1 ea. B-30 Tray Slide, 30” New Style S/S V-tray slide 10” wide with 2 ribs, located on customer side, mounted 31” high
- 1 ea. F-Line-Up Interlock Device
- 1 ea. Q-115/15A outlet w/10A breaker
- 1 ea. V-6” adjustable leg
- 1 ea. (1) CH-34 - CH-34 -33” COUNTER HEIGHT
- 1 ea. (1) -69-69 SHELLEY CUSTOM, TRAY SLIDES MOUNTED ON FIXED BRACKETS.
(1) -69-69 SHELLEY CUSTOM SHORTEN LENGTH OF COUNTER AND TRAY SLIDE TO 24”.

NOTE: THIS UNIT WILL NOT BE PROVIDED WITH A CASH DRAWER

11. CASH REGISTER STAND

Delfield Model KCS-30 (Quotation Form Item #11)

Shelleyglas® Cashier Counter, 30" long, 33" high, stainless steel top, stainless steel locking cash drawer, stainless steel shelf, fiberglass body, black color, NSF

- 1 ea. B-30 Tray Slide, 30" New Style S/S V-tray slide 10" wide with 2 ribs, located on customer side, mounted 31" high
F-Line-Up Interlock Device
- 1 ea. Q-115/15A outlet w/10A breaker
- 1 ea. V-6" adjustable leg
- 1 ea. (1) CH-34 - CH-34 -33" COUNTER HEIGHT
- 1 ea. (1) -69-69 SHELLEY CUSTOM – TURN DOWN TOP TO INTERLOCK TO ADJACENT UNIT
- 1 ea. (1) -69-69 SHELLEY CUSTOM, TRAY SLIDES MOUNTED ON FIXED BRACKETS.

12. CASH REGISTER STAND

Delfield Model KCS-36 (Quotation Form Item #12)

Shelleyglas® Cashier Counter, 36" long, 33" high, stainless steel top, stainless steel locking cash drawer, stainless steel shelf, fiberglass body, black color NSF

- 1 ea. B-36 Tray Slide, 36" New Style S/S V-tray slide 10" wide with 2 ribs, located on customer side, mounted 31" high
- 1 ea. F-Line-Up Interlock Device
- 1 ea. Q-115/15A outlet w/10A breaker
- 1 ea. V-6" adjustable leg
- 1 ea. (1) CH-34 - CH-34 - 33" COUNTER HEIGHT
- 1 ea. (1) -69-69 SHELLEY CUSTOM – TURN DOWN TOP TO INTERLOCK TO ADJACENT UNIT
(1) - 69-69 SHELLEY CUSTOM, TRAY SLIDES MOUNTED ON FIXED BRACKETS.

13. CASH REGISTER STAND

Delfield Model KCS-36 (Quotation Form Item #13)

Shelleyglas® Cashier Counter, 42" long, 33" high, stainless steel top, stainless steel locking cash drawer, stainless steel shelf, fiberglass body, black color NSF

- 1 ea. B-36 Tray Slide, 36" New Style S/S V-tray slide 10" wide with 2 ribs, located on customer side, mounted 31" high
- 1 ea. F-Line-Up Interlock Device
- 1 ea. Q-115/15A outlet w/10A breaker
- 1 ea. V-6" adjustable leg
- 1 ea. (1) CH-34 – CH-34 – 33" COUNTER HEIGHT

(1) - 69-69 SHELLEY CUSTOM, TRAY SLIDES MOUNTED ON FIXED BRACKETS.

(1) SG12-36-6 - SG12-36-6 CUSTOM SHELLEY LENGTH 42", MODIFY UNIT AND tray slide to be 42" LONG.

14. **CASH REGISTER STAND**

Delfield Model KCS-30 (Quotation Form Item #14)

Shelleyglas® Cashier Counter, 24" long, 36" high, stainless steel top, stainless steel locking cash drawer, stainless steel shelf, fiberglass body, black color NSF

1 ea. B-36 Tray Slide, 36" New Style S/S V-tray slide 10" wide with 2 ribs, located on customer side, mounted 31" high

1 ea. F-Line-Up Interlock Device

1 ea. Q-115/15A outlet w/10A breaker

1 ea. V-6" adjustable leg

1 ea. (1) CH-34 - CH-34 - 33" COUNTER HEIGHT

1 ea. (1) -69-69 SHELLEY CUSTOM – TURN DOWN TOP TO INTERLOCK TO ADJACENT UNIT

(1) - 69-69 SHELLEY CUSTOM, TRAY SLIDES MOUNTED ON FIXED BRACKETS

(1) – 69-69 SHELLEY CUSTOM, SHORTEN UNIT, AND TRAY SLIDE TO BE 24" LONG

15. **CASH REGISTER STAND**

Delfield Model KCS-30 (Quotation Form Item #15)

Shelleyglas® Cashier Counter, 30" long, 36" high, stainless steel top, stainless steel locking cash drawer, stainless steel shelf, fiberglass body, black color NSF

1 ea. 36" is standard height

1ea. B-30 Tray Slide, 30" New Style S/S V-tray slide 10" wide with 2 ribs, located on customer side, mounted 31" high

1 ea. F-Line-Up Interlock Device

1 ea. Q-115/15A outlet w/10A breaker

1 ea. V-6" adjustable leg

1 ea. (1) -69-69 SHELLEY CUSTOM – TURN DOWN TOP TO INTERLOCK TO ADJACENT UNIT

(1) - 69-69 SHELLEY CUSTOM, TRAY SLIDES MOUNTED ON FIXED BRACKETS.

16. **CASH REGISTER STAND**

Delfield Model KCS-36 (Quotation Form Item #16)

Shelleyglas® Cashier Counter, 36" long, 36" high, stainless steel top, stainless steel locking cash drawer, stainless steel shelf, fiberglass body, black color NSF

- 1 ea. B-36 Tray Slide, 36" New Style S/S V-tray slide 10" wide with 2 ribs, located on customer side, mounted 31" high
- 1 ea. F-Line-Up Interlock Device
- 1 ea. Q-115/15A outlet w/10A breaker
- 1 ea. V-6" adjustable leg
- 1 ea. (1) -69-69 SHELLEY CUSTOM – TURN DOWN TOP TO INTERLOCK TO ADJACENT UNIT
- (2) - 69-69 SHELLEY CUSTOM, TRAY SLIDES MOUNTED ON FIXED BRACKETS.

17. CASH REGISTER STAND

Delfield Model KC-36-NU (Quotation Form Item #17)

Shelleyglas® Cashier Counter, 42" long, 36" high, 14 gauge stainless steel counter top, fiberglass with dry storage unit, black color, NSF, UL

- 1 ea. B-28 Tray Slide, 28" New Style S/S V-tray slide 10" wide with 2 ribs, located on customer side, mounted 31" high
- 1 ea. V-6" adjustable leg
- 1 ea. P-28 Open understorage w/shelf
- 1 ea. F-Line-Up Interlock Device
- 1 ea. Q-115/15A outlet w/10A breaker
- 1 ea. (1) -69-69 SHELLEY CUSTOM – TRAY SLIDES MOUNTED ON FIXED BRACKETS
- (1) SG-12-CUSTOM SHELLEY LENGTH 42", MODIFY UNIT AND TRAY SLIDE TO BE 42" LONG

18. COLD PAN SERVING COUNTER (36" High Unit)

Delfield Model KCSC-50-EF (Quotation Form #Item 18)

Shelleyglas™ Liquitec Cold Food Serving Counter, 50" long, 36" high, 3-pan size accommodates 6" deep pans, drain with valve, stainless steel top, reinforced fiberglass enclosed base, eutectic fluid self-contained refrigeration, R404A, NSF-7, black color, UL, ¼ hp

- 1 ea. 36" is standard height
- 1 ea. B-50 Tray Slide, 50" New Style S/S V-tray slide 10" wide with 2 ribs, located on customer side
- 1 ea. 115v/60/1-ph, 8.0 amps, NEMA 5-15P, standard
- 1 ea. 5 year compressor warranty
- 1 ea. 1 Year service and labor warranty
- 1 ea. PR-36 Open understorage with shelf, 36"
- 1 ea. V-6" adjustable leg
- 1 ea. F-Line-Up Interlock Device
- 1 ea. G-50 Glass front counter protector
- (1) L-50 Fluorescent light on first tier
- (1) SG32A tempered glass front and ends

3 ea. 116E 12" X 20" STAINLESS STEEL FOOD PANS, 2 ½ "DEEP

19. **HOT FOOD SERVING COUNTER (36" High Unit)**

Delfield Model KH-4 (Quotation Form Item #19)

Shelleyglas® Hot Food Serving Counter, Electric, 60" long, 4-pan size, 14 gauge stainless steel top, fiberglass with heated understorage unit, black color, NSF. UL

1 ea. 36" is standard height

1 ea. B-60Tray Slide, 60" New Style S/S V-tray slide 10" wide with 2 ribs, located on customer side, MOUNTED 31" high

1 ea. 120/208-230v/60/1-ph, 26.0 amps, NEMA 14-50p, standard

1 ea. 1 Year service & labor warranty

1 ea. V-6" adjustable leg

1 ea. F-Line-up Interlock Device

1 ea. G-60 GLASS FRONT COUNTER PROTECTOR 58.06 INCHES LONG X 18 INCHES WIDE. FIRST TIER S/S TOP AND FIXED GLASS FRONT

(1) SG32A Tempered glass in lieu of standard – single tier

(1) LI-60 incandescent light on first tier

(1) 69-Provide with tempered glass front and ends

20. **SERVING COUNTER, UTILITY**

Delfield Model KC-28-NU Modified (Quotation Form Item #20)

Shelleyglas® Solid Top Serving Counter, 24" long, 36" high, 14 gauge stainless steel counter top, fiberglass with dry storage unit, black color, NSF, UL

1 ea. Tray Slide, 28" New Style S/S V-tray slide 10" wide with 2 ribs, located on customer side, mounted 31" high

1 ea. F-Line-up Interlock Device

1 ea. Q-115/15A outlet w/10A breaker

1 ea. V-6" adjustable leg

1 ea. P-28 Open understorage w/shelf

(1) - 69-69-SHELLY CUSTOM, TRAY SLIDES MOUNTED ON FIXED BRACKETS

(1) 69-69 SHELLY CUSTOM, SHORTEN UNIT, STORAGE, AND TRAY SLIDE TO BE 24" LONG.

21. **FLEXITOP**

Delfield Model No. KFTS2-64-NUP (Quotation Form Item #21)

KFTS2-64-NUP 64IN FLEXITOP (6) 18" X 26" PAN

SIZE - TWO TIER 36 INCHES HIGH, BASE COLOR IS Black

(1) B-72 - 64" S/S V-TRAY SLIDE 10" WIDE WITH

2 RIBS, LOCATED ON CUSTOMER SIDE, MOUNTED 34" HIGH

(1) SG2 - SHELLY FIXED TRAY SLIDE BRACKET

- (1) F - LINE-UP INTERLOCK
- (1) 503U - 503U TEMPERED GLASS SNEEZE FRONT FOR FLEXITOP
- (1) DCFSLED - DCFSLED LED LIGHT
- J-74 12"W S/S OVERSHELF 61.5 INCHES LONG X 12 INCHES HIGH
- (1) NOTE - MODIFY TOP SHELF TO MATCH FIRST TIER.
- (1) 503U - 503U TEMPERED GLASS SNEEZE FRONT FOR FLEXITOP
- (1) DCFSLED - DCFSLED LED LIGHT

22. **All-Purpose Counter with two custom heated racks**

Delfield Model KC-74NU All purpose counter. (Quotation Form item # 22)

Provide and install (2) custom heated racks with mech. Access.

Doors to each dispenser for 13.38"x 25.87" x 2.62' racks.

Provide doors with locks.

Cutout size 27.50 x 19.88

Unit must have bottom support.

Provide with lift off lids for openings with locks and closed corners.

S/S constructed rolled V Tray slide mounted on fixed brackets.

NEMA No. 14-20 Plug with 9ft cord

120/208v-60c-IPH-12.7A

23. **Milk Cooler**

Delfield Model No. NLFACP-12

12 CRATE AIR CURTAIN MILK COOLER

(1) NLFACP-FG - FIBERGLASS ACCENT PANELS FRONT
AND BOTH SIDES

APPENDIX A

SEE NEW 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

(2 Page)



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

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, COMTROLLER
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...”

FOR SCHOOL STATE CONSTRUCTION SIGN

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

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

APPENDIX D

FOOD SERVICE EQUIPMENT

LISTED UNDER DETAILED SPECIFICATIONS (D)

APPENDIX E

MCPS EMERGENCY/CRISIS PROCEDURES SHELTER/LOCKDOWN

Emergency Preparedness Procedures

Key Points for Lockdown-Evacuate-Shelter (LES)

Lockdown

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

Persons authorized to call a Lockdown

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

Lockdown Alert – Staff Guidance

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

Evacuate

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

Fire Evacuation

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

Directed Evacuation

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

Shelter

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

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

Persons authorized to call a Shelter alert

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

Public Safety Shelter Alert- Staff Guidance

When the administrator announces a Public Safety Shelter alert:

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

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

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

Outside Hazardous Material Release Shelter

Alert is a term used to describe a specific shelter alert due to an outside air contamination emergency at or near the building. This could be the result of a suspected chemical, biological, or radiological incident; or a nearby hazardous materials spill.

Outside Hazardous Material Release Alert Staff Guidance

When activating an Outside Hazardous Material Release Shelter alert, take the following steps immediately:

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

Parent/Child Reunification

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

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

Firearms

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

Bomb Threat Assessment

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

Bomb Threats Call Trace

- Use “call trace” procedures on the yellow *Telephone Bomb Threat Checklist* card. Follow instructions exactly.
- After hanging up the phone, press *57 on the same line the call came in on.
- Press *47 if you have 279 or 517 exchanges on your school phone number.
- Do not dial “9” before you dial *57 or *47.
- Notify school administration immediately
- Report the bomb threat to 911 and OSP.

- Inform the 911 operator of “call trace” activation.

Bomb Threat Sweep/Scan

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

Hazardous Material Spills

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

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

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

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

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

If a medium or large hazardous chemical/material spill 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 F

**Montgomery County Public Schools
Division of Design and Construction**

CHANGE ORDER FORM

Facility: _____ Projects Name: _____

Contractor: _____ Date: _____

- Change to original scope of work Additional work

General description of work to be performed:

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

Changes to the Contract:

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

Completion Date: _____ Work Order #: _____

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

(Authorized Contractor Representative Acceptance)

Title (Date)

(MCPS Representative Approval)

Title (Date)

(MCPS Contract Supervisor Approval)

Title (Date)

APPENDIX G

**Montgomery County Public Schools
Division of Design and Construction**

OVERTIME REIMBURSEMENT AGREEMENT

Facility: _____

Contractor: _____

Description of work to be performed: _____

Date: _____ **Hours Required:** _____

Date: _____ **Hours Required:** _____

Date: _____ **Hours Required:** _____

Date: _____ **Hours Required:** _____

Date: _____ **Hours Required:** _____

Date: _____ **Hours Required:** _____

Notice: 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 Project coordinator Approval) _____
(Date)

(Authorized Contractor Representative Agreement) _____
(Date)

(MCPS Contract Office Supervisor Approval) _____
(Date)

APPENDIX H

ASBESTOS FREE MATERIAL VERIFICATION FORM

PRODUCT TYPE: _____

MANUFACTURER: _____

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 RFP 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 RFP #

Date

APPENDIX I

QUOTATION FORM

(See attached excel spreadsheet)

QUOTATION FORM CONTINUED

COMPANY NAME: _____

-
- **HAS THE BIDDER PERFORMED THEIR PRELIMINARY RESEARCH IN IDENTIFYING MINORITY BUSINESS ENTERPRISE PARTICIPATION AND INCLUDED WITH THEIR BID SUBMISSION THE COMPLETED CERTIFIED MINORITY BUSINESS ENTERPRISE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT (A) AND THE MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE (B)?**
YES _____ NO _____

 - **HAS BIDDER EVER HAD LATE CHARGES DEDUCTED AS A RESULT OF FAILURE TO COMPLETE AS CONTRACTED?**
YES _____ NO _____

 - **HAS THE BIDDER INCLUDED WITH THEIR BID MANUFACTURER'S LITERATURE FOR PRODUCT OFFERED?**
YES _____ NO _____

 - **IS THE BIDDER AN AUTHORIZED REPRESENTATIVE AND INSTALLER OF THE PRODUCT OFFERED AND AUTHORIZED TO PERFORM ALL START-UP TASK/INSPECTION? IF SO PROVIDE A CERTIFICATION LETTER FROM THE MANUFACTURER.**
YES _____ NO _____

 - **IF THE BIDDER IS NOT AN AUTHORIZED INSTALLER, THEY AGREE TO PROVIDE THE SERVICE OF A FACTORY AUTHORIZED REPRESENTATIVE TO PERFORM ALL START-UP AND INSPECTION TASKS.**
N/A _____ YES _____ NO _____

 - **IS A COPY OF THE MARYLAND CONTRACTOR'S LICENSE SUPPLIED WITH BID SUBMISSION?**
YES _____ NO _____

QUOTATION FORM – CONTINUED

COMPANY NAME: _____

- **IS A COPY OF THE BIDDER'S MASTER ELECTRICIAN LICENSE BEEN SUBMITTED WITH THE BID UNDER WHICH THE WORK WILL BE MONITORED AND PERFORMED?**

YES _____ NO _____

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

- YES _____ NO _____

- **HAS THE BIDDER FAMILIARIZED THEMSELVES WITH THE ANNOTATED CODE OF MARYLAND SECTION 11-722 REGARDING SCREENING THEIR WORKFORCE TO ENSURE NO SEX OFFENDER WILL WORK AT ANY MCPS FACILITY?**

YES _____ NO _____

- **HAS BIDDER REVIEW AND UNDERSTANDS THE CONTRACTOR OBLIGATION REGARDING CRIMINAL RECORDS OF INDIVIDUALS ASSIGNED TO WORK AT MCPS FACILITIES AND PROPERTIES?**

YES _____ NO _____

- **ASBESTOS FREE MATERIALS: THE BIDDER HAS REVIEWED THE MATERIAL LABORATORY TESTING REQUIREMENTS FOR THE LIST OF MATERIAL SPECIFIED THEREIN.**

YES _____ NO _____

COMPANY NAME: _____

CHECK OFF LIST FOR MANDATORY BID SUBMITTALS

- _____ **Signed Invitation for Bid, including Non-Debarment Acknowledgement**
- _____ **Quotation Form**
- _____ **Addenda and/or Errata (If any, contractor is responsible to confirm)**
- _____ **Maryland Construction Business**
- _____ **Manufacturer letters showing authorized installer/representative and ability to deliver**
- _____ **Letter of Experience and years in Business as specified**
- _____ **MBE Pages D1 to D10 from Attachments D**
- _____ **Bid surety Letter/ bid security**
- _____ **References**