

BALTIMORE CITY PUBLIC SCHOOLS

200 EAST NORTH AVENUE
BALTIMORE, MD 21202

INVITATION FOR BIDS Gymnasium Renovation and Repair Services IFB-20029

ISSUED BY: Procurement Office
Baltimore City Public Schools
200 East North Avenue, Room 401
Baltimore, MD 21202
Attention: Stuart Feldman

IFB NUMBER: IFB-20029

RELEASE DATE: Wednesday, March 4, 2020

PRE-BID MEETING: Thursday, March 12, 2020 @10:30 a.m., Room 301

QUESTIONS DUE: Tuesday, March 17, 2020 @4:00 p.m.

BID DUE DATE: Thursday, April 2, 2020 @ 11:00 a.m., Room 401

BID OPENING: Thursday, April 2, 2020 @ 12:00 p.m., Room 401

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Contractors are cautioned not to make changes to any of the terms and conditions in this solicitation. Doing so may render a Contractor's proposal unacceptable and subject to rejection. Questions and inquiries may be addressed as outlined in Part II, Item 4 of this solicitation. Any exceptions to City Schools' terms and conditions are not binding unless they are negotiated and affirmatively deemed mutually agreeable by the Contractor and City Schools in an executed contract. City Schools is not required to negotiate changes to its terms and conditions.

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PART I: SCOPE OF WORK

1.0 INTRODUCTION

This Invitation for Bids (IFB) is soliciting bids for gymnasium renovation and repair services in various Baltimore City Public Schools buildings.

Baltimore City Public Schools reserves the right to make multiple awards.

2.0 BACKGROUND

The Baltimore City Public Schools (City Schools) serves the needs of public education in Baltimore City, covering approximately 77 square miles, with a residential population of more than 646,000. It is the fourth largest public school system in the State of Maryland. City Schools and operates 156 facilities over a ten-mile radius, which includes Pre-k, elementary, middle, and high schools as well as special education centers and alternative schools. The Central administration headquarters is located at 200 East North Avenue, Baltimore, Maryland.

City Schools is governed by a city-state partnership. The Baltimore City Board of School Commissioners (Board) has 10 members (including a student member). The Board is appointed by the Mayor of Baltimore. The Board sets and oversees policy and implementation of regulations for the school system and approves all major appointments. The City Schools Chief Executive Officer reports to the Board.

City Schools currently has approximately 79,297 students supported by 10,000 employees and a \$1.3B annual operating budget.

3.0 SCOPE OF SERVICES

The intent of this contract is to establish a contractual source to provide Baltimore City Public Schools gymnasium renovation and repairs services that licensed in the State of Maryland contractor(s) under Federal, State of Maryland and Local law, codes and regulations, at various Baltimore City Public Schools locations.

1. Description of Work
 - A. The awarded Contractor(s) shall provide all labor, materials, equipment, supervision, insurance, and supplies necessary for a complete gymnasium renovation, repair, or refinishing.
 - B. Gymnasium renovation and/or repairs shall include but not limited to the following:
 1. Replace Basketball Backboards, Nets, and Rims
 2. Paint Walls, Pipes, Ceiling, Ducts and Trims
 3. Replace Ceiling Tiles, Ceiling Grids, and Scoreboards
 4. Replace Gym Light Fixtures
 5. Repair and/or Replace Gym Partitions

6. Marking Gym Floors with Logos and/or Lines, if required
7. Remove and/or Replace Gym Floor
8. Repair Gym Floor
9. Remove and/or Replace Stage and Stage Curtains (if equipped)
10. Repair Stage and Stage Curtains (if equipped)
11. Installation of Scoreboard Shot Clocks
12. Installation of Signage
13. Remove and/or Replace Lockers
14. Remove and/or Replace Bleachers
15. Remove and/or Install Wall Mats

2. Summary of Work

- A. Work as part of this contract may include, but not be limited, to the following items:
1. Repair/replace damaged or warped floor.
 2. Refinish and stage gym floor.
 3. Layout and line mark gym floor as required by school.
 4. Scrape, repair walls, and paint Athletic Director's office, gym walls, facilities, and stage area, including beams, HVAC ducts, doors, and trim.
 5. Replace wood backboards with glass basketball backboards, hoops, and nets (submittal required), Porter Product: No. 00204-000 equivalent or approved equal.
 6. Replace missing cove base, molding, and trim to match existing.
 7. Installation of VCT floor over existing wood grain floor.
 8. Repair, replace, and install all necessary VCT floors.
 9. Repair, replace, and install all necessary ceramic floors.
 10. All necessary building structural repairs.
 11. Glazing work as needed.
 12. Repair, replace, and install carpet as needed.
 13. Repair, replace, and install plumbing as needed.
 14. Repair, replace, and install Mechanical/HVAC as needed.
 15. Carpentry work (window, doors, steps, etc.).
 16. Locksmith services as needed.
 17. Repair, replace, and install ceilings and ceiling tiles.
 18. Electrical work as needed, including but not limited to repair, replacement, and installation of various lighting systems.
 19. Repair, replace, and install skylights.

20. Roof repair, replacement, and/or installation if necessary.
 21. Repair, replace, and install electronic security and fire protection systems.
- B. Work shall be completed in accordance with all applicable codes, regulations, and directions.
 - C. Should any Contractor employee (or employee of their subcontractor) act in an unprofessional manner, the City Schools Project Manager may request their removal from a project jobsite. The City Schools Project Supervisor's decision is final.
 - D. Permits and Fees:
 1. The General Contractor will apply and pay for all building permits.
 2. The trade Contractor(s) shall apply and pay for all other incidental permits, governmental fees, and licenses including use and occupancy permits, electrical, and all other permits.
 3. The Contractor shall secure certificates of inspection, occupancy, etc. as may be required by authorities having jurisdiction.
 - E. The Contractor shall limit work to areas permitted by law, ordinances, permits, and the Contract Documents and shall not unreasonably encumber site areas with any materials or equipment.
 - F. The Contractor shall obtain the City Schools Project Manager's approval for locating all temporary facilities, storage, office, sheds, signs, etc.
 - G. The Contractor shall take every precaution to ensure the safety of any adjacent property, students, visitors to the jobsite, general public, and anyone connected with work performed under this contract.
 - H. Upon completion of work assigned, the contractor shall restore the job site to its original condition or to a condition agreed by the City Schools Project Supervisor. This includes, but is not limited to grading, topsoil and seeding, and removal of surplus or excavated material from the jobsite. Any trenches and/or ruts made by the Contractor's vehicles, including ruts and breaks in macadam areas, are required to be filled and smooth out and/or patched by the Contractor prior to leaving the jobsite.
 - I. Contractors shall arrange for all required inspections by Baltimore City Inspectors during the completion of their work.
 - J. The Contractor shall understand that it may be necessary to intermittently phase and coordinate the completion of each trade's work due to existing conditions.
 - K. Each Contractor is responsible for notifying "Miss Utility" and for reviewing all available information to determine the location of existing utilities prior to excavation or related earthwork and exercise extreme care around existing utilities. Earthwork-related operations shall be done by hand if necessary, to prevent damage. Test pits shall be dug as necessary.
 - L. Work must be performed in a manner, sequence, and at such times to allow for the normal operation of the facility. The Contractor will be required to coordinate all schedules, including transportation of materials

and equipment, with the operation of the school. Specifically, all project-related functions shall be scheduled at the discretion of the Principal and/or Athletic Director during the “normal” week when school is in session.

- M. The Contractor shall be responsible for coordination with the City Schools Project Supervisor related to public utilities, carriers, service companies, and corporations owning or controlling roadways, water, gas, electrical, telephone and telegraph facilities such as pavements, piping, wires, cables, conduits, poles, guys, etc., including incidental structures, which are encountered while working to ensure that these items are properly shored, supported, protected, or relocated.
 - N. The Contractor shall assume full responsibility for the protection and storage of all equipment and materials, whether stored on the jobsite or elsewhere, to be used as part of this contract.
 - O. The Contractor’s temporary field offices, if required, shall be located as directed by the City Schools Project Supervisor.
 - P. The Contractor shall not disrupt turf, walks, roads, trees, or structures outside the limit of operations, except as necessary, to mow, trim, protect, or trench for utilities or otherwise perform tasks required to complete work. Any damage or alterations to an area outside a work area shall be repaired to restore it to equal or better than original condition at the sole expense of the Contractor and at no cost to City Schools.
 - Q. Smoking is not permitted on any jobsite. This policy will be strictly enforced. Repeated violations may cause removal from a project.
 - R. Illegal drugs and alcohol are not permitted on any jobsite and anyone observed as being under the influence will be immediately removed and banned from working on that project.
3. Service Call Instructions
- A. The Project Supervisor may request a written proposal before authorizing any work. This proposal shall contain scope of work, estimated time and materials cost, project location, and earliest possible start date. The Contractor will be notified when to start the project with a “Notice to Proceed” letter. Work shall be invoiced on a per item and/or Time & Materials (T&M) basis or on a T&M, Not to Exceed basis, if requested by City Schools.
 - B. Some repair/installation work may be of man emergency nature and require an immediate response and the Contractor must respond according to instructions. Failure to respond to an authorized emergency service call or to correct faulty work shall be considered unsatisfactory under this contract.
 - C. All requests for service will be made to the Contractor by telephone and/or confirmed in writing. The Contractor will be informed of the service requested, if an emergency of regular response is required, or a request for proposal.

- D. The Contractor shall begin work immediately when the Notice to Proceed letter has been received and respond in accordance with the written request from the Project Supervisor.
- E. The Contractor is only required to complete work designated in the service request and/or confirmed in writing. The Project Supervisor must confirm any additional work at the jobsite in writing. The Contractor shall not honor any requests for service or repairs made by any other person. Payment for work shall be made only for services or repairs authorized by the Project Supervisor or their duly authorized representatives.
- F. While City Schools intends to procure all services under this contract, it reserves the right to utilize any individual, company, internal personnel, or the DPW's personnel for any portion of this contract.
- G. All service calls shall be completed by qualified personnel and a fully equipped truck stocked with materials and equipment required to meet the needs of City Schools in the performance of this contract.
- H. Daily time tickets shall be filled out by the Contractor for each service or repair job and include, but not be limited to, the following:
 - 1. Name and address of the school and service date.
 - 2. Response time to the service call, arrival time, completion time, and the full name of the mechanic and their helper.
 - 3. Complete description as to what was repaired, materials used, and building location.
 - 4. Time tickets must be signed by the City Schools Project Supervisor or their duly authorized representative (principal, vice principal, lead custodian, etc.) and shall be submitted with material cost breakdown and an invoice.
- I. The awarded Contractor(s) will be expected to maintain an adequate inventory of standard items and supplies needed to complete repairs. All materials shall be readily available and from local supply. Delays in completing repairs due to lack of items or unavailability of materials could be a sufficient reason for terminating the contract for default.
- J. The Contractor shall comply with all requirements of access to information regarding hazardous and toxic substance law and regulations.
- L. The Contractor shall request, Manufacturer Safety Data Sheets (MSDS) from their distributors for all materials used on all jobsites, their degree of hazard, and toxicity. MSDS are to remain onsite after all work is completed. Copies of the MSDS must be forwarded to the Project Manager **and** the school principal prior to beginning any work. The Contractor's superintendent should always have a copy in their possession on the jobsite.
- M. The Contractor shall be paid in accordance with the bid form. Bid labor rates are for the actual hours worked and shall include travel time, transportation, taxes, fringe benefits, insurance, overhead and profit. Material cost for bid markup shall include freight. Taxes are not subject to markup. Bids for installed products are also inclusive of the material.

4. Equipment

- A. The Contractor shall not charge for equipment considered “tools of the trade” which are necessary for, and reasonably incidental, to the performance of work within the scope of these specifications.
- B. Truck equipment and tools shall include, but not be limited to, power tools, electric extension cords, sanding machine, and general hand tools.
- C. Rental equipment approved by the Project Supervisor shall be reimbursed at the cost charged by the rental company. Subcontractors are not allowed any markup. Contractors or subcontractors shall not charge City Schools equipment moving & drop off fees, damage waiver fee or delivery fee. The prime contractor shall submit invoices from each independent rental company to verify the cost of rented equipment.

5. Working Hours

All bidders shall quote labor rates for repair work to be performed as follows:

Normal Hours: 7:30 a.m. to 5:00 p.m. Monday thru Friday

After Hours: 5:01 p.m. to 7:29 a.m. Monday thru Friday All day Saturday, Sunday, and holidays

Emergency Calls: Twenty-four (24) hours, 7 days a week

Emergency rates apply for the first two (2) hours of an emergency call at which time the rates revert to applicable hourly rates.

6. Site Inspections

- A. Contractors submitting proposals for projects under this contract shall inspect all jobsites, noting conditions which may affect work and verify that all items are included to insure complete installation.
- B. Areas around worksites disturbed by the Contractor or subcontractors shall be neatly patched, repaired, and/or replaced to match surrounding work to the satisfaction of the School Building Technician at the Contractor's expense and no additional cost to City Schools.
- C. Existing work left incomplete will be made complete with new or approved materials and at no additional cost to City Schools.
- D. The Contractor shall notify City Schools of any discrepancies or omissions in these specifications prior to the bid due date or it will be understood the intent of these specifications are clear.
- E. Contractors shall perform work in accordance with the specifications and standards of the applicable trade.
- F. The Contractor shall place temporary coverings and/or barricades wherever necessary during while working to protect the building and its contents from the weather and occupants from physical harm.
- G. School will be in session while working and students and teachers will be in the buildings during work hours. Extreme caution shall be exercised while working and storing materials. Building exits shall always be free and clear. Storage of combustible or other hazardous material shall be in strict accordance with all municipal regulations and/or ordinances.

- H. The Contractor shall not allow trash or debris to accumulate inside or around the building. No trash may be burned onsite. Applicable State and City Codes or requirements pertaining to open fires and trash disposal will be observed. Burning of metal parts within the building may be done by use of a cutting torch. Fire safety precautions will be observed, and a portable fire extinguisher will be present at each point of cutting.
 - I. Contractors or subcontractors shall remove any trash generated by their work at the end of each day.
 - J. The Contractor shall indemnify and protect City Schools and hold it harmless from claims and suits arising out of or caused by work under this contract.
 - K. The Contractor shall submit a complete schedule of work to the City Schools Project Supervisor within seven (7) days from the date of award by the Board of School Commissioners.
 - L. The Contractor shall have an English-speaking superintendent on each jobsite while working who is fully authorized to act on their behalf. The Contractor shall provide the name of the superintendent in writing to the City Schools Project Supervisor prior to beginning work.
7. Wood Gym Floor Refinishing Work Summary
- A. Check floor at various locations with moisture meter prior to start of sanding. Any excess oil reading of 12% should be brought to the attention of the Project Manager.
 - B. Sand floor with a drum-type sander. First cut should be coarse paper followed by medium and finished with fine 00 grit paper.
 - C. When sanding has been completed, screen disc entire floor with a 120 grit screen disc and vacuum floor. The final cleaning floor should be tacked with a lurkisk towel moistened with Huntington Seal 0 Solve. Towel should be tightly wrung out.
 - D. Seal floor with Huntington Triple XXX penetrating floor seal. Allow to dry 24 hours or longer if humidity is greater than 70%.
 - E. Screen entire floor with a medium grit screen disk 100 grit until floor is uniformly dull step three above as to cleaning.
 - F. Contractor shall layout and paint game lines. Allow paint to dry according to manufacturer's recommendations. Use only Ecolab professional products approved paints.
 - G. Dry screen painted areas with a grit screen aggressive enough to remove all paint to a uniform dullness by using 150-grit screen or worn 100 grit.
 - H. Contractor shall apply two (2) coats of Huntington Showcase as final coats following step 3 between coats.
 - I. Contractor shall recommend how to achieve floor maximum hardness for the refinishing based on the following uses:
 - 1. Light traffic after 3 days
 - 2. Heavy traffic after 7 days

3. Do not cover floor with red rosin paper, plastic, or any other coverings that may inhibit drying until the floor has cured for at least 30 days.
8. Additional Recommendations
 - A. Contractor shall drum sand the entire floor surface in three cuts.
 1. First cut sanded with No. 2 grit
 2. Second cut sanded with No. 1 grit
 3. Third cut sanded with 2/0 grit final
 - B. After thoroughly cleaning the floor surface, the Contractor shall apply two (2) coats of a sealer approved by the City Schools Project Supervisor and one (1) coat of finish, buffing between coats.
 - C. The Contractor shall follow the manufacturer's written installation instructions. After the finishing process, the Contractor shall (in the presence of the City Schools Project Supervisor) inspect the floor and repair/replace any damaged areas before final inspection and acceptance by the Owner.
9. Installation Requirements
 - A. The Contractor shall not install wood flooring until wet construction work is complete and ambient air at installation space has moisture content stabilized at maximum of 40%.
 - B. The Contractor shall provide heat, light, and ventilation prior to installation.
 - C. The Contractor shall deliver and store all materials in the work area for a minimum period of 24 hours prior to the installation.
 - D. Contractor shall maintain a minimum room temperature of 65° F at the installation area for two days prior to delivery of materials and during and after installation.
 - E. The Contractor shall supply 10 square yards of extra wood flooring material.
10. Recommended Products
 - A. During repairs, refinishing, and installation of gym floors The Contractor shall use hardwood flooring manufactured by:
 1. Bruce Hardwood Floors: www.bruce.com
 2. Harris-Tarkett, Inc: www.harris-tarkett.com.
 3. Kentucky Wood Floors, Inc: www.louisvillewoodfloors.com
 - B. Wood Strip Flooring Materials
 1. Species: White Hard Maple
 2. Grade: First
 3. Cut: Flat Grain
 4. Moisture Content: 7% - 9%

5. Actual Thickness: 25/32"
 6. Actual Width: 1-1/2"
 7. Edge: Square
 8. End: End Matched
 9. Length: Random, minimum of 24"
 10. Treatment: Acrylic Impregnated
- C. Flooring Fasteners: Type recommended by flooring manufacturer
- D. Sleepers and Shims: Softwood Lumber, pressure treated for moisture protection, 2" x 4" size.
- E. Secondary Sub-Flooring: 23/32" thick plywood, APA Rated Sheathing, with tongue and groove edges, Exposure 1, sanded, preservative treated
- F. Vapor Retarder: Black Polyethylene Sheet, 8 mil thick; 2" wide tape for joint sealing
- G. Sheathing Paper: Plain Building Paper
- H. The Contractor shall use the following accessories during installation:
1. Ventilating Base: Molded Rubber, 4" high with 3" toe, ventilating-type, with adhesives and accessories, black
 2. Cushion Blocks: Resilient Pads; rubber material, sealed air channels for resiliency; compressible to 1/16" under a 40psi load with full and immediate recovery.
 3. Perimeter Springs: Flat spring steel, leaf shaped, with attachment clips, 0.093" x 1" x 9" size.
 4. Wood Plugs: Round shape, 3/4" diameter x 1/8" thick, of same species as flooring.
 5. Divider Strip: Angle mill finish aluminum
 6. Transition Strip: Same species and finish as flooring material; profiles indicated.
 7. Game Socket Devices - Cast aluminum type, with anchors
 8. Back Prime Paint
 9. Floor Finish: Polyurethane, to achieve high gloss surface; type recommended by flooring manufacturer
 10. Marking Paint: Per flooring manufacturer
 11. Sealer and Wax: Types recommended by the flooring manufacturer
- I. To insure the quality of products used, each wood flooring plank shall be inspected and stamped with species and grade on underside of each piece of wood at the factory.

11. Pre-Installation Methods

A. Examination

1. Contractor shall verify existing conditions before starting work.
2. Contractor shall verify that concrete sub-floor surface is smooth and flat to plus or minus $\frac{1}{4}$ " in 10 feet.
3. Contractor shall verify wood sub-floor is properly secured, smooth, and flat to plus or minus $\frac{1}{4}$ " in 10 feet.
4. Contractor shall verify that required floor-mounted utilities are in correct location.

B. Preparation

1. Sleepers and Shims

- a. Place vapor retarder over sub-floor surface, lapping edges and ends at a minimum 6" and tape seal; staple in place.
- b. Place sleepers over vapor retarder; space sleepers at 12" on-center.
- c. Shim underside of sleepers to achieve level line of plus or minus $\frac{1}{4}$ " in 10 feet.
- d. Anchor sleepers to concrete substrate with explosive driven concrete nails; place nails at 16" on center.
- e. Anchor sleepers to wood substrate with cement-coated nails; place nails at 16" on center.

2. Cushioned Sleepers

- a. Place vapor retarder over sub-floor surface, lapping edges and ends minimum 6" and tape seal; staple in place.
- b. Secure cushion blocks to underside of sleepers and at each end. Shim between blocks and sleepers for equal bearing on floor surface and to achieve level line of plus or minus $\frac{1}{4}$ " in 10 feet.
- c. Place sleepers over vapor retarder; space sleepers at 12" on-center perpendicular to room length; do not secure to sub-floor.

3. Secondary Sub-Flooring

- a. Place two layers of plywood sub-flooring over sleepers.
- b. Lay the first layer perpendicular to the sleepers, with end joints over sleepers, and nail at 12" on-center.
- c. Place sheathing paper between sub-flooring layers, lapping edges and ends 2", staple in place.
- d. Lay the second layer in the same direction, with edge joints offset 24" and end joints offset by one sleeper; nail to sleepers.

4. Prepare substrate to receive wood flooring in accordance with manufacturer's, MFMA, and NOFMA instructions.
 5. Broom clean substrate
12. Installation Process
- A. Contractor shall place sheathing paper over wood sub-floor; lap edges and ends 2", staple in place.
 - B. Wood Flooring Installation Requirements
 1. Install in accordance with manufacturer's, MFMA, and NOFMA instructions; pre-drill and blind nail to sleepers.
 2. Lay the flooring parallel to length of room areas. Verify alignment as work progresses.
 3. Arrange flooring with end matched grain set flush and tight.
 4. Terminate flooring at centerline of door openings where adjacent floor finish is dissimilar; provide divider strips and transition strips in accordance with flooring manufacturer's recommendations and as indicated.
 5. Install edge strips at unprotected or exposed edges, and where flooring terminates.
 6. Secure edge strips before installation of flooring with stainless steel screws.
 7. Install flooring tight to floor access covers.
 8. Install flooring under movable partitions without interrupting floor pattern.
 9. Provide 1 ½" expansion space at fixed walls and other interruptions.
 10. At cushioned sleepers, contractor shall install springs in perimeter expansion space at 24".
 - C. Contractor shall install base at floor perimeter to cover expansion space in accordance with manufacturer's instructions. Miter inside and outside corners.
 - D. Contractor shall install floor sockets to a depth enough to ensure flush top surface with floor surface.
 - E. Floor Finishing Procedures:
 1. Contractor shall mask off adjacent surfaces before beginning sanding.
 2. Contractor shall sand flooring to smooth even finish with no evidence of sander marks.
 3. Contractor shall take precautions to contain dust.
 4. Contractor shall remove all the dust by vacuum.
 5. Contractor shall apply finish in accordance with floor finish manufacturer's instructions.

6. Contractor shall apply filler and three finish coats.
 - a. Apply first coat and allow it to dry.
 - b. Buff lightly with steel wool to remove irregularities.
 - c. Vacuum clean and wipe with damp cloth before applying succeeding coat.
 7. Contractor shall lightly buff between coats with steel wool and vacuum clean before applying succeeding coat.
 8. Contractor shall apply colored game lines 2" wide per layout and logo per the Owner.
 9. Contractor shall apply last coat of finish
 - F. Contractor shall clean and polish floor surfaces in accordance with manufacturer's instructions.
 - G. Prohibit traffic on floor finish for 48 hours after installation
13. Synthetic Rubber Gym Floor Installation
- A. Install synthetic rubber gymnasium flooring in with the recommendations provided in this solicitation.
 - B. Concrete surface preparation (coordinate with demolition - floor tile removal).
 - C. Work shall include but not limited to poured-in-place synthetic rubber floor, including game lines.
14. Submittals
- A. The selected vendor shall provide concrete surface preparation and all necessary coordination with demolition and removal of old existing floor and flooring materials.
 - B. Contractor shall submit samples of all materials specified for approval.
 - C. Contractor shall submit a 1" x 1" sample of floor surface with game lines applied and finish coats for approval when requested.
15. Products
- A. Any proposed urethane synthetic gymnasium floor system shall meet or exceed the following minimum requirements:
 1. Tensile Strength Range: ASTM D-412: 88psi
 2. Density: ASTM D-3676: 45 pcf
 3. Elongation: 97%.
 4. Die Tear: PPI ASTM D-624 30
 5. Flexibility: ASTM F-147 0-1
 6. Die Tear: PPI ASTM D-624:30

7. Compressibility:

<u>ASTM F-36 A %</u>	<u>Recovery</u>	
50psi	20	87
100psi	32	91
200psi	42	91
8. Compressibility Set B: ASTM D-395 F/22hrs 26@25% Deflection
158 F/22hrs.
9. Polyurethane Topcoats: -2mm (Mercury and lead are not permissible in any trace quantity).
10. Shore Hardness: A80
11. Compression Set: 97%-99% recovery after 72 hours at 50% compression
12. Abrasion Resistance RV 32 according to DIN 18032
13. Shock Absorbency Vary according to thickness of vase material.
- | | |
|------------|---------------------|
| 4mm+2mm | 14% |
| 6mm + 2mm | = 20% |
| 6mm +2mm | 21% |
| 9mm + 2mm | = 32% |
| 11mm + 2mm | 33% |
| 14mm + 3mm | = 51%-DIN compliant |
14. Slip Resistance: mm 0.4 max. 0.6
15. Rolling Load: 1000 N according to DIN 10832/2
16. Ball Rebound: 99% according to DIN 18032/2
17. Elongation at Break:150% according to DIN 53517
18. Fire Rating: Class 1 according to DIN 51960
- B. Manufacturer shall be “Padenpor” equivalent or approved equal as manufactured and distributed by Abacus Sports Installation LTD, 780 Eden Road Lancaster, Pa 17601.
- C. Color shall be selected from manufacturer’s complete line.
16. Urethane Surface Finish
- A. Urethane surface finish shall be equal to those as manufactured for “Padenpor” or as recommended by the floor manufacturer, meeting ASTM Type II, oil-free products requirements.
- B. Colors used for game line application shall be selected from the manufacturer’s complete color line.
17. Recommended Work Execution
- A. Freshly poured concrete shall be allowed a minimum drying time of 45 days before urethane synthetic flooring is applied.
- B. The Contractor shall remove vinyl floor tile and provide an area free of oil, dust, dirt, paint, grease, adhesives, bond breakers, or other foreign substances. No curing compound shall be permitted.

- C. The Contractor shall fill expansion joints with a urethane sealant to a depth of 3/4".
 - D. The Contractor shall apply a bonding agent to adhere to the basic slab.
 - E. Slab Levelness:
 - 1. Concrete slab shall not vary more than 1/8" in ten feet (10').
 - 2. A representative of the installer shall take instrument readings on check points marked five feet o- center on all slabs. Final corrected readings to the 1/8" shall be recorded on a scale drawing and shall have a letter approving the levelness of the floor included.
 - F. Contractor shall only work if the room temperature is maintained at a minimum level of 70° F for two weeks prior to, and during the installation of synthetic flooring. Adequate ventilation is required.
 - G. Contractor shall complete work only if relative room humidity is not greater than a level of 70% and shall be maintained during the installation.
 - H. Contractor shall be responsible for climate control at the work site.
 - I. Prepared concrete shall be primed with one coat of primer as recommended by the flooring material manufacturer.
 - J. Pour urethane synthetic floor surfacing materials to achieve a monolithic, level surface to a thickness of 3/8".
 - K. Apply game lines and two coats of pigmented urethane finish. Final coat of finish shall be flat. Game lines shall be painted in configurations in accordance with the National Collegiate Athletic Association Amateur Athletic Union and colors as directed by the Engineer.
 - L. No traffic shall be permitted in the work area of for ten days after installation of final finish. No smoking, open flame, or sparking from electrical outlets, telephones, or electric motors shall be permitted in the area during application of primer, floor surfacing material, or finished materials.
18. Gypsum Wallboard Summary
- A. Workmanship: ASTM C 840 and ANSI A 97.1: Wallboard shall be applied in a single ply. Fire-resistant wallboard shall be provided at 8'-0" from floor to top of stud wall at partitions or walls.
 - B. Application: Wallboard shall be applied with boards in moderate contact but not forced in place. End joints of adjoining boards shall be staggered. Abutting joints shall be neatly filled. Wallboard shall be cut out as required to make neat close joints around openings. In vertical applications of wallboard, panels shall be of length required to reach full height of vertical surfaces in one continuous piece, where practical.
 - 1. Edge and End Joints: Wallboard shall be attached to supports with edge joints located over framing for fire resistance rated partitions or located over furring or framing otherwise.

2. Board Placement: Long dimension of each board shall be positioned as follows: On partitions: Vertically for fire resistance rated partitions.
3. Metal Wall Furring (Direct Attachment):
 - a. Install metal furring and drywall at columns to provide for attachment of new partitions and to install electrical service to classrooms as instructed in Section 16140 Receptacles.
 - b. Attach furring channels either vertically as required to attach drywall. Install furring channels within 4" of floor line and ceiling line.
- C. Screw Installation: Screws shall be driven with clutch-controlled power screwdrivers and spaced 12" on-center at ceilings and 16" on-center at walls except where framing members are spaced 24" apart on walls, screw spacing shall be 12" on-center.
- D. Contractor shall ensure proper types of joint and fastener finishing, joint compounds, in all nail and screw fasteners locations.
- E. Corner Bead and Joint Compound: At joints in external wallboard corners.
- F. Channel Edge Trim and Joint Compound: At exposed end joint of wallboard abutting dissimilar construction.
- G. Tape and Joint Compound: At joints between wallboard panels at internal vertical wallboard corners.
 1. Taping and Embedding Compound: Joints and fastener heads shall be set so the wallboard fits tightly against the supporting framework. Embedding compound shall be applied to wallboard joints and fastener heads in a thin uniform layer. Compound shall be spread not less than 3" wide at joints and reinforcing tape shall be centered on the joint and embedded in the compound. In areas where the joint is in a vertical or horizontal internal corner, tape shall be applied folded lengthwise with a thin layer of compound spread over the tape. After the initial treatment has dried, a second coat of embedding compound shall be applied to wallboard joints and fastener heads. A second coat of compound shall be spread in a thin uniform coat not less than 6" wide at joints. Treated areas shall be sanded to eliminate ridges and high points.
 2. Finishing Compound: After the embedding compound has dried, at least one coat of finishing compound shall be applied to joints and fastener heads. Finishing compound applied at joints shall be feathered out to not less than 12" wide. After the compound has dried, treated areas shall be sanded as necessary to obtain uniform, smooth surfaces. Care shall be taken not to scuff the paper surface of the wallboard.
 3. Corner Beads: Corner pieces shall be fitted neatly and secured with the same fasteners used for applying wallboard or as recommended by the bead manufacturer. Fasteners shall be spaced approximately 6" on-center and driven through the

wallboard into framing members. After the corner piece has been secured in place, the corner shall be treated with joint compound and reinforcing tape. Joint compound shall be feathered out from 8 to 10" on each side corner.

4. Channel Edge Trim: Members shall be placed securely on edges of wallboard and accurately aligned with the adjoining finished surface. Exposed flange shall be embedded and finished with joint compound.
 5. Angle Edge Trim: Members shall be accurately aligned with finish ceiling line against the wall and attached with screws or nails. Exposed flange shall be embedded and finished with joint compound.
- H. Gypsum Wallboard: ASTM C 36. Wallboard shall be supplied in 48" widths and in length to result in a minimum of joints, shall be 5/8" thick, with tapered edges.
1. Fire-Resistant Wallboard: Fire-resistant wallboard of appropriate thickness as indicated on the drawings shall be provided for fire resistance rated construction.
 2. Moisture-Resistant Wallboard: Aluminum foil backed; Moisture-resistant wallboard shall be provided for unrated construction around wet areas (water fountains and sinks).
 3. Fire and Moisture-Resistant Wallboard: Type X and aluminum foil backed. Fire and moisture resistant wallboard shall be provided for fire resistance-rated construction around wet areas (water fountains and sinks).
- I. Fasteners; Complying with ASTM C840 Requirements:
1. Bolts: FS FF-B-575
 2. Expansion Bolts: FS FF-S-325, Type I, Group III, self-drilling, 1/4" with washer.
 3. Nails: ASTM C 514; except FS FF-N-105, Type II, cement coated, sized for at least 3/4" penetration of supporting material, with mechanically deformed shanks, style 19 where required for specific fire resistance ratings.
 4. Screws: ASTM C 1002, Type S, at least 1" long.
- J. Metal TRIM: FS QQ-S-775, Type I, class D or E; formed from zinc-coated steel not less than 0.017" thick for corner beads and 0.015" thick for other trim. Angle and channel edge trim shall be equal to Number 200 series by United States Gypsum.
- K. Corner Beads: Angle-shaped with 1/8" head at apex of angle with wings 1" to 1-1/4" wide (as required to properly lap wallboard edge) and perforated, expanded for nailing, or combination metal and paper wings bonded together and not less than 1-1/4" wide. Beads shall be designed to receive joint compound finishing.
- L. Channel Edge Trim: For trimming perimeters of other wallboard surfaces that abut partitions, channel-shaped with thickness to match thickness of

wallboard. Concealed wing to be approximately 1/2" wide, and exposed wing approximately 7/8" wide and perforated for nailing. Channel trim shall be designed to receive joint compound finishing.

1. Joint Treatment Materials: ASTM C 475; tape shall be perforated.

19. Painting Work Summary

- A. Exterior paint shall not be applied in frosty, damp, or rainy weather, or when the temperature is below 50° F.
- B. The Contractor shall apply paint and finishing material to one classroom as designated by the Project Supervisor before any other interior painting and/or finishing is done. Upon approval by the Project Supervisor, this classroom will serve as the standard for similar work throughout the school. Any other examples of painting not included in the "sample" room shall be done when requested by the Project Supervisor.
- C. All rooms and closets within rooms shall be finished the same as the "main" room unless instructed otherwise. All janitor rooms, closets, and spaces not listed as a special room facing a hallway, stairwell, or entrance shall be finished inside the same as specified for the halls, stairs, etc.
- D. All paint and varnish shall be smoothly and evenly applied free from runs, sags, holidays, variations in sheen or color, and other defects. Edges of paint adjoining other materials or colors shall be sharp and clean without overlapping.
- E. All paint and finishes shall be applied by brush or roller. Ceilings and lockers are the only surfaces allowed to be sprayed. No other spraying shall be permitted unless approved by the Project Supervisor.
- F. The Project Supervisor must inspect all work where a coat has been applied before the application of the succeeding specified coat. Otherwise, no credit will be given, and the Contractor shall automatically assume responsibility to re-coat the work in question.
- G. Any painting done on unsuitable surfaces shall be removed, surfaces properly prepared, and re-painted or re-finished by the Contractor to the satisfaction of the Project Supervisor at no cost to City Schools.
- H. Caulking of door and window frames is included in this contract. Caulk shall be completely removed and replaced on areas where there is loose caulk, or it has shrunk. Make and type of caulk shall be submitted to the Project Supervisor for approval prior to use and included with the Contractor's materials list.
- I. All exposed pipes, coverings, ducts, conduits, wire mold, and prime coated butts shall be painted to match the surfaces against which they appear or are fastened.
- J. Drop cloths are to be thoroughly cleaned prior to use and used in all areas where painting is being done. Adjacent surfaces not being painted shall be carefully protected.
- K. All light fixtures, furniture, sprinkler heads, fire detector heads, fire extinguisher, chalkboards and other items shall be fully protected during

painting by suitable masking or covering. The Contractor shall replace sprinkler and fire detector heads at no expense to City Schools if they have been inadvertently painted.

- L. The Contractor shall have hardware accessories, switch plates, receptacle plates, and similar items removed or covered before painting.
- M. Free standing items such as bookcases, storage cases, files, screens, etc. (except radiators or items that form solid surfaces), shall be removed, and surfaces behind them painted and reset in the condition or position originally found. Items left in the room shall be completely covered.
- N. When work has been finished, the Contractor shall re-install all removed items to their original location, so the classroom or area is ready for use the following day.
- O. Each day at the completion of work, The Contractor shall remove all surplus painting materials and debris and clean all paint spots or laps on glass or other surfaces, regardless of when it occurred, and leave the jobsite in clean and finished condition.
- P. All materials used shall be as specified. No claim by the Contractor as to unsuitability or unavailability of any material, or inability to complete a job will be considered unless such claims are made in writing and submitted with their bid.
- Q. All interior paints shall be odor free and zero VOC as per EPA Test Method 24.

NOTE: Degree of offensive odor of paints used shall be determined by the School Principal and Project Manager.
- R. All interior paint thinner shall be odorless.
- S. Surface Finishes: Unless otherwise directed by the Project Manager, the following finishes shall apply:
 - 1. Flat Finish: All ceilings. (These can be sprayed.)
 - 2. Semi-Gloss Finish: All walls including classrooms, hallways, stairwells, closets and storerooms etc. (Brush and roller only.)
 - 3. Gloss Finish: All doors, doorframes, windows, trim, shelving and metal surfaces, bathrooms, shower rooms, lockers and locker rooms. (Brush and roller only, except for lockers, which can be sprayed.)
 - 4. Varnish Finish: All wood finished surfaces. (Brush and roller only.)
- T. Painting Instructions: The following table shows all approved paints and coatings. Any other paints will need to be approved as an equal prior to bidding. All Surfaces, whether bare or previously painted, shall be prime coated with one coat of the appropriate primer, and finish coated with the required number of coats necessary to achieve good hiding and adequate coverage.

<u>Type of Paint</u>	<u>ICI Glidden</u>	<u>Benjamin Moore</u>	<u>Duron</u>	<u>Lasting Paints</u>	<u>MAB</u>
Primer	Gripper #3210-1200	Fresh Start #023		Consol L4-444	Lokite 056-159
Flat Finish	Lifemaster #9100	Pristine Eco-Spec #219	Genesis 60 Series	PPG UC80021	Enviro-Pure Flat 040
Semi-Gloss Finish	Lifemaster #9200	Pristine Eco-Spec #224	Genesis 83 Series	Lasting L2-420	Enviro-Pure SG 047
High Gloss DTM/Exterior	Devflex #4208	M28 DTM	Dura Clad 95 Series	Consol L23-200	Acrylic DTM 043
Polyurethane	Woodpride #1908-0000	Stays Clear #422			

20. VCT Work Summary

- A. **Substrates:** Sub-floors will be clean, thoroughly dry, smooth, firm, sound, without springiness, and free of oil, paint, wax, dirt, and any other damaging material. All ridges and other uneven surfaces will be ground smooth. Cracks 1/16" or wider, will be cut out and filled with crack filler. Underlayment will be provided to fill the remaining holes, cracks, depressions, and for smoothing, leveling or feather edging. Chalky or dusty surfaces will be primed after cleaning and removal of all loose particles. Prior to applying VCT flooring, concrete will be thoroughly moisture tested to assure substrate is sufficiently dry for adhesive to set.
- B. **Flooring:** Application will be started in the center of rooms and areas and proceed out towards the edges. Lines and joints will be square, symmetrical, tight and even. Each floor will be in a true plane. Widths of pieces at edges will vary as necessary to maintain full-size pieces in the field, except piece size, where practical. Flooring will be cut and fitted around all permanent fixtures, built-in furniture, cabinets, pipes, and outlets. Edges will be cut, fitted, and scribed to vertical surfaces after field flooring has been applied. Edging strips will be provided where flooring terminates at points higher than the contiguous finished flooring, except at doorways where thresholds are provided. Plastic strips will be secured with adhesive.
- C. **Pattern:** Grain-pattern tile will be laid with the grain in one direction (perpendicular to the longest dimension of the continuous flooring area) and with joints perpendicular to the grain staggered one-half of the tile dimensions.
- D. **Priming:** Before applying flooring, concrete substrates in contact with the ground or over unventilated spaces will be primed. Primer will be worked into the surface completely and form a non-absorptive base. Primer will be thoroughly dry before adhesive is applied. Cutback-type adhesive will be applied to primed concrete floor surfaces (**Note: Adhesives will be odorless**).
- E. **Wall Base:** Applied after resilient flooring has been completed and the wall surface to which the base is applied is thoroughly dry. All cracks and voids in the wall will be filled with crack filler. Irregular surfaces will be brought to a smooth finish with an appropriate smoothing compound.

Adhesive will be applied to the back of the base with a notched trowel, leaving approximately ¼" wide un-coated surface along the top edge of the base. The base will immediately be pressed firmly against the wall and moved gently into place, making contact with abutting surfaces. The entire surface of the base will be rolled with a hand roller, and then the toe of the base will be pressed firmly against the wall. Internal and external corners will be formed with pre-molded sections. Joints will be tight fitted.

- F. **Cleaning:** Flooring and adjacent surfaces will be dry-cleaned to remove surplus adhesive. Immediately upon completion of an installation in a room, five days after installation, flooring will be washed with a non-alkaline cleaning solution, rinsed thoroughly with clear cold water, and given two coats of polish. After each polish coat, the floor will be buffed to an even luster. Wall-base will be cleaned but not polished.
- G. **Color and Pattern:** Resilient materials will be provided in colors approved by the City Schools Project Manager. Color and pattern will be uniformly distributed throughout material thickness. Variations in shades and off-pattern matches are not acceptable. Flooring in any one continuous area will be matching, with the same color, shade, and pattern as selected by the Owner from the manufacturer's full range of standard colors.
- H. Vinyl-Composition Tile:
 - 1. Manufacturers of Vinyl Composition Tile:
 - a. Standard Exelon Series, Armstrong World Industries, Inc. and Step Master Slip retardant tile for handicap ramp.
 - b. Azrock Floor Products Div.
 - c. Industries, Inc.
 - d. Tarkett Inc.
 - 2. Vinyl Composition Tile: FS SS-T-312, Type IV; 12"x 12" as follows:
 - a. Composition 1: Asbestos Free
 - b. Gage: 1/8"
 - c. Color and pattern of the tile will be specified on individual orders. Standard colors will be selected.
- I. **Wall Base:** Provide wall base which is sufficiently flexible to conform to irregularities in substrates. Pre-molded corners in matching size, shape and color will be provided for all right-angle external and internal corners.
 - 1. Manufacturers of Vinyl Wall Base
 - a. Armstrong World Industries, Inc.
 - b. Arzock Floor Products Div., Azrock Industries, Inc.
 - c. Johnson Rubber Co., Inc.

- J. **Vinyl Wall Base:** Provide vinyl base complying with FS SS-W-40, Type II, with matching end stops and performed or molded corner units, and as follows:
- a. Height: 4"
 - b. Thickness: 1/8" gage
 - c. Style: Standard toe-set cove and straight base without cove at carpet.
 - d. Finish: Matte
- K. **Adhesives:** Will be water resistant cut-back, odorless type as manufactured by Envirotec or approved equal as recommended by the flooring manufacturer to suit materials and substrate conditions
- L. **Underlayment:** Will be mastic-type underlayment approved for trowel application and capable of being feathered out at edges and sustaining loads without indentations.
- M. **Plywood Underlayment:** Will be 1/4", 3/8", or 1/2" interior plywood, smooth on side with exterior waterproof glue as manufactured by Armstrong or approved equal.
- N. **Resilient Edge Strip:** 1/8" thick, homogenous vinyl or rubber composition, tapered or bullnose edge, color to match flooring, or as selected by the Owner from the standard colors available; not less than 1" wide.
- O. **Wax:** Will be a water emulsion floor wax of an approved brand as recommended by the floor tile manufacturer.
- P. **Manufacturers of Textured Stair Treads:**
1. #450, Series Square, Flexo, Inc.
 2. #490, Target Series, The RCA Rubber Company
 3. #626, Series, Musson Rubber Co.
- Q. **Raises Profile of Molded Rubber Threads, Risers, and Stringers:**
1. #450 Heavy Duty Diamond Threads, 1/8" thick at wear area as manufactured by Flexo, Inc., the RCA Rubber Company, and the Musson Rubber Co. or approved equal.
 2. Resilient Stair Threads: Provide threads where shown, consisting of single-piece units of stair threads, or equal-length units if thread width exceeds available manufactured length. Color to be selected upon order as approved by the Owner.
- R. **Landing Materials:** Will be sheet rubber as manufactured by Flexo Inc., RCA Rubber Company, Musson Rubber Company, or approved equal with color throughout entire thickness. Material will be 5/32" thick in 36" wide roll with sanded back. Color to be selected upon order as approved by the Owner.
- S. **Leveling and Patching Compounds:** Latex-types as recommended by flooring manufacturers.

1. For Concrete Floor Surfaces: Non-shrinking cement mortar
2. For Walls: Types intended for purpose and condition
3. Concrete Slab Primer: Non-staining type as recommended by flooring manufacturer

21. Roofing Work Summary

- A. The work to be performed will include, but will not be limited to the following:
 1. Built-up Roofing: Asphalt and Cold Tar
 2. Insulation
 3. Vapor Barrier
 4. Shingle, slate, and Clay Tile: Should match existing type and color as close as possible
 5. Composition Flashings
 6. Metal Work:
 - a. Flashings, metal alleys, eave strips, gravel stops, and base flashings
 - b. Gutters, Downspouts and Built-in Gutters
 - c. Roof Drains, Gravity Vents, Power Vents, and Vent Pipes
 - d. Scuppers, Spout Heads, and Skylights
 7. Caulking reglet joints in masonry walls for cap flashing
 8. Caulking
 - a. Coping stones, walls and penetrations
 - b. Top of Flashings
 - c. Metal Work Areas
 9. Masonry
 - a. Coating and sealing
 - b. Mortar pointing or caulking
- B. The items listed above are intended as an aid to acquaint the Contractor as to what may be required to complete work under this contract. This list is not intended to be complete or contain everything that could be required. Any item that might be needed and isn't specified here shall be furnished and installed in accordance with the terms of this contract.
- C. All materials shall be new and of first quality, as manufactured by GAF, Manville, Schuller or approved equal. City Schools reserves the right to supply any or all materials and the Contractor shall not be paid for handling charge for these materials.
- D. Roofing Felts - glass type, asphalt impregnated, have a minimum dry tensile strength in all direction of 60lbs per lineal inch and meet all other requirements of ASTM specification D-2178-89, Type VI.

- E. Vent Sheet: Schuller Ventsulation, Celotex Channel Vent, or Tamko Vapro Chan sheet, meet ASTM specification D-4897-89, minimum weight of 76 lbs. per 100sf. GAF Stratavent is also acceptable (without holes for nail able decks).
- F. Asphalt: Meet ASTM specification D-312-89, Types I, II, III & IV. Type III & IV only shall be used on 5 in/ft. to 6 in/ft. slope as approved.
- G. Roofers Flashing Cement: Schuller Bestile or equal of GAF or Celotex, exceed ASTM specification D-4586-93, and Federal specification SS-C-00153A, Type A for winter use and Type B for summer use. This cement shall be long lasting with excellent adhesive qualities and be hard setting for attaching roofing to vertical surfaces.
- H. Roofers Plastic Cement: Schuller Industrial Roof Cement or equal of GAF or Celotex and exceed ASTM specification D-4586-93, Type II and Federal specification SS-C-00153A, Type I for winter use and Type II for summer. This cement shall be long lasting with excellent adhesive qualities and have long lasting plastic qualities.
- I. Asphalt Cold Primer: Schuller concrete primer or equal of GAF, Celotex, Koppers, Karnak or Flintkote. Primer shall meet or exceed ASTM Specification D-41-85.
- J. Fibrated Roof Coating: Solvent base, cut back asphalt, fibrated type, non-asbestos, as Schuller Topgard, Type F, or approved equal, and meet ASTM specification D-4479-93, and Federal Specification SS-A-694D.
- K. Fibrated Aluminum Roof Coating: Asphalt-based, non-asbestos fiber reinforced, highly reflective aluminum roof coating as Schuller or approved equal and meet ASTM specification D-2824-85, Type III.
- L. Nails for Vent Sheet: Screw Tite 1 ¾" long with 1" square head manufactured by Simplex for gypsum plank; Tubeloc, manufactured by Simplex for cementations wood fiber decks, insulating concrete fill decks and poured gypsum deck.
- M. Other Roofing Nails: Conform to requirement of the proposed use and provide maximum holding power. Types of nails used for various means of attachment shall be submitted to the Project Manager for written approval before starting work. Nails for flashing to be 1" square or round heads, of approved length and masonry type.
- N. Can't Strip: Fiberboard-type, rigid, meet ASTM specification C208-82 and Federal Specification LL-1-534A, Class C, chemically treated to resist dry rot, decay, insects and fungus growth, face width 5", cut to fit at 45 degrees.
- O. Sheathing Paper: Rosin size type paper, at least 20 pounds.
- P. Aggregate: Existing to be reused if possible. If required, new aggregate shall meet ASTM specification D-1863-86, be clean of debris and be Size 4.

- Q. Stripping Termination Fabric: Asphalt impregnated-type, rolls, various widths as Karnak specification grade or approved equal and meet ASTM specification D-173-86.
- R. Roof Insulation: High thermal roof insulation board consisting of core of Isocyanurate between two layers of inorganic fiberglass facers, such as Schuller Ultra Guard Gold or approved equal, or inorganic expanded perlite mineral aggregate, board type such as Schuller Fesco or approved equal. Thermal values to be certified in accordance with the Roof Insulation Committee of the Thermal Insulation Manufacturers Association Technical Bulletin 281-1, for a nominal thickness 1". Thickness of new insulation is to match existing.
- S. Fasteners for Roof Insulation: Meet requirements and approval of Factory Mutual Standard I-90 construction and 4470, including Paragraph 3.8 on corrosion resistance, only stainless steel or fluropon coated steel with minimum size plate 3"x 3" in appropriate thickness and formed design.

22. Door and Frame Work Summary

- A. The work under this solicitation includes all work related to repair and new installation of various interior and exterior doors, frames and related work on an as needed basis and includes, but not limited to replacing doors, frames, hardware, and other related work.
- B. The items above are intended to advise the Contractor as to the type of work included as part of this contract and is not intended to be complete or contain everything that might be required. Any item that could be needed but not specified in these specifications shall be furnished and installed in accordance with the terms of this contract.
- C. All materials shall be new and of first quality.
- D. City Schools reserves the right to furnish any or all materials as part of a job and the Contractor shall not be paid any handling charges for these materials.
- E. All new doors and frames shall be 16 gauge, unless otherwise specified by the Project Supervisor and painted to match existing.
- F. All steel doors shall comply with ANSI A 250.8, unless more stringent requirements are indicated.
- G. Manufacturers; Subject to compliance with requirements, provide steel door and frame products by one of the following:
 - 1. Copco Door Company
 - 2. Curriers Company
 - 3. Pioneer Industries Inc.
 - 4. Republic Builders Products, or approved equal
- H. Materials
 - 1. Hot-Rolled Steel Sheets: ASTM A 569/A 569M, Commercial Steel (CS), Type-B; free of scale, pitting, or surface defects; pickled and oiled.

2. Cold-Rolled Steel Sheets: ASTM A 366/A 366M, Commercial Steel (CS), or ASTM A 620/A 620M, Drawing Steel (DS), Type-B; stretcher-leveled standard of flatness.
 3. Electrolytic Zinc-Coated Steel Sheet: ASTM A 591/A 591M, Commercial Steel (CS), Class-B coating; mill phosphatized; suitable for unexposed applications; stretcher-leveled standard of flatness where used for face sheets.
- I. Doors and Frames
1. Cold-Rolled Steel Sheets: ASTM A 366/A 366M, Commercial Steel (CS), or ASTM A 620/A 620M, Drawing Steel (DS), Type-B; stretcher-leveled standard of flatness.
 2. Vision Lite Systems: Manufacturer's standard kits consisting of Lexan-Lite moldings to accommodate Lexan thickness and size of vision lite.
 3. Level 4, Models 1 and 2, doors below have 0.067" (1.7mm) thick faces and apply only to 1 3/4" (44.4mm) thick doors.
- J. Fabrication
1. Vision Lite Systems: Manufacturer's standard kits consisting of Lexan-Lite moldings to accommodate Lexan thickness and size of vision lite.
 2. Door Construction: For exterior locations and elsewhere as indicated, fabricate doors, panels, and frames from metallic-coated steel sheet. Close top and bottom edges of doors flush as an integral part of door construction or by addition of 0.053" thick, metallic-coated steel channels with channel webs placed even with top and bottom edges.
 3. Frame Construction: For exterior locations and elsewhere as indicated, fabricate doors, panels, and frames from metallic-coated steel sheet. Close top and bottom edges of doors flush as an integral part of door construction or by addition of 0.053" thick, metallic-coated steel channels with channel webs placed even with top and bottom edges.
 4. Core Construction: One of the manufacturer's standard core materials that produce a door complying with SDI standards indicated below.
 5. Rigid mineral-fiber board
 6. Clearances for Non-Fire-Rated Doors: Not more than 1/8" at amb and heads, except not more than 1/4" between pairs of doors. Not more than 3/4" at bottom.
 7. Single-Acting, Door-Edge Profile: Square edge, unless beveled edge is indicated.
 8. Tolerances: Comply with SDI 117, "Manufacturing Tolerances for Standard Steel Doors and Frames."

9. Fabricate concealed stiffeners, reinforcement, edge channels, louvers, and moldings from either cold or hot-rolled steel sheet.
 10. Exposed Fasteners: Unless otherwise indicated, provide countersunk flat or oval heads for exposed screws and bolts.
 11. Thermal-Rated (Insulating) Assemblies: At exterior locations and elsewhere as shown or scheduled, provide doors fabricated as thermal-insulating door and frame assemblies and tested according to ASTM C 236 or ASTM C 976 on fully operable door assemblies.
 12. Hardware Preparation: Prepare doors and frames to receive mortised and concealed hardware according to final door hardware schedule and templates provided by the hardware supplier. Comply with applicable requirements in ANSI A250.6 and ANSI A115 Series specifications for door and frame preparation for hardware.
 13. Reinforced doors to receive surface-applied hardware. Drilling and tapping for surface-applied hardware may be done at the project site.
 14. Locate hardware as indicated on Shop Drawings or if not indicated, according to ANSI A250.8.
 15. Finishes; Prime Finish: Manufacturer's standard, factory-applied coat of primer.
 16. Wood Doors: Furnish and install interior wood doors.
- K. Manufacturers: Subject to compliance with requirements, provide wood door and frame products by one of the following:
1. Algoma Hardwoods, Inc.
 2. Weyerhaeuser Corp.
 3. Eggers Hardwood wood Products Corp.
- L. Clearances, Edge Clearances for non-fire rated installation shall be provided as follows:
1. Between Door and Frame, at Head and Jambs: 1/8"
 2. At Doorsills:
 - a. Where No Threshold is Used: 3/8" max.
 - b. Where Threshold is Used: 3/4" max above finished floor
 - c. Where Carpet is Used: 3/8" above carpet
 - d. Between Meeting Edges of Pairs of Doors - 1/8"
 3. Fire Rated Doors: Provide clearance complying within the limitations of the authority having jurisdiction.
- M. Fabrication
1. Solid Core "Particleboard" Doors (AWI spec symbol – PC)

2. Face Veneers: Standard thickness thoroughly kiln and plate dried AWI-Premium Grade. Pairs of doors shall be matched as pairs on both sides and marked.
3. Cross Bands shall be not less than 1/16" thick hardwood, tape less spliced with Type-II adhesive and be full to the four sides of the door and shall be thoroughly sound, with no defects or voids.
4. Core
 - a. Particleboard: a formed flat panel consisting of wood particles bonded together with synthetic resins or other added binder, with a density of 28-32 lbs. per cubic foot.
 - b. The material shall meet or exceed the requirements of Grade "1-L-1" Particleboard as described in the latest edition of ANSI A208.1, "Mat Formed Wood Particleboard."
5. Adhesive: Face assembly Type I (waterproof); core assembly Type II (water-resistant).
6. Light and louver openings and other detail work shall be in accordance with the door manufacturer's standard detail.
7. Glass beads and other detail work shall be of same species and color as face veneers.
8. Louvers: Shall be standard rounded edge slat type of wood without banding; shall be same species as face veneers.
9. Sizes: All doors shall be sized to prior installation.
10. All glazed openings shall have metal glazing beads.
11. Fire doors to have rated wood top and bottom rails and lock blocks for screw fastening of all hardware items.
12. Provide full length solid lumber outer stiles, matching face veneers, with heavy-duty reinforcement, as required, to allow surface mounted hardware to be attached with screws.
13. Pre-drill all screw holes.
14. Double Fire Doors
 - a. Double fire doors shall be supplied with matching veneer-wrapped metal edge guardless astragal, Warnock Hersey labeled.
 - b. Shall be "Superstile" by Algoma Hardwoods, Inc.
 - c. Mortise hinges shall be installed with #12 x 1-1/4" Type-A fully threaded screws in 5/32" pilot holes, pre-drilled at the factory.
 - d. Surface mounted hardware must be installed with #12 Type-A fully threaded screws long enough to penetrate 1-1/12" into the door itself.
15. Veneers
 - a. AWI Grade: Premium

- b. Cut: Plain Sliced
 - c. Species: White Oak
16. Tolerances
- a. Size Tolerance: Thickness 1/16", length 1/16", standard widths 1/16", pre-fit widths 1/32".
 - b. Squareness Tolerance: Diagonal measurement difference will not exceed 1/8".
 - c. Factory Hardware Preparation Tolerance: A-plus 1/32" tolerance will be allowed on hinge preparation cutouts; - plus 1/32" minus 0" tolerance will be allowed on lock front preparation cutouts.
 - d. Stile, rail and core show-through (telegraphing) will not be considered a defect unless the face of the door varies from a true plane in excess of 1/100" in any 3" span.
17. Warp
- a. Warp is any distortion in the door itself and does not refer to the door in relation to the frame of jamb in which it is hung.
 - b. Warp will not be considered a defect unless it exceeds 1/4" in the plane of the door itself.
 - c. Warp is measured by placing a straightedge on the concave face and determining the maximum distance from straightedge to door face.
 - d. For Doors 1-3/4" or thicker, warp will not exceed 1/4" in doors 3/6 x 7/0 or smaller, nor will it exceed 1/4" in any 3/6 x 7/0 section larger doors; for door less than 1-3/4" thick, warp will not exceed 1/4" in doors 3/0 in doors 3/0 x 7/0 or smaller.
 - e. Finishes: Natural Finished Wood Doors: Wood doors scheduled for stain finish shall be stained and finished on the job as specified in Section 09960.
 - f. Caulking: All interior and exterior surfaces, shall have proper contact for proper caulking back up. The caulking shall contact the brick or concrete exterior masonry and the exterior face of head, jambs and sills. Sealant shall be applied in accordance with the door and the sealant manufacturer's recommendations. At joints, wipe off excess, and leave the exposed sealant surfaces clean and smooth.

23. Plumbing Work Summary

- A. The Contractor shall provide all labor, materials, tools, equipment and supervision necessary to perform miscellaneous plumbing and heating

services on an as-needed basis. Work to be performed will include, but not be limited to the following:

1. Water Service
 2. Plumbing Fixtures
 3. Toilet Fixtures
 4. Toilet Partitions
 5. Shower Room and Toilet Accessories
 6. Domestic hot and cold water pipes and fittings
 7. Sanitary drainage pipes and manholes, including frame and cover
 8. Storm drainage pipes, inlets, catch basins, and manholes
 9. Sump Pumps
 10. Hot water recirculating pumps (domestic)
 11. Booster Pumps
 12. Gate valve, pre-cast concrete pit, including discharge pipe and electric.
 13. Grease trap, floor drain, lavatory exhaust fans, and roof drains
 14. Insulation and pipe covering
 15. Any site work required as part of a project
- B. The Contractor will be required to replace flooring, concrete, asphalt, grass, or sod which was removed during demolition.
24. HVAC Work Summary
- A. The Contractor shall furnish all labor, materials, supplies, equipment, supervision, insurance, and services necessary for the repair and minor replacement of HVAC systems and related equipment and ducts affected by gymnasium renovation and remodeling work. All work must meet or exceed the rules, regulations, and recommendations of the organizations listed below as well as conform to the manufacturer's recommended repair and maintenance procedures.
- B. All parts and/or materials used on City Schools equipment must meet or exceed the Manufacturer's specifications unless the Contractor receives written approval for the use of alternate parts or materials.
25. Electrical Work Summary
- A. The Contractor shall provide all labor, materials, tools, equipment and supervision necessary to perform miscellaneous electrical repair and/or replacement services affected by gymnasium renovation and remodeling work.
- B. This contract shall include but not be limited to gymnasium/building electrical wiring, repairs of electrical equipment, electrical parts of other building systems related to gymnasium remodeling and/or repair, underground wiring, transformer rooms, overhead wiring, power cables, and any other necessary electrical system and equipment repairs.

- C. All work shall be performed by electricians licensed by the State of Maryland in accordance with the latest edition of any and all state and local electrical codes.
- D. All materials, parts, and supplies furnished by the Contractor shall be new and per the original equipment manufacturer's part number for the equipment, or approved equivalent, and suitable for use as installed to insure the completed repairs fulfill the intended requirements of the existing equipment, design and performance. Substitutions shall be done only with the prior written approval of the Project Supervisor.
- E. The Contractor will be expected to maintain an adequate inventory of materials, parts, and supplies which are reasonably expected to be needed to provide service under this contract or establish sources that will have them readily available in the local area. Delay in providing repairs due to lack of materials, parts, or supplies is enough reason to terminate the contract for default.
- F. The Contractor shall have materials and hardware required for normal electrical installation or always repairs available in their service vehicles. This includes but is not limited to conduit, EMT, boxes, switches, receptacles, wire, device plates, etc.
- G. All materials, parts, or supplies used in conjunction with this contract are subject to the approval of the Project Supervisor. If replacement parts have an extended delivery lead time, the Project Supervisor may authorize rebuilding the malfunctioning item. This authorization will require prior written approval from the Project Supervisor.
- H. Baltimore City Public Schools reserves the right to provide any or all materials, parts, supplies to the Contractor, if it is in our best interest to do so. The Contractor shall not be paid handling charges for materials supplied by City Schools.

26. Glazing Work Summary

- A. The Contractor shall furnish all labor, materials, equipment, supervision, insurance and services necessary for the repair and/or replacement of glass, glazing, vision lights and transom lights. Work to be performed will include, but will not be limited to the following:
 - 1. Replacing Faded Plexiglass
 - 2. Replacing Broken Glass
 - 3. Re-sealing windows that are draughty and leaking.
- B. All materials shall be new and of first quality. The type and thickness of materials to be used for each project will be determined on a case by case basis and the Project Supervisor will provide final approval. City Schools reserves the right to furnish any or all materials for a project and the Contractor shall not be paid a handling charge for these materials.
- C. Glazing
 - 1. Plastic: MR-10 as manufactured by General Electric Co. or approved equal.
 - 2. Tempered Glass

3. Wire Glass

- D. Sealants: All sealants shall be applied in accordance with the glazing and sealant manufacturer's recommendations. Excess at points shall be wiped leaving the exposed sealant surfaces clean and smooth.
- E. Gaskets: All gaskets shall be installed in accordance with the glazing and the window manufacturer's recommendations. Gaskets shall comply with all standards and have the appropriate profile and hardness required to maintain a watertight seal.
- F. Miscellaneous Glazing Materials
 - 1. General: Provide products of material, size, and shape complying with referenced glazing standards, requirements of glass manufacturers, and other glazing materials involved for glazing application indicated with a proven record of compatibility with surfaces contacted in installation.
 - 2. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.
 - 3. Setting Blocks: Elastomeric material with a Shore A durometer hardness of 85 plus or minus 5.
 - 4. Spacer: Elastomeric blocks or continuous extrusions with a Shore A durometer hardness required by the glass manufacturer to maintain glass lights in place for the installation indicated.
 - 5. Edge Blocks: Elastomeric material of hardness needed to limit glass lateral movement (side-walking).
 - 6. Plastic Foam Joint Fillers: Pre-formed, compressible, resilient, non-staining, non-extruding, non-outgassing, strips of closed-cell plastic foam of density, size and shape to control sealant depth and other wise contribute to produce optimum sealant performance.
 - 7. Perimeter insulation for Fire-Resistive Glazing: Identical to product used in test assembly to obtain fire-resistant rating.

27. Carpeting Work Summary

Carpeting work included as part of this contract includes, but is not limited to:

- A. The Contractor shall furnish all labor, materials, equipment, supervision, insurance and services necessary for the complete application of carpeting and vinyl wall base installation and related work. The work might include demolition of existing VCT, carpet, and/or vinyl wall base and preparation of substrate flooring and walls in accordance with the specifications or manufacturer's recommendations (as appropriate).
- B. After carpet installation work might include shaving/trimming doors so they can open and close freely without damaging the new flooring (included in bid pricing).
- C. Moving furniture shall be the Contractor's responsibility (included in bid pricing).
- D. Unless otherwise stated, all carpet will run in the same direction and be installed with a minimum number of seams. Carpet will be installed in all

spaces, so a minimum number of sections are used and stretched drum tight in length and breadth directions by use of knee-kickers and power stretchers. Where carpet and cushion meet raised tile or other hard surfaces, special care will be required to install a flush surface between the two surfaces. Raw carpet edges will be securely tucked down and held in place with a gripper bar. A seam diagram will be submitted prior to installation at no additional cost to City Schools.

- E. Seams will be either sewn or taped using methods or products approved by the carpet manufacturer.
 - 1. All carpet to be taped and seamed with a strong hot melt tape such as Roberts Super Tape 50-330 or approved equal. When seaming with hot melt tape, make sure heat control and heat shield is used on iron to avoid heat buildup, per the manufacturer's recommendations.
 - 2. Seal all seam edges with a suitable edge sealer per manufacturer's recommendations.
 - 3. If the manufacturer has any special instructions regarding the seaming of their carpet, the Contractor must abide by them.
- F. Carpet will have cut edges beveled and sealed unless otherwise specified by the Project Manager. Transition to other materials is made and cemented to the floor surface with the manufacturer's recommended adhesive and installed in continuous lengths as long as practical with a minimum number of joints.
- G. No seams will exist at doorways and entries perpendicular to doors.
- H. Seams occurring at doors which are parallel to the door will be centered under the door.
- I. Seams occurring at corridor change of direction will follow wall line parallel to carpet directions.
- J. Carpet installation by direct glue down method will be per manufacturer's recommendation and instructions to insure a quality job in every respect.
- K. After proper sub-floor preparation, carpet will be secured to floor using environmentally friendly adhesives per the manufacturer's recommendation and instructions for the carpet specified. Enough adhesive will be applied for a 100% bond of the carpet back to the floor and each breadth will be rolled in the width with a suitable roller (approximately 75 lbs.) to insure good contact with the floor.
- L. For woven carpet, environmentally friendly contact adhesives will be used per the manufacturer's recommendation (about 6" wide) will be used along carpet edges where they butt to a wall on end cuts and along all cross seams to minimize the possibility of shrinkage from over wetting. Apply contact adhesive to both floor and carpet back.
- M. Brush or roll out looseness and bubbles.

- N. The Contractor shall follow the manufacturer's installation instructions regarding temperature and humidity conditions to insure proper installation.
- O. All loose threads will be cut with scissors.
- P. The Contractor will thoroughly vacuum the entire floor surface with an upright beater bar-type vacuum cleaner to the Project manager's satisfaction.
- Q. All unused pieces of carpet are to be left on the jobsite and placed in an orderly manner in an area designated by the City Schools Project Manager.
- R. If needed, the Contractor will re-stretch the carpet, repair seams, joints, and edges, once within twelve (12) months after final approval of the finished installation. The exact time of this work will be left to the discretion of City Schools. Additionally, the Contractor will provide a two-year unconditional guarantee against workmanship covering further re-stretching repair of seams, puckering and any other defects that might be directly pointed to deflection workmanship.
- S. Wall Base Installation
 - 1. The wall surface to which the base is applied must be thoroughly dry.
 - 2. All cracks and voids in the wall shall be filled with crack filler.
 - 3. Irregular surfaces shall be brought to a smooth finish with an appropriate smoothing compound.
 - 4. Adhesive shall be applied to the back of the base with a notched trowel, leaving approximately 1/4" wide uncoated surface along the top edge of the base.
 - 5. The base shall be pressed firmly against the wall and moved gently into place, contacting abutting surfaces.
 - 6. The entire surface of the base shall be rolled with a hand roller and then the toe of the base will be pressed firmly against the wall.
 - 7. Internal and external corners shall be formed with pre-molded sections.
 - 8. All joints shall be fitted tight.

28. Removal and Demolition

- A. Removal of any materials and equipment by the Contractor shall be executed with care so that anything remaining is not damaged. The Contractor shall be held responsible for any sustained to existing City Schools equipment and/or system during removal and/or demolition. The Contractor shall repair or replace any and all damage done by their employees or subcontractors their own expense. All existing equipment and systems remaining in the work area shall be properly protected while working.

- B. Any equipment or materials removed by the Contractor which are not to be reused shall be turned over to City Schools as directed. Any items not being kept by City Schools shall be legally disposed of at no additional cost to City Schools.
29. Services and Facilities
- A. The Contractor will permitted to us existing electrical facilities at the jobsites in the performance of this work.
 - B. The Contractor shall exercise discretion when using portable electrical tools and equipment to not add excessive loads on the wiring system.
 - C. The Contractor shall be held liable for any abuse or misuse of this privilege and will repair any resulting damage at their expense.
30. Cleaning
- A. The Contractor shall keep all work areas clean while onsite and leave them broom clean whether indoors or outdoors prior to vacating.
 - B. Any dust created while working shall be controlled to prevent its spread to other portions of the building and to avoid creation of a nuisance in surrounding areas.
31. Approval and Regulation
- A. The Baltimore City Building Inspector has the right to inspect the facility to ensure that all work has been completed in accordance with all applicable codes and permits.
 - B. Upon completion, a final certificate of approval shall be submitted by the Contractor to the agency supervisor.
32. Underwriters Laboratory (UL) Labelling
- The Contractor shall insure that all materials supplied under this contract meet the latest requirements of the Department of Housing and Community Development for having Underwriters Laboratory Labeling on equipment.
33. Final Inspection, Project Acceptance, and Closeout
- A. The Contractor shall notify the Project Supervisor in writing when the project has been completed.
 - B. Upon receipt of this notification, the Project Supervisor and Contractor shall inspect the work jointly and the Project Supervisor shall prepare a written punch list.
 - C. Final acceptance of the project will be made only when all items covered by this contract are complete to the satisfaction of the Project Supervisor, including all punch list items. At this time contract working days will cease.
34. Placing in Service
- A. Once completed, all work shall be carefully checked by the Contractor and City Schools Project Supervisor.
 - B. Additional repairs if needed, shall be performed to complete satisfaction of the City Schools Project Supervisor.

- C. It is the intention of these detailed specifications to cover fully all repairs/renovations, so the gymnasium facility is ready for regular use when accepted by the City Schools Project Supervisor.

35. Guarantee

- A. All repair work performed by the Contractor shall be guaranteed to be free from defects for one (1) year. The Contractor shall be notified in writing about failure of any materials or repairs and correct the defect promptly at their expense. The one (1) year guarantee period will begin only after the satisfactory testing and placing into service of completed work has been accepted by the Project Supervisor. Failure to correct unsatisfactory or uncompleted work will result in the Contractor being back charged all costs to correct the defects and these costs shall be deducted from any open invoices. All corrections must be completed within five (5) days of written notification.
- B. Certain replacement materials may be guaranteed by the manufacturer for a period longer than specified in this contract. Should this be the case, the longer guarantee is in effect.
- C. This contract does not supersede any original manufacturer's warranty that may be in effect on materials covered by this contract. Such warranties shall be exercised by City Schools.

36. Payment Procedures

- A. All services shall be paid at the per item and/or labor and materials rates (T+M) quoted in the bid proposal sheet. The Contractor will only be paid for the **actual work performed and the actual hours worked** (shown on the time ticket).
- B. The item costs, labor, and material rates quoted shall include all taxes, mileage, insurance, transportation, tools of the trade, fringe benefits, supervision, overhead, services required to actively direct and control all repair/installation. Daily time tickets shall be submitted with all invoices by the Contractor for each repair job and signed by the Project Supervisor for all repair work. A materials cost breakdown and actual materials invoices shall be submitted for all repair work, to verify quantities and cost.
- C. Invoices shall be submitted for payment only after each repair job has been entirely completed and approved by the Project Supervisor. No partial billing shall be allowed for any repair work held up due to delivery of materials, parts, or manpower to complete the repair project.
- D. Invoices shall be submitted in duplicate. Daily time tickets, materials cost breakdown, and materials invoices shall be submitted in duplicate.
- E. Cost of consumable materials shall be reasonably prorated for each service call.
- F. Payment under emergency rates will be for no more than the first two hours of any service call. Beyond two hours, the rates will be in accordance with normal, after, or holiday hours, whichever is applicable.

- G. Baltimore City Public Schools shall pay one (1) hour for service calls less than one (1) hour in duration in one building or building complex. All labor, after one (1) hour, shall be billed in quarter (1/4) hour increments.
- H. The Contractor shall only be paid for labor, materials, parts, and supplies authorized and accepted by the Project Supervisor.
- I. No payment will be made for time taken for meals.
- J. The Project Supervisor shall sign and date acceptable invoices.
- K. Authorized materials provided by the Contractor shall be invoiced at cost plus bid markup percentage. The estimated materials amount on the Bid Proposal Sheet is for bid evaluation purposes only and is not a guaranteed amount. Actual amounts may be more or less. Locally acquired parts or materials shall include cost from supplier only (no freight) and shipped parts or materials shall include cost plus freight. Any applicable sales tax paid by the Contractor for materials shall be itemized and **are not** reimbursable.

37. Asbestos

- A. Building materials containing asbestos were used in the construction of certain City Schools buildings. In the event asbestos is present or suspected to be present on a jobsite, the Contractor should not attempt to remove or disturb it. The Project Supervisor should be contacted immediately and will arrange for its removal in compliance with all applicable federal, state, local, and other regulations. However, the Contractor is responsible to obtain and be familiar with all regulations regarding asbestos exposure.
- B. For the purposes of this document, whenever COMAR regulations are quoted, it shall be understood that all references to "the Employer" shall mean "the Contractor" and all references to "Employee(s)" shall mean "Contractor's Employees and/or entity working for or under the Contractor who will be performing work under this contract".
- C. Whenever there is exposure or possible exposure to asbestos, and/or asbestos related materials, the Contractor shall comply with COMAR Regulation 09.12.32c and MOSH Standard 29 CFR 1910.1001.
- D. Copies of the regulations relating to asbestos may be obtained by contacting the Division of Labor and Industry, Maryland Occupational Safety and Health, 501 Paul Place, Baltimore, Maryland 21202-2272, telephone (410) 333-4164.

38. Environmental Protection

A. General Requirements

The requirements in this section consist of furnishing all labor, materials and equipment, and performing work required for the prevention of environmental pollution while providing service under this contract. For the purpose of this specification, environmental pollution is defined as the introduction of and/or presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare unfavorably alter biological balances of importance to human life or affect other species of importance to man. The control of environmental pollution requires consideration of air, water, and land.

- B. The Contractor and their subcontractors shall comply with the following regulations in the performance of work under this contract:
1. Clean Air Act (CAA)
 2. Clean Water Act (CWA)
 3. Code of Maryland Regulations (COMAR) Titles 09 and 26
 4. Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, commonly known as Superfund)
 5. Emergency Planning and Community Right-to-Know Act (EPCRA)
 6. Endangered Species Act
 7. National Environmental Policy Act (NEPA)
 8. Federal Insecticide, Fungicide, Rodenticide Act (FIFRA)
 9. Occupational Safety and Health Act (OSHA)
 10. Oil Pollution Act, Pollution Prevention Act (PPA)
 11. Safe Drinking Water Act
 12. Toxic Substance Control Act (TSCA)
 13. All other applicable Local, State, and Federal laws and regulations concerning environmental and safety requirements, as well as the specific requirements stated elsewhere in the contract specifications.
- C. If state, federal, or installation regulators determine that the Contractor has or is creating a condition that may present an imminent and substantial danger to health or the environment they have the authority to issue project cease and desist and/or termination orders without routing such notification through the City Schools Project Supervisor. Such authority falls under definition of "imminent hazard" as defined by OSHA, RCRA, and other laws (see "APPLICABLE REGULATIONS" above). If directed by persons authorized to issue such notifications, the Contractor shall comply and notify the City Schools Project Supervisor immediately.
- D. The Contractor should not wait for the City Schools Project Supervisor and/or regulator notification before initiating corrective actions for spills, leaks, fires, explosions, and/or accidents involving injuries. In the event of such incidents the Contractor shall immediately notify the proper authorities and implement corrective actions to prevent further injuries or damage to the environment. All costs incurred as the result of a Contractor caused environmental accident are their responsibility.
- E. Compliance with the provisions in this section by subcontractors shall be the responsibility of the Contractor.
- F. The Contractor shall protect against the emission of hazardous substances into the air that cause or contribute to air pollution and could endanger health, welfare and the environment.
- G. The Contractor's use or installation of ODC (i.e., Methylchloroform (MCF), 1,1,1-Trichloroethane (TCA), Carbon Tetrachloride (CCI), CFC-113, etc.) and Class 1 ODS (i.e., R-11 (CFC-11), R-12 (CFC-12), R-13 (CFC-13),

R114 CFC-114), R-500, R-502, R503, etc.) are not permitted under this contract.

- H. While working, the Contractor may encounter equipment painted with lead paint. If this happens, the Contractor should take every possible precaution not to disturb it. Any debris contaminated with a TCLP lead reading of 5 ppm (mg/1) or greater should be considered hazardous waste. Lead contaminated debris determined to be hazardous waste should be placed in a roll-off, drum, or any other container approved for hazardous waste storage. All containers shall be labeled with a "hazardous waste" label and annotated with the following "lead contaminated debris, EPA D008" in accordance with RCRA hazardous waste regulations. The Contractor shall legally dispose all hazardous waste generated. The Contractor shall contact DSHE (TSDf), (410) 436-8423, through the City Schools Project Supervisor to make arrangements for pickup and disposal of all hazardous waste. City Schools will reimburse the Contractor for any associated cost.
- I. Electrical equipment (i.e., transformers, switches, capacitors, ballast, etc.) which contain PCB-contaminated dielectric materials shall be handled as hazardous waste as required by the Toxic Substances Control Act (TSCA). The Contractor shall inform the City Schools Project Supervisor if any PCB-contaminated equipment, materials and sites are discovered while working.
- J. Equipment such as switches, thermostats, thermometers, etc. containing toxic characteristic leaching procedure (TCLP) mercury in concentrations of 0.20 ppm (parts per million) or greater shall be consolidated, containerized, and labeled, and disposed of by the Contractor. City Schools will reimburse the Contractor for any associated cost.
- K. The Contractor shall not release refrigerants, ozone-depleting substances (ODS), or ozone-depleting chemicals (ODC) into to the environment while working on existing City Schools HVAC systems. All service personnel shall have the necessary training and certifications to safely remove these substances/equipment. All equipment shall meet U.S. Environmental Protection Agency (EPA) (40 CFR 82.158(b) (1)) and/or Air Conditioning and Refrigeration Institute (ARI) 740-1993 standards and certifications. Refrigerant shall be recovered for reuse and recycled for the DOD Reserve Bank or destroyed in accordance with state and federal regulations.
- L. Materials containing asbestos shall not be used on any portion of work under this contract.
- M. Heavy metal free solder and flux (i.e., lead, cadmium, silver, etc.) should be used to the greatest extent possible when working.

39. Contract Modification Procedures

This Section specifies administrative and procedural requirements for handling and processing Contract modifications. Related sections include Division 1 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

A. Minor Work Changes

The BCPS Project Manager, Architect, or Construction Manager will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, Notice to Proceed (NTP) for the Minor Changes can be implemented with written notification, or on AIA Document G710, "Architect's Supplemental Instructions.

B. Proposal Requests

1. City Schools Initiated Proposal Requests: BCPS Project Manager, Architect or Construction Manager will prepare and issue a detailed description of proposed changes which may require an adjustment to the contract sum or time. If necessary, the description will include supplemental or revised drawings and specifications.
2. Proposal Requests are for information purposes only and should not be considered instructions to stop work in progress or execute the proposed change.
3. Within seven (7) calendar days after receipt of the proposal request, a quote estimating cost adjustments to the contract sum and time necessary to execute the change should be submitted to the City Schools Project Manager.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Any applicable taxes, delivery charges, equipment rental, and amounts of trade discounts should be included in the proposal.
 - c. An updated Contractor's construction schedule that indicates the effect of the change including changes in work duration, start and finish times, and activity relationship should be included. Available total float should be used before requesting an extension of contract time.

4.0 THE EVERY STUDENT SUCCEEDS ACT (ESSA) is not applicable for this contract.

PART II: GENERAL TERMS AND CONDITIONS

1.0 STATEMENT OF CONFIDENTIALITY

It is understood and agreed that all information pertinent to this solicitation may contain trade secrets, which are confidential and proprietary. The selected vendor agrees not to disclose or knowingly use any confidential or proprietary information of the Baltimore City Public Schools and/or third party participant.

Bid submissions are subject to the Maryland Public Information Act (General Provisions Article, Maryland Annotated Code, § 4-101, et seq.). In accordance with the Act, certain information is subject to public disclosure. Please be advised that should you deem any portion of your proposal as confidential or proprietary, it must be conspicuously indicated on those portions so deemed. However, and in accordance with the Act, you are hereby notified that every portion may still be subject to disclosure under the Act.

2.0 TERM OF AGREEMENT

The anticipated term of this contract shall be for **three (3) years** from the date of Board approval with **one (1)** two-year renewal option at the sole discretion of City Schools.

Contractors may adjust their base contract bid prices for the two-year renewal period. Prices **may not** be adjusted during the initial three-year term. This permissible adjustment mechanism shall be tied to the change in the Consumer Price Index (CPI). The specific procedure for calculating the adjustment and implementing the resulting price change is described as follows:

At least sixty (60) days prior to the end of the current contract year, Contractor may submit a request to adjust the contract prices then in effect based upon a change in the CPI as described below. The U.S. Department of Labor, Bureau of Labor Statistics (BLS) (www.bls.gov), Consumer Price Index (CPI), All Urban Consumers, (Series ID: CUUR0000SA0) shall be used as the basis for a request to adjust prices.

In no event, shall the price increase exceed 5% of the current contract unit price. The adjustment shall be calculated, as a percent of the prior year annual index number increase. The percent is derived from the difference between the prior calendar year "Annual" index number as published in the BLS-CPI. The difference is expressed as a percentage of the prior calendar year prices. The contractor must submit with the request: a copy of the proposed renewal price schedule showing the current contract prices; the price adjustments as calculated using the BLS-CPI, All Urban Consumers, (Series ID: CUUR0000SA0); and, the proposed renewal contract prices.

In the event the BLS discontinues the CPI Index, City Schools may consider a request from the contractor for a price adjustment based upon the most comparable successor index to the CPI, up to, but not to exceed, 5% for any renewal period.

Any request for price adjustments from the supplier requires proof (actual invoices) of the increase(s) effect on the supplier costs.

3.0 PRE-BID MEETING

A pre-bid meeting is scheduled for **Thursday, March 12, 2020 at 10:30** a.m. local time, 200 E. North Avenue, Baltimore, MD 21202, Room 301.

While attendance at the pre-bid meeting is not mandatory, the information presented is informative. All interested bidders are encouraged to attend in order to be better able to prepare an acceptable bid.

4.0 QUESTIONS AND INQUIRIES

No interpretation of the meaning of the specifications or other documents will be made to any Supplier orally. Questions shall be submitted in writing to the Point of Contact (see Part II, § 5.0). To be given consideration, the questions must be received **NOT LATER THAN Tuesday, March 17, 2020**. Questions that are deemed to be substantive in nature will be answered only in writing, with both the question(s) and answer(s) being posted on <https://emma.maryland.gov>.

5.0 POINT OF CONTACT

Stuart Feldman, Buyer
Baltimore City Public Schools
Office of Procurement
200 E. North Avenue
Baltimore, MD 21202
Phone: 43-984-3389
E-mail: safeldman@bcps.k12.md.us

6.0 CONTRACT MONITOR/CITY SCHOOLS SUPERVISION

For purposes of this contract, the Contract Monitor (also referred to as the Project Manager) is Blaine Lipski, Director of Facilities Maintenance and Operations.

The Contractor's performance will be under the technical direction of the Contract Monitor/Project Manager who will be responsible for ensuring contractor's compliance with the requirements of this contract to include managing the daily activities of the contract, providing technical guidance to the contract, and overall project scheduling and coordination. The contractor shall be accountable to the Project Manager on all matters relating to the scope of work.

7.0 CONTRACT TYPE

The contract resulting from this solicitation will be a **requirements contract**.

8.0 PAYMENT TERMS

The Contractor shall submit an invoice detailing the services provided and the actual costs incurred. Payment shall be in accordance with line item price on the purchase order and made within 30 days after the date on the invoice.

City Schools reserves the right to reduce or withhold contract payment in the event the Contractor does not provide the Department with all required deliverables within the timeframe specified in the contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the contract.

9.0 ELECTRONIC PAYMENT

Baltimore City Public schools has the ability to process vendor payments electronically using the CTX+ (Corporate Trade Exchange) payment format. The payment format will contain summarized information and will not provide details concerning each invoice amount included in the check total if the depositing bank does not accept CTX+ format. Vendors must contact their bank in order to receive the CTX+ format and the depositing bank may charge a fee for this format. Vendors need to discuss potential charges with their bank. Please complete and submit the Authorization for Vendor Payment - ACH form. Forms can be obtained by visiting the City Schools procurement [website](#). City Schools will only process ACH forms for awarded vendors.

10.0 INVITATION FOR BID (IFB) REVISIONS

Should it become necessary to revise any part of this IFB, addenda will be posted on <https://emma.maryland.gov>. All addenda, amendments or changes issued shall be deemed received by offeror provided they are posted to eMaryland Marketplace Advantage or the City Schools website. Failure of any offeror to receive or acknowledge receipt of such addenda or interpretation shall not relieve any offeror from any obligations under this IFB as amended by all addenda. All addenda so issued shall become part of the award.

11.0 SUBMISSION DEADLINE

In order to be eligible for consideration, bids must be received at City Schools Office of Procurement no later than **11:00 am local time, Thursday, April 2, 2020, in Room 401**. Vendors mailing bids shall allow sufficient carrier delivery time to ensure timely receipt of their bid in the Office of Materials Management (Room 401) prior to the deadline. Any bid received in the Office of Procurement after the submission deadline, no matter what the reason, will be returned unopened. Delivery to the City Schools' mailroom, lobby etc. shall not constitute delivery to the Office of Procurement located in Room 401.

In the event of inclement weather on the due date of a bid and City Schools Administrative Offices are closed, the bid will be due and opened on the next business day at the same time as specified in the bid or applicable addendum.

12.0 BID OPENING

City Schools shall receive sealed bids until bid due date indicated on the bid front cover sheet and Section II.10. At the time of the bid opening (as directed on the front cover sheet and in Section II.10), the Director of Procurement or designee shall open all bids received, read publicly, and record the responses. A copy of the bid tabulations will be made available upon request. City Schools shall then review all responses and analyze the results of the bidding process. A final recommendation(s) shall be prepared for review and approval by the Board. Upon acceptance and approval of the bid(s) by the Board, the Board may grant its approval subject to such conditions as it may deem appropriate. In

some instances, the awarded bidder may be required to sign a formal contract (Appendix B).

All bids shall be publicly opened at the City Schools Administrative Building, 200 East North Avenue, Baltimore, Maryland 21202 on the date specified on the bid cover. In the event of inclement weather on the due date of a bid and City Schools is closed, the bid will be due and opened on the next business day at the same time as specified in the bid or applicable addendum.

13.0 DURATION OF BID

A bid submitted in response to this solicitation is binding upon the bidder and is considered irrevocable for a minimum of **120** days following the closing date for receipt of initial bids.

14.0 MINORITY & WOMEN BUSINESS ENTERPRISE PROGRAM

The goal for the minority subcontractor participation for this contract is **27% for Minority Business Enterprises and 10% for Women Business Enterprises**. Firms used by Bidder shall be certified by Baltimore City pursuant to Article 5, Subtitle 28 of the Baltimore City Code (2008 Edition) – Minority and Women’s Business Program, Minority Business Enterprise (MBE) and Women’s Business Enterprise (WBE). The contractor submitting a bid for this work is required to complete the MBE and WBE Information and Utilization Commitment Forms.

Prospective bidders may call the MBE/WBE Liaison office for information and/or assistance at 443-642-4365.

15.0 E- COMMERCE

eMaryland Marketplace Advantage (<https://emma.maryland.gov>.) is the primary site for Baltimore City Public Schools to post solicitations over \$50,000. This website also serves to publish any addenda, associated materials, bidder/offeror questions and City Schools’ responses, and other solicitation related information.

Notices of solicitations are also posted on our website www.baltimorecityschools.org in accordance with State Finance and Procurement Article 13-103 Competitive Sealed Bids, Article 13-104 Competitive Sealed Proposals, and Article 13-107 Sole Source Procurements.

The eMaryland Marketplace Advantage law became effective on June 1, 2008 and requires units of State government, including those otherwise exempt from State procurement law, and all local government entities, to publish notices of procurement and procurement awards on the State’s e-commerce website eMaryland Marketplace Advantage (eMMA).

All bidders are required to register with eMaryland Marketplace Advantage, so that the award notice can be properly published.

16.0 INSURANCE

Consultant shall submit a Certificate of Insurance that complies with §19-116 of the Insurance Article, Maryland Annotated Code with their response. The Baltimore City Board of School Commissioners should be named as Additional Insured on Consultant's Insurance and named as Certificate Holder. Consultant's insurance shall be effective at time of Consultant's response. If the Certificate of Insurance contains a minor irregularity, the Consultant will be allowed five (5) business days to cure the minor irregularity or be determined non-responsive. The Insurance Certificate shall meet the following required insurance coverage:

1. Commercial General Liability Insurance at limits of not less than One Million Dollars (\$1,000,000) per occurrence for claims arising out of bodily injuries or death, and property damages, subject to a minimum limit of Three Million Dollars (\$3,000,000) aggregate. Such insurance shall include contractual liability insurance.
2. Business Automobile Liability at limits of not less than One Million Dollars (\$1,000,000) per occurrence for all claims arising out of bodily injuries or death and property damages. The insurance shall apply to any owned, non-owned, leased, or hired automobiles used in the performance of this Agreement.
3. Workers' Compensation coverage as required by the State of Maryland, as well as any similar coverage required for this work by applicable Federal or "Other States" State Law.
4. Professional Liability, Errors and Omissions Insurance at a limit of not less than One Million Dollars (\$1,000,000.00) in the event the service delivered pursuant to this Agreement, either directly or indirectly, involves or requires professional services. "Professional Services" for the purpose of this Agreement shall mean any services provided by a licensed, certified or otherwise documented professional.

The City, the Board, and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers shall be covered, by endorsement, as additional insureds as respect to liability arising out of activities performed or to be performed by or on behalf of the Consultant in connection with this Agreement.

The Consultant's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit brought.

The Consultant's insurance coverage shall be primary. Any insurance and/or self-insured program maintained by the City or the Board and their respective elected/appointed, officials, employees, departments, agencies, agents and volunteers, shall not contribute with the Consultant's insurance or benefit the Consultant in any way.

The Consultant acknowledges that it is not entitled to any sovereign immunity rights and protections that may be available to the City or the Board pursuant to § 5-518, Cts. & Jud. Proc., Md. Code.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-

five (45) days prior written notice has been given to the City and the Board. There will be an exception for non- payment of premium, which is ten (10) days' notice of cancellation.

Insurance is to be placed with insurers with a Best's rating of no less than A: VII, or, if not rated with Best's with minimum surpluses the equivalent of Bests' surplus size VII and must be licensed/approved to do business in the State of Maryland.

The Consultant shall furnish the City and the Board's Director of Materials, a "Certificate of Insurance" with a copy of the additional insured endorsement as verification that coverage is in force prior to the commencement of services to be rendered under the terms of this Agreement. Insurance coverage must be maintained throughout the life of the contract. The City and the Board reserve the right to require complete copies of Insurance policies at any time.

Failure to obtain insurance coverage as required or failure to furnish Certificate(s) of Insurance as required may render this Agreement null and void; provided, however, that no act or omission of the City or the Board shall in any way limit modify or affect the obligations of Consultant under any provision of this Agreement.

17.0 LIQUIDATED DAMAGES

In the event the vendor fails to provide gymnasium renovation and repair services, City Schools may assess liquidated damages in the amount of **\$250.00 per day**.

18.0 CRIMINAL BACKGROUND CHECK/PHOTO IDENTIFICATION BADGE

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

It is the responsibility of the Consultant to make certain that its employees, agents, volunteers, and contractors who have contact with students be fingerprinted and have a background check in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Maryland Code.

A. Employees Having Direct Contact with Students:

Any and all current and future employees of Consultant who have direct contact with students must have a criminal background check and fingerprinting conducted by the Human Resources Department of the City Schools before beginning work in a City School. Previous background checks will not be accepted. The fee for the background check shall be paid by the Consultant by check or money order at the time the fingerprinting is performed. No employee can begin work in a City School until results have been received. Violation of this provision may result in Termination for Cause.

B. Employees Do Not Have Direct Contact With Students:

Employees of Consultant who will be placed in a City School but will not have direct contact with students must have on record a Criminal Justice Information Service

(CJIS) and NCIC background checks. Copies of the background checks must be forwarded to the Contract Monitor before services can commence. Every two years the Consultant shall submit copies of background checks to the Contract Monitor. Should any employee be flagged during the term of this agreement, the Consultant shall contact the Contract Monitor within 24 hours of notification. Violation of this provision may result in Termination for Cause.

C. Employment of Sex Offenders:

The Consultant shall at all times be compliant with the Criminal Procedure Article of Annotated Code of Maryland Section 11-722 that states that a person who enters a contract with a County Board of Education or a nonpublic school may not knowingly employ an individual to work at a school if the individual is a registered sex offender. If a registered sex offender is employed by the Consultant, the Consultant is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any City Schools property. Violation of this provision may result in Termination for Cause.

19.0 LIVING WAGE Not Applicable

During the term of the contract resulting from this solicitation the awarded vendor(s) shall pay its employees a Living Wage in accordance with Baltimore City Living Wage legislation and regulations. The City's current Living Wage can be obtained by going to <http://www.baltimorecity.gov/Government/BoardsandCommissions/OfficeofCivilRightsandWageEnforcement/WageCommission/Programs.aspx> or by contacting the Baltimore Wage Commission at 410-396-4835.

The award amount of the contract resulting from this solicitation cannot be increased for the vendor's failure to factor into its proposal any future increases in the Living Wage rates in effect at the time of this solicitation during the initial contract term.

20.0 BONDING Not Applicable

21.0 TERMS AND CONDITIONS

Any contract entered into in connection with this solicitation shall be subject to these General Terms and Conditions except as otherwise modified herein.

It shall be the Contractor's sole responsibility to insure they are compliant with all applicable federal, state, and city laws, rules, ordinances, statutes, etc., that may impact this contract. City Schools shall bear no responsibility for monitoring the Contractor's compliance with said legal requirements. If the Contractor fails to maintain legal compliance, City Schools may find said Contractor in default.

In the event of conflict between the General Terms and Conditions and any part or portion of the Special Conditions (Appendix A), these General Conditions shall take precedence.

In the event of conflict between this solicitation any of the General Terms and Conditions proposed by any bidder or incorporated in any acknowledgement of contract awarded to the successful bidder, then, and in such event, the terms and conditions stated herein shall take precedence unless modified in writing by the director of Procurement, Baltimore City Public Schools.

Any exceptions to City Schools' terms and conditions are not binding unless they are negotiated and deemed mutually agreeable by the Contractor and City Schools. City Schools is not required to negotiate changes to its terms and conditions.

22.0 BASIS OF AWARD

Contract(s) shall be awarded to the qualified, lowest responsible and responsive bidder(s) offering the lowest bid price on the total lump sum for the **three (3) year plus two-year renewal period** contract term.

Baltimore City Public Schools reserves the right to award to more than one vendor.

23.0 BALTIMORE CITY'S YOUTHWORKS PROGRAM

The City of Baltimore has promulgated an Executive Order regarding the Baltimore City YouthWorks program which is designed to assist youth between the ages of 14 and 21. All contractors, consultants, vendors etc. are encouraged to employ skilled and qualified Baltimore City youth between the ages of 14-21 who meet the job-ready status, as defined by the Baltimore City's Youth Works Program. There is no cost to the bidders, but you are required to complete and submit the single page form located in Appendix G along with your bid submission. Failure to submit the information at the time requested may cause your bid to be rejected.

24.0 STATE OF MARYLAND CERTIFICATE OF GOOD STANDING

Contractor shall submit a State of Maryland Certificate of Good Standing or other State of Maryland issued documentation verifying the Contractor is in Good Standing with the Department of Assessment and Taxation of Maryland and/or registered to do business in the State of Maryland.

The Maryland Certificate of Good Standing should be issued in the calendar year of the Proposal Release Date or sixty (60) days prior to the Proposal Due Date.

If the Certificate of Good Standing contains a minor irregularity, the Contractor will be allowed five (5) business days to cure the minor irregularity or be determined non-responsive.

Certificates of Status may be obtained on line at <http://www.dat.state.md.us> .

This requirement applies to both Domestic and Foreign (out of state) Bidders. Foreign entities should contact the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 at 888-246-5941, to determine and apply for the appropriate documentation.

PART III: BID SUBMISSION REQUIREMENTS

1.0 GENERAL FORMAT – TWO (ONE if MBE/WBE Waiver) - PART SUBMISSION

- A. Bidders shall submit **in separate sealed envelopes** the following;
- Volume I – Bid submission
 - Volume II - Minority Business Enterprise and Women’s Business Enterprise (MBE/WBE) Commitment Utilization

Each envelop shall comprise of the following:

1. Bidders shall submit one (1) original and **one (1)** copy of the bid submission. An electronic version of the Bid shall also be submitted with the original. Electronic media must be a USB flash drive and bear a label on the outside containing the IFB number and name as well as the name of the Bidder and include all requested information and documents.
2. The MBE/WBE envelope shall include One (1) original (so labeled) and one (1) copy in a sealed envelope clearly labeled “MBE/WBE Commitment Utilization Forms” (See Appendix J). An electronic version of the MBE/WBE Commitment Utilization Forms shall also be submitted with the original. Electronic media must be a USB flash drive and bear a label on the outside containing the IFB number and name as well as the name of the Offeror and the words Volume III: MBE/WBE Commitment Utilization Forms.

- B. Bid submission shall be labeled on the outside of each submitted package with the following:

1. The Bidders name and business address;
2. The Bid Due Date/Time for receipt of Bids;
3. The Invitation for Bid number and Title of the Invitation.

- C. Each bid must include a table of contents and all pages must be numbered consecutively from beginning to end and separated by tabs as described below:

2.0 VOLUME I: BID SUBMISSION FORMAT

Each proposal must include a table of contents and all pages in the bid submission must be numbered, consecutively from beginning to end and separated by tabs as described below:

TAB A. TRANSMITTAL LETTER

Bids are to be accompanied by a brief transmittal letter prepared on the bidder’s letterhead and signed by an individual who is authorized to commit the Offeror to the services and requirements in the IFB. This transmittal letter shall include:

1. The name, title, address, telephone number, and electronic mail address of the person authorized to bind the bidder to the contract, who will receive all official notices concerning this IFB.

2. The bidder's Federal Tax Identification Number or Social Security Number.
3. A brief statement of the bidder's understanding of the work to be done, the commitment to perform the work within the time period, and a statement of why the firm believes itself to be best qualified to perform the engagement.
4. A statement that the proposal is a firm and irrevocable offer for a period of one-hundred twenty (120) days.
5. Acknowledgement of all Addenda to this IFB.

TAB B. TABLE OF CONTENTS

TAB C. EXPERIENCE AND CAPABILITIES

Bidder shall provide information on past and current experience with rendering services similar to those in this bid. This description shall include:

1. Summary of the services offered including the number of years the bidder provided these services; the number of clients and geographic locations the bidder currently serves, etc. and has served; and if a past customer, why the bidder is no longer providing services;
2. Organizational chart of the bidder showing the major components of the unit(s) that will be performing the requirements of this contract; where the management of this contract will fall within the organization; and what resources will be available to support this contract in primary, secondary and back-up roles.
3. Name all key personnel who will perform work under this contract and include each individual's resume. Include work history, educational background and indicate the proposed role/function of each individual.
4. At least **five (5) recent** references from its customers who are capable of documenting the following: a) the bidder's ability to manage similar contracts, b) the quality and breadth of services provided by the bidder under similar contracts (See Appendix C).

TAB D. FISCAL INTEGRITY/FINANCIAL STATEMENTS

1. The Bidder shall include in its bid, completed audited financial statements including the auditor's notes, for its last two fiscal years. If the bidder has not had its financial statements audited by an independent accounting firm, the bidder must submit such un-audited financial statements as it has. Some acceptable methods include but are not limited to one or more of the following:
 - A. Recently audited (or best available) financial statements
 - B. Dunn and Bradstreet Report and Rating
 - C. Standard and Poor's Report and Rating
 - D. Lines of credit
 - E. Evidence of a successful financial track record
 - F. Evidence of adequate working capital

2. Bidder shall identify any claims filed by or against the Bidder during the past five (5) years. For each claim, please provide: case caption including case number, court in which the matter was filed, a summary of the allegations, and resolution, if applicable. The failure to provide accurate information may be determined to be a material breach of any future agreement or contract with City Schools.

TAB E. FORMS

The Bidder shall provide and execute all of the following or their Bid may be found non-responsive:

1. Certificate of Status (State of Maryland Certificate of Good Standing with the Department of Assessments and Taxation)
2. Completed Non-Collusion Certificate (Notarized) (Appendix D)
3. Completed Debarment Affidavit (Notarized) (Appendix E)
4. Completed Anti-Bribery Affidavit (Notarized) (Appendix F)
5. Certificate of Insurance
6. Completed W9 available at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>
7. Completed Baltimore City's YouthWorks (Appendix G)
8. Completed Bid Proposal Form (Appendix H)

TAB F. ELECTRONIC MEDIA

3.0 VOLUME II: MINORITY/WOMEN BUSINESS ENTERPRISE (MBE/WBE)

- A. An MBE goal of **27%** and a WBE goal of **10%** have been established for the contract to result from this solicitation (See Appendix I).
- B. Offerors shall include all documents as required in Appendix I (See Appendix I-Part A-Instructions)
- C. Any proposal that does not include and comply with the MBE/WBE Participation Disclosure Form, signed Statement of Intent Forms(s), and MBE and WBE Participation Affidavit is non-responsive and will be rejected.
- D. An electronic version of the MBE/WBE Commitment Utilization Forms shall also be submitted with the original. Electronic media must be a CD or USB and shall bear a label on the outside containing the RFP number and name as well as the name of the Offeror and the words Volume III: MBE/WBE Commitment Utilization Forms.

Failure to provide any of the requested information or documents in this solicitation may render the bid non-responsive.

PART IV: APPENDICES

APPENDIX A - SPECIAL TERMS AND CONDITIONS FOR SEALED BIDS

These Terms and Conditions shall apply unless otherwise noted in General Terms and Conditions attached to individual bid request. It shall be the Contractor's sole responsibility to insure they are compliant with all applicable federal, state, and city laws, rules, ordinances, statutes, etc., that may impact this contract. City Schools shall bear no responsibility for monitoring the Contractor's compliance with said legal requirements. If the Contractor fails to maintain legal compliance, City Schools may find said Contractor in default.

1. INVITATION TO BID

- a. The Baltimore City Public Schools (City Schools) invites all interested and qualified vendors to submit sealed bids for the procurement of goods and services in accordance with directions specified in the attached General Terms and Conditions and these Special Terms and Conditions
- b. **DEFINITIONS:** For the purpose and clarity of this document only, "City Schools" will mean the Baltimore City Public Schools and/or the Baltimore City Board of School Commissioners. "Board" shall mean the Baltimore City Board of School Commissioners. Also, for the purpose and clarity of this document, "Bidder" will mean any reliable and interested broker, vendor, contractor, and/or manufacturer that wants to bid on this contract.

2. GENERAL BID REQUIREMENTS

- a. **AUTHORIZED DEALERS:** Only authorized dealers may bid on requested equipment. At the discretion of City Schools, a certificate, executed by the manufacturer, may be requested stating that the Bidder is an authorized agent of the manufacturer and is duly authorized to service and maintain the equipment.
- b. **INSPECTIONS:** After Bid award, City Schools reserves the right to have inspectors on the premises of the manufacturer during the process of manufacture of any products being furnished under this bid for as long as may be considered necessary by City Schools. All expenses of the inspectors shall be borne by City Schools. The presence of the inspectors at the site of manufacture of the products shall not relieve the Awarded Bidder of responsibility for faulty workmanship of materials that may be discovered at any time after delivery and prior to final acceptance in accordance with the specifications. In case of factory inspection of items being manufactured for City Schools, every facility shall be afforded inspectors by the manufacturers for the pursuance of their work.
- c. **TYPES OF PURCHASES:** These specifications are intended to cover the various types of purchases of equipment, materials, supplies, or services as shown to any or to each of the various public schools, offices, or to any designated warehouse or warehouses in Baltimore City, Maryland, whichever is specified, in quantities to be determined subsequent to the bid opening. There are approximately 200 schools and offices in City Schools.
- d. **SINGLE PRICE:** The Bidder will not be allowed to offer more than one price on each item even though the Bidder may feel that it has two or more types or styles that will meet specifications. Bidder must determine which to offer. If said Bidder should submit more than

one price on any item, all prices for that item will be rejected.

- e. **AGGREGATE BIDS:** Where provision is made on the proposal form for bidding items on an individual, group or aggregate basis, the award will be made on whichever basis is in the best interest of the City Schools. When an aggregate bid is requested, the unit prices for each item shall be identified in the bid response. The unit prices in an aggregate bid should be consistent with the total quoted price for an aggregate bid. No bid or a combination of items will be permitted except as noted in the General Terms and Conditions.
- f. **MINIMUM REQUIREMENTS:** Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's code, A.S.M.E. regulations, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications. In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Bidder shall call the attention of the City Schools Director of Procurement to such conflict for a decision before proceeding with any work.
- g. **USE OF BRAND NAMES:** Brand name and model numbers are offered as a reference for Bidders as to the style, size, weight, and other characteristics of the item(s) in the specifications. The use of such brand names should not be interpreted to be the exclusive brand desired unless so stated. The determination of the acceptability and/or the criteria for acceptability of an alternate is solely the responsibility of the City Schools. (Refer to General Conditions.)
- h. **PRODUCT OFFERED BY THE BIDDER:** The product offered by the Bidder shall be new, not used, and the latest version of the product. Should a product be discontinued and/or upgraded during the course of the contract, the Bidder shall offer to City Schools a new alternate product that meets and/or exceeds the established specifications, under the same terms, conditions, and prices as the originally offered item.
- i. **COMPLIANCE WITH SPECIFICATIONS:** The awarded Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission but shall fully complete every part as the true intent and meaning of the drawings and specifications, as decided by the Director of Procurement. Where the requirements of the specifications call for higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern. Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern. The successful bidder, after award and before manufacture and/or shipment, may be required to submit working drawings or detailed descriptive data identified as acceptable to City Schools, which would provide sufficient data to enable City Schools to judge the bidder's compliance with the specifications.
- j. **DEVIATIONS TO SPECIFICATIONS:** Any deviation from the specifications must be noted in detail by the Bidder, in writing, as an attachment to the bid response. Bidders are fully aware that any deviations may render their bid as non-responsive. The absence of a written list of specification deviations attached to the bid response will hold the Bidder strictly accountable to City Schools to the specification as written. After Bid award, any deviation by the Awarded Bidder from the specifications, without prior documented approval, will be grounds for rejection of the goods and/or equipment when delivered.
- k. **SUB-CONTRACTORS:** The Awarded Vendor shall give its constant personal attention to the faithful execution of this contract, shall keep the same under its own control, and shall not

assign by power of attorney or otherwise, the work or any part thereof without the previous written consent of the City Schools. The Awarded Bidder shall provide the name of the sub-contractor(s) it intends employing, the portion of the materials/labor to be furnished, their place of business, and such other information as requested by the bid specifications and/or the Director of the City Schools Procurement Department or his designee. The information may be used in considering the potential performance capabilities of the sub-contractor(s). The Awarded Vendor shall not, without prior written consent of City Schools, assign any of the monies payable under the contract.

- I. COOPERATIVE PURCHASING: City Schools reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not be limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. This is conditional upon the mutual agreement of all parties pursuant to special requirements which may be appended. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and bid requirements incorporated in this contract will be supplied to requesting agencies.

Each participating jurisdiction or agency shall enter into its own contract with the awarded bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the awarded Bidder. City Schools does not assume any responsibility other than to obtain pricing for the specifications provided.

- m. E-COMMERCE: City Schools has entered into an agreement with K12Buy.com, a third-party provider of an e-Commerce system to City Schools. The awarded vendor shall provide and maintain an electronic catalog of all applicable supplies and materials during the term of this contract. The awarded vendor shall complete an agreement with K12Buy.com and pay a fee of 1.5 percent of catalog-based sales made via the K12Buy.com system. **Not Applicable**

3. BID PRICES

- a. UNIT PRICES: Unit Prices must be rounded off to no more than two (2) decimal places, unless so specified in the General Terms and Conditions included with the bid request. All unit prices on items bid shall be completed on the proposal sheet(s). A NO BID notation must be completed for each item not being bid. In case of error in extension of prices in the bid, the unit price shall govern.
- b. UNITS OF MEASURE: Wherever City Schools indicates the unit of measure required for bidding purposes and the Bidder's price(s) is based on a different unit of measure than that indicated in the bid proposal, it shall be at the sole discretion of City Schools to determine whether the Bidder's price will be recalculated. City Schools will not accept any bids with bidder escalator clauses, unbalanced figures, or irregular features.

- c. TRAVEL REIMBURSEMENT: Hotel and meal expenses are limited to the U.S. General Services Administration (GSA) Per Diem Rate <http://www.gsa.gov/Per Diem>. In no event will meals totaling more than the GSA Per Diem Rate be reimbursed. A detailed receipt for all meals must be submitted on an Employee Expense Account Form upon return. The receipt should include the date, name of the restaurant, and an itemized listing of what was purchased. Meals charged to the room must also include a detailed receipt. City Schools will not reimburse an individual for the purchase of alcoholic beverages, which are the sole responsibility of the traveler. The traveler must also include a copy of the conference agenda when applicable.
- d. CASH DISCOUNTS: Cash discounts will not be taken into consideration in determining a contract award. All discounts, other than prompt payment, are to be included in the bid price.
- e. PRICE REDUCTIONS: City Schools reserves the right to accept price reductions from the Awarded Bidder during the term of this contract.
- f. TAXES: City Schools is exempt from the payment of the Maryland Sales Tax (Tax Exempt Number 30002539) and Federal Excise Tax (Tax Identification Number 52-2064-235). Prices quoted shall not include State Sales and Use Tax or Federal Excise Tax. Exemption certificates will be furnished upon request.

4. ITEM DELIVERY

- a. GENERAL DELIVERY REQUIREMENTS: All materials, supplies, and equipment for City Schools shall be delivered F.O.B. Destination. All deliveries must be inside the building. Delivery hours shall be Monday through Friday with the exception of holidays, to offices - between **8:30 a.m. and 3:30 p.m.**; to schools – between **9:00 a.m. and 2:30 p.m.** The Awarded Vendor(s) shall be held responsible for clean-up and removal of all packing cartons, boxes, crates, packing materials, etc., from the premises after delivery and set up of any furniture and equipment. Drivers must be bonded, have a clean driving record and have the appropriate training to handle hazardous items. Vendor will have the ability (including all applicable permits and licenses) to handle all types of shipments ranging from letters to multi-carton shipments, including bulky and fragile items. Delivery must include a current MSDS for each hazardous chemical or chemical compound delivered or used by the Vendor at a City Schools worksite. The Awarded Vendor shall be liable for the full replacement value of any delivery item lost or damaged.
- b. SPECIAL DELIVERY INSTRUCTIONS: Special Instructions for delivery dates, delivery of heavy equipment, materials or machinery requiring special handling, to schools/sites under construction and/or renovation or refrigerated goods will be defined in the General Terms and Conditions.
- c. PACKING: All materials must be securely packed in accordance with accepted trade practices. City Schools purchase order number must be plainly visible on the exterior of each container. A packing slip and/or delivery ticket shall be included in each shipment. This ticket shall contain the following information: Purchase Order Number, Vendor Name, Name of the Article, Item Number, Quantity, and Delivery Location, (Example: ABC Elementary School Library). Failure to comply with this condition may be considered sufficient reason to refuse to accept the goods.

- d. **SAFETY REQUIREMENTS:** The Awarded Vendor shall provide all equipment and machinery furnished and delivered to City Schools complying with the Safety regulations as required by the Occupational Safety and Health Administration (OSHA) and the Maryland State Safety Health Act known as MOSHA. The Vendor shall sign the safety section, if attached in the bid proposal, certifying the regulations for the type equipment furnished shall meet all regulations applying to this type equipment meeting the CFR-1910 MOSHA Standard. The Vendor shall submit Material Safety Data Sheets (MSDS) for all items awarded to that vendor provided under the terms of this proposal in accordance with OSHA Communication Standard 29 CFR 1910.101, 29 CFR 1910.1200 and 29 CFR 1926.58 or any other applicable state, federal, or local regulation. Prior to delivery of the items awarded, the vendor must submit MSDS sheets to: Baltimore City Public Schools Director of Facilities, 200 E. North Avenue, Room 407, Baltimore, Maryland 21202.
- e. **FAILURE TO DELIVER DAMAGES:** In the event the Awarded Bidder fails to deliver the goods or services of the contract in accordance with the specifications, City Schools reserves the right to purchase the goods/services on the open market in sufficient quantities to assure the continued operation of City Schools. All additional expenses incurred by City Schools as a result of such purchases will be deducted from the monies owed or monies that may become due the Vendor.

5. GUARANTEE AND WARRANTIES

- a. **GENERAL REQUIREMENTS:** Payment shall be based upon acceptance of goods or services by City Schools. Vendor expressly warrants that: (a) The merchandise to be furnished and services performed will be free from defects in material and workmanship and will be in full conformity with the specifications, drawings, representation, or sample; that this warranty shall survive acceptance and payment of the merchandise; and that the Vendor will bear the cost of inspection of all goods and services rejected. (b) The Vendor hereby provides a warranty of authorization as to all goods and services. (c) The goods or services furnished must be or have been mined, manufactured, or produced in full compliance with at least the minimum conditions required under the Fair Labor Standards Act of 1938, as amended, and all other applicable local state and federal laws, rules, and regulations to include Department of Transportation (DOT), Food and Drug Administration (FDA) regulations, and the Equal Opportunity Clause contained in Executive Order 11246, as amended. If applicable to the goods or services purchased herein, vendor must also be in full compliance with the Workplace Hazardous Materials Information System (WHMIS) legislation and maintain a written Hazard Communication Plan.
- b. Awarded Vendor, its employees, agents, volunteers, and contractors who may have contact with students must be in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Maryland Code. All costs thereof shall be borne by the Vendor.
- c. **GUARANTEE PERIOD** The Vendor shall unconditionally guarantee all services, materials, and workmanship of all furniture, goods, and equipment furnished by it for a period of one year from the date of acceptance, i.e., delivery and installation, unless a longer period of warranty is specified in the General Terms and Conditions attached to the Bid Request.
- d. **FURNITURE AND EQUIPMENT:** If, within the guaranteed period, any defects or signs of deterioration are noted, which in the opinion of City Schools are due to faulty design and installation, workmanship or materials, upon notification, the Vendor, 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 City Schools. These repairs and/or replacements shall be made at such times as will be designated by City Schools to avoid any interruption to the instructional programs.

- e. OFFICE EQUIPMENT: Vendor agrees to provide on-site service of equipment within eight (8) hours of notification by school system personnel. Loaner equipment shall be supplied free of charge, during the warranty period if the office equipment cannot be repaired within three (3) working days.
- f. OTHER EQUIPMENT: Certain pieces of equipment, machinery, and refrigeration will require guarantees other than detailed above. Refer to General Conditions for requirements on specific equipment.
- g. MANUFACTURER'S AGENT: The Vendor shall act as the manufacturer's agent for all warranty claims.

6. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES PARTICIPATION

- a. PARTICIPATION REQUIREMENT: All suppliers shall comply with the requirements of Article 5, Subtitle 28 et seq. of the Baltimore City Code, as amended from time to time, pertaining to Minority and Women's Business Enterprises (MBE/WBE Requirements). The enforcement and interpretation of the MBE/WBE Requirements is vested in the Board.
- b. BOARD POLICY: It is the policy of the Board that maximum feasible opportunity will be provided to certify Minority and Women Business Enterprises to participate in the performance of Board contracts for goods and services needed by the Board. The general goal of the Board is that in contracts valued at \$50,000 or more, the Bidder subcontracts a given percentage to certified Minority Business Enterprises ("MBE") and a given percentage of the total contract price to Women Business Enterprises ("WBE").
- c. REQUIRED FORMS: When applicable interested Bidders must complete the MBE and WBE Bidder Information and Utilization Forms attached to the bid request and submit it as directed.
- d. MBE AND WBE PARTICIPATION REVIEW: The Director of Procurement will deliver the bidder's completed MBE and WBE Bidder Information and Utilization Forms to the MBE/WBE Liaison to review on behalf of the Board to determine whether the firms listed by the interested Bidder are certified MBE/WBE firms, whether the percentage of MBE/WBE participation is in compliance, and whether the interested Bidder has attained the Board's MBE/WBE goals. The MBE/WBE Liaison will submit their findings and any recommendations to the Board for their review and approval. The Board may accept, reject, or modify any findings or recommendations of the M/WBE Liaison.
- e. BOARD EXCEPTIONS, WAIVERS AND REDUCTIONS: The Board may grant such exceptions, waivers, and reduction in the MBE/WBE goals as it deems to be in the best interest of the City Schools. The Board, in its capacity as the contracting authority, may also grant exceptions and waivers with respect to the MBE/WBE requirements as it deems appropriate.
- f. FAILURE TO COMPLY: A Vendor's failure to comply fully with these requirements constitutes a breach of any Agreement, and entitles the Board, at its option, to terminate the

Agreement immediately upon delivery of written notice of termination to the Company. A Vendor that fails to comply with any provision pertaining to MBE/WBE requirements, including but not limited to the failure to provide required information to demonstrate compliance with MBE/WBE requirements, is subject to any and all of the following penalties: suspension of contract; withholding of funds; rescission of contract based on material breach; refusal to accept a bid; disqualification (debarment) of a bidder, contractor or other business from eligibility for providing goods or services to the board for a period not to exceed 2 years; and/or payment of liquidated damages.

- g. MBE/WBE LIQUIDATED DAMAGES: City Schools and Consultant acknowledge and agree that the Program will be damaged (including, but not limited to, loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources) if Consultant does not comply with the requirements of the MBE Program and related contract provisions. Because such damages would be difficult, if not impossible, to ascertain with precision, Consultant agrees that upon a determination by City Schools that Consultant failed to comply with one or more of the specified requirements of the MBE Program or related contract provisions, Consultant shall pay liquidated damages to City Schools calculated in accordance with the rates set forth below. Consultant expressly agrees that City Schools may withhold payment on any invoices as a set-off against liquidated damages owed. Consultant further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss City Schools is anticipated to incur as a result of such violation. City Schools may waive the liquidated damages payable under this section if City Schools determines, in City Schools' sole discretion, that Consultant has made good faith efforts to comply with the specified requirement of the MBE Program or related contract provisions or that other good cause exists for waiving the liquidated damages payable hereunder. Nothing in the foregoing sentence shall be construed as granting City Schools the option to waive liquidated damages in order to seek actual damages instead. City Schools reserves the right to terminate this Agreement and, except as expressly set forth above, exercise all other rights and remedies provided in this Agreement or by law. The rates for calculating liquidated damages shall be:
- i. Failure to submit each monthly payment report in full compliance with this paragraph of this Agreement: \$120 per day until the monthly report is submitted as required.
 - ii. Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with the terms of this Agreement: \$1,000 per MBE subcontractor.
 - iii. Failure to comply with terms of this Agreement in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule set forth in Consultant's MBE Affidavit: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work actually performed by that MBE firm under this Agreement.
 - iv. Failure to meet Architect/Engineer/Contractor's total MBE participation goal and sub goal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.
 - v. Failure to promptly pay all undisputed amounts to a subcontractor in full compliance with the prompt payment provisions of this Agreement: \$100 per day until the undisputed amount due to the subcontractor is paid.

7. BONDING

- a. **BID BONDS:** Bid Bonds may be required. Refer to General Terms and Conditions.

8. BID SUBMISSION

- a. **KNOWLEDGE OF TERMS AND CONDITIONS:** Bidders, or their 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 Bidder cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of Bidders.
- b. **SUBMISSION:** Bids shall be delivered to the Procurement Office, 200 E. North Avenue, Room 401, Baltimore, Maryland 21202 as detailed in the General Terms and Conditions.
- c. **BIDDER ADDRESS:** Each bid must show the full business address, telephone number, and fax 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 to the contrary.
- d. **PARTNERSHIPS:** Bids by partnerships shall 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 the individuals composing the partnership.
- e. **CORPORATIONS:** Bids by corporations shall be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, 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 authorization to do so.
- f. **CERTIFICATES AND AFFIDAVITS:** All Bidders shall be required to complete the certificates and/or affidavits that are incorporated into the proposal pages of this specification. Such documents are required by local, state, or federal funding agencies of City Schools as part of the bidding process. The documents may include: Anti-Bribery Affidavit, Debarment Certificate, Sales Tax Certification, Minority Business Enterprise affidavit, Small Business Enterprise affidavit, and when applicable, Asbestos Free Certification.
- g. **SAMPLES, CATALOGS AND CATALOG CUTS:** Catalogue cuts and descriptive data shall be attached to the original copy of the bid, when indicated in the General Terms and Conditions attached to the bid request. When indicated in the General Terms and Conditions attached to the bid request, a properly tagged sample shall be submitted to the address specified in the General Terms and Conditions by each Bidder before the time of the bid opening. The tag on the sample shall indicate the item number, the name of the company submitting the sample, and the bid number. City Schools will not be responsible for any samples not picked up within 30 days of the notification of Bidders to do so. Samples may be retained by City Schools until Bidders are notified to remove them. Bidders agree that City Schools will incur no liability for samples that are damaged, destroyed, lost, or consumed in testing processes.

- h. **SPECIAL SAMPLES WITH CERTIFIED APPROVAL:** Some successful Bidders shall be required to submit two (2) samples of each product awarded with an affidavit stating that the chemical composition of the sample submitted is identical with the composition tested prior to the bid and all remain unchanged during the period of the contract. This requirement shall be part of the specifications of the product or products requested.
- i. **BID PREPARATION FEES:** City Schools will not be responsible for any costs incurred by a Bidder in preparing and submitting a proposal in response to a bid.
- j. **BID OPENINGS:** City Schools shall receive sealed bids until the date and time indicated on the bid cover sheet. At the time of the bid opening, the Director of Procurement or designee shall open all bids received, read publicly, and record the responses. City Schools shall then review all responses and analyze the results of the bidding process. A final recommendation(s) shall be prepared for review and approval by the Board. Upon acceptance and approval of the bid(s) by the Board, the Board may grant its approval subject to such conditions as it may deem appropriate. In some instances, the Awarded Bidder may be required to sign a formal contract. All bids shall be publicly opened at the City Schools Administrative Building, 200 East North Avenue, Baltimore, Maryland 21202 on the date specified on the bid cover sheet. In the event of inclement weather on the due date of a bid and City Schools is closed, the bid will be due and opened on the next business day at the same time as specified in the bid or applicable addendum.
- k. **BID EVALUATION:** While these specifications are intended to describe the principal features of the items bid, Bidders are notified that the proposed items will be evaluated for compliance with detailed specifications. The bid specifications shall vary with each individual bid issued, and the award shall be made in accordance with the General Terms and Conditions, which identify an individual line item, group bid or an aggregate basis. Bids shall be awarded to the lowest responsive and responsible Bidder with consideration given to the quantities, time required for delivery, purpose of the goods/services, competency and responsibility of the Bidder, and the ability of the Bidder to perform satisfactorily. Evaluation may also be made for other factors such as serviceability, functional suitability, workmanship, safety in use, and overall product quality, where acceptability may be determined on the basis of professional judgment and educational application. City Schools will consider the Bidder's record and performance of any prior contracts with City Schools, federal departments or agencies, or with other public bodies.
- l. **TIE BIDS:** In the event of tie bids, where all other factors such as past performance on purchases/contracts or Bidder's service or delivery record are considered comparable, the selection of the successful Vendor shall be made by the City Schools Director of Procurement via a coin toss.
- m. **BID AWARD:** Bids will be awarded to the lowest responsive and responsible Bidder with consideration given to the quantities, time required for delivery, purpose of the goods/services, competency and responsibility of the Bidder, and the ability of the Bidder to perform satisfactorily. The award may be subject to final review and approval by the Board. Upon acceptance and approval of the bid(s) by the Board, the Board may grant its approval subject to such conditions as it may deem appropriate. In such cases, a Purchase Order will not be issued until the award has been approved by the Board. In some instances, the Vendor may be required to sign a formal contract prior to the issuance of a Purchase Order.

- n. **RIGHT TO PROTEST:** Any bidder or offeror who responds to a solicitation and is aggrieved in connection **with** the solicitation or notice of intent to award a contract may protest to the Director. The protest shall be submitted, in writing, to the Director within five (5) business days after the basis for protest is known or should have been known, whichever is earlier in accordance with the provisions of the City Schools Administrative Regulations visible on the City Schools web site www.baltimorecityschools.org.
- o. **CONTRACT TERM:** The Bidder shall refer to the General Terms and Conditions attached to the bid for details regarding the Term of Contract for this bid.
- p. **COMMENCEMENT OF SERVICES:** City Schools shall have no obligation to pay for services performed before the Board approves the contract or after it ends. City Schools shall have no obligation to pay for services in excess of the monetary amount of the award. City Schools shall have no obligation to pay for services before a purchase order is issued.

9. ADDENDA

- a. **INQUIRIES:** No interpretation of the meaning of the specification or other documents will be made to any Supplier orally. To be given consideration, inquiries must be received as outlined in Part II Item 4.0. Unless otherwise specified in the General Terms and conditions, inquiries are to be sent in writing to City Schools, 200 East North Avenue, Procurement Office, Room 401, Baltimore, MD 21202. "INQUIRY" and the RFP name and number must be noted on the envelope. Alternatively, inquiries may be e-mailed to the Buyer. The subject field of the e-mail must include "INQUIRY" and the Bid name and number.
- b. **ISSUANCE:** Any changes to the bid specifications will be made through the appropriate addenda. Failure of any Bidder to receive such addenda or interpretation shall not relieve any Bidder from any obligations under this bid as amended by all addenda. All addenda so issued shall become part of the award.

10. ANNULMENTS AND RESERVATIONS

- a. **RIGHT TO REJECT:** The Board reserves the right to exercise its statutory option to reject any or all bids and re-advertise for other bids. The Board reserves the right to order the said equipment, materials, supplies or services as described within the specifications, and the Board also reserves the right not to order any items(s) within the specification.
- b. **WAIVER OF TECHNICAL DEFECTS:** The Board reserves the right to waive technical defects, if in its judgment the interest of City Schools shall so require.
- c. **CONTRACT RESERVATIONS:** The Board reserves the right to annul any contract if, in its opinion, there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon City Schools materials, products and/or workmanship inferior to that required by the Vendor, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of City Schools to damages for the breach of any covenant of the contract by the Vendor(s). Should the Vendor(s) fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, except for circumstances beyond its control, including but not limited to Acts of GOD, war, flood, governmental restrictions, or the inability to obtain transportation, City Schools reserves the right to purchase the required articles in the open

market, or to complete the required work at the expense of the Vendor(s). Should the Vendor be prevented from furnishing any item or items, or from completing the required work included in the contract, by reason of such failures caused by circumstances beyond its control, including but not limited to Acts of GOD, war, flood, governmental action, or the inability to obtain transportation, City Schools reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities.

- d. **AUTHORITY TO DEBAR OR SUSPEND:** The Director of the City Schools Procurement Department shall have the authority to debar a person or company for cause from consideration for award of contracts in accordance with the provisions of the City Schools Administrative Regulations Procurement Policies and Procedures visible on the City Schools web site www.baltimorecityschools.org .

11. TERMINATION OF CONTRACT

- a. **TERMINATION FOR NON-APPROPRIATION OF FUNDS:** City Schools may terminate this contract, in whole or in part, due to insufficient funding or non-appropriation of funds with written notice to the Vendor. City Schools shall pay for all of the purchases, if any, incurred up to the date of the termination notice.
- b. **TERMINATION FOR DEFAULT:** When the Vendor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of City Schools. Failure on the part of a Vendor to fulfill contractual obligations shall be considered just cause for termination of the contract, and the Vendor is not entitled to any costs incurred up to the date of termination. In the event of a default by the vendor, this Contract may be terminated.
- c. **TERMINATION FOR CONVENIENCE:** City Schools has the right to withdraw from the terms of the contract, without liability or showing cause, by providing ten (10) calendar days written notice to the Vendor. The Vendor shall be compensated for services rendered prior to the date of termination.

12. GOVERNING LAW

- a. The bid shall be construed in accordance with, and interpreted under, the laws of the State of Maryland. Any lawsuits arising out of such bid shall be filed in the Circuit Court of Baltimore City, Maryland. During the term of the contract resulting from this solicitation the awarded vendor(s) shall pay its employees a Living Wage in accordance with all applicable City, State or Federal Living Wage legislation and regulations. The awarded amount of the contract resulting from this bid cannot be increased for the vendor's failure to factor into its proposal any future increases in the Living Wage rates in effect at the time of this bid.

13. CONTRACT TERMS AND CONDITIONS

- a. **SUBMISSION OF INVOICES:** Supplier agrees to accept the line item price on the purchase order as final payment. City Schools reserves the right to short-pay any line item invoice price on the invoice that does not agree with the line item price shown on the purchase order. All invoices are to be submitted promptly showing Purchase Order number, and name and address of recipient and shall be mailed to Baltimore City Public Schools, Accounts Payable Office, Room 403, 200 E. North Avenue, Baltimore, Maryland 21202 (unless otherwise noted). A second copy (Delivery Ticket) shall be sent with the material to the appropriate location at the time of delivery.

- b. **INCORRECT INVOICES:** Invoices will be returned for correction unless they contain the following information: Item Numbers, Description of Item, Quantity, Unit Price extensions, and total. Each invoice shall reflect the City Schools Purchase Order Number, Ship to Location, and all the items on the invoice shall be listed in the same sequence as listed on the Purchase Order.
- c. **PARTIAL PAYMENTS:** Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments may be paid if partial shipments have been made.
- d. **FREIGHT:** When transportation charges are billed to City Schools, a paid freight bill must accompany the invoice. Invoices received unaccompanied by such evidence will be paid only upon acceptance by City Schools. Cartage, package or boxing charges will not be allowed unless specifically so stated in this Purchase Order.
- e. **LATE SUBMISSION OF INVOICES:** The parties acknowledge and agree that the Vendor's invoices are to be submitted in a timely manner, per the terms of the purchase order, after the services have been provided or the goods and materials have been provided. If invoices are submitted after one calendar year after the Vendor's services have been rendered or the last date when goods and materials were accepted by the Board, then the Board shall have no obligation to pay for the stale invoices.
- f. **CONFIDENTIALITY:** Vendor acknowledges and agrees to hold all Confidential Information in the strictest confidence as a fiduciary and will not make any press release or public announcement, or voluntarily sell, transfer, publish, disclose, display or otherwise make available to any third persons such Confidential Information or any portion thereof without the express written consent of the City Schools. Vendor and its employees, agents, volunteers and contractors shall maintain the confidentiality of all medical, psychological, and student records in compliance with federal and state laws. Additionally, Vendor shall procure from the parent or guardian of each student receiving services hereunder a written consent in favor of Vendor and City Schools for the mutual disclosure of such records by and among the Vendor, City Schools and City Schools' employees, agents, volunteers and contractors.
- g. **INDEMNIFICATION:** Vendor shall indemnify, defend, and hold harmless the Mayor and City Council of Baltimore (City), the Board and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers from any and all claims, demands, suits, and actions, including attorneys' fees, litigation expenses and court costs, connected therewith, brought against the City, the Board and their respective elected/appointed officials, employees, departments, agencies, agents, and volunteers, arising as a result of any direct or indirect, willful, or negligent act or omission of the Consultant or its employees, agents, or volunteers.
- h. **INSURANCE:** Vendor shall procure and keep in force the following required insurance coverage: Commercial General Liability Insurance at limits of not less than One Million Dollars (\$1,000,000) per occurrence for claims arising out of bodily injuries or death, and property damages, subject to a minimum limit of Three Million Dollars (\$3,000,000) aggregate. Such insurance shall include contractual liability insurance. Business Automobile Liability at limits of not less than One Million Dollars (\$1,000,000) per occurrence for all claims arising out of bodily injuries or death and property damages. The

insurance shall apply to any owned, non-owned, leased, or hired automobiles used in the performance of this Agreement. Workers' Compensation coverage as required by the State of Maryland, as well as any similar coverage required for this work by applicable Federal or "Other States" State Law. Consultant shall, at all times, maintain and keep in force Professional Liability, Errors and Omissions Insurance at a limit of not less than One Million Dollars (\$1,000,000.00) in the event the service delivered pursuant to this Agreement, either directly or indirectly, involves or requires professional services. "Professional Services" for the purpose of this Agreement shall mean any services provided by a licensed professional such as those provided by the Consultant. The City, the Board, and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers shall be covered, by endorsement, as additional insured as respect to liability arising out of activities performed or to be performed by or on behalf of the Consultant in connection with this Agreement. The Consultant's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit brought. The Consultant's insurance coverage shall be primary. Any insurance and/or self-insured program maintained by the City or the Board and their respective elected/appointed, officials, employees, departments, agencies, agents and volunteers, shall not contribute with the Consultant's insurance or benefit the Consultant in any way. The Consultant acknowledges that it is not entitled to any sovereign immunity rights and protections that may be available to the City or the Board pursuant to § 5-518, Cts. & Jud. Proc., Md. Code. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been given to the City and the Board. There will be an exception for non-payment of premium, which is ten (10) days' notice of cancellation. Insurance is to be placed with insurers with a Best's rating of no less than A: VII, or, if not rated with Best's with minimum surpluses the equivalent of Bests' surplus size VII and must be licensed/approved to do business in the State of Maryland. The Consultant shall furnish the City and the Board's Director of Procurement, a "Certificate of Insurance" with a copy of the additional insured endorsement as verification that coverage is in force. The City and the Board reserve the right to require complete copies of Insurance policies at any time. Failure to obtain insurance coverage as required or failure to furnish Certificate(s) of Insurance as required may render this Agreement null and void; provided, however, that no act or omission of the City or the Board shall in any way limit modify or affect the obligations of Consultant under any provision of this Agreement.

- i. **NON-ASSIGNABILITY:** This contract shall not be assigned, or services subcontracted in whole or in part without the written consent of the City Schools. Any attempt to do so without such written consent shall be null and void of no effect.
- j. **INDEPENDENT VENDOR:** Vendor is furnishing its goods and/or services hereunder as an independent Vendor, and nothing herein shall create any association, partnership or joint venture between the parties hereto or any employer-employee relationship.
- k. **GENERAL RECORDS CLAUSE:** Vendor's contracts, files, accounts, records, and other documents related to this Contract shall be open to examination and/or audit by the City Schools and made available by the Vendor to the City Schools and/or its designated agents at any time upon reasonable prior notice, during performance under this Contract and for a period of four (4) years after final payment or such longer period of time as required by law or rule or regulations.

- I. **SOLE AGREEMENT:** This Contract constitutes the sole agreement between the parties hereto and no amendment, modification or waiver of any of the terms and conditions hereof shall be valid unless in writing and executed by both parties. Any prior verbal agreements or bids shall not be considered a part of this Contract.

- m. **PROTECTION OF PROPERTY:** Vendor will use reasonable care to avoid damaging existing buildings, equipment, and property at City Schools sites and all material furnished by City Schools. If the Vendor's failure to use reasonable care causes damage to any property, Vendor must replace or repair the damage at no expense to the City Schools as directed by the Contracting Officer. If the Vendor fails or refuses to make such repair or replacement, the Vendor will be liable for the cost, which may be deducted from payments due Vendor.

- n. **PUBLIC STATEMENTS:** Vendor shall not use or reference the Name or Emblem of the Baltimore City Public Schools in issuing any press releases or otherwise making any public statement with respect to this Contract (unless such press release or statement is required by applicable law regulation or the requirements of any listing agreement with any applicable stock exchange), without the prior written consent of City Schools, whose consent will not be unreasonably withheld. Purchase by the City Schools of any articles, material, merchandise, or service does not imply that the City Schools has either adopted or endorsed the product of service, and the use by any manufacturer, Vendor, merchant or other person of the name or emblem of the City Schools in any advertisement that they are furnishing products or services is not authorized. The unauthorized use of the name or emblem of the City Schools is prohibited by the United States Criminal Code - Section 706.

APPENDIX B – SAMPLE PROFESSIONAL SERVICE AGREEMENT

**PROFESSIONAL SERVICE AGREEMENT
BETWEEN
THE BALTIMORE CITY BOARD OF SCHOOL COMMISSIONERS
AND**

THIS PROFESSIONAL SERVICE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 20__, by and between the Baltimore City Board of School Commissioners ("the Board"), and _____ (the "Consultant").

WHEREAS, the Baltimore City Public School System (“City Schools”) needs the technical assistance of Consultant with regard to providing _____ and;

WHEREAS, Consultant employs individuals who possess the necessary experience, skills, and talent to assist the Board in providing such services.

NOW, THEREFORE, the parties agree as follows:

1. Term. This Agreement shall be for a period of performance beginning _____, 20__ and, unless sooner terminated as provided in this Agreement or extended with the approval of the Board, will end on the earlier of _____, 20__ or when the monetary amount of the Agreement is fully expended, or when the services are no longer needed. No services shall be performed before the Board approves the contract or after it ends.
2. Services. During the term of this Agreement Consultant shall provide the services which are set forth in the attached document which is entitled Scope of Services, which is a part of this Agreement (Attachment I to this Agreement). Such services are to be provided in coordination with the (Director of X Department, or name of Office).

3. Contract Documents. This Agreement, together with the Invitation For Bid IFB-_____ or Request for Proposal RFP-_____ and the Response to _____ constitute the Contract Documents. In the event of a conflict between the terms and conditions of any of the Contract Documents, the controlling terms and conditions shall be, in this order, those of:
- A. This Agreement; then
 - B. IFB-_____, including any attachments, exhibits, and addenda; then
 - C. The Response.
4. Payment. Consultant recognizes that this is a requirements contract and the Board shall have no obligation to purchase any goods or services under this Agreement. Should the Board purchase any goods or services under this Agreement, it agrees to pay the Consultant, and Consultant agrees to accept, as full compensation for Consultant's services under this Agreement, an aggregate amount up to but not to exceed \$ _____ during the _____ () year contract term. The Board may order from the consultant all supplies or services specified in the schedule that are required to be purchased by the Board at the Consultant's bid rates for _____ services in accordance with IFB-_____, and attached Budget (Attachment II) which is a part of this Agreement. The Consultant shall submit an invoice on a monthly basis detailing the services provided and the actual costs incurred. Payment shall be made within 30 days after the date of submission of an invoice to the Board's Accounts Payable Office (Attachment III). The Board shall have no obligation to pay for services performed before the Board approves the Agreement or after it ends. The Board shall have no obligation to pay for services in excess of the monetary amount of the Agreement. The Board shall have no obligation to pay for services before a purchase order is obtained from the Office of Procurement formerly the Procurement Office.
5. Accounts and Records.
- A. Consultant shall retain, and upon request, make available to the Board, all accounts and records relating to this Agreement for at least three years after final payment is made and all other pending matters are concluded. The

Board reserves the right to audit and inspect all accounts and records maintained by Consultant in connection with this Agreement.

B. Public and private nonprofit contractors are required to comply with the requirements of 2 CFR Part 200. The nonprofit contractor is responsible for having an audit performed in accordance with and when required by 2 CFR Part 200 and for sending a copy of the report issued as a result of the audit to the Board within 30 days of the audit report's issuance. Furthermore, the Board must approve any independent auditor engaged to assure that the auditor is qualified and meets Government Accounting Office standards as well as to evaluate the scope of the audit engagement to assure it complies with the Office of Management and Budget (OMB) requirements. **(Applicable/Not Applicable).**

6. Independent Contractor. The Board and Consultant recognize and agree that Consultant is an independent contractor, and that neither Consultant nor any of Consultant's employees or agents is an employee of the Board or of the Mayor and City Council of Baltimore (the "City").
7. Subcontract or Assignment. Consultant shall give full personal attention to the faithful execution of this Agreement. Consultant shall not subcontract or assign any part of this Agreement without the prior written consent of the Board.
8. Employment. Within one (1) year following separation from the Board or City Schools, a former employee, official or Board member may not assist or represent Consultant other than the Board or City Schools for compensation in any case, controversy, dispute, contract or other specific matter involving the Board or City Schools if that case, controversy, dispute, contract or other specific matter is one in which the former employee, official or Board member significantly participated as an employee, official or Board member of the Board or City Schools. Failure to adhere to or comply with this requirement constitutes a material breach in which the Board reserves the right to impose sanctions, up to and including suspension of

this Agreement, withholding of payment, rescission or termination of this Agreement.

9. Indemnification. The Consultant shall defend, indemnify, and hold harmless the City, the Board and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers from any and all claims, demands, suits, and actions, including attorney's fees, litigation expenses and court costs, connected therewith, brought against the City, the Board and their respective elected/appointed officials, employees, departments, agencies, agents, and volunteers, arising as a result of any direct or indirect, willful, or negligent act or omission of the Consultant or its employees, agents, or volunteers.

10. Insurance.

(If the total amount of this agreement is under \$50,000.00, these insurance requirements do not apply).

- A. The Consultant shall procure and keep in force the following required insurance coverage:
1. Commercial General Liability Insurance at limits of not less than One Million Dollars (\$1,000,000) per occurrence for claims arising out of bodily injuries or death, and property damages, subject to a minimum limit of Three Million Dollars (\$3,000,000) aggregate. Such insurance shall include contractual liability insurance.
 2. Business Automobile Liability at limits of not less than One Million Dollars (\$1,000,000) per occurrence for all claims arising out of bodily injuries or death and property damages. The insurance shall apply to any owned, non-owned, leased, or hired automobiles used in the performance of this Agreement.
 3. Workers' Compensation coverage as required by the State of Maryland, as well as any similar coverage required for this work by applicable Federal or "Other States" State Law.
 4. Professional Liability, Errors and Omissions Insurance at a limit of not less than One Million Dollars (\$1,000,000.00) in the event the service delivered pursuant to this Agreement, either directly or indirectly, involves or requires professional services. "Professional Services" for the purpose of this Agreement shall mean any services provided by a licensed, certified or otherwise documented professional.

- B. The City, the Board, and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers shall be covered, by endorsement, as additional insureds as respect to liability arising out of activities performed or to be performed by or on behalf of the Consultant in connection with this Agreement.
- C. The Consultant's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit brought.
- D. The Consultant's insurance coverage shall be primary. Any insurance and/or self-insured program maintained by the City or the Board and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers, shall not contribute with the Consultant's insurance or benefit the Consultant in any way. The Consultant acknowledges that it is not entitled to any sovereign immunity rights and protections that may be available to the City or the Board pursuant to § 5-518, Cts. & Jud. Proc., Md. Code.
- E. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been given to the City and the Board. There will be an exception for non-payment of premium, which is ten (10) days' notice of cancellation.
- F. Insurance is to be placed with insurers with a Best's rating of no less than A:VII, or, if not rated with Best's with minimum surpluses the equivalent of Bests' surplus size VII and must be licensed/approved to do business in the State of Maryland.
- G. The Consultant shall furnish the City and the Board's Director of Materials, a "Certificate of Insurance" with a copy of the additional insured endorsement as verification that coverage is in force prior to the commencement of services to be rendered under the terms of this Agreement. The City and the Board reserve the right to require complete copies of Insurance policies at any time.
- H. Failure to obtain insurance coverage as required or failure to furnish Certificate(s) of Insurance as required may render this Agreement null and void; provided, however, that no act or omission of the City or the Board shall in any way limit modify or affect the obligations of Consultant under any provision of this Agreement.

11. Responsibility for payment of taxes. Consultant shall be responsible for all federal and/or state tax, and Social Security liability that may result from the performance of and compensation for these services. The Board assumes no responsibility for

the payment of any compensation, wages, benefits, or taxes by, or on behalf of Consultant, its employees and/or others by reason of this Agreement. Consultant shall defend, indemnify and save harmless the Board, the City and the State of Maryland, (when any funds for this Agreement are provided by the State of Maryland or the Federal Government), their officials, officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from:

- A. Consultant's failure to pay any such compensation, wages, benefits, or taxes; and/or
- B. The supplying to Consultant of work, services, materials, or supplies in connection with or in support of the performance of this Agreement.

12. Criminal Background Check. Effective July 1, 2015, amendments to § 6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving a sexual offense, child sexual abuse and crimes of violence. It is the responsibility of the Consultant to make certain that its employees, agents, volunteers, and contractors who have contact with students be fingerprinted and have a background check in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Maryland Code.

A. Employees Having Direct Contact with Students:

Any and all current and future employees of Consultant who have direct contact with students must have a criminal background check and fingerprinting conducted by the Human Resources Department of the City Schools before beginning work in a City School. Previous background checks will not be accepted. The fee for the background check shall be paid by the Consultant by check or money order at the time the fingerprinting is performed. No employee can begin work in a City School until results have been received. Violation of this provision may result in Termination for Cause.

B. Employees Do Not Have Direct Contact With Students:

Employees of Consultant who will be placed in a City School but will not have direct contact with students must have on record a Criminal Justice

Information Service (CJIS) and NCIC background checks. Copies of the background checks must be forwarded to the Contract Monitor before services can commence. Every two years the Consultant shall submit copies of background checks to the Contract Monitor. Should any employee be flagged during the term of this agreement, the Consultant shall contact the Contract Monitor within 24 hours of notification. Violation of this provision may result in Termination for Cause.

C. Employment of Sex Offenders:

The Consultant shall at all times be compliant with the Criminal Procedure Article of Annotated Code of Maryland Section 11-722 that states that a person who enters a contract with a County Board of Education or a nonpublic school may not knowingly employ an individual to work at a school if the individual is a registered sex offender. If a registered sex offender is employed by the Consultant, the Consultant is prohibited from assigning that employee to perform management, delivery, installation, repair, construction or any other type of services on any City Schools property. Violation of this provision may result in Termination for Cause.

13. Student's Education / Medical / Psychological Records / Consents. Consultant and its employees, agents, volunteers and contractors shall maintain the confidentiality of all medical, psychological, and student records in compliance with federal and state laws. Specifically, Consultant acknowledges its responsibility to ensure compliance with the confidentiality provisions of the Family Educational Rights and Privacy Act (20 USC §1232g; 34 CFR §99); The Health Insurance Portability and Accountability Act of 1996 (HIPAA) 45 CFR [Part 160](#) and [Part 164](#), Subparts A and E, and Code of Maryland Regulations §13A.08, with respect to school records provided by the Board, if applicable. Additionally, Consultant shall procure from the parent or guardian of each student receiving services hereunder a written consent in favor of Consultant and the Board for the mutual disclosure of such records by and among the Board, Consultant and Consultant's employees, agents, volunteers and contractors.

Any confidential information provided by City Schools to Consultant, including all copies thereof must be used by Consultant only as permitted by this Agreement and only for the purposes herein described. Such information shall not be disseminated or disclosed to any third party, not a party to this Agreement, without the express written consent of City Schools, and can only be done so in accordance with

applicable privacy laws Consultant agrees to return to City Schools all such information within 15 days of the expiration of termination of this Agreement; or with the express consent of City Schools, Consultant may destroy such information within 15 days of termination or expiration of this Agreement, certifying to City Schools in writing that the information has been destroyed.

Protection of Student Records:

Consultant and its affiliates or subcontractors, at their own expense, have a duty to and shall protect from disclosure any and all Student Records which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

Each Consultant or its affiliates or subcontractors shall implement and maintain a comprehensive data - security program for the protection of Student Records whether the Records are stored electronically and/or in hard copy. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Student Records, and information of a similar character, as set forth in all applicable federal and state law and written policy of the City Schools or Maryland State Board of Education (“MSBE”) concerning the confidentiality of Student Records. Such data-security program shall include, but not be limited to, the following:

- A. A security policy for employees related to the storage, access and transportation of data containing Student Records;
- B. Reasonable restrictions on access to records containing Student Records, including access to any locked storage where such records are kept;
- C. A process for reviewing policies and security measures at least annually;
- D. Creating secure access controls to Student Records, including but not limited to passwords; and
- E. Encrypting of Student Records that are stored on laptops, portable devices or being transmitted electronically.

The Consultant and its affiliates shall notify City Schools as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Student Records which Consultant or its affiliates possess or control have been subject to a Student Records breach.

The Consultant shall incorporate the requirements of this Section in all subcontracts requiring each of its affiliate to safeguard Student Records in the same manner as provided for in this Section.

Nothing in this Section shall supersede in any manner Consultant's or its affiliate's obligations pursuant to HIPAA, FERPA or the provisions of this Contract concerning the obligations of the Partner as a service provider to City Schools.

14. Compliance with Laws. Consultant shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations applicable to the services to be rendered under this Agreement. Consultant's violation of any of these laws, statutes, ordinances, rules, or regulations constitutes a breach of this Agreement and entitles the Board to terminate this Agreement immediately upon delivery of written notice of termination to Consultant.

15. Non-Discrimination. Consultant shall not, in its conduct and performance under this Agreement, discriminate against any employee, applicant for employment, independent professional or any other person because of race, color, religious creed, ancestry, national origin, age, sex, sexual orientation, sexual identity, disability or handicap. Consultant shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of the Consultant's noncompliance with this non-discrimination clause or with any such laws, City Schools may be terminated or suspended this agreement in whole or in part, and the Consultant may be declared temporarily ineligible for further contracts. City Schools reserves the right to impose any and all other legal sanctions and remedies available for violating this clause.

16. MBE/WBE Compliance. Consultant shall comply with the requirements of Article 5, Subtitle 28 et seq. of the Baltimore City Code, as amended from time to time, pertaining to Minority and Women's Business Enterprises. (MBE/WBE Requirements). The enforcement and interpretation of the MBE/WBE Requirements is vested in the Board. The Board may grant such exceptions and waivers of the MBE/WBE Requirements as it deems is in the best interest of the Baltimore City Public School System. Consultant's failure to comply fully with

these requirements constitutes a breach of this Agreement, and entitles the Board, at its option, to terminate this Agreement immediately upon delivery of written notice of termination to Consultant.

A consultant who fails to comply with any provisions pertaining to the above MBE/WBE requirements, including but not limited to the failure to provide required paperwork to demonstrate compliance with MBE/WBE requirements, is subject to any and all of the following penalties: (1) suspension of contract; (2) withholding of funds; (3) rescission of contract based on material breach; (4) refusal to accept a bid; (5) disqualification (debarment) of a bidder, contractor, or other business from eligibility for providing goods or services to the board for a period not to exceed 2 years; and (6) payment of liquidated damages.

City Schools and Consultant acknowledge and agree that the Program will be damaged (including, but not limited to, loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources) if Consultant does not comply with the requirements of the MBE Program and related contract provisions. Because such damages would be difficult, if not impossible, to ascertain with precision, Consultant agrees that upon a determination by City Schools that Consultant failed to comply with one or more of the specified requirements of the MBE Program or related contract provisions, Consultant shall pay liquidated damages to City Schools calculated in accordance with the rates set forth below. Consultant expressly agrees that City Schools may withhold payment on any invoices as a set-off against liquidated damages owed. Consultant further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss City Schools is anticipated to incur as a result of such violation. City Schools may waive the liquidated damages payable under this section if City Schools determines, in City Schools' sole discretion, that Consultant has made good faith efforts to comply with the specified requirement of the MBE Program or related contract provisions or that other good cause exists for waiving the liquidated damages payable hereunder. Nothing in the foregoing sentence shall be construed as granting City Schools the option to waive liquidated damages in

order to seek actual damages instead. City Schools reserves the right to terminate this Agreement and, except as expressly set forth above, exercise all other rights and remedies provided in this Agreement or by law. The rates for calculating liquidated damages shall be:

- A. Failure to submit each monthly payment report in full compliance with this paragraph of this Agreement: \$120 per day until the monthly report is submitted as required.
- B. Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with the terms of this Agreement: \$1,000 per MBE subcontractor.
- C. Failure to comply with terms of this Agreement in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule set forth in Consultant's MBE Affidavit: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work actually performed by that MBE firm under this Agreement.
- D. Failure to meet Architect/Engineer/Contractor's total MBE participation goal and sub goal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.
- E. Failure to promptly pay all undisputed amounts to a subcontractor in full compliance with the prompt payment provisions of this Agreement: \$100 per day until the undisputed amount due to the subcontractor is paid.

The final payment from the board to the consultant is contingent upon compliance with and submission of the required paperwork pertaining to the above MBE/WBE requirements. **(Applicable/Not Applicable)**

17. Termination for Convenience. The Board or its designee shall have the right in its absolute discretion to terminate this Agreement for its convenience, in whole or in part, at any time and for any reason or for no reason, without incurring any liability,

upon no less than ten (10) days prior written notice to Consultant. If the Board terminates this Agreement for its convenience, then Consultant shall have no other right to compensation or payment except for actual services rendered and actual expenses paid prior to the date of termination that has been approved by the Board's Contract Monitor. Upon receipt of the notice and unless otherwise directed by the Board's Contract Monitor, Consultant immediately shall stop performing services under this Agreement on the date and to the extent specified in the notice but shall complete performance of any services not terminated by the notice and shall take any other action directed in the notice or by the Board's Contract Monitor.

18. Professionals. In the event the services to be provided by Consultant must by law be provided by individuals who are licensed and/or certified, Consultant shall only assign individuals to provide services under this Agreement who are licensed and/or certified in accordance with the law. Additionally, Consultant shall only assign individuals who have been credentialed by the Consultant to provide the specific professional services required by this Agreement. All such individuals assigned by Consultant to provide services shall maintain their license and/or certification in good standing (not under review or subject to suspension, credentials current) during the entire term of this Agreement. Consultant shall, prior to providing services, submit documentation that the individuals assigned to provide services are properly credentialed and are licensed and/or certified to the Director of Materials, 200 E. North Avenue, Baltimore, Maryland 21202.

19. Performance Evaluation. The Board or its authorized agents or representatives may conduct an evaluation of the Consultant's performance under this Agreement. Consultant shall fully cooperate with the Board or its authorized agents or representatives and shall provide such information and documents as may be requested to conduct the performance evaluation.

20. Governing Law. This Agreement shall be construed by and governed under the laws of the State of Maryland and subject to the jurisdiction of its courts. Furthermore, the parties agree that any suits or actions brought by either party

against the other shall be filed in a court of competent jurisdiction in Baltimore City.

21. Entire Agreement. This Agreement supersedes all prior oral and written proposals and communications between Consultant and the Board related to Consultant's services to be performed and validly executed Amendments are herein incorporated by reference to this Agreement. This Agreement may not be modified orally, and no modification or any claimed waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom enforcement of such modification or waiver is sought.
22. Waiver. No waiver of any breach of any provision of this Agreement shall operate as a waiver of such provision of this Agreement or as a waiver of subsequent or other breaches of the same or any other provision of this Agreement, nor shall any action or non-action by either party be construed as a waiver of any provisions of this Agreement or of any breach thereof unless the same has been expressly declared or recognized as a waiver by such party in writing.
23. Termination for Default. If the Consultant fails to fulfill its obligation under this Agreement properly and on time, or otherwise violates any provision of the Agreement, the Board or its designee may terminate the Agreement by written notice to the Consultant. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Consultant shall, at the Board's option, become the Board's property. The Board shall pay the Consultant fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Consultant's breach. If the damages are more than the compensation payable to the Consultant, the Consultant will remain liable after termination and the Board can affirmatively collect damages.
24. Withholding Payment. In addition to any other available remedies, if, in the opinion of the Board, the Consultant fails to perform in accordance with the terms of the Agreement, the Procurement Officer or a department designee responsible for

paying invoices may refuse or limit approval of any invoices for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Board determines that the Consultant has met the performance terms as established by the Agreement.

25. Late Submission of Invoices. The parties acknowledge and agree that the Consultant's invoices are to be submitted to the Board in a timely manner, per the terms of the purchase order, after the services have been provided or the goods and materials have been provided to the Board. If invoices are submitted after one calendar year after the last date the Consultant's services have been rendered or the last date when goods and materials were accepted by the Board, then the Board shall have no obligation to pay for the stale invoices.

26. Recitals. The Recitals are incorporated herein by reference.

27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

28. Interpretation. The Agreement shall not be construed or interpreted for or against any party hereto because the party drafted or caused that party's legal representative to draft any of its provisions.

29. Contract Monitor. Communications for the purposes of billing, payment and submission of documentation required by this Agreement shall be between the Board's Contract Monitor who is as follows:

For the Board:

Name

200 East North Avenue
Address

Baltimore, MD 21202
City, State, Zip Code

Phone Number

Fax Number

For the Consultant:

Name

Address

City, State, Zip Code

Phone Number

Email Address

Tax Identification Number

With a copy to:
Director of Procurement
200 E. North Avenue, 4th Floor
Baltimore, Maryland 21202

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement as of the day first written above.

BALTIMORE CITY BOARD
OF SCHOOL COMMISSIONERS

Sonja B. Santelises, Ed. D.
Chief Executive Officer

CONSULTANT

By:

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY
THIS _____, OF _____, 20__

Office of Legal Counsel

APPROVAL DIRECTOR OF
PROCUREMENT

ATTACHMENT I
SCOPE OF SERVICES

ATTACHMENT II

BUDGET

Payment to Consultant is subject to compliance with the following requirements:

Consultant will only be paid for services actually provided in accordance with this contract. In no event shall the total amount to be paid to Consultant exceed the total amount stated in this Budget.

Consultant must submit documentation, along with its invoice for payment, justifying all expenses and costs for which it is seeking reimbursement. Such documentation must also include the number of actual hours worked by its staff, the name of the staff person providing services and, a description of the services provided by each such member of its staff. Payment to consultant is conditioned upon submission of such documentation and the submission of any other documentation as may be requested by the Board or its representatives.

ATTACHMENT III

QUOTES, PROPOSALS, AND INVOICE GUIDANCE

The following information provides guidance pertaining to City Schools' documentation requirements when vendors prepare Quotes or Invoices for services.

A **quote** or **proposal** is defined as a document provided to City Schools that 1) details the description of services to be provided, 2) the associated cost for each of those services, and 3) when the services are to be provided. The quote or proposal is prepared and provided prior to the commencement of work and is a part of documentation used when a purchase order is prepared.

An **invoice** is defined as the document provided to City Schools following the completion of services. The invoice details 1) the services that were provided, 2) when the services were provided and 3) the cost for those services. The invoice needs to correspond to the information provided in the quote or proposal submitted by the vendor earlier. Specific requirements for quotes, proposals, and invoices are outlined below.

VENDOR QUOTES / PROPOSALS

Quotes or Proposals are submitted to the school or department in accordance with their request for services and the contract the vendor has with City Schools. Quotes must contain the following information:

- a. The document must be titled "Quote" or "Proposal" and reflect the date of the quote/proposal and contain a quote/proposal number.
- b. The document must reference the applicable City Schools' contract (if applicable).
- c. Reflect vendor name including contact name, phone, address, and email.
- d. The name of the school in which services are being provided along with the Principals name, address and phone number of the school.
- e. Dates of service (start and end date for services being provided).
- f. Detailed scope of work that includes the services to be provided. If the vendor has a current contract on file, the scope of services must be aligned with the contract.
- g. Pricing – pricing should be broken out to include either hourly, per student, daily, program rates, etc. If the vendor has a current City Schools contract, pricing **MUST** be consistent with the contract. Failure to reflect the contracted rate(s) will result in the return of the quote or proposal for correction.
- h. The Quote or Proposal shall not include any terms or conditions inconsistent with the Agreement.

INVOICES

The Vendor shall submit an invoice on a monthly basis detailing the services provided and the actual costs incurred. The invoice must be aligned to the quote or proposal. City Schools' payment terms are Net 30 days. City Schools will not pay for any service that has not been delivered.

Invoices should be forwarded directly to the school or department with a copy to our Accounts Payable office. The invoice at a minimum must include the following information:

- a. The document must be titled "Invoice," and include the date of the invoice as well as vendor name including contact name, phone, address, and email.
- b. The document must reflect a unique invoice number the vendor has never used before with City Schools.
- c. The document must also reflect the Purchase Order number. Failure to include a Purchase Order number will result in the invoice not being paid.
- d. The name of the school in which services were provided along with the Principals name, address and phone number of the school.
- e. Dates of service for the invoice (start and end date for services that were provided).
- f. Brief description of work that lists the services provided under this invoice.
- g. Total Amount Due – Invoice amount should contain a breakout of the rate used to arrive at the total amount due. Breakout must be consistent with the hourly, per student, daily, program rate, etc. listed in the vendor's quote or proposal. Failure to align the invoice with the rates listed in the original quote or proposal will result in non-payment of the invoice.
- h. The Invoice shall not include any terms or conditions inconsistent with the Agreement.

APPENDIX C – REFERENCES

**IFB-20029
Gymnasium Renovation and Repair Services**

1.

Client Name:

Address:

Services Provided:

Date(s)of services:

Contact Name & Title:

Phone No:

Email Address:

2.

Client Name:

Address:

Services Provided:

Date(s)of services:

Contact Name & Title:

Phone No:

Email Address:

3.

Client Name:

Address:

Services Provided:

Date(s)of services:

Contact Name & Title:

Phone No:

Email Address:

4.

Client Name:

Address:

Services Provided:

Date(s)of services:

Contact Name & Title:

Phone No:

Email Address:

5.

Client Name:

Address:

Services Provided:

Date(s)of services:

Contact Name & Title:

Phone No:

Email Address:

APPENDIX D - NON-COLLUSION CERTIFICATE
(TO BE SUBMITTED WITH BID)

IFB-20029
Gymnasium Renovation and Repair Services

I HEREBY CERTIFY that I am the _____ and the duly authorized

representative of _____

whose address is _____ and

THAT NEITHER I nor, to the best of my knowledge, information, and belief, the above firm nor any of its other representatives I here represent:

(a) Have agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith;

(b) Have in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the bidder or offeror herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for which the within bid or offer is submitted.

In making this affidavit, I represent that I have personal knowledge of the matters and facts herein stated.

(SIGNATURE)

(DATE)

PRINTED OR TYPED NAME)

Subscribed and sworn before me this _____ day of _____, 20____.

x _____ Notary Public

My commission expires: _____

APPENDIX E - DEBARMENT AFFIDAVIT
(TO BE SUBMITTED WITH BID)
IFB-20029
Gymnasium Renovation and Repair Services

_____, being first duly sworn deposes and says that he/she is an officer in the _____ and the party making a certain proposal or bid dated, _____20____, to the Board of School Commissioners for Baltimore City Public Schools:

I further affirm that: Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

I further affirm that:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

Signature of:

x _____
Bidder, if the bidder is an individual

x _____
Officer, if the bidder is a corporation

x _____
Partner, if the bidder is a partnership

Subscribed and sworn before me this _____ day of _____, 20_____.

x _____ Notary Public

My commission expires: _____

**APPENDIX F - ANTI-BRIBERY AFFIDAVIT
(TO BE SUBMITTED WITH BID)**

**IFB-20029
Gymnasium Renovation and Repair Services**

_____, being first duly sworn deposes and says that he/she is an officer in the organization known as _____ and the party making a certain proposal or bid dated, _____ 20____, to the Board of School Commissioners for Baltimore City Public Schools:

I further confirm that: Neither I, nor to the best of my knowledge, information, and belief, the above business (as in defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland Law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court or administrative body, sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

Signature of:

x _____
Bidder, if the bidder is an individual

x _____
Officer, if the bidder is a corporation

x _____
Partner, if the bidder is a partnership

Subscribed and sworn before me this _____ day of _____, 20_____.

x _____ Notary Public

My commission expires: _____

**APPENDIX G - BALTIMORE CITY'S YOUTHWORKS
(TO BE SUBMITTED WITH BID)**

**IFB-20029
Gymnasium Renovation and Repair Services**

TO: Mayor's Office of Employment Development ("MOED")

FROM: _____
(Legal name of Bidder)

Pursuant to Executive Order, the aforesaid bidder hereby presents MOED with the following information to assist its outreach for the Baltimore City YouthWorks Program:

Contact Person: _____

Address: _____

Telephone Number: _____

Facsimile Number: _____

E-mail address: _____

Baltimore City's YouthWorks summer jobs program gives Baltimore city teens and young adults between the ages of 14 and 21 real-world work experiences that expose them to career options and pathways, prepare them to success entering the labor market and develop essential skills such as basic workplace etiquette and teamwork. For additional information about the program, call 410-396-5627 or visit the website <https://youthworks.oedworks.com/>.

APPENDIX H - BID PROPOSAL FORM
(TO BE SUBMITTED WITH BID)

IFB-20029
Gymnasium Renovation and Repair Services

CONTRACTOR NAME: _____

ADDRESS: _____

TO: BOARD OF SCHOOL COMMISSIONERS OF BALTIMORE CITY

We propose to provide gymnasium renovation and repair services to the Baltimore City Public School System in accordance with Scope of Work, General Terms and Conditions, and Special Terms and Conditions of IFB-20029.

Instructions:

Each Bidder shall provide a fixed price for each cost item listed on the Bid Proposal Form. *Bidders must bid on all items listed. Failure to do so will result in the bid being non-responsive.* This price will be fixed for the initial contract award year.

The undersigned agrees to furnish all labor, materials, and services necessary to provide gymnasium renovation and repair services for Baltimore City Public School System in accordance with the attached specifications, and other related contract documentation for the following price

Item #1 Gymnasium Wood Floor Installer Labor Rate				
Reg. Hours 1000 Hours	x	\$	/Hr.	= \$
After Hours 200 Hours	x	\$	/Hr.	= \$
Emergency Hours 50 Hours	x	\$	/Hr.	= \$
Total Item #1				\$
Item #2 Synthetic Rubber Gymnasium Floor Installer Labor Rate				
Reg. Hrs. 500 Hours	x	\$	/Hr.	= \$
After Hours 100 Hours	x	\$	/Hr.	= \$
Emergency Hours 20 Hours	x	\$	/Hr.	= \$
Total Item #2				\$
Item #3 Gymnasium and Support Structure Wall Repair Person Labor Rate				
Reg. Hrs. 500 Hours	x	\$	/Hr.	= \$
After Hours 100 Hours	x	\$	/Hr.	= \$

Emergency Hours 20 Hours	x	\$	/Hr.	=	\$
Total Item #3					\$
Item #4 VCT Floor and Wall Base Installer Labor Rate					
Reg. Hrs. 500 Hours	x	\$	/Hr.	=	\$
After Hours 200 Hours	x	\$	/Hr.	=	\$
Emergency Hours 20 Hours	x	\$	/Hr.	=	\$
Total Item #4					\$
Item #5 Ceramic Floor Installer Labor Rates					
Reg. Hrs. 100 Hours	x	\$	/Hr.	=	\$
After Hours 25 Hours	x	\$	/Hr.	=	\$
Emergency Hours 10 Hours	x	\$	/Hr.	=	\$
Total Item #5					\$
Item #6 Carpenter Labor Rate					
Reg. Hrs. 100 Hours	x	\$	/Hr.	=	\$
After Hours 25 Hours	x	\$	/Hr.	=	\$
Emergency Hours 10 Hours	x	\$	/Hr.	=	\$
Total Item #6					\$
Item #7 Building Structure Repair Person Labor Rate					
Reg. Hrs. 100 Hours	x	\$	/Hr.	=	\$
After Hours 25 Hours	x	\$	/Hr.	=	\$
Emergency Hours 10 Hours	x	\$	/Hr.	=	\$
Total Item #7					\$
Item #8 Sports Equipment Installer/Repair Person Labor Rate					
Reg. Hrs. 100 Hours	x	\$	/Hr.	=	\$
After Hours 25 Hours	x	\$	/Hr.	=	\$
Emergency Hours 10 Hours	x	\$	/Hr.	=	\$
Total Item #8					\$
Item #9 Glazing Installer/Repair Person Labor Rate					
Reg. Hrs. 100 Hours	x	\$	/Hr.	=	\$
After Hours 25 Hours	x	\$	/Hr.	=	\$

Emergency Hours 10 Hours	x	\$	/Hr.	=	\$
Total Item #9					\$
Item #10 Carpet Installer/Repair Person Labor Rate					
Reg. Hrs. 100 Hours	x	\$	/Hr.	=	\$
After Hours 25 Hours	x	\$	/Hr.	=	\$
Emergency Hours 10 Hours	x	\$	/Hr.	=	\$
Total Item #10					\$
Item #11 Licensed Plumber Labor Rate					
Reg. Hrs. 100 Hours	x	\$	/Hr.	=	\$
After Hours 25 Hours	x	\$	/Hr.	=	\$
Emergency Hours 10 Hours	x	\$	/Hr.	=	\$
Total Item #11					\$
Item #12 Licensed HVAC Mechanic Labor Rate					
Reg. Hrs. 100 Hours	x	\$	/Hr.	=	\$
After Hours 25 Hours	x	\$	/Hr.	=	\$
Emergency Hours 10 Hours	x	\$	/Hr.	=	\$
Total Item #12					\$
Item #13 Licensed Electrician Labor Rate					
Reg. Hrs. 100 Hours	x	\$	/Hr.	=	\$
After Hours 25 Hours	x	\$	/Hr.	=	\$
Emergency Hours 10 Hours	x	\$	/Hr.	=	\$
Total Item #13					\$
Item #14 Roofing Mechanic Labor Rate					
Reg. Hrs. 100 Hours	x	\$	/Hr.	=	\$
After Hours 25 Hours	x	\$	/Hr.	=	\$
Emergency Hours 10 Hours	x	\$	/Hr.	=	\$
Total Item #14					\$
Item #15 Locksmith Labor Rate					
Reg. Hrs. 100 Hours	x	\$	Hr.	=	\$
After Hours 25 Hours	x	\$	/Hr.	=	\$

Emergency Hours 10 Hours	x	\$	/Hr.	=	\$
Total Item #15					\$
Item #16 Security & Fire Protection Technician Labor Rates					
Reg. Hrs. 100 Hours	x	\$	/Hr.	=	\$
After Hours 25 Hours	x	\$	/Hr.	=	\$
Emergency Hours 10 Hours	x	\$	/Hr.	=	\$
Total Item #16					\$
Item #17 Painter Labor Rate					
Reg. Hrs. 100 Hours	x	\$	/Hr.	=	\$
After Hours 25 Hours	x	\$	/Hr.	=	\$
Emergency Hours 10 Hours	x	\$	/Hr.	=	\$
Total Item #17					\$
Item #18 Materials Markup					
\$200,000.00	x		% Markup	=	\$
Total Annual Cost (Sum of Items 1 through 18)					
					\$
Total Cost for Three Year Base Term (annual Cost x 3)					
					\$
Cost for Two Year Option Period					
					\$
Total Contract Cost (Three Year base +Two Year Option) \$					

Vendors must complete all cost items on the Cost Proposal Sheets.

Name _____

Title _____

Signature _____

Date _____

APPENDIX I - MBE/WBE DOCUMENTS

**IFB-20029
Gymnasium Renovation and Repair Services**

**Baltimore City Public Schools
Baltimore City Code, Article 5, Subtitle 28
Minority and Woman's Business Program**

**MBE AND WBE PARTICIPATION
COMMITMENT FORMS**

Name of Bidder (Proposer) _____

Address _____

Contracting Agency: _____

Contract (Project) Title: _____

Contract Number: _____

Bid Due Date: _____

The Overall MBE goal is 27 %

The WBE goal is 10 %

MBE Sub-goals are:

- African American _____%
- Asian American _____%
- Hispanic American _____%
- Native American _____%

**THIS PACKAGE OF MBE AND WBE PARTICIPATION
COMMITMENT FORMS IS DUE WITH THE BID.**

FOR MORE INFORMATION OR ASSISTANCE WITH THESE FORMS, CONTACT:

M/WBE Manager
Minority and Women Business Enterprise Department
Baltimore City Public Schools
200 E. North Avenue
Baltimore, MD 21202
Phone: (410) 396-8542

PART A: INSTRUCTIONS

The requirements of Article 5, Subtitle 28 of the Baltimore City Code (2014 Edition) – Minority and Women’s Business Program are a part of this contract and are incorporated by reference. THE FAILURE OF ANY BIDDER, CONTRACTOR OR SUBCONTRACTOR TO COMPLY WITH ARTICLE 5, SUBTITLE 28 SHALL BE A BREACH OF CONTRACT.

Highlights of the City’s MBE/WBE program are noted below. A complete copy of Article 5, Subtitle 28 of the Baltimore City Code (2014) is available on the website at: www.baltimorecity.gov/Government/Citychartercodes.aspx or at the Minority and Women’s Business Opportunity Office.

1. BID REQUIREMENTS

Bid must include a commitment to utilize MBEs and WBEs at a percentage that equals or exceeds the contract goals indicated in the contract specifications. Bidder must submit the following completed documents **WITH THE BID**:

- Part B: MBE and WBE Participation Disclosure Forms**
- Part C: Statement of Intent Form(s) – to be signed by Bidder and MBE or WBE**
- Part D: MBE/WBE Participation Affidavit – to be completed by Bidder**
- Part E: MBE/WBE Participation Waiver**
- Part F: Subcontractor Utilization Form**

Any bid that does not include signed Statement of Intent Form(s) and the MBE/WBE Participation Affidavit is non-responsive and will be rejected.

Bidder must keep a record of its efforts to obtain MBE and WBE participation.

2. VERIFYING CERTIFICATION

Bidder is responsible for verifying that each MBE and WBE to be used on a contract is certified by the Minority and Women’s Business Opportunity Office (MWBOO) at bid opening. The MBEs and WBEs named must be certified to provide the services that they are listed to perform, and the services must be required as part of the work on this contract. A directory of certified MBEs and WBEs is available online at <http://cityservices.baltimorecity.gov/law/mwboo> or at the offices of MWBOO. (Art. 5, §28-48(d))

3. COUNTING MBE AND WBE PARTICIPATION

a) Participation of M/WBE’s

A business enterprise that is certified as both an MBE and WBE (M/WBE) may not be counted toward both the MBE and WBE goals for the same project. The bidder must select the goal to which the business enterprise is to be counted. (Art. 5, §28-31(b) and §28-35))

b) Credit for Self-Performance

A bidder that is an MBE or WBE may count up to 50% of the dollar value of the work it intends to perform with its own forces toward the applicable MBE or WBE goal. The amount of credit may not exceed the MBE's or WBE's available work capacity as calculated with the Contractor Prequalification rules. Please use Part B to state intentions to self-perform. (Art 5, §28-31(d)).

c) Commercially Useful Function

The bidder may count toward the contract goals only expenditures to MBEs and WBEs that perform a commercially useful function in the execution of the contract. Commercially useful function means the performance of real and distinct work for which the business enterprise has the skill, expertise, and responsibility to perform, manage and supervise. (Art. 5, §28-32)

d) Joint Ventures

A bidder may count toward the contract goal the portion of its expenditure to a joint venture that is equal to the percentage of the MBE or WBE participation in the joint venture. The MBE or WBE member of the joint venture must have an interest in the control, management, risks and operation of the joint venture commensurate with the member's percentage of ownership. The MBE or WBE member of the joint venture must be responsible for a clearly defined portion of the work to be performed, equal to its share in the ownership, control, and management of the joint venture. (Art. 5, §28-33)

e) Subcontracting by MBE or WBE

A bidder may not count toward its contract goal any agreement with a certified MBE or WBE subcontractor who intends to subcontract more than 10% of the dollar amount of the services to be performed under its agreement with the bidder. This restriction does not apply to MBE's or WBE's contracts for the purchase of materials, equipment, or supplies that are incidental to the performance of services under its agreement with the bidder. (Art. 5, §28-34)

f) Manufacturers and Suppliers

Manufacturers – A bidder may count toward the contract goal its entire expenditure to a certified MBE or WBE that manufactures the goods supplied. (Art. 5, §28-36)

Non-Manufacturers – Only 25% of each contract goal may be attained by expenditures to MBEs and WBEs that are non-manufacturing suppliers. (Art. 5, §28-37)

Example: If the bid amount is \$100,000 and the MBE or WBE goal is 15% or \$15,000; then the limit for the MBE or WBE suppliers that are non-manufacturers is \$3,750 or 25% of the 15% goal.

g) Insurance Companies and Travel Agents

A bidder may count toward the contract goals only the fees or commissions charged by an MBE or WBE insurance company or travel agent (Art. 5, §28-38)

h) Financial Institutions

A bidder may count toward the contract goals only the fees charged and earned by an MBE or WBE financial institution. (Art. 5, §28-39)

i) Non Affiliation

A bidder may not use an MBE or WBE to meet a contract goal if the bidder has a financial interest in, has an interest in the ownership or control of, or is significantly involved in the operation of the MBE or WBE. (Art. 5, §28-41).

4. WAIVER REQUESTS

If a bidder is unable to comply with a contract goal, the bidder may submit a waiver request with the bid. The waiver request must be made on the MBE/WBE Participation Waiver Request Form. A waiver will not be granted unless the waiver request includes documentation that demonstrates good faith efforts to meet the goals. (Art. 5, §28-62).

5. SUBSTITUTION OF MBE OR WBE

The Minority and Women's Business Enterprise Department must approve substitution of an MBE or WBE specified at bid opening. Bidder must contact the Baltimore City Public Schools, Minority and Women's Business Enterprise Department and request Attachment I: MBE Application Form for Adding and Substituting a Sub-contractor Any unjustified failure to comply with this requirement is a material breach of contract. (Art. 5, §28-63(a)).

6. CONTRACT REQUIREMENTS

During the term of the contract, any unjustified failure to comply with the levels of MBE and WBE participation identified in the bid is a material breach of contract. (Art. 5, §28-48 (e)).

7. MBE/WBE LIQUIDATED DAMAGES

City Schools and Consultant acknowledge and agree that the Program will be damaged (including, but not limited to, loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources) if Consultant does not comply with the requirements of the MBE Program and related contract provisions. Because such damages would be difficult, if not impossible, to ascertain with precision, Consultant agrees that upon a determination by City Schools that Consultant failed to comply with one or more of the specified requirements of the MBE Program or related contract provisions, Consultant shall pay liquidated damages to City Schools calculated in accordance with the rates set forth below. Consultant expressly agrees that City Schools may withhold payment on any invoices as a set-off against liquidated damages owed. Consultant further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss City Schools is anticipated to incur as a result of such violation. City Schools may waive the liquidated damages payable under this section if City Schools determines, in City Schools' sole discretion, that Consultant has made good faith efforts to comply with the specified requirement of the MBE Program or related contract provisions or that other good cause exists for waiving the liquidated damages payable hereunder. Nothing in the foregoing sentence

shall be construed as granting City Schools the option to waive liquidated damages in order to seek actual damages instead. City Schools reserves the right to terminate this Agreement and, except as expressly set forth above, exercise all other rights and remedies provided in this Agreement or by law. The rates for calculating liquidated damages shall be:

- A. Failure to submit each monthly payment report in full compliance with this paragraph of this Agreement: \$120 per day until the monthly report is submitted as required.
- B. Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with the terms of this Agreement: \$1,000 per MBE subcontractor.
- C. Failure to comply with terms of this Agreement in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule set forth in Consultant's MBE Affidavit: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work actually performed by that MBE firm under this Agreement.
- D. Failure to meet Architect/Engineer/Contractor's total MBE participation goal and sub goal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.
- E. Failure to promptly pay all undisputed amounts to a subcontractor in full compliance with the prompt payment provisions of this Agreement: \$100 per day until the undisputed amount due to the subcontractor is paid.

PART B: MBE PARTICIPATION DISCLOSURE FORM

Use this form to list MINORITY Business Enterprises that you will use to meet the MBE/WBE Participation Goal. Please be reminded that:

- The same subcontractor may not be used to meet both the MBE and WBE goals.
- If Bidder is an MBE/WBE, Bidder may not use itself to meet either of the contract goals.
- Only 25% of each contract goal may be attained by expenditures to MBEs that are non-manufacturing suppliers. (i.e. If bid amount is \$100,000 and MBE/WBE goal is 15% or \$15,000; then participation limit for MBE/WBE suppliers that are non-manufacturers is \$3,750 or 25% of the 15% MBE/WBE goal.)
- If MBE sub-goals apply to this contract, each pre-determined sub-goal must be achieved and their total must equal or exceed the overall MBE/WBE contract goal.

Prime Contractor's Name: _____

Prime Contractor's Address: _____

Contract Number & Title: _____

Name of MBE Subcontractors	Certification Number	Expiration Date	\$ Amount of Subcontract	% of Total Contract

Total dollar amount of the contract \$ _____

Total dollar amount of the MBE Subcontracts \$ _____

Total M/WBE percentage % of the entire contract % _____

Form Prepared by:

Name and Title Phone # Date

(If necessary, make additional copies of this page. Each additional page must be signed and dated.)

PART C: MBE AND PRIME CONTRACTOR'S STATEMENT OF INTENT

COMPLETE A SEPARATE FORM FOR EACH MBE AND WBE NAMED IN THIS BID. (Make additional copies of this form as needed)

PART A INSTRUCTIONS MUST BE REVIEWED BEFORE COMPLETING THIS FORM, WITH PARTICULAR ATTENTION PAID TO SECTIONS 2, 3a, 3b and 3f

Name of Prime Contractor: _____

Name of MBE or WBE (circle one): **Indicate if self-performing.**

Brief Narrative Description of the Work/Service to be performed by MBE or WBE:

Materials/Supplies to be furnished by MBE or WBE:

Subcontract Amount: \$ _____ (If this is a requirements contract, the subcontract amount may be omitted; however, the subcontract percentage must be included.)

Subcontract percentage of total contract: _____ %
(If MBE sub-goals apply, please indicate the sub-goal covered by this Statement of Intent.)

African America _____ % Asian American _____ %
Hispanic American _____ % Native American _____ %

The undersigned Prime Contractor and subcontractor agree to enter into a contract for the work/service indicated above for the dollar amount or percentage indicated to meet the MBE/WBE participation goals, subject to the prime contractor's execution of a contract with the Baltimore City Public Schools. The subcontractor is currently certified as an MBE or WBE with the City of Baltimore Minority and Women's Business Opportunity Office to perform the work described above.

Signature of Prime Contractor **(REQUIRED)** Date

Signature of MBE or WBE **(REQUIRED)** Date
(Leave this line blank if self-performing)

ANY CHANGES TO THE INFORMATION ON THIS FORM MUST BE INITIALED BY BOTH PARTIES.

PART C: WBE AND PRIME CONTRACTOR'S STATEMENT OF INTENT

COMPLETE A SEPARATE FORM FOR EACH MBE AND WBE NAMED IN THIS BID. (Make additional copies of this form as needed)

PART A INSTRUCTIONS MUST BE REVIEWED BEFORE COMPLETING THIS FORM, WITH PARTICULAR ATTENTION PAID TO SECTIONS 2, 3a, 3b and 3f

Name of Prime Contractor: _____

Name of MBE or WBE (circle one): **Indicate if self-performing.**

Brief Narrative Description of the Work/Service to be performed by MBE or WBE:

Materials/Supplies to be furnished by MBE or WBE:

Subcontract Amount: \$ _____ (If this is a requirements contract, the subcontract amount may be omitted; however, the subcontract percentage must be included.)

Subcontract percentage of total contract: _____%
(If MBE sub-goals apply, please indicate the sub-goal covered by this Statement of Intent.)

African American _____% Asian American _____%
Hispanic American _____% Native American _____%

The undersigned Prime Contractor and subcontractor agree to enter into a contract for the work/service indicated above for the dollar amount or percentage indicated to meet the MBE/WBE participation goals, subject to the prime contractor's execution of a contract with the Baltimore City Public Schools. The subcontractor is currently certified as an MBE or WBE with the City of Baltimore Minority and Women's Business Opportunity Office to perform the work described above.

Signature of Prime Contractor **(REQUIRED)**

Date

Signature of MBE or WBE **(REQUIRED)**
(Leave this line blank if self-performing)

Date

ANY CHANGES TO THE INFORMATION ON THIS FORM MUST BE INITIALED BY BOTH PARTIES

PART D: MBE/WBE PARTICIPATION AFFIDAVIT

ANY CHANGES TO THE INFORMATION ON THIS FORM MUST BE INITIALED BY BOTH PARTIES.

The Undersigned authorized representative of Contractor does hereby make the following Affidavit: Contractor has read the Bidder Information and Instructions regarding the MBE/WBE Program. Contractor acknowledges the MBE goal of ___% and the WBE goal of ___% for this contract. Contractor has achieved the following participation: MBE ___% and WBE ___% of the total contract amount which is \$_____.

My firm has made good faith efforts to achieve the MBE and WBE participation goals for this contract. I understand that, if awarded the contract, my firm must submit to the Minority and Women’s Business Enterprise Department (M/WBE Department) copies of all executed agreements with the MBE and WBE firms being utilized to achieve the participation goals and other requirements of Article 5, Subtitle 28 of the Baltimore City Code (2014 Edition). I understand that these documents must be submitted prior to the issuance of a notice to proceed.

I understand that, if awarded the contract, my firm **must submit to the M/WBE Department canceled checks and any other documentation and reports required by the M/WBE Department on a monthly basis, verifying payments to the MBE and WBE firms utilized on the contract.**

I understand that, if I am awarded this contract and I find that I am unable to utilize the MBEs or WBEs identified in my Statements of Intent, I must substitute other certified MBE and WBE firms to meet the participation goals. I understand that I may not make a substitution until I have obtained the written approval of the M/WBE Department.

I understand that, if awarded this contract, authorized representatives of Baltimore City Public Schools may examine, from time to time, the books, records and files of my firm to the extent that such material is relevant to a determination of whether my firm is complying with the MBE and WBE participation requirements of this contract.

I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing Affidavit are true and correct to the best of my knowledge, information and belief.

Contractor Company Name

Signature

Address

Print Name and Title

Sworn and subscribed before me this ____ day of _____, in the year _____.

Notary Public

PART E: MBE/WBE PARTICIPATION WAIVER REQUEST FORM

Name of Bidder (Proposer) _____

Address _____

Contracting Agency:

Contract (Project) Number and Title: _____

Bid Due Date: _____

Goals on this contract: MBE: ___% WBE: ___ %

African American ___% Asian American ___%

Hispanic American ___% Native American ___%

I have achieved: MBE: ___% WBE: ___%

African American ___% Asian American ___%

Hispanic American ___% Native American ___%

I am requesting a waiver of: MBE: ___% WBE: ___%

African American ___% Asian American ___%

Hispanic American ___% Native American ___%

I have contacted MWBOO for assistance: ___Yes___ No (Check One)

Number of MBE firms contacted: _____ (Attach a list of names.)

Number of WBE firms contacted: _____ (Attach a list of names.)

Explain why waiver is requested:

Attach documentation of your good faith efforts to secure, contact and negotiate with MBEs and WBEs, including:

- (1) A detailed statement of the effort made by the contractor to identify and select portions of the work for subcontractors in order to increase the likelihood of achieving the stated goal;
- (2) A detailed statement of effort 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 items 2. and 3. 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 reason 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 certification.

Signature of Authorized Company Representative

Date

PART F: SUBCONTRACTOR UTILIZATION FORM

THIS FORM MUST BE INCLUDED WITH EACH PAYMENT REQUEST.

Prime Contractor's Name: _____

Contract Number and Title: (See at top of this page.)

Total Contract Dollar Amount: _____

Total Contract Dollar Amount Paid to Date: _____

Provide the following information for EACH and EVERY subcontractor, both MBE/WBE and NON-MBE/WBE used on this contract. (Make additional copies of this form as needed).

Name of Subcontractor	Goods or services provided on subcontract
Race/ethnicity AND sex of subcontractor's owner	Dollar amount of subcontract
Dollar amount paid to date	If amount paid to date is less than subcontract dollar amount, explain why.
Name of Subcontractor	Goods or services provided on subcontract
Race/ethnicity AND sex of subcontractor's owner	Dollar amount of subcontract
Dollar amount paid to date	If amount paid to date is less than subcontract dollar amount, explain why.
Name of Subcontractor	Goods or services provided on subcontract
Race/ethnicity AND sex of subcontractor's owner	Dollar amount of subcontract
Dollar amount paid to date	If amount paid to date is less than subcontract dollar amount, explain why.

Prime Contractor's Signature & Date