
CITY OF ROCKVILLE, MARYLAND
Rider Agreement

This **RIDER AGREEMENT** (this “**Rider Agreement**”) is made this is made this ___ day of July 2026 (the “**Effective Date**”), by and between **THE MAYOR AND COUNCIL OF ROCKVILLE**, a body politic and municipal corporation of the State of Maryland, acting through its City Manager (the “**Mayor and Council**” or the “**City**”), and **COLOSSAL CONTRACTORS INC.**, a Maryland corporation with its principal place of business located at 4601 Sandy Spring Road, Burtonsville, Maryland 20866 (the “**Contractor**”). Individually, the Mayor and Council and the Contractor may each be referred to as the “**Party**,” or collectively as the “**Parties**.”

RECITALS

- A. **WHEREAS**, the Mayor and Council desires to procure, on behalf of the City of Rockville Department of Recreation and Parks (the “**Department**”), certain contractor services, including but not limited to painting, carpentry, plumbing, electric, masonry, and drop ceiling repair (“**Services**”) at various City-owned facilities; and
- B. **WHEREAS**, in accordance with Section 17-71(b) of the Rockville City Code, the City may enter into a contract to procure the Services from the Contractor without utilizing the City’s formal solicitation process if (i) if the Contractor has entered into a contract to provide the Services to “other state or local governments or agencies,” (ii) the other state or local government or agency arrived at the contract terms for the Services with the Contractor “through a competitive procurement procedure similar to the procedure used by the City,” and (iii) the City obtains the same contract terms the Contractor offered to the other state or local government or agency; and
- C. **WHEREAS**, Montgomery County Public Schools, public school district in the State of Maryland (“**MCPS**”) which completed a competitive bid process and awarded a contract to the Contractor; and
- D. **WHEREAS**, on or about April 3, 2023, MCPS issued Invitation for Bid #9747.2 (“**MCPS RFP**”) to solicit the procurement of electricity supply services; and on June 18, 2025, the Contractor submitted a response to MCPS for electricity supply services; and
- E. **WHEREAS**, on June 21, 2023 MCPS entered into an agreement with the Contractor, which agreement was amended on May 15, 2024 (Amendment 1), on May 15, 2025 (Amendment 2), and on May 15, 2026 (Amendment 3) (collectively, the “**MCPS Agreement**”), attached hereto as **Exhibit A** and incorporated by this reference, pursuant to which the Contractor agreed to provide MCPS with the Services; and
- F. **WHEREAS**, the City determined that MCPS’s competitive procurement procedure is similar to the competitive procurement procedure required by the City; and

- G. **WHEREAS**, the Parties agree that where the terms of this Rider Agreement vary from the terms and conditions of the MCPS Agreement, the terms and conditions of this Rider Agreement shall prevail; and
- H. **WHEREAS**, the Contractor agrees to provide the Services to the City on the same terms and conditions as provided in the MCPS Agreement, subject to the terms and conditions of this Rider Agreement.

NOW, THEREFORE, IN CONSIDERATION of the foregoing and the covenants, warranties and agreements of the Parties hereto, as are hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each Party hereto, the Parties hereby agree as follows:

OPERATIVE PROVISIONS

ARTICLE I. CONTRACTOR PROVISION OF GOODS AND SERVICES

Section 1.01. Scope of Work. The Contractor shall, in the usual and customary manner consistent with the highest quality industry standards and in accordance with the terms and conditions of this Agreement, provide to the City the Services in accordance with all Work Requests issued under Section 1.03.

Section 1.02. Contract Administrator. The Department is the “**Contract Administrator**” for this Rider Agreement. The Contractor shall provide the Services to the City under the direction of the following Contract Administrator:

Noel Gonzalez, Facilities Property Manager
Public Works/Parks Maintenance Facility
14645 Rothgeb Drive
Rockville, MD 20850
(240) 314- 8728
ngonzalez@rockvillemd.gov

It shall be the Contractor’s responsibility to ensure that the Contract Administrator is kept informed on the progress of the work performed under this Rider Agreement. The Contractor shall refer any decisions which must be made by the City to the Contract Administrator. The City Manager or authorized designee may modify the forgoing Contract Administrator by notifying the Contractor of such modification in writing.

Section 1.03. Work Requests. Contractor agrees to provide the Services under the Contract on an as-needed basis. The City shall request performance of the Services under this Rider Agreement by submitting to Contractor a written work request for specified Services, which may be transmitted by e-mail (“**Work Request**”). Contractor must acknowledge receipt of the Work Request in writing within 48 hours of the City’s transmittal and must request any

clarifications or modifications to the Work Request within five (5) days of the City's transmittal. After said five (5) day period has elapsed, Contractor shall perform the Services as stipulated by the Work Request, unless the Project Manager agrees to accept a subsequent modification.

(a) Any work performed outside the scope of a Work Request is at Contractor's risk and faces the probability of delayed or denied payment.

(b) Any agreements or stipulations in any Work Request that are contrary to the terms of this Rider Agreement shall be void unless the Parties have expressly agreed in writing that such agreement shall supersede the terms of this Rider Agreement.

(c) Contractor shall proceed expeditiously with adequate forces and shall complete all Services within the timeframe specified in a Work Request, and in all cases no later than the expiration of this Rider Agreement (collectively, the "**Contract Time**").

(d) If City determines and notifies Contractor that Contractor's progress is such that Contractor will not complete the Services within the Contract Time, Contractor shall, immediately and at no additional cost to City, take all measures necessary, including working such overtime and additional shifts (other than the City's permitted construction work hours of 7:00 AM to 5:00 PM, Monday through Friday), to ensure that the Services are substantially within the Contract Time. Upon receipt of such notice from City, Contractor shall immediately respond in writing setting forth a detailed plan for accelerating the Services in a manner acceptable to City. Contractor shall not be entitled to any reimbursement or payment of costs, expenses or damages incurred as a result of an acceleration of the Services. City may also take all necessary measures to prevent the need for subsequent accelerations of the Services. Contractor shall reimburse City, or City may withhold from payment due to Contractor, sums expended by City to perform such measures.

(e) During unfavorable weather, wet ground or other unsuitable construction conditions, Contractor shall confine the operations to Services that will not be affected adversely by such conditions. No portion of the Services shall be constructed under conditions which would affect adversely the quality thereof, unless special means or precautions are taken by Contractor to perform the Services in a proper and satisfactory manner.

Section 1.04. Delay.

(a) If the Contractor is delayed in the Services by any act of neglect of the City or by a separate contractor employed by the City, or by any changes, strikes, lockouts, fires, unusual delays in transportation or delay authorized by the City, the City shall review the cause of such delay and shall make an extension of time if warranted. All claims for extensions must be made by written notice sent to the Project Administrator within ten (10) calendar days after the date when the alleged cause for the extension of time occurred. All such claims shall state specifically the amount of time of the delay the Contractor believes to have suffered. If the Project Administrator does not receive such written notice within the prescribed time, the claim for extension of time shall be forfeited and invalidated. No extension of time shall be deemed granted

unless the Project Administrator expressly grants an extension of time by written notice to the Contractor.

(b) By executing this Rider Agreement, the Contractor expressly waives any claim for extra monetary compensation for delays, whether ordered by the City or not, caused by delays in funding, governmental approvals, private or public companies' actions, inclement weather, site conditions, or from any cause whatsoever. The Contractor shall adjust its operation to continue the work at other locations under this Rider Agreement, if available, and as directed by the City. If it is necessary to discontinue the work temporarily, the Contractor shall resume work within 48 hours of notice from the City. The City may adjust the completion date to compensate for the lost day(s) on a day-for-day basis, if the City finds that the Contractor could not make up for such lost day(s) by reallocating its forces or rescheduling the work, up to the time remaining on the original schedule at the time of shutdown.

ARTICLE II. CONTRACT TERM

Section 2.01. Contract Term. The duration of this Rider Agreement shall begin on the Effective Date and shall expire on May 31, 2027 (the “**Contract Term**”) pursuant to the term of the MCPS Agreement, unless earlier terminated in accordance with Article IX below. MCPS and Contractor may extend the term of the MCPS Agreement for an additional one-year term. If the MCPS Agreement is extended, the City reserves the right to extend the Contract Term, not to exceed one additional one-year periods by mutual agreement.

Section 2.02. Time of Essence. Time is of the essence in the performance of the Services.

ARTICLE III. COMPENSATION AND PAYMENT

Section 3.01. Compensation, Required Appropriation of Funds. In order to compensate the Contractor for the provision of the Services, the Mayor and Council agrees to pay the Contractor, which total amount shall not exceed **Two Hundred Thousand and 00/100 Dollars (\$200,000.00)** (the “**Contract Sum**”), and may not exceed the pricing itemized in the MCPS Agreement. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum compensation set forth in this Section 3.01 shall be at no cost to the Mayor and Council.

All payments made under this Rider Agreement are contingent upon appropriation and encumbrance of funds by the Mayor and Council.

Section 3.02. Manner and Method of Payment.

(a) **Invoice.**

(i) Consistent with the pricing itemized in the MCPS Agreement, the Contractor will submit to the City Manager or his designee invoices, in duplicate, for all work performed, tasks and deliverable completed, and expenses incurred during the preceding month in

a form approved by City of Rockville Chief Financial Officer or her designee. The invoice shall include detailed charges for all necessary and actual expenses by the following categories: labor (by sub-category), materials, equipment, supplies, and Subcontractor contracts. Subcontractor charges shall also be detailed by such categories.

(ii) The City Manager or his designee will independently review the invoices submitted by the Contractor to determine whether the tasks and deliverables to be completed and the provision of the Services are in compliance with the terms and conditions of this Rider Agreement. Upon payment of the Contractor's invoice by the City, the Contractor shall immediately provide the Services in accordance with this Agreement.

(iii) Electronic Payment Option. The City's Vendor ACH Payment Program allows payments to be deposited directly into a designated financial institution account. Funds will be deposited into the account identified automatically and on time. There is no additional cost to participate. All transactions are conducted in a secure environment.

(iv) Payment to Subcontractor. Within seven days after receipt of amounts paid by the City for work performed by a subcontractor under this Rider Agreement, the Contractor shall either: (A) pay the subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor under this Rider Agreement; or (B) notify the City and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment and the reason for non-payment. In no event shall the City be liable for the Contractor's failure to pay a subcontractor. It is the Contractor's responsibility to ensure that no lien for work performed by the Contractor or subcontractor is placed on the City.

Section 3.03. Waiver. Payment to the Contractor for work performed and expenses incurred for the provision of the Services pursuant to this Rider Agreement shall not be deemed to waive defects in the work performed by the Contractor.

Section 3.04. Errors and Omissions. The Contractor is solely responsible for costs, including, but not limited to, increases in the cost of providing the Services and services, arising from or caused by the Contractor's errors and omissions, as applicable, including, but not limited to, the costs of corrections of such errors and omissions, any change order markup costs, or costs arising from delay caused by the errors and omissions or unreasonable delay in correcting the errors and omissions.

ARTICLE IV. COORDINATION OF WORK

Section 4.01. Representatives and Personnel of Contractor. The following key personnel of the Contractor (the "Key Personnel") are hereby designated as being the principals and representatives of the Contractor, authorized to act on its behalf with respect to the work related to the provision of the Services and make all decisions in connection therewith.

Juan R. Navarro
(Name)

President
(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing personnel were a substantial inducement for the City to enter into this Rider Agreement. Therefore, the foregoing Key Personnel shall be responsible during the Term of this Rider Agreement for directing all activities of the Contractor and devoting sufficient time to personally supervise the work hereunder.

Section 4.02. Status of Contractor. The Contractor shall have no authority to bind the officials, officers, employees or agents of the City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against the City, whether by contract or otherwise, unless such authority is expressly conferred under this Rider Agreement or is otherwise expressly conferred in writing by the City Manager. The Contractor shall not at any time or in any manner represent that the Contractor or any of the Contractor's officers, employees, agents, or subcontractors, if any, are in any manner officials, officers, employees or agents of the City. Neither the Contractor, nor any of the Contractor's officers, employees, agents, or subcontractors, if any, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to the City's employees. The Contractor expressly waives any claim the Contractor may have to any such rights.

Section 4.03. Independent Contractor. Neither the City, nor any of its officials, officers, employees or agents shall (i) have control over the manner, mode or means by which the Contractor, its employees, agents, or subcontractors perform the work related to the provision of the Services, except as otherwise set forth herein; or (ii) have a voice in the selection, discharge, supervision or control of the Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. The Contractor shall provide all Services required herein as an independent contractor of the City and shall remain at all times as to the City a wholly independent contractor with only such obligations as are consistent with that role. The Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of the City. The City shall not in any way or for any purpose become or be deemed to be a partner of the Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with the Contractor.

ARTICLE V. CONTRACTOR COVENANTS AND OBLIGATIONS

Section 5.01. Contractor Qualifications. The Contractor covenants that it, its employees, agents and subcontractors, if any, have and shall maintain during the Contract Term all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform work related to the provision of the Services.

Section 5.02. Standard of Care. The Contractor covenants that it shall follow the highest professional standards in performing the work related to the provision of the Services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes

of this Rider Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

Section 5.03. Compliance with Law. The Contractor covenants that it shall keep itself informed concerning and shall provide all Services hereunder in accordance with all ordinances, resolutions, rules, and regulations of the City and any applicable Federal, State or local governmental entity having jurisdiction in effect at the time services is rendered.

Section 5.04. Licenses, Permits, Fees and Assessments. The Contractor covenants that it shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the Services required by this Rider Agreement. The Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor’s performance of the Services required by this Rider Agreement, and shall indemnify, defend and hold harmless the City, its officers, employees or agents of the City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against the City hereunder.

Section 5.05. Conflict of Interest. The Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the City or which would in any way hinder the Contractor’s performance of work related to the provision of the Services. The Contractor further covenants that in the provision of the Services, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, if any, without the express written consent of the City Manager. The Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the City in the performance of this Rider Agreement. The Contractor further covenants that, in the performance of this Rider Agreement, it will not employ subcontractors or other persons or parties having such an interest. The Contractor certifies that no person who has or will have any financial interest under this Rider Agreement is a member, officer or employee of the City; this provision will be interpreted in accordance with the applicable provisions of the Rockville City Code, as amended from time to time. The Contractor agrees to notify the City Manager or designee if any conflict arises.

Section 5.06. Compliance with ADA. The Contractor covenants and agrees that pursuant to the Americans with Disabilities Act of 1990, as amended (the “ADA”), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor or subcontractor, are required to be accessible to the disabled public. The Contractor will perform the Services specified in this Rider Agreement in a manner that complies with the ADA and any other applicable federal, state and local disability rights laws and regulations, as amended from time to time. The Contractor will not discriminate against persons with disabilities in the performance of the work for the provision of the Services, benefits or activities provided under this Rider Agreement.

ARTICLE VI. RECORDS, REPORTS, AND RELEASE OF INFORMATION

Section 6.01. Records. The Contractor shall keep, and require subcontractors, if any, to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, records, reports, studies, documents or other information relating to the disbursements charged to City and Services performed hereunder (the “**Books and Records**”), as shall be necessary to perform the work related to the provision of the Services required by this Rider Agreement and enable the Contract Administrator to evaluate the performance of such Services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The City Manager and his designee shall have full and free access to such Books and Records at all times during normal business hours of the City of Rockville, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the Services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of the Contractor’s business, custody of the Books and Records may be given to City, and access shall be provided by the Contractor’s successor in interest.

Section 6.02. Reports. The Contractor shall periodically prepare and submit to the Contract Administrator such reports concerning the performance related to the provision of the Services as the Contract Administrator shall require. The Contractor hereby acknowledges that the cost of work and Services to be performed pursuant to this Rider Agreement is a priority for the City. For this reason, the Contractor agrees that if the Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or Services contemplated herein or, if the Contractor is providing design services, the cost of the project being designed, the Contractor shall promptly notify the Contract Administrator of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if the Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

Section 6.03. Right to Audit. The City retains the right to review and audit, and the reasonable right of access to the Contractor's and any Subcontractor's premises, to review and audit the Contractor 's or Subcontractor's compliance with the provisions of this Rider Agreement (the “**City's Audit Right**”). The City's Audit Right includes the right to inspect, photocopy, and retain copies of the Books and Records, outside of the Contractor 's premises if deemed necessary by the City in its sole discretion. The City shall keep these Books and Records confidential to the extent permitted by law.

(a) **Audit.** The City's Audit Right includes the right to examine the Books and Records of procedures and practices that the City determines are necessary to discover and verify that the Contractor or Subcontractor is in compliance with all requirements under this Rider Agreement.

(b) **Cost Audit.** If there is a claim for additional compensation, the City's Audit Right includes the right to Books and Records that the City determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

(c) **Accounting Records.** The Contractor and all Subcontractors shall maintain complete and accurate Books and Records in accordance with generally accepted accounting

practices. The Contractor and Subcontractors shall make available to the City for review and audit all Books and Records relating to the Services. Upon the City's request, the Contractor and Subcontractors shall submit exact duplicates of originals of all requested records to the City.

(d) City's Audit Right Binding on Subcontractors. The Contractor shall include the City's Audit Right as described in this Section 6.03 in any and all of their subcontracts and shall ensure that these sections are binding upon all Subcontractors.

Section 6.04. Intentionally Omitted.

Section 6.05. Confidentiality and Release of Information.

(a) All information gained or work product produced by the Contractor in performance of this Rider Agreement shall be considered confidential, unless such information is in the public domain or already known to the Contractor. The Contractor shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Administrator.

(b) The Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Administrator or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Rider Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided the Contractor gives City notice of such court order or subpoena.

(c) If the Contractor, or any officer, employee, agent or subcontractor of the Contractor, provides any information or work product in violation of this Rider Agreement, then the City shall have the right to reimbursement and indemnity from the Contractor for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of the Contractor's conduct.

(d) The Contractor shall promptly notify the City should the Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Rider Agreement and the work performed there under. The City retains the right, but has no obligation, to represent the Contractor or be present at any deposition, hearing or similar proceeding. The Contractor agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by the Contractor. However, this right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response.

ARTICLE VII. INSURANCE AND INDEMNIFICATION

Section 7.01. Insurance Requirement.

(a) At the discretion of the Risk Manager for the City of Rockville (the “**Risk Manager**”), the Contractor shall be required to obtain and maintain, at its sole cost and expense, in a form and content satisfactory to the Risk Manager, during the entire term of this Rider Agreement including any extensions thereof, the insurance coverages described in **Exhibit B**, entitled “**Insurance Requirements**”, which Insurance Requirements shall cover the Mayor and Council, its appointed officers, and employees and agents of the City of Rockville.

(b) In the event the Contractor subcontracts any portion of the work in compliance with Section 4.04 of this Rider Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 7.01, and such certificates and endorsements shall be provided to the Risk Manager.

Section 7.02. Indemnification. To the full extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the Mayor and Council and its appointed officers, employees and agents (“**Indemnified Parties**”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “**Claims or Liabilities**”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of the Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which the Contractor is legally liable (“**Indemnors**”), or arising from the Contractor’s reckless or willful misconduct, or arising from the Contractor’s Indemnors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Rider Agreement, and in connection therewith:

(a) The Contractor will defend any action or actions filed in connection with any of said Claims or Liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;

(b) The Contractor will promptly pay any judgment rendered against the Mayor and Council, its appointed officers, agents or employees for any such Claims or Liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of the Contractor hereunder; and the Contractor agrees to save and hold the Mayor and Council, its appointed officers, agents, and employees harmless therefrom;

(c) In the event the Mayor and Council, its appointed officers, agents or employees is made a party to any action or proceeding filed or prosecuted against the Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of the Contractor hereunder, the Contractor agrees to pay to the Mayor and Council, its appointed officers, agents or employees, any and all costs and expenses incurred by the Mayor and Council, its appointed officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys’ fees.

The Contractor shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so the Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes Claims or Liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of the Contractor in providing Services hereunder. The provisions of this Section do not apply to Claims or Liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of the Contractor and shall survive termination of this Rider Agreement.

Section 7.03. Intentionally Omitted.

Section 7.04. Sufficiency of Insurer or Surety. Insurance or bonds required by this Rider Agreement shall be satisfactory only if issued by companies qualified to do business in Maryland, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager due to unique circumstances. If this Rider Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or Services to be performed under this Rider Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond (if any) may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Manager within 10 days of receipt of notice from the Risk Manager.

ARTICLE VIII. CONTRACTOR REPRESENTATIONS AND WARRANTIES

As a material inducement to the Mayor and Council's entry into this Rider Agreement, the Contractor hereby (i) makes the following representations and warranties to the Mayor and Council, as of the Effective Date, (ii) covenants that until the expiration or earlier termination of this Rider Agreement, upon learning of any fact or condition which would cause any of the warranties and representations in this Rider Agreement not to be true, the Contractor shall promptly give written notice of such fact or condition to the City Manager or his authorized designee, (iii) acknowledges that the Mayor and Council shall rely upon the Contractor's representations made herein notwithstanding any investigation made by or on behalf of the Mayor and Council, and (iv) agrees that such representations and warranties shall survive until the expiration or termination of this Rider Agreement:

Section 8.01. Organization. The Contractor is duly organized, validly existing and in good standing under the laws of the state in which it is organized and is duly qualified to conduct business in the State of Maryland.

Section 8.02. Authority of the Contractor. The Contractor has full power and authority to execute and deliver this Rider Agreement, and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Rider Agreement, and to perform and observe the terms and provisions of all of the above.

Section 8.03. Authority of Persons Executing Documents. This Rider Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Rider Agreement have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of the Contractor, and all actions required under the Contractor's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Rider Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Rider Agreement, have been duly taken (to the extent such actions are required as of the date of execution and delivery of the above-named documents).

Section 8.04. No Breach of Law or Agreement. To the Contractor's knowledge, neither the execution nor delivery of this Rider Agreement or any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Rider Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever binding on the Contractor, or any provision of the organizational documents of the Contractor, or will materially conflict with or constitute a material breach of or a material default under any agreement to which the Contractor is a party, or will result in the creation or imposition of any lien upon assets or property of the Contractor, other than liens established pursuant hereto.

Section 8.05. Qualifications. The Contractor, its employees, agents and subcontractors, if any, possess the necessary professional expertise, qualifications and capabilities, and all required licenses and certifications to perform the the Services.

ARTICLE IX. ENFORCEMENT OF AGREEMENT AND TERMINATION

Section 9.01. Maryland Law. This Rider Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of Maryland. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Rider Agreement shall be instituted in the Circuit Court of Montgomery County, State of Maryland, and the Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the State of Maryland, Southern Division.

Section 9.02. Disputes; Default. In the event that the Contractor is in default under the terms of this Rider Agreement, the City shall not have any obligation or duty to continue compensating the Contractor for any work performed after the date of default. Instead, the City may give notice to the Contractor of the default and the reasons for the default. The notice shall

include the timeframe in which the Contractor may cure the default. This timeframe is presumptively twenty (20) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that the Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If the Contractor does not cure the default, the City may take necessary steps to terminate this Rider Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Rider Agreement.

Section 9.03. Non-availability of Funds. The Contractor hereby authorizes the City to deduct from any amount payable to the Contractor (whether or not arising out of this Rider Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate the City for any losses, costs, liabilities, or damages suffered by the City, and (ii) all amounts for which the City may be liable to third parties, by reason of the Contractor's acts or omissions in performing or failing to perform the Contractor's obligation under this Rider Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by the Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, the City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of the City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect the City as elsewhere provided herein.

Section 9.04. Waiver. Waiver by either Party to this Rider Agreement of any term, condition, or covenant of this Rider Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Rider Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Rider Agreement. Acceptance by the City of Services by the Contractor shall not constitute a waiver of any of the provisions of this Rider Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Rider Agreement.

Section 9.05. Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Rider Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

Section 9.06. Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Rider Agreement, to obtain declaratory or

injunctive relief, or to obtain any other remedy consistent with the purposes of this Rider Agreement.

Section 9.07. Intentionally Omitted.

Section 9.08. Termination Prior to Expiration of Term. This Section shall govern any termination of this Rider Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Rider Agreement at any time, with or without cause, upon thirty (30) days' written notice to the Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the City Manager or his designee. Upon receipt of any notice of termination, the Contractor shall immediately cease all work hereunder except such as may be specifically approved by the City Manager or his designee. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all portions of the Services performed prior to the effective date of the notice of termination for any Services authorized by the City Manager or his designee thereafter in accordance with the Compensation and Fee Schedule or such as may be approved by the City Manager or his designee, except as provided in Section 7.02. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 9.02.

Section 9.09. Termination for Default by Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Rider Agreement, the City may, after compliance with the provisions of Section 9.02, take over the work related to the provision of the Services and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and the City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

Section 9.10. Attorneys' Fees. If either Party to this Rider Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Rider Agreement, the Parties agree each is responsible for its attorney's fees unless otherwise required by this Rider Agreement.

ARTICLE X. MISCELLANEOUS PROVISIONS

Section 10.01. Notices, Demands, and Communications Between the Parties. Formal notices, demands, and communications between the Contractor and the City shall be given either by (a) personal service, (b) delivery by reputable overnight document delivery service such as Federal Express that provides a receipt showing date and time of delivery, or (c) mailing utilizing a certified or mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery, addressed to:

To the City:

Mayor and Council of Rockville
c/o Office of the City Clerk / Director of Council
Operations
111 Maryland Avenue
Rockville, Maryland 20850
Attn: City Clerk / Director of Council Operations
Email: cityclerk@rockvillemd.gov

With copies to:

Office of the City Manager
111 Maryland Avenue
Rockville, Maryland 20850
Attn: City Manager
Email: cmo@rockvillemd.gov

Office of the City Attorney
111 Maryland Avenue
Rockville, Maryland 20850
Attn: City Attorney
Email: cityattorney@rockvillemd.gov

Department of Procurement
111 Maryland Avenue
Rockville, Maryland 20850
Attn: Director
Email: procurement@rockvillemd.gov

To the Contractor:

Juan R. Navarro
Colossal Contractors, Inc.
4601 Sandy Spring Road
Burtonsville, Maryland 20866
Phone: 301-476-9060
Email: rnavarro@colossalcontractors.com

Notices personally delivered shall be deemed effective upon receipt or refusal thereof. Notices given by a reputable overnight document delivery service shall be deemed effective one (1) business day after delivery by such service. Notices mailed shall be deemed effective on the fifth (5th) business day following deposit in the United States mail. Such written notices, demands, and communications shall be sent in the same manner to such other addresses as any Party may from time to time designate in writing. As used herein, “business day” means a day other than Saturday, Sunday, or a federal holiday, state holiday in the State of Maryland, or a city holiday in the City of Rockville, Maryland.

Section 10.02. Incorporation of Recitals, Interpretation.

(a) **Incorporation of Recitals.** The Recitals and Exhibits are an integral part of this Rider Agreement and set forth the intentions of the Parties and the premises on which the Parties have decided to enter into this Rider Agreement. Accordingly, the Recitals above and Exhibits attached are fully incorporated into this Rider Agreement by this reference as if fully set forth and state the obligations as if the parties to the MCPS Agreement were identical to the parties of this Rider Agreement.

(b) **Interpretation.** The terms of this Rider Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against any Party by reason of the authorship of this Rider Agreement or any other rule of construction which might otherwise apply. The Section headings are for purposes of convenience only and shall not be construed to limit or extend the meaning of this Rider Agreement. In the event of any conflict or inconsistency between the provisions of this Rider Agreement and provisions of the MCPS Agreement, the provisions of this Rider Agreement will prevail and govern the interpretation thereof.

Section 10.03. Non-Liability of Officials, Employees and Agents. No member, official, employee or agent of the Mayor and Council shall be personally liable to the Contractor in the event of any default or breach by the Mayor and Council or for any amount which may become due to the Contractor or its successors or assigns or on any obligation under the terms of this Rider Agreement.

Section 10.04. No Waiver of Sovereign Immunity by Mayor and Council. Notwithstanding any other provisions of this Rider Agreement to the contrary, nothing in this Rider Agreement nor any action taken by the Mayor and Council pursuant to this Rider Agreement nor any document which arises out of this Rider Agreement shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of the Mayor and Council and its appointed officials, officers and employees.

Section 10.05. No Third-Party Beneficiaries. No provision of this Rider Agreement shall be construed to confer any rights upon any person or entity who is not a Party hereto, whether a third-party beneficiary or otherwise.

Section 10.06. Equal Opportunity Employment. Contractor will not discriminate against any employee or applicant for employment because of age (in accordance with applicable law), sex, race, ancestry, color, religion, sexual orientation, gender identity or expression, physical or mental handicap, marital status, or political expression. Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment with regard to the above. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

If Contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts, this contract may be declared void AB

INITIO, cancelled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further contracts with the Mayor and Council. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to Contractor's books, records, and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

Section 10.07. Authority of the City Manager in Disputes. Any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by this Rider Agreement shall be decided by the City Manager who shall notify the Contractor in writing of his determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under this Rider Agreement. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to the City Purchasing Ordinance.

Section 10.08. Tax Exemption. The City is exempt from the payment of any federal excise or any Maryland sales tax.

Section 10.09. Local Government. Notwithstanding anything herein contained to the contrary, Contractor acknowledge the Mayor and Council is a political subdivision and its obligations hereunder are given on the to the extent permitted by applicable law, contingent upon the appropriation and encumbrance of funding, the open records law presumption that all records within the custody of the City are available to the public for review, and subject to the notice requirements and damage limitations stated in applicable law, including, but not limited to, the Local Government Tort Claims Act, Md. Code Ann., Ct & Jud Proc. § 5-301, et seq. (2013 Repl. Vol.), as amended from time to time.

Section 10.10. Severability. If any term, provision, covenant, or condition of this Rider Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Rider Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Rider Agreement. In the event that all or any portion of this Rider Agreement is found to be unenforceable, this Rider Agreement or that portion which is found to be unenforceable shall be deemed to be a statement of intention by the Parties; and the Parties further agree that in such event, and to the maximum extent permitted by law, they shall take all steps necessary to comply with such procedures or requirements as may be necessary in order to make valid this Rider Agreement or that portion which is found to be unenforceable.

Section 10.11. Entire Agreement, Waivers and Amendments. This Rider Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties. All waivers of the provisions of this Rider Agreement must be in writing and signed by the appropriate authorities of the Party to be

charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of the Parties.

Section 10.12. Counterparts. This Rider Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

Section 10.13. Electronic Signatures. This Agreement may be executed by electronic signature, which will be construed as an original signature for all purposes and have the same force and effect as an original signature. For these purposes, “electronic signature” means electronically scanned and transmitted versions (e.g., via pdf file or facsimile transmission) of an original signature, or signatures electronically inserted via software such as DocuSign or Adobe Sign.

(Signature pages to follow)

IN WITNESS WHEREOF, the Mayor and Council and the Contractor have each executed, or caused to be duly executed, this Rider Agreement for the procurement of the Services under seal in duplicate, in the name and behalf of each of them (acting individually or by their respective officers or appropriate legal representatives thereunto duly authorized) as of the day and year first written above.

MAYOR AND COUNCIL

Approved as to form:

**THE MAYOR AND COUNCIL OF
ROCKVILLE**, a body corporate and municipal
corporation of the State of Maryland

Cynthia Walters
Acting City Attorney

By: _____
Jeff Mihelich, City Manager

CONTRACTOR

COLOSSAL CONTRACTORS INC., a Maryland
corporation

By: _____
Juan R. Navarro
President

EXHIBIT A
MCPS Agreement

See Attached

June 21, 2023

Colossal Contractors, Inc.
Mr. Juan Navarro
4601 Sandy Spring Road
Burtonsville, MD 20866

Dear Mr. Navarro:

RE: Award Notification – Bid No. 9747.2, Carpenter Contractor Services at Various Facilities

This is the official notification of your award as it relates to the above referenced bid. This is a notice of award only. Delivery of product or service shall not begin until you receive an official order, signed by the director of the Division of Procurement.

The contract shall consist of the solicitation, your complete bid response, and any subsequent correspondence.

Please contact the Division of Procurement if you need additional information. Thank you for your interest in Montgomery County Public Schools.

Sincerely,



Angela McIntosh-Davis, CPPB
Director, Division of Procurement

AMD:sjd
Copy to: Bid File

Division of Procurement
45 West Gude Drive, Suite 3100
Rockville, MD 20850-9999
General Stipulations and Instructions To Bidders

I. Invitation For Bid

The Board of Education of Montgomery County Maryland, herein after referred to as The Board of Education, will receive sealed proposals until the date and time indicated on the cover of the Invitation For Bid. Bids must be delivered to the Division of Procurement at the above address where it will be opened and publicly read at the stated time. Bids must be delivered in sealed opaque envelopes. Envelopes shall be clearly marked on the outside lower left corner with the bid number and bid opening date and time.

II. Intent

These specifications are intended to cover the furnishing and delivery of said materials, supplies, or services as hereinafter shown to any or to each of the various public schools, offices, or to any designated warehouse or warehouses in Montgomery County, Maryland, whichever is specified, in quantities to be determined subsequent to the bid opening.

III. Right To Cancel Or Reject Bids

- A. The Board of Education reserves the right to cancel any contract if, in its opinion, there is a failure at any time to perform adequately the stipulations of this Invitation For Bid, or if the general conditions and specifications which are attached and made part of this bid are not fulfilled, or if in any case there is any attempt to willfully impose upon the Board of Education materials or products or workmanship which are in the opinion of the Board of Education of an unacceptable quality. Any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of the Board of Education to damages for the breach of any covenants of the contract by the contractor. The Board of Education also reserves the right to reject the bid of any bidder who has previously failed to perform adequately after having once been awarded a prior bid for furnishing materials or services similar in nature to those mentioned in this bid.
- B. The Board of Education reserves the right to reject any or all bids in whole or in part; to make partial awards; to waive any irregularity in any quotation; to increase or decrease quantities if quantities are listed in the bid; to reject any bid that shows any omissions, alterations of form, and additions, conditions, or alternate proposals not called for; and to make any such award as is deemed to be in the best interests of the Board of Education.
- C. All items furnished must be completely new and free from defects. No others will be accepted under the terms and intent of this bid.

IV. Right To Purchase In The Open Market

Should the contractor fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, The Board of Education reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bond is required under the conditions of the bid.

V. Failure To Furnish Item(s)

Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, The Board of Education reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the Board of Education.

VI. Employer Information Report EEO-1

The Board of Education requires that each successful bidder be liable for compliance with the provisions of Title VII of the Civil

Rights Act of 1964. In order to fully comply with Title VII, a company must file Employer Information Report EEO-1 with the Joint Report Committee, 1800 G Street, NW, Washington, D.C. 20036. Only companies that fall within the following categories are required to file the Employer Information Report EEO-1:

The entire company has at least 100 employees on the payroll. The company is affiliated through centralized ownership and/or centralized management, and the group legally constitutes a single enterprise employing a total of 100 or more employees.

If your company has already filed an EEO-1 by virtue of supplying materials or services under Federal Government Contracts, it is necessary to submit only a copy of your most recent EEO-1 report to the Division of Procurement. If you are filing a report for the first time, send a copy of EEO-1 to the Division of Procurement. Please note that purchase orders will not be issued to companies that fall into the above categories until proof of EEO-1 reporting has been received.

VII. Preparation Of Bid

Bids must be submitted on the copy provided. Bidders may wish to reproduce and retain one copy for its files. Bids must be signed by an authorized representative of the company submitting a bid. It is the intent of this solicitation that should a given bid be accepted, it will automatically become the contract. Notification of the bid award will be made by letter. Bidders shall submit its bids and specifications on the appropriate specification sheets that show the schedule of items to be purchased. Bidders may attach a letter of explanation to its bid if it so desire.

Prices quoted shall not exceed the prices established under any governmental price control regulations. Bidders will be required if requested by The Board of Education, to furnish satisfactory evidence that they are qualified as manufacturers or dealers in the items listed and have a regularly established place of business. An inspection of any bidder's place of business may be made to determine the bidder's ability to perform.

VIII. Discounts

The Board of Education reserves the right to consider discounts in computing the bid.

A. Trade Discounts

All prices offered must be the lowest net price after trade discounts have been considered. Bids offering a percentage off list prices will not be accepted unless: (1) specifically requested in that manner; (2) two copies of the referenced price list accompany the bid.

B. Payment Discounts

Prompt payment discounts are solicited and will be treated as follows:

(1) Unless specifically stated otherwise, discounts offered which allow a minimum of twenty (20) days to qualify will be deducted from prices offered in the bid for the purpose of determining the lowest price offered.

(2) Discounts offering less than twenty (20) calendar days will not be deducted from price offered for the purpose of determining the lowest price, but will be taken if payment is made within the discount period.

IX. "Or Equal" Interpretation

Unless the specifications and/or conditions state a specific brand and substitutions will not be considered, the Board of Education will consider other brands or the product of other manufacturers as long as the product meets the same specifications, standards, and quality of the material being solicited through the bid. On all such bids the bidder shall indicate clearly the product on which it is bidding and shall supply sufficient data on its own letterhead to enable an intelligent comparison to be made with the particular brand or manufacturer specified.

Whenever the specifications indicate a product of a particular manufacturer, model, or brand and in the absence of any written statement to the contrary by the bidder, the bid will be interpreted as being for the exact brand, model, or manufacturer specified, together with all accessories enumerated in the specifications.

X. Consideration of Prior Service

Awards on this bid will be made after consideration has been given to any previous performance for The Board of Education as to quality of service and/or merchandise and with regard to the bidder's ability to perform should it be awarded the bid.

XI. Delivery

The bidder agrees to furnish and deliver during the period of the contract the items and articles which may be awarded to the bidder in such amounts and quantities within the terms of the contract. **All Deliveries Must Be Prepaid FOB Destination, And In No Case Will Shipments Collect Or Sidewalk Deliveries Be Accepted.** Bidders shall uncrate, completely assemble, and set in designated place all equipment and furniture. All delivery cost shall be included in the bid unit price.

XII. Packing Slips And Delivery Tickets

All materials delivered on this contract shall be packed in a substantial manner in accordance with accepted trade practices. No charges may be made over and above the bid price for packaging or for deposits on containers. All deliveries shall be accompanied by delivery tickets or packing slips. Tickets shall contain the following information for each item delivered: the quantity, bid number, and the name of the contractor.

XIII. Invoices

Payment depends on receipt of a proper invoice and satisfactory contract performance. All invoices are to be transmitted to the Division of Controller at:

Division of Controller
45 West Gude Drive, Suite 3200
Rockville, MD 20850-9999

Every invoice must include the following information:

- A.** Name and address of the contractor
- B.** Taxpayer Identification number
- C.** The purchase order number
- D.** An invoice number
- E.** Bid number if applicable
- F.** The ship to address
- G.** Line item description, quantity, unit of measure, unit price, and extended price as stated on the purchase order
- H.** Shipping and payment terms if not a bid item

When a discount for payment is authorized and taken; it will be made to the contractor as close as possible to, but not later than, the end of the discount period. Prices quoted shall not include federal excise or state sales and use taxes. Exemption certificates will be furnished upon request. Contractor inquiries concerning payment may be

made to accountspayable@mcpsmd.org.

XIV. Bid Security

If bid security is required, it must be payable to: "Montgomery County Board of Education."

Such bid security will be returned to all except the successful bidder(s) within five business days after awards have been made. The bid security of the successful bidder(s) will be returned upon receipt of the performance bond if such bond is required under the terms of the award. If no award is made within 60 days after the date of the opening of the bids, bid security will be returned to any bidder upon demand of the bidder at any time after the 60-day period so long as it have not been notified of the acceptance of its bid.

Written notification of the acceptance of any bid will be made to the successful bidder(s).

XV. Performance Bonds

If required, the successful bidder or bidders on this bid must furnish a performance bond in the amount indicated in the bid document, made out to Montgomery County Board of Education and prepared on an approved performance bond form as security for the faithful performance of its contract. The performance bond shall be submitted within ten business days of the notification that the bid has been awarded. The surety thereon must be such surety company or companies as are acceptable to The Board of Education and as are authorized to transact business in the State of Maryland. Attorneys in fact who sign bid bonds must file with each bond a certified copy of its power of attorney to sign said bonds. Should the bidder fail or refuse to furnish the required performance bond within ten business days after notification the bidder shall pay to The Board of Education as liquidated damages for such failure or refusal an amount in cash equal to the security deposited with its bid.

XVI. Provision For Municipal Offices

Each bidder agrees when submitting its bid that it will make available to every office and department of the Montgomery County Government the bid prices submitted on this bid should any such department or office wish to take advantage of the bid prices submitted to The Board of Education.

XVII. Product Testing During Time of Contract

Material delivered on any contract resulting from this Invitation For Bid may be tested for compliance with the specification stipulated herein. Any shipment failing to fully meet or comply with the specification requirements will be promptly rejected.

The cost of testing a representative sample of an order or shipment for acceptance shall be borne by the Board of Education except if the order or shipment is rejected for failure to meet the requirements of the specification. In case of failure to meet the requirements of the specification the cost of testing will be charged to the contractor.

XVIII. Safety Standards

All work performed and all items supplied shall be in compliance with applicable federal and state safety standards. (OSHA-MOSHA). Material Safety Data Sheets shall be included in all shipments.

XIX. General Guaranty

The contractor agrees to:

- A.** Save the Board of Education, its agents, and employees harmless from liability of any nature or any kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in the performance of the contract of which the contractor is not patented assignee, licensee, or owner.
- B.** Protect the Board of Education against latent defective material

or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.

- C. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to its own work or to the work of the contractors for which it or its workers are responsible.
- D. Pay for all permits, licenses, and fees and give all notices and comply with all laws, ordinances, rules, and regulations of the Board of Education and of the State of Maryland.

XX. Indemnity

The contractor shall indemnify, keep, and save harmless the Board of Education, its agents, officials, and employees against all injuries, death, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in any way occur against them in consequence of the granting of this contract or which may in any way result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the contractor or its employees, except to the extent of the negligence of the Board of Education, its agents, officials and employees. The contractor shall, at its own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Board of Education in any such action based on the actions and/or negligence of the contractor, its agents and employees, the contractor shall at its own expense satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the contractor, shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the Board of Education as herein provided.

XXI. Insurance

The contractor shall maintain Comprehensive Business Insurance for protection from claims under the Workmen's Compensation Act, claims for damage because of bodily injury, death, or property damage to others, including employees of the Board of Education; and claims for damages arising out of the operation of motor vehicles, which may arise during the performance of the contract whether caused by the contractor or by any subcontractor or anyone directly or indirectly employed by either of them. The contractor shall also maintain product liability insurance. The aforementioned insurance shall cover the duration of the contract period, including all periods of the time and all places where work is performed under an expressed or implied warranty. The limits of such liability insurance for each occurrence shall be equal to or greater than \$500,000 for Bodily Injury and \$100,000 for Property Damage. The certificate on the insurance, indicating coverage for the term of the contract, shall be made in favor and provided to The Board of Education prior to commencement of the contract. A company duly licensed by the Maryland Insurance Commissioner and qualified to sell insurance in Maryland shall issue all insurance policies.

XXII. Inspection Of Premises

Before submitting a bid for any construction or installation work in any building or on the premises of the Board of Education, the bidder should carefully examine the premises and upon submitting its bid will be considered to have examined the premises, building, or buildings where the work is to be done. For any work or installation requiring the use of labor, the successful bidder before starting work must provide sufficient evidence of insurance showing that it is adequately covered for Workmen's Compensation and Public Liability insurance.

XXIII. Patents

The contractor shall hold and save the Board of Education, its officers, agents, servants, and employees harmless from liability of any nature or

kind, including costs and expenses for or on account of any patented or unpatented inventions, articles, process, or appliance manufactured or used in performance of this contract including its use by Montgomery County, unless otherwise specifically stipulated in this contract.

XXIV. Samples And Catalog Cuts

A. Requirements and Delivery

Sample requirements and sample delivery stipulations are indicated in the bid document. Further details concerning samples may also be indicated in the detailed specification portion of the invitation. Bidders shall make all arrangements for delivery of samples to location indicated.

B. Sample Identification

All sample packages shall be marked "Samples" and each sample shall bear the name of the bidder, item number, and bid number and shall be carefully tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of its bid.

C. Testing or Comparing Samples

Samples are requested for the purpose of testing or comparing with detailed specifications. Therefore, The Board of Education reserves the right to retain or destroy the articles or materials submitted as samples for the purpose of testing. Accordingly, The Board of Education shall be free from any change or claim on the part of the bidder or contractor if any articles or materials furnished as samples are lost or destroyed. Materials such as food may be tested from the raw, uncooked, baked, or canned sample being submitted at the time of bid opening or subsequent to bid opening. Food tests shall consider specification factors such as contents, weight, size, taste, texture, appearance, uniformity of color, and defects, if any.

D. Retention and Removal of Samples

The samples submitted by bidders on items on which it have received an award will be retained by The Board of Education until the delivery of contracted items is completed and accepted. Bidders whose samples are retained will be notified when its samples may be removed. Samples on which bidders are unsuccessful must be removed as soon as possible but not more than 15 calendar days after notification that the award has been made by The Board of Education. The Board of Education will not be responsible for such samples if not removed by the bidder within 15 calendar days after the notification of award has been made.

E. Sample Quantities

Samples are required in the exact packaging and size as stated in the item description unless otherwise indicated in the bid document or it is determined that a smaller quantity is sufficient for adequate testing.

F. Descriptive Literature

All bidders are required to furnish with the bid proposal a brochure, properly bound and labeled, showing full illustrations and specifications on each item offered, if bidding other than specified; or if specifically requested. These cuts and specifications are to be arranged and labeled with the item number in the same sequence as the items appear in the specifications and attached on separate pages of a brochure. The cover of the brochure shall contain:

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

XXV. Time of Completion

The Board of Education reserves the right to revise the starting and completion dates for delivery and installation of equipment to new schools and additions as stated below if the bid is wholly or in part for the furnishing of new schools and additions to existing

buildings. At least 60 days prior to the date scheduled for delivery and installation for each project, the Board of Education will notify the contractor whether or not any change will be required in the dates for the beginning and completion of delivery. The right is reserved to specify beginning dates and completion dates two weeks earlier than listed above or to postpone the beginning and completion dates for not more than 30 days later than the dates as listed. These changes in delivery dates, if any, for new schools and additions to older buildings will be applicable to individual projects as specified and not to all projects as a whole. The estimated dates on which deliveries may be begun and which time deliveries and installations must be completed have been estimated as carefully as possible; and if any change is required by circumstances beyond the control of the Board of Education, the revised delivery dates as established by the procedures outlined immediately above will become the definite schedule for completion of the contract as if it had been set in the original schedule as outlined.

Should any bidder have any question as to the intent or meaning of any part of this bid, it must contact the undersigned to receive a written reply before submitting its bid. Inquires must be submitted in writing no later than four business days prior to bid opening date.



Angela McIntosh-Davis
Director, Division of Procurement

XXVI. Guarantee

The contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by it for a period of one year from date of acceptance of the items delivered and installed. If, within the guarantee period, any defects or signs of deterioration are noted which in the opinion of The Board of Education are due to faulty design and installation, workmanship, or materials, upon ratification, the contractor, at its expense, shall repair or adjust the equipment or parts to correct the condition: or it shall replace the part or entire unit to the complete satisfaction of the Board of Education. These repairs, replacements, or adjustments shall be made only at such times as will be designated by the Board of Education as least detrimental to the instructional programs.

XXVII. Signature To Bids

Each bid must show the full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the bid and contract, including Notice of Award, Copy of Contract, and Purchase Order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Bids by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of individuals composing the partnership. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When required, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of its authority to do so.

XXVIII. Errors In Bids

Bidders, or its authorized representatives, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and the bidder cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of the bidders

XXIX. Resolution and Disputes

Bidders who have any concerns regarding the recommended awards of this solicitation should promptly contact the buyer in the Division of Procurement before the scheduled Board action. Any concerns that cannot be resolved informally with the buyer should be addressed to the senior buyer of the Division of Procurement. The senior buyer of the Division of Procurement shall attempt to resolve, informally, all protests or complaints regarding bid award recommendations. Any formal protest must be filed with the senior buyer of the Division of Procurement within seven (7) calendar days of the date of the pre-award notice

XXX. Inquiries

**MONTGOMERY COUNTY PUBLIC SCHOOLS
DIVISION OF PROCUREMENT
45 West Gude Drive, Suite 3100
Rockville, MD 20850-9999**

SPECIAL INSTRUCTIONS TO VENDORS FOR MAILING BIDS

Bids must be delivered in sealed, opaque envelopes, and labeled clearly as follows:

SAMPLE BID RESPONSE ENVELOPE

(Return Address)

BID ENVELOPE

TO BE DELIVERED TO

**Division of Procurement
MONTGOMERY COUNTY PUBLIC SCHOOLS
45 West Gude Drive, Suite 3100
Rockville, MD 20850-9999**

**BID NO. _____
BID NAME _____
OPENING DATE _____ OPENING TIME _____**

Vendor name and address must appear on the upper left hand corner of the bid envelope.
The specific bid number, opening date, and time must appear in the lower left hand corner of the bid envelope.

It is suggested that vendors utilize a tracking service to insure prompt delivery.

**THE BOARD OF EDUCATION OF MONTGOMERY COUNTY
MONTGOMERY COUNTY PUBLIC SCHOOLS**

Division of Procurement
45 West Gude Drive Room 3100
Rockville, Maryland 20850-1747
240-740-7600
March 21, 2023

INVITATION FOR BID 9747.2

CARPENTER CONTRACTOR SERVICES AT VARIOUS FACILITIES

Bid Opening Time: 2:30 P. M.

Bid Opening Date: April 3, 2023

NOTE: In the event of emergency closing of Board of Education offices, this bid will open at the same time on the next regular working day.

COMPANY NAME: _____

BIDS RECEIVED AFTER THE BID OPENING TIME AND DATE WILL NOT BE ACCEPTED.

1. Term of Contract: May 8, 2023 through May 7, 2024
2. Terms of Delivery: As Specified
3. Delivery Destination: Individual Location, Noted on Purchase Order
4. Bid Security Required: ***Surety Letter***
Bid Security must be made payable to Montgomery County Board of Education
5. Performance Bond Required: ***yes***
- 6a. Samples Required: ☐ Yes ☒ No
- 6b. Sample Delivery Requirements:
☐ Deliver to Procurement Office
☐ Deliver to the Distribution Center
☐ Deliver to the Division of Maintenance
☐ Other
- 6c. Sample Delivery Time:
☐ Prior to bid opening
☐ At time of bid opening
☐ Subsequent to bid opening

NOTICE TO BIDDERS

The appropriate items below must be completed as part of the bid. Failure to comply may disqualify your bid.
Type or print legibly in ink.

I. BIDDER INFORMATION: As appropriate, check and/or complete one of the items below.

- ☐ 1. A **corporation**, incorporated under the laws of the state of _____
- ☐ 2. Authorized to do business in the state of Maryland
- ☐ 3. An **individual** trading and doing business under a fictitious name
- ☐ 4. Trading and doing business under individual's own name
- ☐ 5. A **partnership**, name(s) of partner(s): _____

II. BIDDER'S CONTACT INFORMATION: This will be filed as your permanent contact information.

- 1. Company Name _____
- 2. Address _____
- 3. Bid Representative's Name _____
- 4. Phone Number/Extension _____
- 5. Fax Number _____
- 6. Toll Free Number _____
- 7. Email Address _____
- 8. Tax Id Number _____

III. PURCHASE ORDER ADDRESS: Please complete if different from Bidder's Contact Information.

- 1. Purchase Order Address _____
- 2. Representative's Name _____
- 3. Phone Number/Extension _____
- 4. Fax Number _____
- 5. Toll Free Number _____
- 6. Email Address _____

IV. PROMPT PAYMENT DISCOUNT: MCPS may consider prompt payment discounts as part of the award process.

_____ Prompt payment discounts of less than twenty days will not be considered.

V. PURCHASING CARD PROGRAM: MCPS is currently utilizing a purchasing card program through Master Card.
Please check the appropriate box below.

☐ Yes, we accept Master Card

☐ No, we do not accept Master Card

VI. PURCHASE ORDER PREFERENCE: Montgomery County Public Schools (MCPS) is in the process of issuing orders via Facsimile of US Mail. MCPS prefers facsimile. Please check your preference below. If your company has the capability of receiving orders via Electronic Data Interface (EDI), please contact the Procurement Unit to determine if the system is compatible with MCPS.

☐ Facsimile ☐ US Mail ☐ EDI

VII. SLMBE (Small, Local, and Minority Business Enterprise): Check the appropriate box below.

☐ African American ☐ Asian American ☐ Hispanic ☐ Native American
☐ Female ☐ Disabled ☐ None

VIII. BIDDER'S CERTIFICATION

- A. The undersigned proposes to furnish and deliver supplies, equipment, or services, in accordance with specifications and stipulations contained herein, and at the prices quoted. This certifies that this bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same supplies, materials, or equipment, and is in all respects fair and without collusion or fraud.
- B. I hereby certify that I am authorized to sign for the bidder. (Bidders are cautioned to read the material under Section XXVII, signature to Bids, and to comply with its stipulations.) I/We certify that none of this company's officers, directors, partners, or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government; and that no member of the Board of Education of the Montgomery County Public Schools, Administrative or Supervisory Personnel, or other employees of the Board of Education has any interest in the bidding company except as follows:

By: (Signature) _____

Name and Title _____

Witness Name and Title _____

IX. NON-DEBARMENT ACKNOWLEDGEMENT

_____ I acknowledge that my firm has NO pending litigation and/or debarment from doing business with the State of Maryland or any of its subordinate government units and/or federal government within the past five (5) years.

_____ I acknowledge that my firm has pending litigation or has been debarred from doing business with the State of Maryland or any of its subordinate government units and/or federal government, within the past five (5) years. (Attachment)

As the duly authorized representative of the applicant, I hereby certify that the above information is correct and that I will advise Montgomery County Public Schools should there be a change in status.

By (Signature) _____

Name and Title _____

Witness Name and Title _____

Bidder	Item 1 - Carpenter		Item 2 - Carpenter Helper		Item 3 - Percentage Over Direct Cost
	Regular Rate	Overtime Rate	Regular Rate	Overtime Rate	
Colossal Contractors, Inc.	\$ 27.95	\$ 38.00	\$ 23.00	\$ 33.00	10%
Unisource Services LLC	\$ 28.00	\$ 38.00	\$ 24.00	\$ 34.00	10%
E.A.R.N. Contractors, Inc.	\$ 28.00	\$ 39.00	\$ 24.00	\$ 36.00	10%
Go Pro Constuction, LLC	\$ 29.50	\$ 39.50	\$ 27.00	\$ 37.00	10%
Prevost Construction, Inc.	\$ 35.00	\$ 52.00	\$ 25.00	\$ 38.00	10%
OMF Contractors, Inc.	\$ 40.00	\$ 65.00	\$ 35.00	\$ 60.00	13%
JB Contracting, Inc.	\$ 47.00	\$ 70.50	\$ 25.00	\$ 37.50	10%
AtLam LLC	\$ 50.00	\$ 75.00	\$ 32.00	\$ 48.00	12%
Total Contracting, Inc.	\$ 55.00	\$ 83.00	\$ 40.00	\$ 60.00	10%
Alden Inc	\$ 62.00	\$ 90.00	\$ 52.00	\$ 70.00	12%
Akbar Contracting, Inc.	\$ 65.00	\$ 85.00	\$ 45.00	\$ 70.00	20%

Office of the Superintendent of Schools
MONTGOMERY COUNTY PUBLIC SCHOOLS
Rockville, Maryland

May 8, 2025

MEMORANDUM

To: Members of the Board of Education
From: Thomas W. Taylor, Superintendent of Schools
Subject: Procurement Contracts of \$25,000 or More

☐ Information ☒ Action

Superintendent Recommendation:

The superintendent recommends that the Board of Education approve the request to expend up to the indicated values for procurement contracts of \$25,000 or more. These contracts can support districtwide purchases and are not limited to a specific office.

WHEREAS, Funds have been budgeted for the purchase of equipment, supplies, and contractual services; now therefore be it

Resolved, That having been duly advertised or justified, the following contracts be awarded with the spending authority up to the values indicated with the most responsive and responsible bidders or offerors meeting specifications as follows:

IFB No. 019-20 Third-Party Qualified Elevator Inspection Services for
Conveyance System—Extension
Responsible Office: Office of Facilities
Management—Division of Maintenance and Operations
Description: This is a request to exercise the annual extension
of the contract bridged through Prince George's County Public
Schools for the third-party qualified elevator inspection
services for the conveyance system.
Procurement Authority: Annotated Code of Maryland,
Education Article §5-112 (a) (3)

Awardee:

Allsafe Elevator Inspections, LLC, Baltimore, Maryland

\$70,000

NTA-500-24-002	Inspection, Maintenance, Repair, and Installation, for Bleachers and Stadium Seating—Extension Responsible Office: Office of Facilities Management—Division of Maintenance and Operations Description: This is a request to approve the annual contract bridged through Baltimore County Public Schools for the preventative maintenance, repair, and installation of bleachers and stadium seating. Procurement Authority: Annotated Code of Maryland, Education Article §5-112 (a) (3) <u>Awardee:</u> TJ Distributors, Inc., Forest Hill, Maryland	\$465,000
R230305	Educational School Supplies, Instructional Solutions, and Related Products—Extension Responsible Office: Office of District Operations—Department of Materials Management Description: This is a request to exercise the final annual extension of the initial three-year period of the contract bridged through OMNIA Partners Region 4 ESC-TX for the School Specialty catalog punchout. This contract is for a percentage off catalog pricing used by all schools, specifically for elementary level early childhood classroom materials. Procurement Authority: Annotated Code of Maryland, Education Article §5-112 (a) (3) <u>Awardee:</u> School Specialty LLC, Greenville, Wisconsin	\$750,000
085.24.B2	Gym Equipment and Bleacher Inspection Responsible Office: Office of Facilities Management—Division of Design and Construction Description: This is a request to approve the annual contract bridged through Howard County Public Schools for gym equipment and bleacher inspection services. Procurement Authority: Annotated Code of Maryland, Education Article §5-112 (a) (3) <u>Awardees:</u> Degler-Whiting, Inc., Elverson, Pennsylvania Modern Door & Equipment Sales, White Plains, Maryland TJ Distributors, Inc., Forest Hill, Maryland Total	\$350,000

4026.8

Paint and Paint Sundries

Responsible Office: Office of Facilities

Management—Division of Maintenance and Operations

Description: This is a request to approve the new annual contract for the purchase of paint and paint sundries by the Division of Maintenance to be used at schools and offices.

Procurement Authority: Annotated Code of Maryland,
Education Article § 5-112, and Board of Education (Board)
Policy DJA, *MCPS Procurement Practices and Bid Awards*

Awardees:

PPG Architectural Finishers Inc.,

Cranberry Township, Pennsylvania,

Local Affiliate, Forestville, Maryland

The Sherwin Williams Company, Cleveland, Ohio,

Local Affiliate, Beltsville, Maryland

Total

\$13,236

\$27,885

\$41,121

4050.10

Clocks—Extension

Responsible Office: Office of District

Operations—Department of Materials Management

Description: This is a request to exercise the final annual extension of the contract for the purchase of clocks for the warehouse, schools, and offices.

Procurement Authority: Annotated Code of Maryland,
Education Article § 5-112, and Board Policy DJA, *MCPS
Procurement Practices and Bid Awards*

Awardee:

Pyramid Paper Company, Inc., Tampa, Florida

\$42,976

4100.9

Fire Alarm Parts—Extension

Responsible Office: Office of Facilities

Management—Division of Maintenance and Operations

Description: This is a request to exercise the fourth and final annual extension of the contract for the purchase of fire alarm parts.

Procurement Authority: Annotated Code of Maryland,
Education Article § 5-112, and Board Policy DJA, *MCPS
Procurement Practices and Bid Awards*

Awardee:

Security & Energy Technologies Corporation,
Chantilly, Virginia

\$75,000

4118.7	Industrial V Belts—Extension Responsible Office: Office of Facilities Management—Division of Maintenance and Operations Description: This is a request to exercise the second of three possible annual extensions of the contract for the purchase of industrial V belts. Procurement Authority: Annotated Code of Maryland, Education Article § 5-112, and Board Policy DJA, <i>MCPS Procurement Practices and Bid Awards</i> <u>Awardee:</u> Neopart Transit, LLC, Reading, Pennsylvania	\$40,000
7006.10	Hand-Held Calculators and CBL Data Collection Systems Responsible Office: Office of the Chief Academic Officer—Department of Pre-K–12 Curriculum Description: This is a request to approve the new annual contract for the purchase of hand-held calculators and CBL data collection systems. Procurement Authority: Annotated Code of Maryland, Education Article § 5-112, and Board Policy DJA, <i>MCPS Procurement Practices and Bid Awards</i> <u>Awardees:</u> El Dorado Trading Group, Inc., dba The Bach Company, Mountain View, California Staples Inc., dba Staples Contract & Commercial LLC, Philadelphia, Pennsylvania Total	\$277,000
7076.9	Automotive Shop Equipment, Repair, Service and Parts Responsible Office: Office of District Operations—Department of Transportation Description: This is a request to approve the new contract to provide equipment, repair, service, and parts for the automotive shop. Successful bidders are expected to provide repair services, parts, and, when the need arises, transportation of automotive shop equipment owned by Montgomery County Public Schools (MCPS) to the successful bidder's shop for repair. Procurement Authority Annotated Code of Maryland, Education Article, § 5-112, and Board Policy DJA, <i>MCPS Procurement Practices and Bid Awards</i>	

Awardees:

Alan Tye & Associates, L.C., Fairfax, Virginia
McHenry Pressure Cleaning Systems Inc., Frederick,
Maryland
Total

\$95,000

7114.7

Bus Wash Chemicals—Extension
Responsible Office: Office of District
Operations—Department of Transportation
Description: This is a request to exercise the third and final
annual extension of the contract for the purchase of bus wash
chemicals used to wash buses and MCPS-owned vehicles by
the Department of Transportation.
Procurement Authority: Annotated Code of Maryland,
Education Article § 5-112, and Board Policy DJA, *MCPS
Procurement Practices and Bid Awards*

Awardee:

The MYCO Companies Inc., Columbia, Maryland

\$65,000

7118.11

Heavy Equipment, Tractor and Mower Parts—Extension
Responsible Office: Office of Facilities
Management—Division of Maintenance and Operations
Description: This is a request to exercise the first of three
annual extensions of the contract for the purchase of heavy
equipment, tractors, and mower parts.
Procurement Authority: Annotated Code of Maryland,
Education Article § 5-112, and Board Policy DJA, *MCPS
Procurement Practices and Bid Awards*

Awardees:

Gaithersburg Farmers Supply Inc., Gaithersburg, Maryland
Gambrills Equipment Co., Inc., Severn, Maryland
Total

\$500,000

7313.1

Remanufactured Toner Cartridges—Extension
Responsible Office: Office of Strategic
Initiatives—Department of Digital Innovation
Description: This is a request to exercise the first of four
annual extensions of the contract for the purchase of
remanufactured toner cartridges for use in printers in
all MCPS schools and offices.

Procurement Authority: Annotated Code of Maryland,
Education Article § 5-112, and Board Policy DJA, *MCPS*
Procurement Practices and Bid Awards

Awardees:

Alpha B2B LLC, dba Quality Imaging Solutions,
Bellevue, Washington
Clarity Imaging Solutions, Inc., Cherry Hill, New Jersey
Coast to Coast Computer Products, Inc., Simi Valley,
California
Total

\$288,000

9016.9

Electrical Supplies and Equipment
Responsible Office: Office of Facilities
Management—Division of Maintenance and Operations
Description: This is a request to approve the new annual
contract for the purchase and delivery of electrical supplies
used by the Division of Maintenance.
Procurement Authority: Annotated Code of Maryland,
Education Article § 5-112, and Board Policy DJA, *MCPS*
Procurement Practices and Bid Awards

Awardees:

C.N. Robinson Lighting Supply Co., Inc., Baltimore, Maryland
United Electric Supply Company, Inc., New Castle, Delaware,
Local Affiliate, Beltsville, Maryland
Total

\$485,000

9051.10

Athletic, Cheerleader, and Pom-Pom Uniforms—Extension
Responsible Office: Office of School Support and
Improvement—Department of Athletics
Description: This is a request to exercise the second of four
annual extensions of the contract for the purchase of athletic
uniforms, cheerleading, and pom-pom uniforms for high
schools, as well as uniforms for middle school athletics.
Procurement Authority: Annotated Code of Maryland,
Education Article § 5-112, and Board Policy DJA, *MCPS*
Procurement Practices and Bid Awards

Awardees:

All American Sports Corp., dba Riddell,
North Ridgeville, Ohio
Maryland's Athletic House, Gaithersburg, Maryland
Rebel Athletic Inc., Carrollton, Texas

	Valley Fox, Inc., Cumberland, Maryland Varsity Brands Holding Co., Inc., Dallas, Texas Total	\$600,000
9154.8	Industrial Hygiene and Laboratory Services—Extension Responsible Office: Office of Facilities Management—Division of Sustainability and Compliance Description: This is a request to exercise the second of four annual extensions of the contract to provide industrial hygiene services, consulting, and final inspections/approval for asbestos, air sampling, and related projects. Procurement Authority: Annotated Code of Maryland, Education Article § 5-112, and Board Policy DJA, <i>MCPS Procurement Practices and Bid Awards</i> <u>Awardee:</u> (See note on page 11) Yoti N.N. & Associates, Inc., Olney, Maryland*	\$350,000
9159.7	Doors and Window Replacement at Various Facilities—Extension Responsible Office: Office of Facilities Management—Division of Design and Construction Description: This is a request to exercise the second of four annual extensions of the contract for the purchase of door and window replacements at various facilities. Procurement Authority: Annotated Code of Maryland, Education Article § 5-112, and Board Policy DJA, <i>MCPS Procurement Practices and Bid Awards</i> <u>Awardee:</u> Metro Metal Services, Inc., Flintstone, Maryland	\$950,000
9182.9	Concrete Removal and Replacement at Various Facilities—Extension Responsible Office: Office of Facilities Management—Division of Design and Construction Description: This is a request to exercise the second of four annual extensions of the contract for concrete removal and replacement at various facilities. Procurement Authority: Annotated Code of Maryland, Education Article § 5-112, and Board Policy DJA, <i>MCPS Procurement Practices and Bid Awards</i> <u>Awardees:</u> (See note on page 11) D&F Construction, Inc., Forestville, Maryland*	

	E&R Services, Inc., Lanham, Maryland*
	Espina Paving, Inc., Woodbridge, Virginia
	Walker Willis Corp., Sandy Spring, Maryland
	Total
	\$750,000
9450.3	HVAC, Pipe Insulation Replacement at Various Locations—Extension Responsible Office: Office of Facilities Management—Division of Sustainability and Compliance Description: This is a request to approve the second extension of the annual contract to replace pipe insulation with suspected mold in schools and offices. Procurement Authority: Annotated Code of Maryland, Education Article § 5-112, and Board Policy DJA, <i>MCPS Procurement Practices and Bid Awards</i> <u>Awardees:</u> (See note on page 11) Goel Services, Inc., Washington, District of Columbia* M&M Welding and Fabricators, Inc., Mount Airy, Maryland* Southern Insulation, Inc., Hyattsville, Maryland Total
	\$300,000
9457.2	Provide Medical Services, Alcohol/Drug Testing, and Physicals for Staff, School Bus, and Vehicle Drivers—Extension Responsible Offices: Office of Human Resources and Development, Office of District Operations—Office of Facilities Management Description: This is a request to exercise the first of four possible annual extensions of the contract to provide medical services, alcohol/drug testing, and physicals for staff, school bus and vehicle drivers. Procurement Authority: Annotated Code of Maryland, Education Article § 5-112, and Board Policy DJA, <i>MCPS Procurement Practices and Bid Awards</i> <u>Awardees:</u> (See note on page 11) All Day Medical Care Clinic, LLC, Belfast, Maine, Local Affiliate, Gaithersburg, Maryland Briggs Chaney Walk-In Clinic, LLC, Silver Spring, Maryland Frederick Health Employer Solutions, LLC, Frederick, Maryland Medical Access PC, dba Tru Urgent Care DMV, Germantown, Maryland*

	White Glove Drug & Alcohol Testing, Inc., Severna Park, Maryland*	
	Total	\$150,000
9463.2	Commercial Kitchen Equipment Repair Parts Responsible Office: Office of Facilities Management—Division of Maintenance and Operations Description: This is a request to approve the new annual contract for the purchase and delivery of commercial kitchen equipment repair parts used by the Division of Maintenance and Operations. Procurement Authority: Annotated Code of Maryland, Education Article § 5-112, and Board Policy DJA	
	<u>Awardees:</u> Capp, Inc., Clifton Heights, Pennsylvania Parts Town, LLC, Addison, Illinois The Electric Motor Repair Company, Rosedale, Maryland	
	Total	\$52,800
9732.3	Radon Diagnostic, Test and Mitigation Services at Various Facilities—Extension Responsible Office: Office of Facilities Management—Division of Sustainability and Compliance Description: This is a request to exercise the first extension of the annual contract for Radon Diagnostic, Test and Mitigation Services at various facilities used by the Division of Sustainability and Compliance. Procurement Authority: Annotated Code of Maryland, Education Article § 5-112, and Board Policy DJA, <i>MCPS Procurement Practices and Bid Awards</i>	
	<u>Awardee:</u> Radon Abatement Services, Silver Spring, Maryland	\$100,000
9744.2	Sports Wood Flooring System at Various Facilities—Extension Responsible Office: Office of Facilities Management—Division of Design and Construction Description: This is a request to add a vendor to the current contract. Present project demands exceed current vendor capacity, necessitating the need for an additional vendor and funding.	

Procurement Authority: Annotated Code of Maryland,
Education Article § 5-112, and Board Policy DJA, *MCPS*
Procurement Practices and Bid Awards

Awardee:

Miller Flooring Company, West Chester, Pennsylvania \$200,000

9746.2 Plumbing Contractor Services at Various
Facilities—Extension
Responsible Office: Office of Facilities
Management—Division of Design and Construction
Description: This is a request to exercise the second of four
annual extensions for the purchase of plumbing contractor
services at various facilities.
Procurement Authority: Annotated Code of Maryland,
Education Article § 5-112, and Board Policy DJA, *MCPS*
Procurement Practices and Bid Awards

Awardees: (See note on page 11)

Denver-Elek Inc., Essex, Maryland
JPG Plumbing and Mechanical, Inc., Jessup, Maryland
Magnolia Plumbing Inc., Washington, District of Columbia
Mallick Plumbing & Heating, Inc., Gaithersburg, Maryland
RSC Electrical & Mechanical Contractors, Inc.,
Fairmount Heights, Michigan*
Total

\$300,000

9747.2 Carpenter Contractor Services at Various
Facilities—Extension
Responsible Office: Office of Facilities
Management—Division of Design and Construction
Description: This is a request to exercise the second of four
annual extensions of the contract for the purchase of
carpenter contractor services at various facilities.
Procurement Authority: Annotated Code of Maryland,
Education Article § 5-112, and Board Policy DJA, *MCPS*
Procurement Practices and Bid Awards

Awardees: (See note on page 11)

Colossal Contractors, Inc., Burtonsville, Maryland*
E.A.R.N. Contractors, Inc., Gaithersburg, Maryland*
Unisource Services, LLC, Spencerville, Maryland*
Total

\$350,000

9753.1	Public Safety Radio Amplification System Inspection/Testing and Services/Repair—Extension Responsible Office: Office of Facilities Management—Division of Sustainability and Compliance Description: This is a request to exercise the final annual extension of the contract for mandated annual inspections, testing, and service of public safety radio amplification systems in schools and/or offices in compliance with Montgomery County Code Requirements. Procurement Authority: Annotated Code of Maryland, Education Article § 5-112, and Board Policy DJA, <i>MCPS Procurement Practices and Bid Awards</i> <u>Awardee:</u> Mobile Communications America, Inc., Manassas, Virginia	\$171,000
TOTAL PROCUREMENT CONTRACTS \$25,000 OR MORE		\$7,817,897

*Denotes Minority-, Female-, or Disabled-owned Business

Note: Contract amounts will be based on individual requirements.

Formal bids and request for proposals (RFPs) were obtained and evaluated by the Division of Procurement, Office of Finance, in consultation with the users. The tabulations, cost comparisons, and budget account verifications are available in the Division of Procurement files. Summary information about vendors that receive payments of \$25,000 or more during a fiscal year, July 1 through June 30 of the following year, is available in the Funding Accountability and Transparency [database](#) on the MCPS website. The information identifying vendors by names and locations is the information submitted on the Internal Revenue Service Form W-9 with local affiliates noted as applicable.

TWT:IAW:RR:amd

Attachment

Bid Activity Report
May 8, 2025

Attachment

BID/RFP No.	BID/RFP NAME	No. of Vendors Mailed	No. MFD Vendors Mailed	Total No. of Bids Received	Total No. of MFD Bids Received	Total No. of Bids Awarded	Total No. of MFD Contracts Awarded
GS-35F-0765R	Information Technology Equipment, Software & Services—Extension	Bridge Through General Services Administration					
IFB No. 019-20	Third Party Qualified Elevator Inspection Services for Conveyance System—Extension	Bridge Through Prince George's County Public Schools					
NTA-500-24-002	Inspection, Maintenance, Repair, and Installation, for Bleachers and Stadium Seating—Extension	Bridge Through Baltimore County Public Schools					
R230305	Educational School Supplies, Instructional Solutions, and Related Products—Extension	Bridge Through OMNIA Partners Region 4 ESC-TX					
085.24.B2	Gym Equipment and Bleacher Inspection	Bridge Through Howard County Public Schools					
4026.8	Paint and Paint Sundries	2	0	2	0	2	0
4050.10	Clocks—Extension	3	0	1	0	1	0
4100.9	Fire Alarm Parts—Extension	11	2	2	0	1	0
4118.7	Industrial V Belts—Extension	13	2	1	0	1	0
7006.10	Hand-Held Calculators and CBL Data Collection Systems	2	0	2	0	2	0
7076.9	Automotive Shop Equipment, Repair, Service and Parts	10	1	2	0	2	0
7114.7	Bus Wash Chemicals—Extension	16	5	4	1	1	0
7118.11	Heavy Equipment, Tractor and Mower Parts—Extension	14	1	3	0	2	0
7313.1	Remanufactured Toner Cartridges—Extension	15	5	11	4	3	0
9016.9	Electrical Supplies and Equipment	12	3	2	0	2	0

Bid Activity Report
May 8, 2025

Attachment

BID/RFP No.	BID/RFP NAME	No. of Vendors Mailed	No. MFD Vendors Mailed	Total No. of Bids Received	Total No. of MFD Bids Received	Total No. of Bids Awarded	Total No. of MFD Contracts Awarded
9051.10	Athletic, Cheerleader, and Pom Pon—Uniform—Extension	10	1	5	0	5	0
9137.6	Products for Summer Food Program—Extension	24	3	17	3	7	2
9154.8	Industrial Hygiene and Laboratory Services—Extension	35	2	9	1	1	1
9159.7	Doors and Window Replacement at Various Facilities—Extension	19	9	1	0	1	0
9182.9	Concrete Removal and Replacement at Various Facilities—Extension	25	16	8	6	4	2
9450.3	HVAC, Pipe Insulation Replacement at Various Locations—Extension	15	5	4	1	3	2
9457.2	Provide Medical Services, Alcohol/Drug Testing, and Physicals for Staff, School Bus, and Vehicle Drivers—Extension	12	2	5	2	5	2
9463.2	Commercial Kitchen Equipment Repair Parts	12	1	3	0	2	0
9464.2	Filters for Heating Ventilation and Air Conditioning (HVAC)—Extension	11	2	4	1	3	1
9618.5	Restroom Renovations and Designed ADA Upgrades at Various Facilities—Extension	38	25	8	0	4	3
9637.6	Fire Alarm Replacement and Services at Various Locations	29	5	3	0	3	0
9732.3	Radon Diagnostic, Test and Mitigation Services at Various Facilities—Extension	23	0	1	0	1	0
9744.2	Sports Wood Flooring System at Various Facilities—Extension	2	0	2	0	3	0

Bid Activity Report
May 8, 2025

Attachment

BID/RFP No.	BID/RFP NAME	No. of Vendors Mailed	No. MFD Vendors Mailed	Total No. of Bids Received	Total No. of MFD Bids Received	Total No. of Bids Awarded	Total No. of MFD Contracts Awarded
9745.2	Masonry, Waterproofing, Retaining Walls and Similar Repairs and Replacements at Various Facilities—Extension	27	13	3	2	3	2
9746.2	Plumbing Contractor Services at Various Facilities—Extension	8	2	5	1	5	1
9747.2	Carpenter Contractor Services at Various Facilities—Extension	15	12	11	6	3	3
9753.1	Public Safety Radio Amplification System Inspection/Testing and Services/Repair—Extension	15	0	3	0	1	0

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

INVITATION FOR BID #9747.2

CARPENTER CONTRACTOR SERVICES AT VARIOUS FACILITIES

GENERAL CONDITIONS AND SPECIFICATIONS

I. GENERAL CONDITIONS

A. SCOPE

The work includes providing all labor and materials to perform various carpenter services and repair tasks as may be required, including but not limited to the installation and repairs of components related to carpentry trade. Work will be performed at various facilities throughout Montgomery County Public Schools (MCPS) as requested.

B. INTENT

1. It is the intent of this bid to secure all-inclusive cost for hourly labor rates and materials to fully cover all required labor and materials to perform general carpentry trade, including but not limited to repairs and installation of various carpentry trade type projects as requested by MCPS and specified herein. It is the intent to award to various contractors that will be required to make a comprehensive inspection of each work site and submit a firm proposal. Once all responses are received and reviewed by MCPS, the awarded contractor offering the lowest price will be awarded the project. The project will begin and must be completed within the time frame approved by MCPS and indicated on the proposal. **Successful Contractor(s) will be required to submit the Asbestos Free Verification Form as applicable and required herein. See General Conditions Section M and APPENDIX F.**
2. **Bid prices offered shall be all-inclusive, including but not limited to, labor, equipment and miscellaneous materials to satisfy all specification requirements. All 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 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 requirement 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 multiple qualified Contractors submitting the most favorable unit prices with consideration being given to any previous performance for the 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 Board of Education reserves the right to make awards according to the best interest of the Board of Education of Montgomery County, Maryland. **Awards are contingent upon availability of funds.**

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

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

D. SITE INSPECTION

The successful Contractor(s) shall inspect the work sites, take measurements and develop proposals. The Contractor(s) must report to the main office to contact the building service manager prior to inspection. When the proposal has been submitted and received, it shall be understood that the work site has been inspected and that the Contractor is aware of the needs and conditions under which the work is to be accomplished. **Failure to do so will not relieve the successful Contractor of the obligation to furnish all materials and labor necessary to fully carry out the provisions of the contract document.**

E. SCHEDULE

1. **Completion dates shall be identified on each Contractor's proposal.** A purchase order issued and signed by the director of the Division of Procurement will be the Contractor's authorization to proceed with an approved proposal. Scheduling of work must receive prior approval of the MCPS Coordinator. All work is to be totally completed on or before the stated completion date identified and accepted on each proposal. This includes but is not limited to, final inspections by MCPS staff, all cleaning task, punch-out work, etc. Late charges will be deducted for failure to meet any target dates without an MCPS approved extension. **Late charges will be deducted for failure to meet any target dates without an MCPS approved extension (See "Late Charges for Failure to Complete on Time" under Contract Administration.)**

2. Normal Work Period

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

3. The Contractor shall maintain an adequate labor force on the work site from the start of the project until the completion in order to satisfy the schedule. MCPS expects the work to proceed uninterrupted with regards to labor and material availability. The Contractor shall inventory materials as they are received from the manufacturer and not wait until work is under way to determine if inventory is sufficient.

F. CONTRACT TERM

The term of contract shall be for one year as stipulated on the Invitation for Bid. However, the contract may not begin until one day after approval by the Board of Education and shall 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 bidder 90 days prior to the expiration of the original contract. The bidder will have ten days from date of notification to return the notice acknowledging its intent to accept or reject the extension. Once all responses are evaluated, MCPS staff may make a recommendation to the Board of Education to extend the contract or decide to re-bid. If the contract is extended a contract amendment will be issued.

G. QUANTITIES

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

H. PROVISION FOR PRICE ADJUSTMENT

1. Price increases will not be considered for the first year of this contract. Thereafter the successful bidder must submit a written request for price relief. Adjustments will be based upon the Consumer Price Index (CPI), specifically, the All Consumers Index, published by the U.S. Department of Labor, Bureau of Labor Statistics, for the Washington, D.C., Metropolitan Area and shall not exceed 75% of the percentage change of January 1 CPI's, rounded to the nearest tenth of a percentage. MCPS reserves the right to accept or reject the request as may be determined to be in the best interest of MCPS. Any orders prior to a request for price increase shall be honored at the original contract price. If a price increase is accepted a contract amendment will be issued.
2. Unit prices quoted herein are subject to price adjustment downward in accordance with decreases in prices announced by the manufacturer of the subject item any time after the bid opening date. Recommendation for awards, however, shall be made based on the original submission only.

I. MCPS EMERGENCY/CRISIS PROCEDURES, SHELTER/LOCKDOWN

Emergency/ Crisis Procedure Information

1. In the event of an emergency/crisis incident while working in an MCPS facility, the Contractor and/or their representative(s) shall be required to adhere to the established

MCPS procedures and school administrative guidelines during such an occurrence.

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

J. WARRANTY/SERVICES/REPAIR

1. The specifications require that workmanship and materials shall be warranty/guarantee for two years. Final payment will be made once the installation is completed and accepted by MCPS. The warranty shall begin from the date the MCPS Project Coordinator approved and signed 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 a bidder to provide satisfactory warranty service to MCPS shall 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.

K. BRAND NAMES

1. Commodity descriptions that state "Only a specified brand will be considered" are brands that have been evaluated and tested for inclusion of this bid and are the only brands acceptable at this time. **No substitutions will be accepted.** Other brands will be evaluated by MCPS if materials are submitted at no cost to MCPS. 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 workdays to complete; therefore, your samples/materials for testing may be approved for future bids if the evaluation is satisfactory. The process of evaluation is intended for larger types of equipment and/or components i.e. bleachers, elevators, lockers flooring, roofing systems, and PA Systems.**
2. The brand name, code or model number on each item being offered, even if bidding the specified brand shall be provided. If a brand and code or model number is not shown your bid may not be considered.
3. If an item specification shows code or model numbers that have been discontinued, the bidder shall state so and indicate the current code or model number.

L. MATERIALS

Materials to be used in the performance of this contract shall be new and 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 delivering and the Contractor shall supply sufficient information to allow evaluation.

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

The Contractor shall provide required laboratory analysis report(s) and a completed "Asbestos Free Material Verification Form" herein (see **APPENDIX F**) **within 15 working days** after receipt of the "Pre-Award Notification" letter for each listed product required in the execution of the scope of work.

2. Existing Asbestos Materials

MCPS shall be responsible for all asbestos abatement tasks as may be required regarding existing materials on site. Any questions concerning asbestos materials shall be directed to the Environmental Team Leader at 240-740-2324.

N. DESCRIPTIVE LITERATURE

The apparent successful bidder may be required to furnish, **within two working days** after Pre-Award Notice, 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 sequentially 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 bidder shall supply manufacturers 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 are requested. The cover page of each copy must be clearly marked original or copy. Bidder(s) may wish to reproduce and retain an additional copy for their files.

2. Quotation Form (Pages 1-4)

- a. Quotations are to be entered on the Quotation Form supplied under **APPENDIX H. 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. Once the contract is approved by the Board of Education, terms and conditions of the solicitation shall prevail throughout the contract term.

3. Addenda/Errata

Changes and addenda to a solicitation may occur prior to the bid opening date and time. It is the bidder's responsibility to check the MCPS website under event calendar

<http://www.montgomeryschoolsmd.org/departments/procurement/> or contact the Division of Procurement by fax 301-279-3172 or email procurement@mcpsmd.org, to confirm that they have all addenda/errata. **Failure to acknowledge addenda/errata on the form may result in a bid being deemed non-responsive and consequently rejected.**

4. Minority Business Enterprise in Public Schools

Attachment A and B of the MBE PROCEDURE (**APPENDIX A**) reflecting minimum 10% MBE participation shall be submitted with your bid. (See Section II Contract Administration” for additional MBE information) **Failure to supply as specified may disqualify your bid response.**

5. License/Certifications

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

General Requirement: The contractor shall possess a current “State of Maryland” **Construction Business License. This is considered “TAX LIABILITY” License 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 License.**

- b. Construction Business License: This type of business license is issued through the County or Baltimore City, or the Clerk of the Circuit Court in which your business is located within the State of Maryland. Contact the State License Bureau <http://www.marylandtaxes.com/> or at 410-260-6240 for additional information as required.

The Contractor shall have a State of Maryland Contractor License and have a minimum of five years of experience and have been in business for a minimum of five years. **A COPY OF THE STATE OF MARYLAND CONTRACTOR LICENSE AND WRITTEN CERTIFICATION OF EXPERIENCE AND YEARS IN BUSINESS MUST BE SUBMITTED WITH BID PROPOSAL.** *Failure to supply as specified may disqualify your bid response.*

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

ALL MCPS contracts must include the following provisions:

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

Maryland Law requires that any person who enters into a contract with a county board of education “may not knowingly employ an individual to work at a school” if the individual is a registered sex offender. Under § 11-722 of the Criminal Procedure Article of the Maryland Code, an employer who violates this requirement is guilty

of a misdemeanor and, if convicted, may be subject to up to five years imprisonment and/or a \$5000 fine.

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

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

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

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

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

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

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

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

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

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

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

Q. EMARYLAND MARKETPLACE ADVANTAGE REGISTRATION

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

R. BID SECURITY (To be submitted with bid)

1. SURETY STATEMENT

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

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

We are prepared to provide, 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.

S. 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 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 for the MCPS Division of Procurement is <http://www.montgomeryschoolsmd.org/departments/procurement/vendors.aspx>.

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 or email to resolve and receive clarification with copies to Laly Bowers, Buyer, II and the MCPS Capital Improvement Contracting Supervisor.

T. REFERENCES

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

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

U. AWARD CRITERIA

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

V. SPECIAL CONDITIONS

1. Audit Provisions – MCPS shall have the right to examine the successful bidder records pertaining to work performed under the contract to determine and verify their compliance with all contractual conditions. MCPS shall be granted access to such records at all reasonable times during the contract period and for three years thereafter.
2. Contingent Fee – The successful bidder hereby represents that they have not retained anyone to solicit or secure this contract from MCPS upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for bona fide employees or bona fide established commercial selling agencies maintained by the person so representing for the purpose of securing business, or any attorney rendering professional legal services consistent with applicable canons of ethics.
3. Assignments – Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the successful bidder except as expressly authorized in writing by MCPS and no contract shall be made by the successful bidder with any other party for

furnishing any of the work or services herein contracted for without the written approval of MCPS.

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

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

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

B. CONTRACT SECURITY

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

C. POST BID SUBMISSIONS

1. The apparent low bidder may be required to supply **within forty-eight (48) hours** after MCPS requests, 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 time for contractor evaluation. **Failure to supply a copy as specified may disqualify your bid proposal.**
2. Sub-Contractors
 - a. MCPS must approve all sub-contracting work in advance; the prime contractor shall supply MCPS with the rationale for requesting sub-contracting. It is MCPS' intent that the contractor has the in-house resources to perform the primary task and only sub-contract secondary task(s) which they do not specialize in, appropriately, e.g., electrical, mechanical and/or plumbing, etc. The contractor shall supply a complete list of all sub-contractors and the cost of their work for the evaluation by MCPS. This list must be submitted within two workdays after MCPS makes the request. **Failure to do so will be grounds for termination of your contract.** The Contractor shall be responsible for assuring that all proposed sub-contractors are in good

standing with MCPS and have been in business for five years and have a minimum of five years' experience, performing the type of work they will be performing under this contract and possess appropriate licensing.

- b. MCPS shall notify the Contractor **in writing** if, after due investigation, there is reasonable objection to any of the proposed sub-contractors. Failure of MCPS to make objection to any proposed sub-contractor shall constitute notice of no objection. Each sub-contractor may be required to furnish to MCPS, in duplicate, proof of their financial stability and experience to perform the particular work for which they will be engaged. All contractual agreements between the contractor and their sub-contractors shall be written, unamended, on the Standard Form of Agreement between Contractor and sub-contractor, AIA Document A401 (most recent Edition). Upon request the Contractor shall supply copies of this contract to MCPS **within five workdays**.
- c. MCPS acceptance of sub-contractors in no way relieves the Contractor from being responsible for the total and complete performance of the work for the project: i.e., failures of the Sub-Contractors to satisfactory perform the work in timely fashion is the Contractor's responsibility and not that of MCPS.

3. Minority Business Enterprise (MBE) 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 **10% MBE goal set** for this bid. On future state funded project(s) that may be performed under this bid, that exceed \$50,000. 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(s).
- c. Refer to the document, MINORITY BUSINESS ENTERPRISE PROCEDURES, September 22, 2008, included with this bid solicitation package under **APPENDIX A**.
- d. The Certified MBE Utilization and Fair Solicitation Affidavit (Attachment A) and the MBE Participation Schedule (Attachment B) located herein under **APPENDIX A, must be completed and submitted with the bid proposal** identifying the bidder's specific commitment of certified minority business **even when the MBE goal is 0%**. ***Failure to supply as specified will disqualify your bid proposal.***
- e. MCPS expect all bidders to make a good faith effort to meet or exceed the established MBE goal for this invitation to Bid. MCPS will NOT grant MBE waivers without

sufficient support documentation that clearly substantiates that the bidder has made a sincere good faith effort to meet the MBE requirement. There will be an extensive effort required on the part of the bidder to ensure compliance with the MBE procedures to rationalize a review of an MCPS waiver request.

- f. Contact the MCPS MBE Liaison, Mrs. Donna Hanson, at 240-314-1031; regarding any other MBE procedure questions. Current listing of the MBE certified Contractors can be obtained at http://mbe.mdot.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 bidder shall submit an actual certificate of insurance made in favor of MCPS within five workdays after an award of contract.

b. Additional Insurance

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

c. Policy Cancellation/Certificate Holder

- 1) Sixty (60) days written notice of cancellation or material change in any of the policies is required.
- 2) The Procurement Unit, Montgomery County of Board of Education shall be the insurance certificate holder.

5. Invoicing

- a. Contractor shall submit invoices to the MCPS Project Coordinator, Division of Design and Construction, preferred electronically via email or regular mail to the Project Coordinator, 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 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 A, Attachment G**). **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 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 proposal cost. The remaining balance will be paid upon MCPS acceptance of the project as being 100% complete and in compliance with specifications. MCPS will refrain from making any partial payments if, in MCPS opinion, the project falls behind schedule. MCPS may resume making partial payments once all delays have been overcome and the project is back on schedule. Final payment shall be made after the project is complete in all detail as specified and accepted by MCPS Project Coordinator.
- d. Partial payment invoices shall be accompanied by a schedule of values allocated to various portions of the work (similar to AIA Document's 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, pay all fees, and certify that other required permits have been obtained prior to commencing work. Upon completion of all work obtain all certificates of inspection 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.

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 bid solicitation package under **APPENDIX B**. This form shall be completed after the Contractor has received payments from MCPS exceeding the amount of the State funding. At the time of the contract award, the Contractor shall be informed of the actual dollar amount being funded by the State for the project. Once the Contractor has received payment from MCPS exceeding this amount, the Contractor shall have 10 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 EXCEEDS \$100,000.** The Contractor shall supply and install the sign specified herein in **APPENDIX C** on the project site. The Contractor has the option of making a specified sign or obtaining the sign from a State Agency, MCE Sign Platt #111 C/O Patuxent Institution, Attn: Charles Behnke, Plant Manager, 7555 Waterloo Road, Jessup, MD 20794, phone number 410-799-5102 or 5103 or via email cwbehnkekk@dpsc.state.md.us. The current price from Maryland Correctional Enterprises for this sign is \$525.00 with lead-time of approximately one week. The

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

E. **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. More detailed information can be found at: <http://www.dsd.state.md.us/comar/AnnotCodeIdx/StateFinIndex.htm> it is the bidder’s responsibility to be in compliance as required if purchasing steel in excess of 10,000 pounds.

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 the Board of Education of Montgomery County, Maryland.

G. **PERFORMANCE**

1. The Contractor shall have on the job site at least one person fluent in English at all times and at least one person who has an MCPS badge at all times.
2. **The Contractor must provide to the MCPS Project Coordinator cellular telephone numbers and email addresses of project managers to allow for day-to-day direct communications.**
3. Work is to be completed in a timely workmanlike manner; fumes, odors, materials, and work procedures will be controlled to protect occupants and property from harm and damage. Contractor shall protect all existing floors (wall to wall), including floor where material is stored or being transported with **Ram Board .375”** thick or MCPS approved equal. **Ram Board** must be kept in good condition or replaced so floors are protected throughout project.
4. The Contractor shall furnish the services of an experienced supervisor, who shall be in charge of the work and 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, so they can receive an MCPS contractor badge.** MCPS Contractor’s badges shall be worn while on-premises. **Contractor’s employees/workers without an MCPS contractor badge may be denied entry; however, if entry is granted** contractors will be required to check in daily at the

facility's main office to obtain a visitor badge. These badges must be returned to MCPS daily. All Contractors employees must wear a badge while on site.

- b) Use of any form of tobacco products, liquor and/or illegal drugs are not permitted in MCPS buildings and on grounds.
 - c) Are not to routinely use facility equipment and buildings, i.e., telephone, lounges, toilet rooms, parking lots, etc. The MCPS Project Coordinator will designate such facilities authorized for Contractor use.
6. All work shall be scheduled to the mutual satisfaction of the School Administration and the MCPS Project Coordinator to avoid conflicts with school activities.
 7. The building is expected to be occupied throughout the stated contract time period allowed for this work to be done. The Contractor shall take all required safety precautions during the duration of project. **Contractors shall secure all openings, at the end of the work day, during projects.**
 8. Work area must be left clean and ready for use after work is completed. The Contractor shall remove all debris generated from the premises daily, adhering to **Montgomery County Executive Regulation No. 1-15 AM-Residential and Commercial Recycling, COMCOR 48.00.03 Solid Waste and Recycling**. The Contractor shall keep track of all trash and 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 johnmeyerIII@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 Standard must be followed. all welding related portion of this contract shall be in-compliance with FM Global requirements.
 10. Contractor shall restore, patch and repaint areas that components were removed from existing structure to match exist finish.
 11. Upon completion of all work, repair any interior damage as well as exterior damage such as, lawns, landscaping, fences, roads, curbs, sidewalks, parking areas damaged or any other damages that are as a result of the work; restoring damaged items to condition as good as existed prior to damaging. Damaged lawns shall be repaired; fill ruts and holes with top soil apply one step Hydro-seed containing cellulose or wood fiber fertilizer and grass seed, damaged shrubs and trees shall be replaced.
 12. **Failure to perform in accordance with MCPS specifications and industry standards may result in the Contractor being removed from the approved bidder list to participate in future Invitation to Bid for a period of two years.**

H. CHANGES IN THE WORK

- Should it be desired to make alterations or changes at any time during the progress of the work or to add to or delete work, MCPS shall have the undisputed right to make such changes, additions, omissions, or alterations by written order. An MCPS CHANGE ORDER FORM under **APPENDIX E** must be completed and signed by both MCPS and Contractor's authorized representative as identified on the form. **All Change Order Forms, Proposals and other supporting documentation relating to additional work must be supplied to the MCPS Project Coordinator within one week from the time the Change Order need is identified. No cost changes to contract will be paid without a complete 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, with an explanation of justification. Using project change orders as rationale for not completing on time will not be accepted without an MCPS approved extension. If additional work is performed without MCPS written authorization, the Contractor will be subject to reversing said work, or work and/or materials shall remain in place at no cost to MCPS. This shall be solely at MCPS' discretion.
- The allowable, all inclusive mark-up for combined supervision, overhead, bonds, fringe benefits, union fees, equipment, tools and profit for work performed by the prime Contractor will be based on the monetary value of the work not to exceed the following rates:

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

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

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

I. LATE CHARGES FOR FAILURE TO COMPLETE ON TIME

- MCPS shall retain \$500.00 per each calendar day of delay beyond the completion date(s) stipulated on each proposal, for the first five days. MCPS shall retain \$1,000.00 for each calendar day thereafter. The late charges shall be assessed by MCPS as a result of the late completion. This shall apply if the Contractor fails to meet any specified target date as

identified on each proposal 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 staff overtime as required.
5. The MCPS Contract Officer will review requests for extension of completion time due to strikes, lack of materials, and/or any other condition, over which the Contractor has no control. Written application for extension shall be made immediately upon occurrence of conditions that, in the opinion of the Contractor requires such an extension, with reason clearly stated and detailed proof for each such delay. The delay of MCPS issuing a purchase order does not automatically alter any completion dates. If in the Contractor's view the delay of 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 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 depending on the individual working. This rate is estimated and could either be more or less than the quoted overtime rate. All overtime work must be requested **in writing** to the MCPS Project Coordinator, at least 48 hours in advance. This will allow MCPS staff sufficient time to coordinate the required building service staff participation. The Overtime Reimbursement Agreement under **APPENDIX G** must be completed and signed by MCPS and the Contractor before work is to be performed. The request must identify the dates and times the Contractor

proposes to work. Without written request and Overtime Reimbursement Agreement, MCPS will not approve any overtime.

K. MCPS CONTRACT OFFICE SUPERVISOR/PROJECT COORDINATOR

1. The Capital Improvement Contracting Office Supervisor will represent MCPS in the execution of this contract. No changes in contract conditions or specifications will be made without the Contracting Office Supervisor's approval and authorization by the Director of the Division of Procurement.
2. After the award a MCPS Project Coordinator will be assign 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 schedules;
 - i) Recommend contract modifications or terminations to the MCPS Contract Office Supervisor, copy to the Division of Procurement;
 - j) Issue notices to the Contractor to proceed with the project after receiving signed change order as required.
4. The MCPS Project Coordinator is NOT authorized to make determination, as opposed to recommendations, that alter, modify, terminate or cancel the contract, affect procurement, interpret ambiguities in the contract language, or waive MCPS contractual rights.

L. QUALITY ASSURANCE

1. The intent of the following specifications is to establish quality standards and experience requirements for the installation of all various commercial carpentry type contracting work including but not limited, custom cabinetry and wood work, etc. in MCPS facilities as required by MCPS.

2. The Contractor must be regularly engaged in the type of work to be performed as specified herein and has a minimum of five years experience. Appropriate licensed trade persons shall perform all trade work. A copy of these licenses must be submitted to the MCPS Project Coordinator prior to performing any work.

M. PROJECT CLOSE-OUT

1. Initial Installation Punch-out
 - a) The Contractor shall notify the MCPS Project Coordinator **in writing** that the work is ready for punch-out inspection. Punch-out shall occur sufficiently in advance of the installation **completion date as specified on the proposal**, to afford the Contractor time to rectify punch list corrections. Before calling for a punch-out, all installations 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 is entitled to one punch-out inspection and one final inspection for each installation.** Any additional inspections 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.
3. 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.**

III. DETAILED SPECIFICATIONS**A. INTENT**

The successful Contractor(s) shall be required to supply/furnish all labor/materials to perform general carpentry repairs, replace and install various commercial carpentry components, including installations and repairs cabinet, drywall and various carpenter type projects. The Contractor(s) may be called upon to provide a supplemental resource to the MCPS carpenters for carpentry type projects. MCPS reserves the right to provide materials for some projects, however this will be non-typical.

B. SCOPE

The scope of work under this bid is to perform general carpentry work at various locations (approximately 220 schools and offices) throughout Montgomery County Public Schools (MCPS). The work is typical for a carpentry contractor with experienced licensed carpenters and will include, but is not limited to, the following;

1. Provide skilled and non-skilled labor service to complete specific projects in conjunction with fire code corrections, renovations, additions, demolition, fire damage, and modifications at MCPS facilities as requested. Within the scope of this work the awarded Contractor(s) would be responsible for providing the labor, material and supervision to complete all project as specified in a timely fashion.
2. No work shall be performed without the authorization of the MCPS Project Coordinator. This includes work that is initiated by any other persons such as school, office, PTA, organization staff, or any other individuals. Any work inappropriately authorized and performed without the MCPS, Project Coordinators authorization will be removed and or remain in place at no cost to MCPS at MCPS discretion.
3. Respond to a request for proposal for individual projects within 48 hours or as determined by the MCPS Project Coordinator.
4. Provide proper supervision for all personnel at the site.
5. Provide licensed, experienced and properly trained personnel.
6. Provide materials to complete the project utilizing the specifications and/or MCPS approval of substitutions.
7. Provide any and all equipment necessary to perform various tasks this should be included in the proposal.

8. Perform all work with minimal disruptions and inconvenience to MCPS students and staff. Coordinate all scheduling of work with the designated MCPS Project Coordinator. All disruptions to the normal facility operations such as power outages shall be scheduled well in advance with the MCPS Project Coordinator.
9. Protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation at all times during the course of each project. Any property or incidentals damaged during the course of the work shall be repaired or replaced to the satisfaction of MCPS.
10. Ensure that all employees report to the main office to sign-in and sign-out. In the event of three or more individuals, the lead employee may act on behalf of the company. All employees shall wear a company badge and/or uniform while working within the building that plainly identifies the company.
11. Removing all debris from the site and clean affected areas and properly disposing of debris daily. The Contractor(s) shall keep the premises free of debris and unusable materials resulting from their work and shall leave all affected areas as they were prior to the beginning of the work.
12. Take all actions necessary to safeguard their own materials, tools, and equipment. MCPS shall not assume any responsibility for vandalism and/or theft of materials, tools and/or equipment.
13. Perform all work in compliance with the various safety authorized/organizations such as but not limited to; OSHA, MOSHA, AHERA, local codes and regulations and MCPS.
14. Perform carpentry repairs work at MCPS facilities as requested. This will include, but not limited to:
 - a. Troubleshoot the Problem

Identify the cause of the problem, the components affected, and perform the repairs and installations in a professional and timely manner.
 - b. Associated Work

It is the responsibility of the Contractor(s) to provide for and coordinate the work of any other trade, as required to complete their work. MCPS must be notified if another trade is required to facilitate and/or complete the work prior to them being brought on site.
 - c. Obtain all required permits and pay all fees. Make application of behalf of MCPS as their representative.

C. SPECIAL QUALIFICATIONS

Bidder's that have a minimum of 5 years' experience as a carpenter contractor. **BIDDER MUST PROVIDE WRITTEN CERTIFICATION OF EXPERIENCE AND KNOWLEDGE WITH THEIR BID SUBMISSION**

D. PERMITS

MCPS will pay for permits when required for work under this contract. However, the Contractor(s) is required to file for all permits and to have inspections required by Montgomery County or authority having final jurisdiction. The Contractor(s) is responsible to meet all building and/or life safety codes as required by all authorities having jurisdiction.

E. CUTTING AND PATCHING

1. The Contractor shall be responsible for cutting through floor slabs or walls as necessary to perform their work. Extreme care must be exercised to avoid damage to the existing structure. The Contractor shall be held financially liable for any damage incurred as a result of their work.
2. All surfaces altered or damaged by the Contractor shall be restored to its original condition, including ceiling, walls, partitions and floors following MCPS approved methods and to the satisfaction of the MCPS Project Coordinator.

F. ELECTRIC POWER AND LIGHT

The Contractor may use, free of charge for the purpose of their work under this contract only, the electricity available in the buildings. Any extensions necessary from the existing outlets and for correcting any outages or malfunctions caused by such use are the responsibility of the Contractor.

G. Project Work Safety Plans

Contractor shall submit work project safety plans for all project coordinator before the start of any work. All work safety plan shall be in accordance with all Federal, State of Maryland and Montgomery County Government laws and requirements.

APPENDIX A

SECTION 00801 – MINORITY BUSINESS ENTERPRISE PROCEDURES

MINORITY BUSINESS ENTERPRISE PROCEDURES FOR STATE FUNDED PUBLIC SCHOOL CONSTRUCTION PROJECTS

Revised JUNE 2008

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

These procedures supersede the latest procedures which were previously approved July 6, 2005.

**DATE OF ORIGINAL APPROVAL: September 22, 2008
DATE OF REVISION: October 14, 2008**

These procedures were approved by the Interagency Committee on School Construction on June 26, 2008, revised October 1, 2017, and shall be utilized by each public school system in Maryland as a condition for the receipt of State funds through the Public School Construction Program.

The effective date for implementation for projects in Montgomery County is October 14, 2017.

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

October 1, 2020

To: All Bidders

From: Donna Hanson, MCPS Minority Business Enterprise

Coordinator Re: Revised MBE Participation Schedule and
Guidelines

Maryland Senate Bill 309

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

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

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

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

*If materials or supplies are purchased from an MBE who is considered a **broker**, bidders cannot apply any portion of the costs of the materials and supplies toward the MBE goal. However, bidders may apply the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees or transaction charges for the delivery of materials and supplies required on a procurement toward MBE contract goals. The fees must be reasonable and not excessive as compared with fees customarily allowed for similar services.*

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

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

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

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

MINORITY BUSINESS ENTERPRISE PROCEDURES FOR STATE FUNDED PUBLIC SCHOOL CONSTRUCTION PROJECTS

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MINORITY BUSINESS ENTERPRISE PROCEDURES FOR STATE FUNDED PUBLIC SCHOOL CONSTRUCTION PROJECTS

BACKGROUND

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

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

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

OVERVIEW

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

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

1.0 PURPOSE

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

2.0 EFFECTIVE DATE

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

3.0 DEFINITIONS

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

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

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

involvement which a minority owner must have in a business for it to be considered eligible, the following examples are put forth, but are not intended to be all inclusive:

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

4.0 MBE GOAL SETTING PROCEDURES

1. The MBE program requires that all race-neutral measures be considered before making use of race-based measures. Using a combination of race-neutral and race-based measures for each specific school construction project will help ensure that certified MBE firms are afforded the opportunity to submit bids and be utilized to the greatest extent possible.
2. Race-neutral measures include any action taken by the LEA to make it easier for all contractors, including MBEs, to compete successfully for public school construction project contracts.
3. Race-based measures include setting an overall MBE goal and MBE subgoals, if applicable, based upon race, gender, ethnicity, etc., for a specific project.
4. The overall MBE goal and the subgoals, if applicable, should be set for each specific project, considering but not limited to, the following factors:
 - a. The extent to which the work to be performed can reasonably be segmented to allow for MBEs to participate in the project;
 - b. A determination of the number of certified MBEs that potentially could perform the identified work;
 - c. The geographic location of the project in relationship to the identified certified MBEs;

- d. Information obtained from other State departments/agencies related to establishing a MBE goal and/or subgoals for similar construction projects or work in the jurisdiction;
 - e. Information obtained from other State departments/agencies related to MBE participation in similar construction projects or work in the jurisdiction; and
 - f. Any other activities or information that may be identified as useful and productive.
5. The superintendent or designee shall establish one or more procurement review groups (PRG). The PRG must include at a minimum the MBE Liaison, and the procurement officer (PO) or a representative from the procurement office. The PRG could also include a capital improvement project manager, the project Architect, the cost estimator, the Construction Manager, and/or other individuals selected by the superintendent or designee.
- a. The PRG should communicate and/or meet as needed to consider the MBE subcontracting goal and subgoals, if applicable, for individual projects or groups of projects.
 - b. The PRG should consider the factors cited in 4 above when establishing the MBE goal and subgoals, if applicable, for each project or segmented piece of a project that are reasonable and attainable.
 - c. The PRG must complete and submit a written analysis for each State-funded school construction project with an estimated cost that is expected to exceed \$200,000.
 - i. For State-funded projects that require review of construction documents (CD), the written analysis shall be submitted with the CD documents to the Department of General Services, and will be reviewed by DGS for submission, appropriate signatures, and correspondence between the goal and subgoals, if applicable, indicated in the analysis and those of the procurement documents
 - ii. For State-funded projects that do not require review of construction documents, the written analysis shall be submitted to the Public School Construction Program, and will be reviewed by the PSCP for submission and appropriate signatures.
 - iii. For locally funded projects that are anticipated to be requested for State approval of planning and funding, the written analysis shall be submitted with the CD documents to the Maryland State Department of Education, and will be reviewed by MSDE for submission, appropriate signatures, and correspondence between the goal and subgoals, if applicable, indicated in the analysis and those of the procurement documents. Submission of this document is a pre-conditions for recommendation for State approval of planning and funding when submitted in an annual CIP.
 - d. For projects estimated to cost between \$50,000 and \$200,000 the same analysis form is to be completed and submitted. This could be a responsibility of the PRG, but could be performed by others as well.
 - i. For State-funded projects that require review of construction documents (CD), the written analysis shall be submitted with the CD documents to the Department of General Services, and will be reviewed by DGS for submission, appropriate signatures, and correspondence between the goal and subgoals, if applicable, indicated in the analysis and those of the procurement documents.
 - ii. For State-funded projects that do not require review of construction documents, the written analysis shall be submitted to the Public School Construction Program, and will be reviews by the PSCP for submission and appropriate signatures.
 - e. If the project cost is estimated to exceed \$200,000, then a copy of the written analysis shall also be sent to GOMA at the same time that the written analysis is submitted to the DGE or PSCP.
 - f. The PRG should consult with local counsel for the Board of Education as needed.
5. It is recognized that by utilizing the factors cited in 4 above, the MBE goal and/or subgoals, if applicable, for a specific project or portion thereof may be significantly higher than the overall goals of the program (25% overall, with 7% from African American-owned businesses and 10% from women-owned businesses). It is also recognized and possible that there will be MBE goals set that are lower than those stated above or even that no MBE goal and/or subgoals will be set for a specific project or the segmented piece of the project.

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

5.0 IMPLEMENTING PROCEDURES - \$50,000 OR LESS

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

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

6.0 IMPLEMENTING PROCEDURES - Over \$50,000

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

1. All advertisements, solicitations, and solicitation documents shall include the following statements:
 - a. "Certified Minority Business Enterprises are encouraged to respond to this solicitation notice."
 - b. "The contractor or supplier who provides materials, supplies, equipment and/or services for this construction project shall attempt to achieve the specific overall MBE goal of ____ percent established for this project. All prime contractors, including certified MBE firms, when submitting bids or proposals as general or prime contractors, are required to attempt to achieve this goal from certified MBE firms."
 - c. If subgoals have been established for this project then one of the following should be included:
 - 1) "The subgoals established for this project are ____ percent from African American-owned businesses and ____ percent from woman-owned businesses."
 - 2) "The subgoal established for this project is ____ percent from African American-owned businesses."
 - 3) "The subgoal established for this project is ____ percent from woman-owned businesses."
 - d. "The bidder or offeror is required to submit with its bid or proposal a completed Attachment A - Certified MBE Utilization and Fair Solicitation Affidavit and Attachment B - MBE Participation Schedule, as described in the solicitation documents."
 - e. If there is no overall MBE goal or MBE subgoals established for the project, then only 1.A. above is to be included.
2. Other Advertisement and Outreach Requirements
 - a. To encourage greater MBE participation the staff of the school system should send out notices of potential projects to MBEs or solicit bids or proposals directly from minority business enterprise contractors that are certified.
 - b. A copy of the solicitation notice, preferably electronically, shall be sent to the Governor's Office of Minority Affairs at the same time the advertisement for the solicitation is released.
 - c. Upon request for a specific project, the school system shall provide one set of drawings and specifications (and addenda when issued) to minority business enterprise associations recognized by the Governor's Office of Minority Affairs. They will be available free of charge to be picked up at a location designated by the LEA. A review of the bid or proposal activity by an association's members may be initiated to justify continuation of this service.
 - d. When a pre-bid or pre-proposal conference is held, the MBE Liaison or designated representative shall explain the MBE goal and subgoals, if applicable; the MBE provisions of the solicitation; the documentation required at the time of submission; its relationship to the responsiveness of the bidder or offeror; how to complete the required attachments, particularly A, B, and C; and additional information and supporting documentation that may be required after the bid or proposal opening. All contractors who attend the pre-bid or pre-proposal conference should receive a list or information explaining how to obtain a listing of certified MBE firms who could perform the work or have expressed an interest in performing the school construction work required for the specific project in the jurisdiction.
 - e. The names of prime contractors obtaining drawings and specifications will be shared with certified MBEs and MBE associations, upon request.
 - f. The MBE liaison, in conjunction with the procurement officer or project staff, should respond to all applicable questions and concerns relating to the project's MBE requirements completely and in a timely fashion to ensure that all potential contractors and subcontractors can compete effectively.
3. All Solicitation Documents Shall Include the Following:
 - a. "Certified Minority Business Enterprises are encouraged to respond to this solicitation notice".
 - b. "The contractor or supplier who provides materials, supplies, equipment and/or services for this construction project shall attempt to achieve the result that a minimum of __ percent of the total contract value is with certified Minority Business Enterprises, with a minimum of __ percent from certified African American-owned businesses, a minimum of __ percent from certified women-owned businesses, and the balance from any certified Minority Business Enterprises. All contractors, including certified MBE firms, when submitting bids or proposals as prime contractors, are required to attempt to achieve the MBE goal and subgoals, if applicable, from certified MBEs". Note: see 6.1.C. above for variations that may be required.

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

- 2) Notification for purposes of this procedure means the earliest of the following methods of communication: orally in person, orally by telephone, orally by a telephone message, a faxed communication, a letter by date received or an electronic communication.
- 3) The ten (10) working days do not include the day the notification is received, weekends or holidays (State or Federal), but the material submitted must be received by the close of business on the tenth day.
- 4) The requirement to submit the above-listed documentation within the time frame specified will be considered by the IAC in its review of the request for contract award for the project. Failure to submit the required documentation within the time frame specified may result in a delay of the approval of the award of the contract, or the materials being returned without the approval of the award of the contract.

4. Waiver Procedures

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

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

5. All Contracts Shall Include The Following:

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

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

6. Projects Utilizing a Construction Manager Delivery Method

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

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

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

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

7.0 RECORDS AND REPORTS

1. The MBE Liaison shall maintain such records as are necessary to confirm compliance with its Minority Business Enterprise Procedures and activities. The records shall be maintained until the project is audited by the Public School Construction Program. These records shall include by project:
 - a. The contractor report submitted at the completion of the project;
 - b. The identity of the minority contractors employed on the project;
 - c. The type of work performed;
 - d. The actual dollar value of the work, services, supplies or equipment; and
 - e. The MBE percentage of the total contract.
2. The MBE Liaison will maintain a record of all waivers approved for each project or solicitation package where the prime contractor was unable to achieve the established overall goal or subgoals, if applicable. The MBE Liaison will, however, report to the PSCP all MBE participation by MDOT certified firms who are prime contractors, subcontractors, suppliers, or otherwise making an economically viable contribution to each project. This information shall be reported to PSCP within ten (10) days after approval of the award of the contract by the board of education.
3. The LEA shall submit the “Certified Minority Business Enterprise Participation Standard Monthly Contractor’s Requisition for Payment” (IAC/PSCP Form 306.4 page 3 of 16, located in the Administrative Procedures Guide), which is Attachment G in this procedure, to the PSCP Director of Fiscal Services as part of the regular monthly request for payment for the project.
4. The LEA shall submit the “Close-Out Cost Summary” (IAC/PSCP Form 306.6 located in the Administrative Procedures Guide), which is Attachment H of this procedure, along with the “Certified Minority Business Enterprise Participation Standard Monthly Contractor’s Requisition for Payment” (IAC/PSCP Form 306.4) to the PSCP Director of Fiscal Services within 180 days of completion of the project.

5. Each fiscal year end, PSCP Fiscal Services will create a report “Payments Made To Contractors during The Fiscal Year” and maintain such records as are necessary to confirm compliance with its minority business enterprise procedures and activities.
6. Each fiscal year end, PSCP Fiscal Services will create a report “Projects Completed During the Fiscal Year” and maintain such records as are necessary to confirm compliance with its Minority Business Enterprise Procedures and activities. This report will compare the overall MBE goal and subgoals, if applicable, for each specific project with the MBE participation anticipated at the time of contract award and the actual MBE participation at the completion of the project.

8.0 MONITORING

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

9.0 MINORITY BUSINESS ENTERPRISE LIAISON

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

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

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

* * * * *

Part I.

I acknowledge the:

- Overall certified MBE subcontract participation goal of 10% and
- The subgoals, if applicable, of:
- N/A% for certified African American-owned businesses and
- N/A% for certified women-owned businesses.

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

Part II.

Check ONE Box

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

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

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

or

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

I request a partial waiver as follows:

- Waiver of overall MBE subcontract participation goal: 10%
- Waiver of MBE subcontract participation subgoals, if applicable:
- ____ % for certified African American-owned businesses and
- ____ % for certified women-owned businesses.

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

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

I request a full waiver.

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

Part III.

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

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

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

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

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

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

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

Bidder/Offeror Name

Address

Address (continued)

Affiant Signature

Printed Name & Title

Date

September 2008

Attachment B

MBE PARTICIPATION SCHEDULE

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

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

Total MBE Participation:	_____ %	\$ _____
Total African-American MBE Participation:	_____ %	\$ _____
Total Woman-Owned MBE Participation:	_____ %	\$ _____
June 2008 Total Other Participation:	_____ %	\$ _____

Attachment C

OUTREACH EFFORTS COMPLIANCE STATEMENT

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

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

_____ Bidder/Offeror Name	By: _____
_____ Address	_____ Name, Title
_____	_____ Date

Attachment D

**MINORITY BUSINESS ENTERPRISES SUBCONTRACTOR PROJECT
PARTICIPATION STATEMENT**

PROJECT/ SCHOOL NAME: _____

PROJECT/ SCHOOL LOCATION: _____

LEA: _____

NAME OF PRIME CONTRACTOR: _____

NAME OF MBE SUBCONTRACTOR: _____

MDOT Certification Number

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

2. Subcontract Amount: \$ _____

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

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

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

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

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

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

(Circle One)

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

Signature of Subcontractor: _____

Date: _____

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

Signature of Prime Contractor: _____

Date: _____

Attachment E

MINORITY SUBCONTRACTOR UNAVAILABILITY CERTIFICATE

1. It is hereby certified that the firm of _____

(Name of Minority firm)

located at _____
(Number) (Street)

(Number)

(Street)

(City)

(State)

(Zip)

was offered an opportunity to bid on the school project

in _____ County by _____
(Name of Prime Contractor's Firm)

(Name of Prime Contractor's Firm)

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

Signature of Minority Firm's MBE Representative

Title

Date _____

MDOT Certification #

Telephone # _____

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

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

Signature of Prime Contractor

Title

Date

Attachment F

MBE WAIVER DOCUMENTATION

Project Name: _____ PSC. No. _____

Base Contract Amount \$ _____

Plus Accepted Alternates _____

Equals Total Contract Amount \$ _____

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

I _____, hereby certify that my position is
(Name of Company Representative)

_____, and I am the duly authorized representative of
(Position Title)

(Company Name)

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

Summary MBE Participation Schedule from Attachment B

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

* with accepted/rejected alternates
June 2008

To support this request for a waiver, I include the following information as attachments which I certify to be

true to the best of my knowledge.

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

Signature _____ **Date** _____
(Company Representative Name)

Sworn and subscribed before me this _____ **day.**

of in the year _____ **Notary Public** _____

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

Signature _____ **Date** _____
(County Representative Name)

Attachment G

IAC/PSCP 306.4

LEA: _____

FACILITY NAME: _____

SCOPE OF WORK: _____

DATE: _____

PSC NO: _____

REQ NO: _____

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

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

African American = AA	African American/Women = AAW
Hispanic American = H	Hispanic American/Women = HW
Native American = N	Native American/Women = NW
Asian American = A	Asian American/Women = AW
Women = W	

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

 Name of Contractor Firm

 Authorized Contractor Signature/Date

 Contractor Federal Tax ID #

 Contractor MBE Classification # (if applicable)

 Name of LEA MBE Liaison
 (Printed)

 Signature of LEA MBE Liaison/Date

APPENDIX B

CONTRACTOR'S CERTIFICATION OF RECEIPT OF PAYMENT

IAC/PSCP FORM 306.2a

This form must accompany IAC/PSCP Form
306.2, Request for Reimbursement to LEA, if
Canceled check(s) are not provided.

LEA:

PROJECT TITLE: _____

PSC NO: _____

I hereby certify that payment in the amount of \$ _____, check number _____ dated
_____ has been received from _____ Public Schools and deposited
to _____ bank) on _____ (date) for capital
improvements made to _____ school/project),

Name of Contractor Firm

Authorized Signature

Date

NOTARIZATION

County _____ to wit:

I hereby certify that on this _____ day of _____ in the year of _____.
before me, a Notary Public for said County, personally appeared _____ (name),
and made oath in due form of law that he/she is _____ (title)
of _____ (name of firm), and on behalf of said firm stated that the
matters and facts set forth in the foregoing verification are true to the best of his/her knowledge, information and belief.
He/she acknowledged that he/she executed the same purposes herein contained and that they had full authority to
execute same.

As witness my hand and official seal:

NOTARY PUBLIC

APPENDIX C

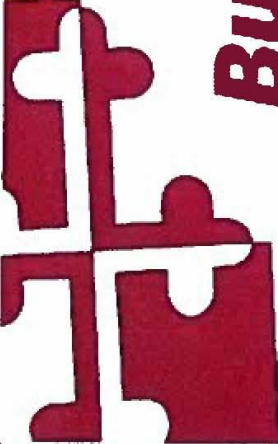
STATE PROJECT IDENTIFICATION SIGN

AND INSTRUCTIONS

(2 Pages)

APPENDIX C

CONSTRUCTION SIGN FOR STATE FUNDED
SCHOOL CONSTRUCTION PROJECTS

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

FOR SCHOOL STATE CONSTRUCTION SIGN

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

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

APPENDIX D

MCPS EMERGENCY/CRISIS PROCEDURES, SHELTER/LOCKDOWN

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 spills occurs immediately outside your school building—

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

APPENDIX E

Montgomery County Public Schools 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) (Date)

(MCPS Contract Supervisor Approval) (Date)

APPENDIX F

ASBESTOS FREE MATERIAL VERIFICATION FORM

PRODUCT TYPE: _____

MANUFACTURERS: _____

MODEL NUMBER TESTED: _____

SUPPLIER: _____

LOT/PRODUCTION NUMBER TESTED: _____

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

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

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

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

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

Contractor

Contractor Representative

Invitation to Bid #

Date

APPENDIX G

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

OVERTIME REIMBURSEMENT AGREEMENT

Facility: _____

Contractor: _____

Description of work to be performed: _____

Date: _____ **Hours Required:** _____

Date: _____ **Hours Required:** _____

Date: _____ **Hours Required:** _____

Date: _____ **Hours Required:** _____

Date: _____ **Hours Required:** _____

Date: _____ **Hours Required:** _____

Notice: 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 Officer Approval) (Date)

APPENDIX H

BID 9747.2

QUOTATION FORM (Page 1 of 4)

Estimated Annual Contract Value \$300,000.00

COMPANY NAME: _____

Bidder shall supply all required information in the space provided. Provide only one price in each space provided. DO NOT ALTER THE QUOTATION FORM IN ANY WAY! **Failure to comply with all requirements shall be considered non-responsive and disqualify your bid.** Hourly labor rates supplied must be all inclusive including, but not limited to, union fees, workman's compensation, insurance, benefits, etc. Supply hourly labor rates in the space provided for the following categories.

For individual projects which receives either State or Federal funding involving the payment of prevailing wages, the applicable wage determination (State of Maryland or Davis Bacon-Federal wage rates) should be included in the proposal. The agency-issued wage rates will apply to any change order work.

RATES: Regular rate will represent work performed Monday through Friday, 6:30 a.m. until 6:30 p.m. Overtime rate will represent work performed Monday through Friday 6:31 p.m. until 6:29 a.m., including weekends and all MCPS holidays.

	<u>Regular Rate</u>	<u>Overtime Rate</u>
1. Carpenter:	\$ _____	\$ _____
2. Carpenter Helper:	\$ _____	\$ _____
3. Percentage Over Direct Cost: _____%		

(Contractor(s) will be required to submit original invoices for material with final invoice)

QUOTATION FORM – CONTINUED (Page 2 of 4)

COMPANY NAME: _____

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

YES _____ NO _____

- **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 AND THE MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE?**

YES _____ NO _____

- **HAS BIDDER REVIEWED THE BIDDING DOCUMENT IN DETAIL PRIOR TO SUBMITTING THEIR BID?**

YES _____ NO _____

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

YES _____ NO _____

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

YES _____ NO _____

QUOTATION FORM – CONTINUED (Page 3 of 4)

COMPANY NAME: _____

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

YES _____ NO _____

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

YES _____ NO _____

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

YES _____ NO _____

- **IS A COPY OF MONTGOMERY COUNTY CONTRACTOR BUSINESS LICENSE SUPPLIED WITH BID SUBMISSION?**

YES _____ NO _____

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

YES _____ NO _____

QUOTATION FORM – CONTINUED (Page 4 of 4)

COMPANY NAME: _____

CHECK OFF LIST FOR MANDATORY BID SUBMITTAL

Mandatory Submittals Check List:

_____	Signed Invitation for Bid
_____	Surety Letter
_____	Addendums(s) and Erratum(s) (If any, contractor is responsible to confirm)
_____	Quotation Form (Pages 1-4)
_____	MBE Attachment A and B
_____	State of Maryland Construction Business License
_____	References

MONTGOMERY COUNTY PUBLIC SCHOOLS

Expanding Opportunity and Unleashing Potential

DIVISION OF PROCUREMENT

May 15, 2025

Subject: 9747.2 Carpenter Contractor Services at Various Facilities

This is Amendment Number 1.

In accordance with the terms of the above-mentioned contract, this is authorization to extend this contract through May 07, 2026. All terms and conditions remain the same.

Supplier(s):

**Colossal Contractors, Inc.
4601 Sandy Spring Road
Burtonsville, MD 20866**

**E.A.R.N. Contractors, Inc.
442 East Diamond Avenue
Gaithersburg, MD 20877**

**Unisource Services, LLC
2211 Spencerville Road
Spencerville, MD 20868**

COMMENTS: This is the second of four options to extend the contract.

REFER QUESTIONS TO: Nana Ama Asare, Buyer II, 240-740-7542



Approved: _____

Angela McIntosh-Davis, Director, Division of Procurement

AMD:naa

Distribution: Supplier(s); Bid File

Maryland's Largest School District

MONTGOMERY COUNTY PUBLIC SCHOOLS

Expanding Opportunity and Unleashing Potential

DIVISION OF PROCUREMENT

On Call Carpenter Contractor Services

Cycle No: 1

9/1000

Term of Contract: 05/15/2022 To: 05/14/2023

Buyer: Stephanie Dorah

Phone: (240) 740-7538

Vendor Name, Address, and Telephone Number	Discount/Terms	Vendor P O Print Notes:
--	----------------	-------------------------

RPS Vendor No: 52854 FIS Vendor No: 35196	COLOSSAL CONTRACTORS, INC. 4601 SANDY SPRING ROAD BURTONSVILLE, MD 20866-0000 JUAN NAVARRO/CARLOS TADABEC	Net 30 Days Vendor 800 No: (000) 000-0000 Vendor Phone: (301) 476-9060 Fax: (301) 476-9064
--	---	---

RPS Vendor No: 53939 FIS Vendor No:	UNISOURCE SERVICES LLC 2211 SPENCERVILLE ROAD,SUITE D SPENCERVILLE, MD 20868-0000 ELMER DIAZ	Net 30 Days Vendor 800 No: Vendor Phone: (240) 342-2704 Fax: (240) 342-2479
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RPS Vendor No: 48385 FIS Vendor No: 12086	WALKER WILLIS CORP 18210 BROOKE RD SANDY SPRING, MD 20860-0000 CHRISTOPHER WILLIS	Net 30 Days Vendor 800 No: Vendor Phone: (301) 570-0059 Fax: (301) 924-9176
--	--	--

MONTGOMERY COUNTY PUBLIC SCHOOLS

Expanding Opportunity and Unleashing Potential

DIVISION OF PROCUREMENT

May 15, 2025

Subject: 9747.2 Carpenter Contractor Services at Various Facilities

This is Amendment Number 1.

In accordance with the terms of the above-mentioned contract, this is authorization to extend this contract through May 07, 2026. All terms and conditions remain the same.

Supplier(s):

**Colossal Contractors, Inc.
4601 Sandy Spring Road
Burtonsville, MD 20866**

COMMENTS: This is the second of four options to extend the contract.

REFER QUESTIONS TO: Nana Ama Asare, Buyer II, 240-740-7542



Approved: _____

Angela McIntosh-Davis, Director, Division of Procurement

AMD:naa

Distribution: Supplier(s); Bid File

April 22, 2024

Colossal Contractors, Inc.
Mr. Juan Navarro
4601 Sandy Spring Road
Burtonsville, MD 20866
info@colossalcontractors.com

Dear Mr. Navarro:

RE: Bid No. 9747.2, Carpenter Contractor Services at Various Facilities – Extension

This letter is to inform you that the above referenced contract will expire on May 10, 2024. In accordance with the General Conditions, paragraph entitled Contract Term Montgomery County Public Schools (MCPS) would like to pursue the extension of this contract through May 7, 2025. This is the first of four possible extensions.

Please indicate below your approval or disapproval and return to this office signed by an official authorized to enter into contracts with MCPS. Your response is required upon receipt of this letter via email Stephanie_J_Dorah@mcpsmd.org. Return your response with a copy of your most recent W9.

Once all responses are evaluated MCPS staff may make a recommendation to the Board of Education to extend the contract or make a decision to re-bid. If the contract extension is approved by the Board of Education a contract amendment will be issued.

It has been a pleasure doing business with you and we look forward to another successful year.

We/I agree to extend the contract ☒

We/I do not wish to extend the contract ☐

Signature

Title

Date

Sincerely,



Angela McIntosh-Davis, CPPB
Director, Division of Procurement

AMD:sjd
cc: Bid File

MONTGOMERY COUNTY PUBLIC SCHOOLS

Expanding Opportunity and Unleashing Potential

DIVISION OF PROCUREMENT

June 21, 2023

Colossal Contractors, Inc.
Mr. Juan Navarro
4601 Sandy Spring Road
Burtonsville, MD 20866

Dear Mr. Navarro:

RE: Award Notification – Bid No. 9747.2, Carpenter Contractor Services at Various Facilities

This is the official notification of your award as it relates to the above referenced bid. This is a notice of award only. Delivery of product or service shall not begin until you receive an official order, signed by the director of the Division of Procurement.

The contract shall consist of the solicitation, your complete bid response, and any subsequent correspondence.

Please contact the Division of Procurement if you need additional information. Thank you for your interest in Montgomery County Public Schools.

Sincerely,



Angela McIntosh-Davis, CPPB
Director, Division of Procurement

AMD:sjd
Copy to: Bid File

APPENDIX H

BID 9747.2

QUOTATION FORM (Page 1 of 4)

Estimated Annual Contract Value \$300,000.00

COMPANY NAME: Colossal Contractors, Inc.

Bidder shall supply all required information in the space provided. Provide only one price in each space provided. **DO NOT ALTER THE QUOTATION FORM IN ANY WAY! Failure to comply with all requirements shall be considered non-responsive and disqualify your bid.** Hourly labor rates supplied must be all inclusive including, but not limited to, union fees, workman's compensation, insurance, benefits, etc. Supply hourly labor rates in the space provided for the following categories.

For individual projects which receives either State or Federal funding involving the payment of prevailing wages, the applicable wage determination (State of Maryland or Davis Bacon-Federal wage rates) should be included in the proposal. The agency-issued wage rates will apply to any change order work.

RATES: Regular rate will represent work performed Monday through Friday, 6:30 a.m. until 6:30 p.m. Overtime rate will represent work performed Monday through Friday 6:31 p.m. until 6:29 a.m., including weekends and all MCPS holidays.

	<u>Regular Rate</u>	<u>Overtime Rate</u>
1. Carpenter:	\$ <u>27.95</u>	\$ <u>38.00</u>
2. Carpenter Helper:	\$ <u>23.00</u>	\$ <u>33.00</u>
3. Percentage Over Direct Cost:	<u>10</u> %	

(Contractor(s) will be required to submit original invoices for material with final invoice)

May 15, 2024

Subject: 9747.2 Carpenter Contractor Services at Various Facilities

This is Amendment Number 1.

In accordance with the terms of the above-mentioned contract, this is authorization to extend this contract through May 07, 2025. All terms and conditions remain the same.

Supplier(s):

**Colossal Contractors, Inc.
4601 Sandy Spring Road
Burtonsville, MD 20866**

**E.A.R.N. Contractors, Inc.
442 East Diamond Avenue
Gaithersburg, MD 20877**

**Unisource Services, LLC
2211 Spencerville Road
Spencerville, MD 20868**

COMMENTS: This is the first of four options to extend the contract.

REFER QUESTIONS TO: Nana Ama Asare, Buyer II, 240-740-7542



Approved: _____

Angela McIntosh-Davis, Director, Division of Procurement

AMD:naa

Distribution: Supplier(s); Bid File

May 15, 2025

Subject: 9747.2 Carpenter Contractor Services at Various Facilities

This is Amendment Number 2.

In accordance with the terms of the above-mentioned contract, this is authorization to extend this contract through May 07, 2026. All terms and conditions remain the same.

Supplier(s):

**Colossal Contractors, Inc.
4601 Sandy Spring Road
Burtonsville, MD 20866**

**E.A.R.N. Contractors, Inc.
442 East Diamond Avenue
Gaithersburg, MD 20877**

**Unisource Services, LLC
2211 Spencerville Road
Spencerville, MD 20868**

COMMENTS: This is the second of four options to extend the contract.

REFER QUESTIONS TO: Nana Ama Asare, Buyer II, 240-740-7542



Approved: _____

Angela McIntosh-Davis, Director, Division of Procurement

AMD:naa

Distribution: Supplier(s); Bid File

May 15, 2026

Subject: 9747.2 Carpenter Contractor Services at Various Facilities

This is Amendment Number 3.

In accordance with the terms of the above-mentioned contract, this is authorization to extend this contract through May 07, 2027. All terms and conditions remain the same.

Supplier(s):

**Colossal Contractors, Inc.
4601 Sandy Spring Road
Burtonsville, MD 20866**

**E.A.R.N. Contractors, Inc.
442 East Diamond Avenue
Gaithersburg, MD 20877**

**Unisource Services, LLC
2211 Spencerville Road
Spencerville, MD 20868**

COMMENTS: This is the third of four options to extend the contract.

REFER QUESTIONS TO: Laly Bowers, Senior Buyer, 240-740-7536



Approved: _____

Angela McIntosh-Davis, Director, Division of Procurement

AMD:lab

Distribution: Supplier(s); Bid File

EXHIBIT B

Insurance

Prior to the execution of the contract by the City, the Contractor must obtain at their own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. The Contractor's insurance shall be primary. The Contractor must submit to the Purchasing Division, 111 Maryland Avenue, Rockville, MD 20850 a certificate of insurance prior to the start of any work. In no event may the insurance coverage be less than shown below.

Unless otherwise described in this Rider Agreement the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

MANDATORY REQUIREMENTS FOR INSURANCE

Contractor's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, consultants, agents and employees and any insurance or self-insurance maintained by the City, shall be excess of the Contractor's insurance and shall not be called upon to contribute with it.

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
1. Workers' Compensation 2. Employers' Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$500,000 policy limits Bodily Injury by Disease: \$100,000 each employee	Waiver of Subrogation: WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement signed and dated.
3. Commercial General Liability a. Bodily Injury b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury	Each Occurrence: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.
4. Automobile Liability a. All Owned Autos b. Hired Autos c. Non-Owned Autos	Combined Single Limit for Bodily Injury and Property Damage - (each accident): \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. Form CA20 48 02 99 form to be both signed and dated.
5. Excess/Umbrella Liability	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.
6. Professional Liability	Each Occurrence/Aggregate: \$1,000,000	

EXHIBIT B

Insurance

Alternative and/or additional insurance requirements, when outlined under the special provisions of this Rider Agreement, shall take precedence over the above requirements in part or in full as described therein.

POLICY CANCELLATION

No change, cancellation or non-renewed shall be made in any insurance coverage without a thirty (30) day written notice to the City Purchasing Division. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

ADDITIONAL INSURED

The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on the Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods, and services provided under this Rider Agreement. Additionally, The Mayor and Council of Rockville must be named as additional insured on the Contractor's Automobile and General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

SUBCONTRACTORS

All subcontractors shall meet the requirements of this Section before commencing work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.

CERTIFICATE HOLDER

The Mayor and Council of Rockville
(Contract #, title)
City Hall
111 Maryland Avenue
Rockville, MD 20850