

**St. Mary's County Public Schools  
Department of Fiscal Services and  
Human Resources**

23160 Moakley Street, Suite 107  
Leonardtown, Maryland 20650

Phone: 301-475-5511 ext. 32247; Fax: 301-475-4228

**Ms. Tammy McCourt**  
Assistant Superintendent

**Sent via email:** [cmartin@atlanticsun.net](mailto:cmartin@atlanticsun.net)

January 31, 2019

Chris Martin, Sales Manager  
Atlantic Sun Control, Inc.  
8621 Quarry Road  
Manassas, VA 20110

**Subject:** Invitation to Bid (ITB) #SMCPS-2019-SS-SWF, Department of Safety and Security –  
Installation of Security Window Film

**NOTICE OF AWARD**

Dear Mr. Martin:

Thank you for responding to the subject ITB; you are hereby notified of contract award for the subject contract as approved by the Board of Education of St. Mary's County at their January 30, 2019 meeting. The contract is awarded in accordance with all of the terms, conditions and specifications of ITB #SMCPS-2019-SS-SWF, Addendum 1, and the price responses provided in your bid.

This solicitation resulted in multiple contracts. Contract award was also made to XLNT Tint of Mid-Atlantic, Inc. A copy of the bid tab is included with this notice.

Mr. F. Michael Wyant, Director of Safety and Security or his designee will be your primary contact person for this contract. The contract is valid through January 31, 2020 with two, one-year options to renew. I will perform contract administration and issue contract renewal offers. Pursuant to the contract documents, you must submit a completed Certificate of Insurance to my office prior to the start of work.

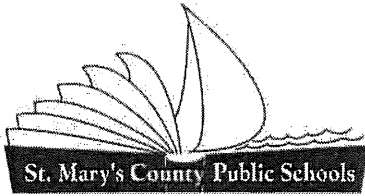
Congratulations on this award. If you have questions regarding this information, please contact me at 301-475-5511 ext. 32171.

Sincerely,

Brynn Cosner  
Procurement Coordinator

CC: Mr. F. Michael Wyant, Director of Safety and Security





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**Ms. Tammy McCourt**  
Assistant Superintendent

**Sent via email:** [erich@xlnttint.com](mailto:erich@xlnttint.com)

January 31, 2019

Eric Hofer, Vice President of Business Development  
XLNT Tint of Mid-Atlantic, Inc.  
617 Keith Lane  
Owings, MD 20736

**Subject:** Invitation to Bid (ITB) #SMCPS-2019-SS-SWF, Department of Safety and Security –  
Installation of Security Window Film

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Brynn Cosner  
Procurement Coordinator

**CC:** Mr. F. Michael Wyant, Director of Safety and Security







### Agenda Item Details

Meeting	Jan 30, 2019 - Meeting of the Board of Education of St. Mary's County - 5:00 p.m.
Category	12. Action Items
Subject	12.01 Department of Safety and Security - Installation of Security Window Film - Mr. F. Michael Wyant - 10'
Type	Action
Recommended Action	To request approval of contracts to Atlantic Sun Control and XLNT Tint of Mid-Atlantic, Inc. for the installation of security window film at SMCPs school and office locations.

**Purpose:** The St. Mary's County Public Schools (SMCPS) Purchasing Office and the Department of Safety and Security requested sealed bids from experienced and qualified vendors to furnish and install security window film to windows and doors at multiple SMCPS school and office locations. Contract awards will be valid from January 2019 through January 31, 2020, with SMCPS having the option to renew for two additional one-year periods. Therefore, this contract has the potential to be valid through January 31, 2022.

**Background:** A component of identified physical security measures for all schools, as previously presented and discussed, includes the installation of security window film or ballistic resistant laminate for all security vestibules, windows, and door panes which is greatly needed to enhance overall security for our school buildings. The installations will vary and are based on assessing our school buildings to identify vulnerabilities and exposure to forced entry.

Four sealed bids were received and opened on January 4, 2019 at 2:00 p.m. Two additional bids were received after the 2:00 pm deadline and were marked as unresponsive. The Director of Safety and Security and the Procurement Coordinator recommend contract award to Atlantic Sun Control and XLNT Tint of Mid-Atlantic, Inc. as the lowest responsive, responsible bidders for cost per square foot to install security window film. A copy of the bid tabulation is attached.

The Department of Safety and Security expects to spend in excess of \$25,000 on the installation of security window film at school and office locations. Each school is currently in the process of being assessed by Safety & Security personnel to determine the exact locations where the security film is required to optimize school safety. Therefore, the exact square footage for the entire school district is in the process of being compiled. Costs by location may vary significantly. As an example, the assessment has been completed for LHS (estimated cost \$9,618), LMS (\$10,095) and LES (\$29,754).

**Procurement Method:** An Invitation to Bid (ITB) was issued on December 12, 2018 and posted on e-Maryland Marketplace and the SMCPS Purchasing Department Bid Board for three weeks in accordance with the Annotated Code of Maryland §5-112 and with Board Policy and Regulations DJC and DJC-R.

**Funding Source:** General operating funds.

BOE\_Action\_Item\_Installation of Security Window Film\_20190122 (1).pdf (329 KB)

### Motion & Voting

To request approval of contracts to Atlantic Sun Control and XLNT Tint of Mid-Atlantic, Inc. for the installation of security window film at SMCPS school and office locations.

Motion by Mary M Washington, second by James J Davis.

Final Resolution: Motion Passes

Yea: Karin M Bailey, Cathy Allen, James J Davis, Mary M Washington, Rita Weaver

**Workflow**

## Workflow

Jan 17, 2019 8:46 AM :: Submitted by Julie R Piper. Routed to Frederick M Wyant for approval.  
Jan 17, 2019 10:20 AM :: Approved by Frederick M Wyant. Routed to Brynn T Cosner for approval.  
Jan 24, 2019 7:34 AM :: Approved by Brynn T Cosner. Routed to Tammy S McCourt for approval.  
Jan 24, 2019 7:39 AM :: Approved by Tammy S McCourt. Routed to Maureen C Montgomery for approval.  
Jan 24, 2019 8:53 AM :: Approved by Maureen C Montgomery. Routed to James S Smith for approval.  
Jan 25, 2019 11:16 AM :: Final approval by James S Smith

Last Modified by Kathryn A Mancini on January 30, 2019

**Bid Tabulation**  
**Installation of Security Window Film**  
**ITB #SMCPS-2019-SS-SWF**

Installation of Security Window Film Bid Opening: January 4, 2019, 2:00pm Local Time Purchasing Office		Atlantic Sun Control	Advanced Window Technology	American Light LLC dba Solar Film	XLNT Tint of Mid Atlantic
		Total Cost per Square Foot	Total Cost per Square Foot	Total Cost per Square Foot	Total Cost per Square Foot
Item 1	Furnish and install Security Window Film as specified in ITB #SMCPS-2019-SS-SWF at a single location with total square feet of 0 to 500 sq. ft.	\$ 10.50	\$ 19.46	\$ 18.20	\$ 11.39
Item 2	Furnish and install Security Window Film as specified in ITB #SMCPS-2019-SS-SWF at a single location with total square feet of 500 to 1,200 sq. ft.	\$ 10.50	\$ 17.46	\$ 16.50	\$ 10.89
Item 3	Furnish and install Security Window Film as specified in ITB #SMCPS-2019-SS-SWF at a single location with total square feet of 1,201 to 2,600 sq. ft.	\$ 10.50	\$ 15.40	\$ 15.50	\$ 10.39
Item 4	Furnish and install Security Window Film as specified in ITB #SMCPS-2019-SS-SWF at a single location with total square feet greater than 2,600 sq. ft.	\$ 10.50	\$ 14.40	\$ 14.00	\$ 9.89
		Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
Item a	Regular hourly labor rate for approved change orders	\$ 23.00	\$ 22.00	\$ 68.00	\$ 48.74
Item b	Shift differential hourly rate for approved change orders	\$ 34.00	\$ 33.00	\$ 250.00	\$ 54.49
Item c	Regular hourly labor rate (helper) for approved change orders	\$ 12.00	\$ 15.00	\$ 15.00	\$ 37.24
Item d	Shift differential hourly rate (helper) for approved change orders	\$ 18.00	\$ 22.50	\$ 7.50	\$ 40.69
Item e	Mark-up % for additional materials required	3%	15%	10%	19.88%
	Warranty period for material to be installed:	12 yr	10 yr, 3M	10 yr, 3M	12 yr
				*Item b - per day flat rate	





SECTION 08 87 13  
WINDOW FILM

Display hidden notes to specifier. (Don't know how? [Click Here](#))

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PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Safety and Security Window Film:
  - 1. Clear microlayered film. (Ultra S600) (Ultra S800)

1.2 RELATED SECTIONS

- A. Section 08 54 13 - Fiberglass Windows.
- B. Section 08 60 00 - Roof Windows and Skylights.
- C. Section 08 83 13 - Mirrored Glass Glazing.
- D. Section 08 44 23 - Structural Sealant Glazed Curtain Wall.

1.3 REFERENCES

- A. ANSI Z97.1 - American National Standard for Safety Glazing Materials Used in Buildings - Safety Performance Specifications and Methods of Test.
- B. ASHRAE - American Society for Heating, Refrigeration, and Air Conditioning Engineers; Handbook of Fundamentals.
- C. ASTM International (ASTM):
  - 1. ASTM D 882 - Standard Test Method for Tensile Properties of Thin Plastic Sheeting.
  - 2. ASTM D 1004 - Standard Test Method for Tear Resistance (Graves Tear) of Plastic Film and Sheeting.
  - 3. ASTM D 1044 - Standard Method of Test for Resistance of Transparent Plastics to Surface Abrasion (Taber Abrader Test).
  - 4. ASTM D 2582 - Standard Test Method for Puncture-Propagation Tear Resistance of Plastic Film and Thin Sheeting.
  - 5. ASTM D 4830 - Standard Test Methods for Characterizing Thermoplastic Fabrics Used in Roofing and Waterproofing.
  - 6. ASTM E 84 - Standard Method of Test for Surface Burning Characteristics of Building Materials.
  - 7. ASTM E 903 - Standard Methods of Test for Solar Absorbance, Reflectance and Transmittance of Materials Using Integrating Spheres.
  - 8. ASTM E 1886 - Standard Test Method for Performance of Exterior Windows, Curtain Walls, Doors, and Impact Protective Systems Impacted by Missile(s) and Exposed to Cyclic Pressure Differentials.
  - 9. ASTM E 1996 - Standard Specification for Performance of Exterior Windows, Curtain

Walls, Doors and Impact Protective Systems Impacted by Windborne Debris in Hurricanes.

10. ASTM F 1642 - Standard Method of Test for Glazing and Glazing Systems Subject to Airblast Loadings
  11. ASTM F 2912 - Standard Specification for Glazing and Glazing Systems Subject to Airblast Loadings.
- D. Consumer Products Safety Commission 16 CFR, Part 1201 - Safety Standard for Architectural Glazing Materials.
- E. GSA-TS01 - Standard Test for Glazing and Glazing Systems Subject to Airblast Loadings.
- F. NFRC 100/200 (Formerly ASTM E903) - Standard Methods of Test for Solar Absorbance, Reflectance and Transmittance of Materials Using Integrating Spheres.
- G. ISO 16933, International Standard for Glass in Building: Explosion-resistant security glazing - Test and classification for arena air-blast testing.

#### 1.4 PERFORMANCE REQUIREMENTS

- A. Safety Glazing Impact Performance:
1. 400 ft-lbs impact resistance, meeting ANSI Z97.1 (Class A, Unlimited) and 16 CFR 1201 (Category 2) impact requirements with film applied on 1/4 inch annealed glass.
  2. Impact Resistance after Aging: 400 ft-lbs, meeting ANSI Z97.1 (Class A, Unlimited) and 16 CFR 1201 (Category 2) impact requirements with film applied on 1/8 inch annealed glass.
- B. Blast Hazard Mitigation Performance:
1. GSA Rating of "2" / ASTM F1642 "No Hazard" with minimum blast load of 9 psi and 63 psi\*msec, on 1/4" single pane glass and film attachment system.
  2. GSA Rating of "2" / ASTM F1642 "Minimal Hazard" with minimum blast load of 10 psi and 89 psi\*msec, on 1 inch (25 mm) double pane glass and film attachment system.
  3. GSA Rating of "3B" / ASTM F1642 "Very Low Hazard" with minimum blast load of 5 psi and 28 psi\*msec, on 1/4" pane glass without film attachment system.
  4. GSA Rating of "3B" / ASTM F1642 "Low Hazard" with blast minimum load of 10 psi and 42 psi\*msec, on 1 inch (25 mm) double pane glass without film attachment system.
- C. Impact Resistance and Pressure Cycling:
1. ASTM E1996 / E1886: Large Missile "C", +/- 75 psf Design Pressure
- D. Tear Resistance:
1. Minimum Graves Area Tear Strength of 1,200 lbs% as measured on coated film product, without liner, per ASTM D1004.
- E. Adhesion to Glass:
1. Minimum 6 lbs/in peel strength per ASTM D3330 (Method A).
- F. Flammability: Surface burning characteristics when tested in accordance ASTM E 84, demonstrating film applied to glass rated Class A for Interior Use:
1. Flame Spread Index: no greater than 25.
  2. Smoke Developed Index: no greater than 55.
- G. Abrasion Resistance:
1. Film shall have a surface coating that is resistant to abrasion such that less than 3 percent increase of transmitted light haze will result when tested in accordance to ASTM D 1044 using 100 cycles, 500 grams weight, and the CS10F Calibrase Wheel.

- H. UV Light Rejection:
  - 1. Minimum of 99.9% UV light rejection (300 - 380 nm), per ASTM E903, as determined with film applied on 1/4 inch clear glass.

## 1.5 SUBMITTALS

- A. Submit under provisions of Section 01 30 00 - Administrative Requirements.
- B. Product Data: Manufacturer's current technical literature on each product to be used, including:
  - 1. Manufacturer's Data Sheets.
  - 2. Preparation instructions and recommendations.
  - 3. Storage and handling requirements and recommendations.
  - 4. Installation methods.
- C. 3rd Party Test Report Submittal Requirements. Submit the following 3rd Party test reports indicating compliance with the test values listed in this section.
  - 1. Flammability Testing, ASTM E84.
  - 2. Film Properties Testing, ASTM D882.
  - 3. Abrasion Resistance Testing, ASTM D1044.
  - 4. Peel Strength Testing, ASTM D3330.
  - 5. Tear Resistance Testing, ASTM D1004.
  - 6. Puncture Strength Testing, ASTM D4830.
  - 7. Safety Glazing Impact Testing, ANSI Z97.1 and/or 16 CFR 1201.
  - 8. Impact Resistance and Pressure Cycling, ASTMs E1886 and E1996.
  - 9. Blast Hazard Mitigation Testing, ASTM F1642 / F2912 and/or GSA-TS01-2003.
- D. Other Product Submittals:
  - 1. Manufacturer's summary of 3rd Party Blast Hazard Mitigation Testing, ASTM F1642 / F2912 and/or GSA-TS01-2003
  - 2. 3rd Party test reports from Forced Entry Resistance evaluations.
- E. Verification Samples: For each film specified, two samples representing actual film color and pattern.

## 1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: All primary products specified in this section will be supplied by a single manufacturer with a minimum of ten years experience.
  - 1. Provide documentation that the adhesive used on the specified films is a Pressure Sensitive Adhesive (PSA).
- B. Installer Qualifications: All products listed in this section are to be installed by a single installer with a minimum of five years demonstrated experience in installing products of the same type and scope as specified.
  - 1. Provide documentation that the installer is authorized by the Manufacturer to perform Work specified in this section.
  - 2. Provide a commercial building reference list of 5 properties where the installer has applied window film. This list will include the following information:
    - a. Name of building.
    - b. The name and telephone number of a management contact.
    - c. Type of glass.
    - d. Type of film and/or film attachment system.
    - e. Amount of film and/or film attachment system installed.
    - f. Date of completion.
- C. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and

application workmanship.

1. Finish areas designated by Architect.
2. Do not proceed with remaining work until workmanship, color, and sheen are approved by Architect.
3. Refinish mock-up area as required to produce acceptable work.

#### 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Follow Manufacturer's instructions for storage and handling.
- B. Store products in manufacturer's unopened packaging until ready for installation.
- C. Store and dispose of hazardous materials, and materials contaminated by hazardous materials, in accordance with requirements of local authorities having jurisdiction.

#### 1.8 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits.

#### 1.9 WARRANTY

- A. At project closeout, provide to Owner or Owners Representative an executed current copy of the manufacturer's standard limited warranty against manufacturing defect, outlining its terms, conditions, and exclusions from coverage.

### PART 2 PRODUCTS

#### 2.1 MANUFACTURERS

- A. Acceptable Manufacturer: 3M Window Film , which is located at: 3M Center Bldg. 0235-02-S-27; St. Paul, MN 55144-1000; Toll Free Tel: 866-499-8857; Tel: 651-733-2222; Fax: 651-737-3446; Email: [request info \(jemannix@mmm.com\)](mailto:request info (jemannix@mmm.com)); Web: [www.3m.com/windowfilm](http://www.3m.com/windowfilm)
- B. Substitutions: Not permitted.

#### 2.2 CLEAR MICROLAYERED SAFETY AND SECURITY WINDOW FILM

- A. 3M Scotchshield Ultra S800 Safety and Security Window Film. Optically clear microlayered polyester film, nominally 8 mils (0.008 inch) thick, with a durable acrylic abrasion resistant coating over one surface and a pressure sensitive adhesive on the other. The film is clear and does not contain dyed polyester. The adhesive is pressure-activated, not water-activated, and forms a physical bond, not chemical bond, to the glass. The film is microlayered with both plastic and ductile polyester layers for tear resistance.
  1. Physical / Mechanical Performance Properties (nominal):
    - a. Film Color: Clear.
    - b. Film Thickness (excluding coatings or adhesive liner): Nominal 8 mils
    - c. Tensile Strength (ASTM D882):
      - 1) Base Film: 32,000 psi (MD) / 32,000 psi (TD).
      - 2) Coated Film: 27,000 psi (MD) / 27,000 psi (TD).
    - d. Break Strength (ASTM D882):
      - 1) Base Film: 250 lb/in (MD) / 250 lb/in (TD).
      - 2) Coated Film: 215 lb/in (MD) / 215 lb/in (TD).
    - e. Percent Elongation at Break (ASTM D882):
      - 1) Base Film: 115 % (MD) / 115 % (TD).
      - 2) Coated Film: 90 % (MD) / 105 % (TD).
    - f. Yield Strength:



- 1) Base Film: 12,000 psi (MD).
  - 2) Coated Film: 15,000 psi (MD).
- g. Percent Elongation at Yield (ASTM D882):
  - 1) Base Film: 7% (MD).
  - 2) Coated Film: 8% (MD).
- h. Graves Tear Resistance (ASTM D1004):
  - 1) Maximum Force (lbs):
    - a) Base Film: 40 (MD) / 40 (TD).
    - b) Coated Film: 40 (MD) / 40 (TD).
  - 2) Maximum Extension (in):
    - a) Base Film: 0.45 (MD) / 0.65 (TD).
    - b) Coated Film: 0.50 (MD) / 0.57 (TD).
  - 3) Graves Area Tear Resistance (lbs%):
    - a) Base Film: 1,100 (MD) / 1,300 (TD).
    - b) Coated Film: 1,100 (MD) / 1,300 (TD).
- i. Puncture Propagation Tear Resistance (ASTM D2582):
  - 1) Coated Film: 9 lbf (MD) / 10 lbf (TD).
- j. Puncture Strength (ASTM D4830):
  - 1) Material Properties (as supplied).
  - 2) Coated Film: 185 lbf.
2. Uniformity: No noticeable pin holes, streaks, thin spots, scratches, banding or other optical defects.
3. Variation in Total Transmission across the width: Less than 2 percent over the average at any portion along the length.
4. Identification: Labeled as to Manufacturer as listed in this Section.
5. Solar Performance Properties: Film applied to 1/4 inch (6 mm) thick clear glass.
  - a. Visible Light Transmission (ASTM E 903): 87 percent.
  - b. Visible Reflection (ASTM E 903): Not more than 10 percent.
  - c. Ultraviolet Transmission (ASTM E 903): Less than 0.5 percent.
  - d. Solar Heat Gain Coefficient (ASTM E 903): 0.79
6. Impact Resistance for Safety Glazing: Tested on 1/4 inch (6 mm) annealed glass.
  - a. Safety Rating (CPSC 16 CFR, Part 1201): Category II (400 ft.-lbs).
  - b. Safety Rating (ANSI Z97.1): Class A, Unlimited Size.
7. Impact Resistance and Pressure Cycling: Film shall pass impact of Large Missile "C" and withstand subsequent pressure cycling (per ASTMs E1996 and E1886) at +/- 75 psf Design Pressure with use of 3M Impact Protection Adhesive. Film applied to 1/4-inch tempered glass.
8. Blast Hazard Mitigation:
  - a. GSA Rating of "2" / ASTM F1642 "Minimal Hazard" with blast pressure of 7 psi and 44 psi\*msec blast impulse, on 1/4 inch (6 mm) annealed single pane glass and 3M Impact Protection Profile Attachment system
  - b. GSA Rating of "2" / ASTM F1642 "Minimal Hazard" with blast pressure of 7 psi and 43 psi\*msec blast impulse, on 1/4 inch (6 mm) tempered single pane glass and 3M Impact Protection Profile Attachment system
  - c. GSA Rating of "2" / ASTM F1642 "Minimal Hazard" with blast pressure of 9 psi and 62 psi\*msec blast impulse, on 1/4 inch (6 mm) annealed single pane glass and 3M Impact Protection Adhesive Attachment system
  - d. GSA Rating of "2" / ASTM F1642 "No Hazard" with blast pressure of 9 psi and 63 psi\*msec blast impulse, on 1/4 inch (6 mm) tempered single pane glass and 3M Impact Protection Adhesive Attachment system
  - e. GSA Rating of "2" / ASTM F1642 "Minimal Hazard" with blast pressure of 9 psi and 60 psi\*msec blast impulse, on 1 inch (25 mm) annealed double pane glass and 3M Impact Protection Profile Attachment system
  - f. GSA Rating of "2" / ASTM F1642 "Minimal Hazard" with blast pressure of 10 psi and 89 psi\*msec blast impulse, on 1 inch (25 mm) annealed double pane glass and 3M Impact Protection Adhesive Attachment system

- g. GSA Rating of "3B" / ASTM F1642 "Very Low Hazard" with blast pressure of 4 psi and 28 psi\*msec blast impulse, on 1/4 inch (6 mm) annealed single pane glass, daylight applied film (no attachment)
- h. GSA Rating of "3B" / ASTM F1642 "Very Low Hazard" with blast pressure of 4 psi and 28 psi\*msec blast impulse, on 1/4 inch (6 mm) tempered single pane glass, daylight applied film (no attachment)
- i. GSA Rating of "3B" / ASTM F1642 "Low Hazard" with blast pressure of 7 psi and 42 psi\*msec blast impulse, on 1 inch (25 mm) annealed double pane glass, daylight applied film (no attachment)
- 9. Forced Entry Resistance: Product shall have been evaluated for time to resist complete body passage by a qualified 3rd Party test lab.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Film Examination:
  - 1. If preparation of glass surfaces is the responsibility of another installer, notify Architect in writing of deviations from manufacturer's recommended installation tolerances and conditions.
    - a. Glass surfaces receiving new film should first be examined to verify that they are free from defects and imperfections, which will affect the final appearance.
  - 2. Do not proceed with installation until glass surfaces have been properly prepared and deviations from manufacturer's recommended tolerances are corrected. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result under the project conditions.
  - 3. Commencement of installation constitutes acceptance of conditions.

### 3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Refer to Manufacturer's installation instructions for methods of preparation for Impact Protection Adhesive or Impact Protection Profile film attachment systems.

### 3.3 INSTALLATION

- A. Film Installation, General:
  - 1. Install in accordance with manufacturer's instructions.
  - 2. Cut film edges neatly and square at a uniform distance of 1/8 inch (3 mm) to 1/16 inch (1.5 mm) of window sealant. Use new blade tips after 3 to 4 cuts.
  - 3. Spray the slip solution, composed of one capful of baby shampoo or dishwashing liquid to 1 gallon of water, on window glass and adhesive to facilitate proper positioning of film.
  - 4. Apply film to glass and lightly spray film with slip solution.
  - 5. Squeegee from top to bottom of window. Spray slip solution to film and squeegee a second time.
  - 6. Bump film edge with lint-free towel wrapped around edge of a 5-way tool.
  - 7. Upon completion of film application, allow 30 days for moisture from film installation to dry thoroughly, and to allow film to dry flat with no moisture dimples when viewed under normal viewing conditions.
  - 8. If completing an exterior application, check with the manufacturer as to whether edge sealing is required.

### 3.4 CLEANING AND PROTECTION

- A. Remove left over material and debris from Work area. Use necessary means to protect film before, during, and after installation.
- B. Touch-up, repair or replace damaged products before Substantial Completion.
- C. After application of film, wash film using common window cleaning solutions, including ammonia solutions, 30 days after application. Do not use abrasive type cleaning agents and bristle brushes to avoid scratching film. Use synthetic sponges or soft cloths.

END OF SECTION



St. Mary's County Public Schools  
23160 Moakley Street, Suite 107  
Leonardtown, Maryland 20650

**ADDENDUM NO. 1**

Addendum Date: December 21, 2018

ITB Name/Number: Department of Safety and Security – Installation of  
Security Window Film

eMM Solicitation No.: MDSPS31042202

ITB Due Date/Time: **January 4, 2019 at 2:00 p.m. local time**

This addendum consists of three (3) pages, including this signature acknowledgment sheet and one (1) attachment of two (2) pages, for a total of three (3) pages. Please incorporate the attached information in your proposal response.

**This addendum cover page must be signed and returned with your proposal before the closing date and time shown above. Failure to fully execute all ITB documents may be cause for rejection of your proposal.**

St. Mary's County Public Schools (SMCPS) reserves the right to reject any or all offers and to accept the offer that is in the best interest of SMCPS.

Except as modified herein, all other terms and conditions of Invitation to Bid #SMCPS-2019-SS-SWF shall remain in full force and effect.

Brynn Cosner  
Brynn Cosner  
Procurement Coordinator

12/21/18  
Date

**ACKNOWLEDGMENT OF RECEIPT**

COMPANY  
NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_  
Date

NAME AND TITLE: \_\_\_\_\_

TELEPHONE NUMBER: (\_\_\_\_\_) \_\_\_\_\_

**ADDENDUM NO. I**  
**Department of Safety and Security**  
**Installation of Security Window Film**  
**ITB #SMCPS-2019-SS-SWF**

By order of this Addendum, the following information is added to ITB #SMCPS-2019-SS-SWF:

**Changes**

**C1. The following information is hereby incorporated into Section VI, "Specifications", subsection B, "Project Description":**

Work will be coordinated and scheduled with the SMCPS Department of Safety and Security. The SMCPS calendar and school closing updates are available for view at [www.smcps.org](http://www.smcps.org).

In some instances, SMCPS may require installation services when classes are not in session. Permitted working hours will vary by site and project and will be coordinated through the Department of Safety and Security. During the school year, some installation services may be required to be performed between 3:30 P.M. and 11:00 P.M. on weekdays, or, SMCPS may designate the work to be done on the weekends. Working Hours are those hours the employees are actually on site working, excluding lunchtime and/or breaks.

Contractors are required to provide on the Specifications, Pricing and Delivery Information Sheet (Attachment 4) hourly labor rates for all trades for:

- 7:00 A.M. – 3:30 P.M. Monday through Friday
- 3:30 P.M. – 11:00 P.M. Monday through Friday and 7:00 A.M. – 3:30 P.M. Saturday and Sunday (Shift Differential applies).

**Overtime Rate is 1.5 times the Regular Hourly Labor Rate or the Shift Differential Hourly Labor Rate.** Overtime will be paid for hours other than those specified in the both of those rates.

NOTE: SMCPS does not pay any overtime rates unless prior authorization is received.

**C2. The Specifications, Pricing and Delivery Information Sheet (Attachment 4) has been revised to include the bidder's labor rates for regular and shift differential work, as well as corresponding helper rates. Please complete the revised Attachment 4 and include with your bid response.**

### **Questions and Answers**

**Q1. Will all installations take place during normal business hours?**

A1. Please see Change #1 above.

**Q2. Will the use of scaffolding or lifts be required to complete this work?**

A2. No. Scaffolding or lifts should not be required because the windows and doors on which the security film is to be installed are on the ground floor. A ladder may be necessary in some instances.

**Q3. The bid document specifies the product to be installed as the 3M Scotchshield™ Safety and Security Window Film, Ultra S800. Is SMCPs willing to consider other types of window film?**

A3. At this time, the 3M product included in the specifications is highly preferred because of its blast/ballistic mitigation properties. SMCPs is requiring this specific product for the current bid.





## **BID SUBMISSION CHECKLIST**

**ITB # SMCPS-2019-SS-SWF**  
**DEPARTMENT OF SAFETY AND SECURITY**  
**INSTALLATION OF SECURITY WINDOW FILM**

Before you seal your bid, please make sure you have included the following items:

- ☒ **Attachment 1 – Contractor Statement of Experience**
- ☒ **Attachment 2 – Bid Submission Form**
  - Are there any deviations to this bid? If so, you must attach information to Attachment 2.
  - Make sure you have completed all information and it is legible.
- ☒ **Attachment 3A and 3B – Business Relationship Affidavit and Certification of Compliance with Maryland Sex Offender Law including Contractor Response Form**
  - Make sure you have completed all information and it is legible.
  - Make sure the forms are signed by person duly authorized to represent the firm.
- ☒ **Attachment 4 – Specifications, Pricing and Delivery Information Sheet**
  - Insert unit prices and extended prices.
  - Do not make changes to the bid form.
  - Make sure you have an authorized signature, title, and date.
- ☒ **Attachment 5 – References**
  - Complete the form (even if you have been doing business with SMCPS for years—this form is required).
  - Make sure the references you give are for similar products/services that are in the bid you are responding to.
  - Verify your contact names and telephone numbers before you submit the form.
- ☒ **Attachment 6 – Minority Business Enterprise Utilization Affidavit**
- ☒ **Attachment 7 - No Bid Form (as applicable)**
- ☒ **Attachment 8 – W-9**
- ☒ **Addenda if any issued. Must sign and return Acknowledgement of Receipt.**

Other:

**CONTRACTOR'S STATEMENT OF EXPERIENCE****Installation of Security Window Film**

Each prospective bidder must submit this Contractor's Statement of Experience with all portions completed, including any required attachments.

The undersigned declares under penalty of perjury that all of the qualification information submitted with this form is true and correct and that this declaration was executed in Calvert County, Maryland on 01/02/2019.

Eric Hofer  
Vice President

(Name and Title) printed or typed

E. Hofer

(Signature)

Xint Trust of Mid Atlantic Inc.

(Firm Name)

617 Keith Lane

(Address)

Owings, Maryland, 20736

(City, State, Zip Code)

410-257-5511

(Telephone Number)

Each prospective bidder must answer all of the following questions and provide all requested information, where applicable. Any prospective bidder failing to do so may be deemed to be not responsive with respect to this procurement at the sole discretion of St. Mary's County Public Schools. All information submitted for qualification evaluation will be considered official information acquired in confidence, and St. Mary's County Public Schools will maintain its confidentiality to the extent permitted by law. Any prospective bidder found to be not qualified as a result of the bidder's answers to this Contractor's Statement of Experience will receive written response with St. Mary's County Public Schools' decision. Prospective bidders found to be not qualified will be deemed "not responsible" and their bids will be ineligible. The decision of the Department of Safety and Security is final as to a determination of responsibility. The determination of responsibility pertains solely to this procurement, ITB-SMCPS-2019-SS-SWF.

## 1. License

What license or licenses does your firm hold in the State of Maryland?

Name of license holder exactly as on file:

XLNT TINT OF MD ATLANTIC INC.

License classification: CONTRACTOR / SALESMAN

License code: 05 - CONTRACTOR 01 - SALESMAN

License number: 124077 / 92475 - CONTROL # 5157325

Date issued: 4/13/2018

Expiration date: 4/13/2020

Has your firm's license ever been suspended or revoked?

YES \_\_\_ NO X

## 2. Experience installing window safety film

- a. Has your firm been in continuous operation for the last five years in the field of window safety film installation?

YES X NO \_\_\_

- b. Provide the following information **two** projects. The projects must demonstrate the experience of working in a school environment as a contractor performing similar duties and tasks as described in the specification/scope of work.

### Project No. 1:

1. Project name and location: SMCPS / Great Mills H.S.
2. Describe the project:  
This project consisted of the installation  
of 3M Ultra 8800 window film  
for the main entrance with  
silicone attachment added.  
39 windows
3. Name and telephone number of contact: Kristee Boyle / 301-475-5511 x32235
4. Date contract was completed: August 2018
5. Contract amount: \$ 4864
6. Contract time: 2 days
7. Percentage of work subcontracted: 0 %

**Project No. 2:**

1. Project name and location: Leopardtown HS / SMCPs
2. Describe the project:  
This project consisted of the installation  
of 3M Ultra 5800 window film.  
For the main entrances using Silicone  
attachment. 90 windows treated.
3. Name and telephone number of contact: Kristee Boyle / 301-475-5511 x 32235
4. Date contract was completed: August 2018
5. Contract amount: \$ 6467
6. Contract time: 3 days
7. Percentage of work subcontracted: 0 %

**3. Surety and Insurance Information**

- a. Is your firm able to obtain performance and payments bonds up to a contract amount of \$250,000 from a Surety registered in Maryland?

YES ☒ NO ☐

If yes, please provide name, address, and telephone number of Surety office:

Selective Insurance Company through  
agent Raley Watts & O'Neill, 301-863-6625 x 315  
22934 Three Notch Road, Suite B, Calverton, MD 20619

- b. Provide the following insurance information:

Amount of General Liability: Bodily Injury \$ 1,000,000 CSL

Property Damage: \$ 2,000,000

Provide Name, Contact, and Telephone Number of Insurance Agency:

Raley Watts & O'Neill, Lisa Obian, 301-863-6625 x 315

see Attached Certificate

#### 4. Claims History

- a. Provide the following information on successful claims by an Owner against your firm or by your firm against an Owner since **January 1, 2014**. Include claims resolved by arbitration, or litigation. (Provide a sheet for each claim.)

1. Project name and location:

NONE

2. Name and telephone number of owner:

3. Contract amount: \$ \_\_\_\_\_

4. Contract time: \_\_\_\_\_ days

5. Nature of claim: \_\_\_\_\_

6. Amount of claim in money and time: \$ \_\_\_\_\_ days

7. Final resolution of claim for your firm: \$ \_\_\_\_\_ days

8. Final resolution of claim against your firm: \$ \_\_\_\_\_ days

#### 5. Disqualification

- a. Has your firm ever been formally barred from performing work for the State of Maryland, a county agency in Maryland, or a school system in Maryland?

YES \_\_\_\_ NO X

If yes, provide the following information for each such action:

1. Facility: \_\_\_\_\_

2. Project name: \_\_\_\_\_

3. Date of disqualification: \_\_\_\_\_

4. Duration of disqualification: \_\_\_\_\_

5. Reason for disqualification: \_\_\_\_\_

The following space is provided for further explanations of the answers to any questions asked in this Contractor's Statement of Experience.

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**BID SUBMISSION FORM****SIGNATURE PAGE**

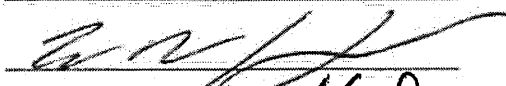
I/we understand that St. Mary's County Public Schools (SMCPS) reserves the right to reject any or all proposals and to award to other than the low Contractor if deemed in the best interest of the SMCPS.

I/we certify that this proposal is made without any previous understanding, agreement, or connection with any person, firm or corporation submitting a proposal for the same services and is in all respects, fair and without any collusion or fraud.

I/we certify that our company, its officers, directors, partners, or any employees have not been convicted of bribery, attempted bribery, or conspiracy to bribe.

In addition, that no member of the Board of Education of St. Mary's County, Administrative or Supervisory personnel or other employees of SMCPS has any interest in the bidding company except as follows:

Are there any deviations to this bid? No (Yes or No). If yes, please attach to this page.

Name of Firm Xint Tint of Mid Atlantic Inc.  
Address 617 Keith Lane  
Owings, MD 20736  
Calvert County  
Telephone No. 410-257-5511  
Fax No. \_\_\_\_\_  
Email Address erich@xinttint.com  
Signature   
Name Eric Hofer  
Title V.P. Business Development.

BUSINESS RELATIONSHIP AFFIDAVIT

CONTRACTOR MUST COMPLETE AND SIGN THIS DOCUMENT AND RETURN TO THE SMCPs IN THE SAME SEALED ENVELOPE CONTAINING THE ITB FORM AND OTHER PERTINENT ITB INFORMATION

I HEREBY CERTIFY THAT I am (Title) Vice President

and the duly authorized representative of the firm

Xlat Tent of Mid Atlantic Inc.

whose address

is 617 Keith Lane, Owings Md. 20736

and that I possess the legal authority to make these testimonies on behalf of myself and the firm for which I am acting.

NON-COLLUSION CERTIFICATION

Neither I, nor to the best of my knowledge, information and belief, the above firm nor any of its other representatives I here represent have agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the ITB/RFP or offer being submitted herewith; not in any manner, directly, or indirectly, entered into any agreement, participated in any collusion to fix the ITB/RFP price, or price proposal of the bidder, or offer or 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/RFP or offer is submitted.

ANTI-BRIBERY AFFIDAVIT

Neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State of any county, bi-county, of multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions committed after July 1, 1977 which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government.

CIVIL RIGHTS COMPLIANCE

We fully comply with Title VI of the Civil Rights Act of 1964 (PL88-352).


In signing this document I represent that I have personal knowledge of all the matters and facts herein stated, and do solemnly declare and affirm under the penalties of perjury that the contents of this document are true and correct.



In signing this document I represent that I have personal knowledge of all the matters and facts herein stated, and do solemnly declare and affirm under the penalties of perjury that the contents of this document are true and correct.

1/2/2018

Date



Signature

Eric Hofer

Printed or Typed Name

CONTRACTOR/SUBCONTRACTOR'S CERTIFICATION OF COMPLIANCE

X LNT TINT of Mid Atlantic Inc. (Eric Hofer) WITH MARYLAND SEX OFFENDER LAW

Name of Contractor

X LNT TINT of Mid Atlantic Inc.

has complied, and will continue to comply with § 6-113 of the Education Law Article, which provides that a contractor or subcontractor 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 a crime involving:

- (1) An offense under § 3-307 or § 3-308 of the Criminal Law Article, or an offense under the laws of another state that would constitute a violation of § 3-307 or § 3-308 of the Criminal Law Article if committed in the State;
- (2) Child sexual abuse under § 3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under § 3-602 of the Criminal Law Article if committed in this State; or
- (3) A crime of violence as defined in § 14-101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of § 14-101 of the Criminal Law Article if committed in this State.

**Contractor/Subcontractor's Certification of Compliance  
With Maryland Criminal History Records Check Requirement**

X LNT TINT of Mid Atlantic Inc. hereby certifies as follows:

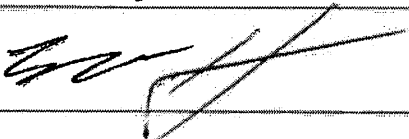
X LNT TINT of Mid Atlantic Inc. has complied, and will continue to comply with § 5-561 of the Family Law Article of the Maryland Code, which provides that a contractor or subcontractor shall require an employee that will have direct, unsupervised, and uncontrolled access to children in a public school to obtain a criminal history records check.

Certification

The undersigned Contractor hereby certifies to the St. Mary's County Board of Education that no employee, subcontractor, subcontractor employee, or material supplier that is a registered sex offender will be allowed to enter onto school system property at any time in the performance of the work or services for which the contract is awarded.

Name of Individual/Organization (Contractor): X Lnt Tint of M.d Atlantic Inc.  
(Print or type name)

Name of Authorized Representative: Eric Hofer  
(Print or type name)

Signature of Authorized Representative: 

### CONTRACTOR RESPONSE FORM

Contractor shall attach to this page a complete and accurate list of the individuals it may directly employ, or who have been subcontracted, who will have direct, unsupervised or uncontrolled access to children while performing work for St. Mary's County Public Schools (SMCPS) is attached. In addition, the contractor shall check the statements below that apply and return this documentation with a responsive proposal:

- ☒ No individuals, employees or subcontractors will have direct, unsupervised or uncontrolled access to children while performing work for St. Mary's County Public Schools (SMCPS)
- ☒ These individuals named on the attached list have or will have undergone a criminal background check, including fingerprinting within the last 12 months. (Below)
- ☒ Upon notice of award, the successful contractor shall be required to register all employees including subcontractors who perform work for St. Mary's County Public Schools, using the St. Mary's County Public Schools, Department of Safety and Security Cognito Forms.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

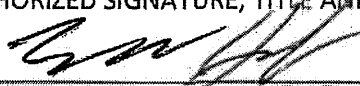
*Maryland law requires that contractors may not knowingly employ a registered sex offender to work in a school. In addition, a contractor may not knowingly assign a member of its workforce to work on school premises with direct, unsupervised, and uncontrolled access to children, if the individual has been convicted of, or pled guilty or nolo contendere, to certain sexual offenses, child sexual abuse offenses, and crimes of violence.*

① Eric Hofer  
② Chris Malay  
③ Ryan Trott  
④ Bryan Parvin

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Hourly rates offered by Contractor shall be fixed rates for service throughout the entire term of the contract.

AUTHORIZED SIGNATURE, TITLE AND DATE

 V.P. 1/2/2019

Bid price shall be valid for ninety (90) days after bid opening date. All bids shall include F.O.B. destination.

**SPECIFICATIONS, PRICING AND DELIVERY INFORMATION SHEET****ITB # SMCPs-2019-SS-SWF – INSTALLATION OF SECURITY WINDOW FILM**

**PURPOSE:** The Board of Education of St. Mary's County on behalf of St. Mary's County Public Schools (SMCPS) is requesting sealed bids from experienced and qualified Contractors to furnish and install security window film on windows and doors at multiple SMCPS school and office locations. SMCPS reserves the right to award the requirements of this bid in total or in part as is determined to be in the best interest of SMCPS. SMCPS reserves the right to make multiple awards. The resulting contract will be awarded for a period of one year with two (2) one-year options to renew.

Exhibit C of this bid document lists the school and office locations that are included in the scope of this bid. Installation of security window film may be requested at any of these locations throughout the duration of the contract. SMCPS may add additional facilities during the term of the contract.

**NOTES:** Contractor shall perform services as detailed in Section VI "Specifications." The total cost per square foot offered to perform these services shall include all labor, supplies, materials, equipment, disposal, and parts required to perform these services in accordance with the specifications.

**INSTALLATION OF SECURITY WINDOW FILM**

<u>Item Number</u>	<u>Description</u>	<u>Total Cost per Square Foot</u>
1	Furnish and install Security Window Film as specified in ITB #SMCPS-2019-SS-SWF at a single location with total square feet of 0 to 500 sq. ft.	11.39
2	Furnish and install Security Window Film as specified in ITB #SMCPS-2019-SS-SWF at a single location with total square feet of 501 to 1,200 sq. ft.	10.89
3	Furnish and install Security Window Film as specified in ITB #SMCPS-2019-SS-SWF at a single location with total square feet of 1,201 to 2,600 sq. ft.	10.39
4	Furnish and install Security Window Film as specified in ITB #SMCPS-2019-SS-SWF at a single location with total square feet greater than 2,600 sq. ft.	9.89

Please state warranty period for material to be installed:

12 years

**Additional Work:**

Services, repairs, materials and/or parts performed and/or supplied outside the scope of work and Specifications must have the prior written approval of SMCPS to qualify as an extra cost item. The Contractor shall be paid only for work that is authorized and accepted by SMCPS as satisfactorily completed.

Regular Hourly Labor Rate shall be in effect from 7:00 A.M. until 3:30 P.M. and a Shift Differential Hourly Labor Rate shall be in effect from 3:30 P.M. until 11:00 P.M., Monday through and including Friday. These rates are for any one (1) individual on site working eight (8) or less consecutive hours. The Regular Hourly Labor Rate and the Shift Differential Hourly Labor Rate are the rates bid and invoiced per person, per hour.

- a. Regular Hourly Labor Rate: 48.74/hr  
b. Shift Differential Hourly Labor Rate: 54.49/hr  
c. Regular Hourly Labor Rate (Helper): 37.24/hr  
d. Shift Differential Hourly Labor Rate (Helper): 40.69/hr  
e. Mark-up % for additional materials required: 19.88%

Hourly rates offered by Contractor shall be fixed rates for service throughout the entire term of the contract.

Overtime Rate is 1.5 times the Regular Hourly Labor Rate or the Shift Differential Hourly Labor Rate. Overtime will be paid for hours other than those specified in the both of those rates.

NOTE: SMCPS does not pay any overtime rates unless prior authorization is received.

AUTHORIZED SIGNATURE, TITLE AND DATE

 U.P. 1/2/2019

Bid price shall be valid for ninety (90) days after bid opening date. All bids shall include F.O.B. destination.

## REFERENCES

**ORGANIZATION NAME** Signals Defense  
**ADDRESS** 1 Easter Ct  
Owings Mills, MD  
**TELEPHONE NO.** 410 902 0356 **EMAIL:** a.fadely@signalsdefense.co.  
**CONTACT PERSON** Ashleigh Fadely  
**DESCRIPTION OF WORK** Window Film installation including  
3M Ultra 5800

**ORGANIZATION NAME** Concentric Security  
**ADDRESS** 7560 Main Street  
Sykesville MD 20784  
**TELEPHONE NO.** 410-552-9950 **EMAIL:** r.schlegel@concentricsecurity.co  
**CONTACT PERSON** Robert Schlegel  
**DESCRIPTION OF WORK** Window Film installation including  
security film

**ORGANIZATION NAME** Morning Calm Management  
**ADDRESS** 6404 Ivy Lane Suite 100  
Greenbelt, MD. 20770  
**TELEPHONE NO.** 301474 9050 **EMAIL:** T.Gavin@morning-cdm.com  
**CONTACT PERSON** Terri Gavin  
**DESCRIPTION OF WORK** Window Film installation  
over 30,000 sq ft.

## MINORITY BUSINESS ENTERPRISE UTILIZATION AFFIDAVIT

Name of Bidder X Lnt Tint of M. Atlantic Inc Bid Title: Dept. of Safety and Security – Installation of Security Window Film

Date: 1/2/2019 Bid No. SMCPS-2019-SS-SWF

Please respond to the questions as follows:

Check One

Yes No

1. Minority Business Enterprise? MDOT SBE 18-467 X (Prince Georges County)
2. If the response to Question 1 is "No", have Minority Business Enterprises provided any services or supplied Any items associated with your response to this ITB? WBE 18-13508 WOSB 172228

Note: If the response to Question 2 is "Yes", please proceed with completing the balance of the form. If the response to Question 2 is "No", do not complete the balance of the form other than signature and title.

Name and Address of Minority Business Enterprise	Type of Service or Materials/Supplies	Agreed Price	Percent of Total Bid
<u>X LNTTINT of M. ATL</u>	<u>Window Film</u>	<u>TBD</u>	<u>TBD</u>
<u>(Prince Georges)</u>			

Total Bid \$ TBD  
 Total Minority Business Enterprise Bid  
 Percent of Total Minority Business Enterprises Contract TBD %

G. V. Hef  
 Signature

V.P.  
 Title

1/2/2019  
 Date



St. Mary's County Public Schools  
23160 Moakley Street, Suite 107  
Leonardtown, Maryland 20650

**ADDENDUM NO. 1**

Addendum Date: December 21, 2018

ITB Name/Number: Department of Safety and Security – Installation of Security Window Film

eMM Solicitation No.: MDSPS31042202

ITB Due Date/Time: **January 4, 2019 at 2:00 p.m. local time**

This addendum consists of three (3) pages, including this signature acknowledgment sheet and one (1) attachment of two (2) pages, for a total of three (3) pages. Please incorporate the attached information in your proposal response.

**This addendum cover page must be signed and returned with your proposal before the closing date and time shown above. Failure to fully execute all ITB documents may be cause for rejection of your proposal.**

St. Mary's County Public Schools (SMCPS) reserves the right to reject any or all offers and to accept the offer that is in the best interest of SMCPS.

Except as modified herein, all other terms and conditions of Invitation to Bid #SMCPS-2019-SS-SWF shall remain in full force and effect.

Brynn Cosner  
Brynn Cosner  
Procurement Coordinator

12/21/18  
Date

**ACKNOWLEDGMENT OF RECEIPT**

COMPANY NAME: Xint Tinto of Mid Atlantic Inc

AUTHORIZED SIGNATURE: [Signature]  
NAME AND TITLE: Eric Hofer VP Date 1/2/2019

TELEPHONE NUMBER: (410) 257 5511

**ADDENDUM NO. I**  
**Department of Safety and Security**  
**Installation of Security Window Film**  
**ITB #SMCPS-2019-SS-SWF**

By order of this Addendum, the following information is added to ITB #SMCPS-2019-SS-SWF:

**Changes**

**C1. The following information is hereby incorporated into Section VI, "Specifications", subsection B, "Project Description":**

Work will be coordinated and scheduled with the SMCPS Department of Safety and Security. The SMCPS calendar and school closing updates are available for view at [www.smcps.org](http://www.smcps.org).

In some instances, SMCPS may require installation services when classes are not in session. Permitted working hours will vary by site and project and will be coordinated through the Department of Safety and Security. During the school year, some installation services may be required to be performed between 3:30 P.M. and 11:00 P.M. on weekdays, or, SMCPS may designate the work to be done on the weekends. Working Hours are those hours the employees are actually on site working, excluding lunchtime and/or breaks.

Contractors are required to provide on the Specifications, Pricing and Delivery Information Sheet (Attachment 4) hourly labor rates for all trades for:

- 7:00 A.M. – 3:30 P.M. Monday through Friday
- 3:30 P.M. – 11:00 P.M. Monday through Friday and 7:00 A.M. – 3:30 P.M. Saturday and Sunday (Shift Differential applies).

**Overtime Rate is 1.5 times the Regular Hourly Labor Rate or the Shift Differential Hourly Labor Rate.** Overtime will be paid for hours other than those specified in the both of those rates.

NOTE: SMCPS does not pay any overtime rates unless prior authorization is received.

**C2. The Specifications, Pricing and Delivery Information Sheet (Attachment 4) has been revised to include the bidder's labor rates for regular and shift differential work, as well as corresponding helper rates. Please complete the revised Attachment 4 and include with your bid response.**

### **Questions and Answers**

**Q1. Will all installations take place during normal business hours?**

A1. Please see Change #1 above.

**Q2. Will the use of scaffolding or lifts be required to complete this work?**

A2. No. Scaffolding or lifts should not be required because the windows and doors on which the security film is to be installed are on the ground floor. A ladder may be necessary in some instances.

**Q3. The bid document specifies the product to be installed as the 3M Scotchshield™ Safety and Security Window Film, Ultra S800. Is SMCPs willing to consider other types of window film?**

A3. At this time, the 3M product included in the specifications is highly preferred because of its blast/ballistic mitigation properties. SMCPs is requiring this specific product for the current bid.



**SPECIFICATIONS, PRICING AND DELIVERY INFORMATION SHEET****ITB # SMCPs-2019-SS-SWF – INSTALLATION OF SECURITY WINDOW FILM****PURPOSE**

request  
window  
require  
right to  
option

Exhibit

Install  
contract

**NOTES**

Original  
Attachment  
4

on behalf of St. Mary's County Public Schools (SMCPS) is  
contractors to furnish and install security window film on  
the locations. SMCPS reserves the right to award the  
contract to be in the best interest of SMCPS. SMCPS reserves the  
contract to be awarded for a period of one year with two (2) one-year

the locations that are included in the scope of this bid.  
at any of these locations throughout the duration of the  
term of the contract.

Section VI "Specifications." The total cost per square foot  
all labor, supplies, materials, equipment, disposal, and parts  
be with the specifications.

**SECURITY WINDOW FILM**

<u>Item Number</u>	<u>Description</u>	<u>Total Cost per Square Foot</u>
1	Furnish and install Security Window Film as specified in ITB #SMCPS-2019-SS-SWF at a single location with total square feet of 0 to 500 sq. ft.	10.50
2	Furnish and install Security Window Film as specified in ITB #SMCPS-2019-SS-SWF at a single location with total square feet of 501 to 1,200 sq. ft.	10.50
3	Furnish and install Security Window Film as specified in ITB #SMCPS-2019-SS-SWF at a single location with total square feet of 1,201 to 2,600 sq. ft.	10.50
4	Furnish and install Security Window Film as specified in ITB #SMCPS-2019-SS-SWF at a single location with total square feet greater than 2,600 sq. ft.	10.50

Please state warranty period for material to be installed: 62

**Additional Work:**

Services, repairs, materials and/or parts performed and/or supplied outside the scope of work and specifications must have the prior written approval of SMCPS to qualify as an extra cost item. The Contractor shall be paid only for work that is authorized and accepted by SMCPS as satisfactorily completed.

Hourly labor rate for approved change orders only: \$ \_\_\_\_\_/hour

Mark-up % for additional materials required: \_\_\_\_\_%

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Hourly rates offered by Contractor shall be fixed rates for service throughout the entire term of the contract.

AUTHORIZED SIGNATURE, TITLE AND DATE

Chen H. Mant Sales Manager 12-17-2018

Bid price shall be valid for ninety (90) days after bid opening date. All bids shall include F.O.B. destination.

**SPECIFICATIONS, PRICING AND DELIVERY INFORMATION SHEET****ITB # SMCPs-2019-SS-SWF – INSTALLATION OF SECURITY WINDOW FILM**

**PURPOSE:** The Board of Education of St. Mary's County on behalf of St. Mary's County Public Schools (SMCPS) is requesting sealed bids from experienced and qualified Contractors to furnish and install security window film on windows and doors at multiple SMCPS school and office locations. SMCPS reserves the right to award the requirements of this bid in total or in part as is determined to be in the best interest of SMCPS. SMCPS reserves the right to make multiple awards. The resulting contract will be awarded for a period of one year with two (2) one-year options to renew.

Exhibit C of this bid document lists the school and office locations that are included in the scope of this bid. Installation of security window film may be requested at any of these locations throughout the duration of the contract. SMCPS may add additional facilities during the term of the contract.

**NOTES:** Contractor shall perform services as detailed in Section VI "Specifications." The total cost per square foot offered to perform these services shall include all labor, supplies, materials, equipment, disposal, and parts required to perform these services in accordance with the specifications.

**INSTALLATION OF SECURITY WINDOW FILM**

<u>Item Number</u>	<u>Description</u>	<u>Total Cost per Square Foot</u>
1	Furnish and install Security Window Film as specified in ITB #SMCPS-2019-SS-SWF at a single location with total square feet of 0 to 500 sq. ft.	
2	Furnish and install Security Window Film as specified in ITB #SMCPS-2019-SS-SWF at a single location with total square feet of 501 to 1,200 sq. ft.	
3	Furnish and install Security Window Film as specified in ITB #SMCPS-2019-SS-SWF at a single location with total square feet of 1,201 to 2,600 sq. ft.	
4	Furnish and install Security Window Film as specified in ITB #SMCPS-2019-SS-SWF at a single location with total square feet greater than 2,600 sq. ft.	

**Please state warranty period for material to be installed:** \_\_\_\_\_

**Additional Work:**

Services, repairs, materials and/or parts performed and/or supplied outside the scope of work and Specifications must have the prior written approval of SMCPS to qualify as an extra cost item. The Contractor shall be paid only for work that is authorized and accepted by SMCPS as satisfactorily completed.

Regular Hourly Labor Rate shall be in effect from 7:00 A.M. until 3:30 P.M. and a Shift Differential Hourly Labor Rate shall be in effect from 3:30 P.M. until 11:00 P.M., Monday through and including Friday. These rates are for any one (1) individual on site working eight (8) or less consecutive hours. The Regular Hourly Labor Rate and the Shift Differential Hourly Labor Rate are the rates bid and invoiced per person, per hour.

- a. Regular Hourly Labor Rate: \_\_\_\_\_/hr
- b. Shift Differential Hourly Labor Rate: \_\_\_\_\_/hr
- c. Regular Hourly Labor Rate (Helper): \_\_\_\_\_/hr
- d. Shift Differential Hourly Labor Rate (Helper): \_\_\_\_\_/hr
- e. Mark-up % for additional materials required: \_\_\_\_\_%

Hourly rates offered by Contractor shall be fixed rates for service throughout the entire term of the contract.

Overtime Rate is 1.5 times the Regular Hourly Labor Rate or the Shift Differential Hourly Labor Rate. Overtime will be paid for hours other than those specified in the both of those rates.

NOTE: SMCPS does not pay any overtime rates unless prior authorization is received.

AUTHORIZED SIGNATURE, TITLE AND DATE

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**Bid price shall be valid for ninety (90) days after bid opening date. All bids shall include F.O.B. destination.**



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**ST. MARY'S COUNTY PUBLIC SCHOOLS (SMCPS)**

**INVITATION TO BID (ITB)**

BID TITLE: DEPARTMENT OF SAFETY AND SECURITY – INSTALLATION  
OF SECURITY WINDOW FILM

BID NUMBER: ITB #SMCPS-2019-SS-SWF

DEADLINE FOR QUESTIONS: **DECEMBER 20, 2018**  
**2:00 P.M. LOCAL TIME**

CONTRACT PERIOD: ONE YEAR, WITH TWO (2) OPTIONS TO RENEW FOR ONE  
ADDITIONAL YEAR

BID OPENING DATE: **JANUARY 4, 2019**

TIME OF BID OPENING: **2:00 P.M. LOCAL TIME**

PLACE OF BID OPENING: ST. MARY'S COUNTY PUBLIC SCHOOLS  
PURCHASING OFFICE  
23160 MOAKLEY STREET  
LEONARDTOWN, MARYLAND 20650

BID MAILING ADDRESS: ST. MARY'S COUNTY PUBLIC SCHOOLS  
Attn: Brynn Cosner, Procurement Coordinator  
23160 MOAKLEY STREET, SUITE 107  
LEONARDTOWN, MARYLAND 20650

SHIPPING ADDRESS UPS/FEDEX: ST. MARY'S COUNTY PUBLIC SCHOOLS  
Attn: Brynn Cosner, Procurement Coordinator  
23160 MOAKLEY STREET, SUITE 107  
LEONARDTOWN, MARYLAND, 20650

PROCUREMENT COORDINATOR: BRYNN COSNER

EMAIL ADDRESS: [btcosner@smcps.org](mailto:btcosner@smcps.org)

WEBSITE: <http://emaryland.buyspeed.com>

**NOTE: Please submit one (1) original and one (1) copy of your bid response. Bids must be sealed and submitted via U.S. Mail, UPS, FedEx, or in person.**

**If SMCPS offices are closed on the day a bid is "DUE", the bid will be due at the same time the next day that the SMCPS offices are opened.**

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Please include the following with your bid response:

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**I. Introduction**

The Board of Education of St. Mary's County on behalf of St. Mary's County Public Schools (SMCPS) is requesting sealed bids from experienced and qualified Contractors to furnish and install security window film to windows and doors at multiple SMCPS school and office locations.

**II. Information for Bidders**

Bids shall be sealed, marked on the outside of the package "**ITB #SMCPS-2019-SS-SWF**" bearing the name and address of the Contractor. Bids shall be addressed to and received at the following location on or before the bid opening date and time, which is **January 4, 2019 at 2:00 p.m. local time**:

St. Mary's County Public Schools  
Attn: Brynn Cosner, Procurement Coordinator  
23160 Moakley Street, Suite 107  
Leonardtown, MD 20650

Contractors shall assume full responsibility for timely delivery of the bid response to the location designated for receipt of bids. Bids received after the time and date will be considered unresponsive. Please submit one (1) original and one (1) copy of the bid response. Bids must be sealed and submitted via U.S. Mail, UPS, FedEx or in person.

If SMCPS offices are closed on the day a bid is "DUE", the bid will be due at the same time the next day that the SMCPS offices are opened.

It is the intent of SMCPS that should this bid be accepted and awarded, the Contract will consist of the bid solicitation documents, any addenda/amendments, and the bidder's response to the bid solicitation, addendum/amendment documents, SMCPS written notice of award and subsequent purchase orders. The resulting contract shall be awarded for a period of one year from the day of contract award, with the option for two (2) additional one-year renewals. SMCPS reserves the right to cancel the contract, at its discretion, for any reason.

SMCPS reserves the right to award the requirements of this bid in total or in part as it determines to be in the best interest of SMCPS. SMCPS reserves the right to make multiple awards. Contract awards are subject to the availability of funding.

Minority Business Enterprises are encouraged to respond to this solicitation notice.

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### III. Inquiries/Communication

Prospective bidders may request that SMCPs clarify information contained in this bid. All such requests must be made in writing to Brynn Cosner, Procurement Coordinator. SMCPs will not respond to any requests for clarification received after **2:00 p.m. local time, December 20, 2018**. Questions may be sent via email to [btcosner@smcps.org](mailto:btcosner@smcps.org). An addendum will be issued if necessary to answer all questions. The addendum will be posted on <http://emaryland.buyspeed.com> under the applicable bid number and will be available at the SMCPs Purchasing Office.

### IV. General Terms and Conditions

#### A. DISPUTES

The resulting Contract award from this ITB shall be subject to the provisions of Title 15, Subtitle 2 or the State Finance and Procurement Article of the Annotated Code of Maryland and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the decision of SMCPs.

#### B. GOVERNING LAW AND VENUE

The bid shall be construed in accordance with, and interpreted under, the Laws of the State of Maryland. Any lawsuit arising out of such a bid or resulting contract shall be filed in the appropriate State Court of competent jurisdiction located in St. Mary's County.

#### C. TERMINATION

##### a. DEFAULT

SMCPs may, by written notice of default to the contractor, terminate the whole or any part of the contract. If, after notice of termination of this contract under provision of this clause, it is determined for any reason that the Contractor was not in default under the provisions of the clause, or that the default was excusable under the provisions of the contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to a termination for convenience.

##### b. CONVENIENCE

SMCPs may terminate the performance of work under any resulting contract in whole or in part when it is determined to be in the best interest of SMCPs, for any reason. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of the work is terminated and the date upon which such termination becomes effective. All finished or unfinished supplies and services provided by the contractor shall at the option of SMCPs, become the property of SMCPs. SMCPs shall pay the contractor fair and equitable compensation for satisfactory performance prior to receipt of Notice of Termination. Upon receipt of a Notice of Termination, the Contractor shall submit to the Purchasing Office his Termination Claim.

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D. FORCE MAJEURE

The Contractor shall not be liable for any excess costs of failure to perform if the failure to perform this ITB/Contract arises from causes beyond the control and without the fault of negligence of the Contractor. Excusable causes include, but are not limited to, acts of God or of the public enemy and acts of the federal or state government in either their sovereign or contractual capacities.

E. ASSIGNMENT

The ITB/Contract shall not be assigned, sublet or transferred, in whole or in part, by operations of law or otherwise, by either of the parties hereto except with the prior written consent of the other. Unless specifically stated, no written consent to an assignment shall operate to release or discharge the assignor from any duty or responsibility under the ITB/Contract.

F. BID PROTEST PROCEDURES

A Contractor may protest an award. The protest shall be filed with the Purchasing Office by submitting a protest in writing to Brynn Cosner, Procurement Coordinator, by mail at 23160 Moakley Street, Suite 107, Leonardtown, Maryland 20650. The protest must be received by the close of business on the seventh (7<sup>th</sup>) business day after the award. Protests shall include the ITB number, the basis of the protest, the relief sought and whether the protester wishes to have a conference with respect to the protest.

G. INDEMNIFICATION

To the fullest extent permitted by law, Contractor agrees to defend, indemnify, pay on behalf of, and save harmless the Board of Education of St. Mary's County, its elected and appointed officials, agents, employees, and authorized volunteers against any and all claims, losses, damages, expenses, including attorneys' fees and all other costs connected therewith, cause of action or liability arising out of or connected to the supply, delivery or installation of any products or materials by Contractor under this Contract, provided that any such claim, loss, damage, expense, cause of action or liability is caused in whole or in part by any negligent act or omission of the Contractor or any of the Contractor's employees, agents, officials or volunteers or anyone for whose acts the Contractor may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. This obligation to indemnify, defend and hold Board of Education of St. Mary's County, its elected and appointed officials, agents, employees, and authorized volunteers harmless shall survive the termination of this Agreement.

H. COMPLIANCE WITH LAWS

The Contractor hereby represents and warrants that:

- a. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- b. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes

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and employee benefits, and that it shall not become so in arrears during the term of this contract;

- c. It shall comply with all federal, state and local laws, regulations and ordinances applicable to its activities and obligations under this contract; and
- d. It shall obtain, at its expense, all licenses, permits, insurance and governmental approvals, if any, necessary to the performance of its obligations under this contract.

I. MARYLAND SEX OFFENDER LAW

Maryland Law requires certain child sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work and/or attend school. Section 11-722(c) of the Criminal Procedure Article of the Annotated Code of Maryland states that “[a] person who enters into 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 registrant.” Section 11-722(d) provides that “a person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding five years or a fine not exceeding \$5,000 or both.” If a registered sex offender, as determined by the definition contained in the Criminal Procedures Article of the Annotated Code of Maryland, is employed by the Contractor, then the Contractor is prohibited from assigning that employee to perform management, delivery, installation, repair, construction, or any type of services on any Board property. Violation of this provision may result in Termination for Cause.

It shall be the responsibility of all Contractors submitting a bid or offer to SMCPs to comply with this provision. If a Contractor is found to have violated this provision subsequent to an award by SMCPs, the Contract may be immediately terminated at SMCPs’ sole option, and that Contractor may be liable to SMCPs for all re-procurement cost and may be debarred from bidding future SMCPs requirements.

J. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

SMCPs is in compliance with Executive Order 11246 entitled “Equal Employment Opportunity”, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41CFR part 60). The successful Contractor must also be in compliance with the Order as amended and supplemented.

SMCPs does not discriminate on the basis of race, color, religion, national origin, sex, age or disability in its programs, activities or employment practices. **All Contractors shall affirm that they do not discriminate with regard to individual political affiliation, religious beliefs, race, creed, national origin, sex, age or handicap in employment practices by so stating in the response to the bid.**

K. eMARYLAND MARKETPLACE (eMM)

Maryland State Law requires SMCPs to publish notices of procurements and procurement awards on eMaryland Marketplace (eMM). The requirement extends only to contracts procured through

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competitive sealed bidding, competitive sealed proposals and noncompetitive negotiations, and to procurements whose value equals or exceeds that for State contracts that must be published on eMM. Contractors are encouraged to register as a Contractor with eMM at [www.emarylandmarketplace.com](http://www.emarylandmarketplace.com). The awarded Contractors must be registered with eMM following notice of award. If you require assistance, contact the help desk at [emaryland@dgs.state.md.us](mailto:emaryland@dgs.state.md.us) or call 410-767-1492.

L. MINORITY BUSINESS ENTERPRISES

Minority Business Enterprises (MBE) are encouraged to respond to this solicitation notice. Contractors who provide material, supplies, equipment and/or services under this Contract are encouraged to subcontract with Minority Business Enterprises.

M. PREPARATION AND SUBMISSION OF BIDS

Responsive bids shall be made in the formats set forth in this bid document and on the Contractor's Statement of Experience (Attachment 1) Bid Submission Signature Form (Attachment 2), Business Relationship Affidavit (Attachment 3a and 3b), Specifications, Pricing and Delivery Information Sheet (Attachment 4), References (Attachment 5), and Addenda, with all required supplementary documentation. All forms must be complete and submitted in ink or typed. **Faxed bids and electronic bids will not be accepted.** The Contractor must initial any erasures or alterations in ink. Spaces left blank on Attachment 4 shall be deemed by SMCPS, in its sole discretion, to be not applicable or "no bid". Contractors must submit one original and one copy of their bid signed by a person with authority to bind the Firm. Bids shall not be withdrawn or altered for a period of ninety (90) days after the bid opening date.

N. ADDENDA TO THE ITB

If it becomes necessary to revise any part of the ITB, addenda will be issued. All bidders shall be responsible for acquiring addenda by contacting the SMCPS Purchasing Office or by downloading the addendum from <https://emaryland.buyspeed.com/bsa/>. All addenda shall become a part of the Contract. Each bidder must acknowledge receipt of addenda. Acknowledgement shall consist of returning a signed copy of all addenda cover sheets as part of the bid submission by the stated date and time. All addenda responses must be received by the bid opening date.

O. BASIS OF PRICING

The prices offered for the installation of window safety film shall include all labor, supplies, materials, equipment, disposal and parts required to complete the installation in accordance with the specifications in Section VI and as listed on the "Specifications, Pricing and Delivery Information Sheet" (Attachment 4).

The prices must include any and all costs necessary to implement terms and conditions of the contract. No Contractor will be allowed to offer more than one price for each item or service even though the Contractor may feel that they have two or more choices that meet specifications. Contractors must determine for themselves which to offer. If the Contractor should submit more than one price on any item or service, all prices for that item or service will be rejected. Prices quoted shall not include Federal

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Excise or State Sales and Use Taxes, or any other taxes from which SMCPs is exempt. Exemption certificates will be furnished upon request.

P. CANCELLATION OR REJECTION OF BIDS, AND WAIVER OF NONCONFORMITIES

SMCPs reserves the right, in the exercise of its sole discretion, to cancel this bid or reject all bids. SMCPs will notify all interested Contractors in writing in the event of such cancellation or rejection. SMCPs also reserves the right to waive any minor irregularity or nonconformity of any bid response to this ITB.

Q. MODIFICATIONS/WITHDRAWAL OF BIDS

A Contractor may modify or withdraw a bid at any time prior to the bids due date and time. All modifications or withdrawals must be in writing, and must be executed by a person with authority to bind the Contractor.

R. DISCRETION IN DETERMINING DEVIATIONS AND COMPLIANCE

The Procurement Coordinator shall determine whether Contractors have met the mandatory requirements of this bid. The Procurement Coordinator has the sole authority to determine whether any deviation from the requirements of this bid is material in nature, and the Procurement Coordinator may reject non-conforming bids. In addition, the Procurement Coordinator may reject in whole or in part any and all bids and waive minor irregularities and may negotiate with all responsible Contractors in any manner deemed necessary to serve the best interests of the SMCPs.

S. MATERIALS SUBMITTED IN RESPONSE TO THIS BID

Any/all materials submitted in response to this ITB become the property of SMCPs. Any information considered to be proprietary or confidential should be so marked.

T. EXCEPTIONS

It shall be the responsibility of the Contractor to include with their bid a list and clarification of any deviations or qualifications from conditions and specifications. The list must be attached to the Bid Submission Signature Form (Attachment 1).

U. NO BID

If the Contractor elects to "No Bid" this ITB, a no bid should be filed with the SMCPs Purchasing Office (see form provided, Attachment 7).

V. EVALUATION OF BIDS

Bids will be evaluated based on a complete response, **which shall include acknowledgement of all Addenda** (if any issued); and all required attachments:

- Contractor's Statement of Experience (Attachment 1)
- Bid Submission Form (Attachment 2);
- Business Relationship Affidavit, and Certification of Compliance with Maryland Sex Offender Law including Contractors Response Form (Attachment 3A and 3B);
- Specifications, Pricing and Delivery Information Sheet (Attachment 4);



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- Professional References (Attachment 5); and
  - Minority Business Enterprise Utilization Affidavit (Attachment 6)

W. AWARD OR REJECTION OF BIDS

Award will be made to the **lowest responsive and responsible** bidder complying with all terms and conditions contained herein. SMCPs reserves the right to award the requirements of this bid in total or in part as it determines to be in the best interest of SMCPs. SMCPs reserves the right to make multiple awards.

SMCPs reserves the right to reject the bid of a Contractor who has, in the opinion of SMCPs, previously failed to perform properly on contracts of a similar nature, or the bid of a Contractor whom investigation shows is not in a position to fulfill the awarded contract.

X. TIE BIDS

In the event of tie bids, where all other factors such as past performance on purchases/Contracts or Contractor service and delivery record are considered comparable, the award(s) shall be made to one of the tie bidders in the following order of preference: the St. Mary's County based Minority and/or Small Business Contractor, the St. Mary's County based Contractor, the out-of-county but Maryland based Minority and/or Small Business Contractor, the out of county but Maryland based business, the out-of-state based Minority and/or Small Business Contractor and the out-of-state based Contractor in that order of preference. In the event a tie bid still exists, the Procurement Coordinator or their designee shall conduct a coin toss for selection of the potential Award Bidder(s) or see a geographical, proportional or divided award of Contract whichever is in the best interest of the school system.

Y. CHANGES

Change Orders: SMCPs may order changes in the contract consisting of additions, deletions, or modifications, the contract sum and the time for performance being adjusted accordingly. Such changes in the contract shall be authorized only by written Change Order issued by SMCPs. The contract sum and the time for performance shall be changed only by Change Order signed by SMCPs.

Ordering Option: When an ITB specifies a fixed quantity of Goods, the Contractor agrees to provide additional quantities in excess of those stated in the ITB at the same unit prices stated in the Contractor's Bid for a period of thirty (30) days after the Contract Award. The amount of any such additional quantities shall be added to the contract sum by Change Order.

Z. RIDER CLAUSE

Contractor is advised that in the awarded contract may be extended, with the authorization of the Contractor, to all State, county, local agencies, colleges and school districts in the State of Maryland. The Contractor must deal directly with each jurisdiction concerning, issuance of purchase orders, contractual disputes, invoicing and payment. SMCPs assumes no obligation on behalf of any of these organizations. Failure to extend a contract to any listed or unlisted jurisdiction will have no effect on the consideration of your bid response.

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#### AA. ERRORS IN BIDS/INTERPRETATION

Contractors or their authorized representatives are expected to fully inform themselves as to the conditions and requirements of the specifications before submitting bids. Failure to do so will be at the Contractor's own risk. Should any Contractor be in doubt as to the meaning of the specifications, or should he/she find any discrepancy or omission, he/she shall notify the Procurement Coordinator. All bidders will then be notified, in writing, of clarification or additional information by means of addenda. If the bidder has made an error, the bidder may request in writing, to have his/her bid withdrawn. Approval of a bidder's request is not automatic and may be given only by the Procurement Coordinator and/or the Board. Requests for withdrawal can be denied, unless the bidder proves to the satisfaction of the Procurement Coordinator and/or the Board that the mistake was either a scrivener's error or another type of clearly unintentional error so departing from customary and reasonable business practices as to be obvious and to legitimately and substantially impair the Contractor's business. Neither law nor regulations make allowance for errors either of omission or commission on the part of the Contractor. In case of error in multiplication of unit price when arriving at total price per line item, the unit price shall govern. If there is a discrepancy between the price written in numbers and the price written in words, the words will govern.

#### V. Insurance Requirements

##### 1 – GENERAL INSURANCE REQUIREMENTS

1.1 - The Contractor shall not commence any supply, delivery or installation of any products or materials purchased by the Board of St. Mary's County Public Schools (the Board) under this Contract until the Contractor has obtained at the Contractor's own expense all of the insurance as required hereunder and such insurance has been approved by the Board; nor shall the Contractor allow any Subcontractor to commence work on any subcontract until all insurance required of the Subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the Board of original certificates of insurance signed by authorized representatives of the insurers or, at the Board's request, certified copies of the required insurance policies.

1.2 - Insurance as required hereunder shall be in force throughout the term of the Contract and, in accordance with 2.1.1.iii., for two years after final payment by the Board under this Contract. Original certificates signed by authorized representatives of the insurers or, at SMCPs' request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the SMCPs Purchasing Office throughout the term of the Contract and for two years after final payment by the Board under this Contract.

1.3 - The Contractor shall require all Subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance, workers' compensation and employers' liability insurance to the same extent required of the Contractor in 2.1.1, 2.1.2 and 2.1.3 unless any such requirement is expressly waived or amended by the Board in writing. If any Subcontractor is

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storing, transporting, and/or delivering the products or materials purchased by the Board under this Contract, the Contractor shall require such Subcontractor(s) to maintain during the term of the Contract transportation (cargo) insurance and employee dishonesty insurance to the same extent required of the Contractor in 3.1 and 3.2. The Contractor shall furnish Subcontractors' certificates of insurance to the SMCPs Purchasing Office immediately upon request.

1.4 - All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation or non-renewal until forty-five (45) days prior written notice has been given to the Board.

1.5 - No acceptance and/or approval of any insurance by the Board shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of this Contract.

1.6 - If the Contractor does not meet the insurance requirements of this Contract, the Contractor shall forward a written request to the SMCPs Purchasing Office for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Board denies the request, the Contractor must comply with the insurance requirements as specified in this Contract.

1.7 - All required insurance coverages must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Board. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless the Board grants specific approval for an exception.

1.8 - Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Contractor, and are subject to the Board's written approval. Any deductible or retention amounts elected by the Contractor or imposed by the Contractor's insurer(s) shall be the sole responsibility of the Contractor.

1.9 - Any and all return premiums and/or dividends for insurance or coverage directly charged to the Board by the Contractor in connection with this Contract shall belong to and be payable to the Board.

1.10 - If the Board is damaged by the failure or neglect of the Contractor to purchase and maintain insurance as described and required herein, without so notifying the Board, then the Contractor shall bear all reasonable costs properly attributable thereto.

## 2 – CONTRACTOR'S LIABILITY INSURANCE

2.1 - The Contractor shall purchase and maintain the following insurance coverages at not less than the limits specified below or required by law, whichever is greater:

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2.1.1 - Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

\$	1,000,000	each occurrence;
\$	1,000,000	personal and advertising injury;
\$	2,000,000	general aggregate; and
\$	2,000,000	products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- i. Liability arising from premises and operations;
- ii. Liability arising from the actions of independent contractors;
- iii. Liability arising from products and completed operations with such coverage to be maintained for two years after final payment by SMCPS under this Contract; and
- iv. Contractual liability including protection for the Contractor from bodily injury and property damage claims arising out of liability assumed under this Contract.

2.1.2 - Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- i. Liability arising out of the ownership, maintenance or use of any auto (if no owned autos, then hired and non-owned autos only); and
- ii. Automobile contractual liability.

2.1.3 - If the Contractor has any employees, workers' compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

\$	500,000	each accident for bodily injury by accident;
\$	500,000	each employee for bodily injury by disease; and
\$	500,000	policy limit for bodily injury by disease.

2.1.4 - If the Contractor is an individual or sole proprietor operating without workers' compensation coverage, personal health insurance or its equivalent.

2.1.5 - Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

\$ 1,000,000	per occurrence;
\$ 1,000,000	aggregate for other than products/completed operations and auto liability; and
\$ 1,000,000	products/completed operations aggregate

and including all of the following coverages on the applicable schedule of underlying insurance:

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- i. Commercial general liability;
  - ii. Business auto liability; and
  - iii. Employer's liability.

2.1.6 - The Board of Education of St. Mary's County and its elected and appointed officials, officers, employees and authorized volunteers shall be named as additional insureds on the Contractor's commercial general liability insurance and umbrella excess or excess liability insurance policies with respect to liability caused, in whole or in part, by the Contractor's acts or omissions or the acts or omissions of those acting on the Contractor's behalf. The following wording must be incorporated into the Contractor's insurance policy certificate:

**"The Board of Education of St. Mary's County and its elected and appointed officials, officers, employees and authorized volunteers are named as additional insureds with respect to liability arising out of the supply, delivery or installation of any products or materials or other services provided by the Named Insured under Contract ITB #SMCPS-2019-SS-SWF."**

2.1.7 - Insurance or self-insurance provided to the Board and its elected and appointed officials, officers, employees and authorized volunteers under any Contractor's liability insurance or self-insurance required herein, including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from Contractor's liability insurance policies required herein.)

2.1.8 - Insurance or self-insurance provided to the Board and its elected and appointed officials, officers, employees and authorized volunteers as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Board and its elected and appointed officials, officers, employees and authorized volunteers shall be excess of and non-contributory with insurance or self-insurance provided to the Board and its elected and appointed officials, officers, employees and authorized volunteers as specified herein.

2.2 - If any liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions:

- i. The Contractor shall agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment by SMCPS under this Contract. Such certificates shall evidence a retroactive date no later than the inception date of this Contract; or
- ii. The Contractor shall purchase an extended (minimum two years) reporting period endorsement for each such "claims made" policy in force as of the expiration or termination date of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the inception date of this Contract.

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### 3 – CONTRACTOR’S PROPERTY INSURANCE

**Note:** The following is not required if ownership of the property transfers to SMCPs when products or materials are delivered to the Board or are otherwise placed in the Board’s care, custody or control.

3.1 - The Contractor (or Subcontractor) storing, transporting and/or delivering the products or materials purchased by the Board under this Contract shall purchase and maintain transportation (cargo) insurance on incoming goods in its care, custody or control, while such property is being loaded, is in transit, is being unloaded and until such time property is set at its final destination. Such insurance shall value incoming goods in transit at the amount of the selling invoice plus prepaid or advanced freight charges. Property not under invoice shall be valued at the cost to repair or replace the lost or damaged incoming goods. Such insurance shall be written at per conveyance and per occurrence limits equal to or in excess of the total selling price value of the largest shipment of incoming goods purchased under this Contract or at other limits acceptable to the Board.

3.2 - The Contractor (or Subcontractor) storing, transporting and/or delivering the products or materials purchased by the Board under this Contract shall purchase and maintain blanket employee dishonesty insurance, which shall pay for loss of the products or materials purchased by the Board under this Contract when caused by the dishonest acts of the Contractor’s (or Subcontractor’s) employees, at a limit equal to or in excess of the total selling price value of the largest shipment of incoming goods purchased under this Contract or at another limit acceptable to the Board.

3.3 - The Contractor (or Subcontractor) storing, transporting and/or delivering the products or materials purchased by the Board under this Contract shall be responsible for payment of any deductibles applicable under this transportation insurance, employee dishonesty insurance or other property insurance applicable to the incoming goods.

### 4 - WAIVER OF SUBROGATION

To the fullest extent permitted by law, the Contractor and its invitees, employees, officials, volunteers, agents and representatives waive any right of recovery against the Board of Education of St. Mary’s County and its elected and appointed officials, officers, volunteers, agents and employees for any and all claims, liability, loss, damage, costs or expense (including attorneys’ fees) arising out of the supply, delivery or Installation of any products or materials provided by Contractor under this Contract. The Contractor shall advise its insurers of the foregoing.

### 5 - ACKNOWLEDGMENT OF CONTRACTOR’S INDEPENDENT CONTRACTOR STATUS AND NO COVERAGE FOR CONTRACTOR UNDER BOARD’S WORKERS’ COMPENSATION COVERAGE

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Contractor hereby acknowledges its status as an independent contractor while supplying, delivering or installing products or materials on behalf on the Board and that the Board's workers' compensation insurance, group self-insurance coverage or individual self-insurance is not intended to and will not respond to cover any medical or indemnity loss arising out of injury to the Contractor or its employees during the Contractor's provision of goods or services to the Board.

#### 6 - DAMAGE TO PROPERTY OF THE CONTRACTOR AND ITS INVITEES

To the fullest extent permitted by law, the Contractor shall be solely responsible for any loss or damage to property of the Contractor or its invitees, employees, officials, volunteers, agents and representatives while such property is on, at or adjacent to the premises of the Board.

### VI. Specifications

#### A. GENERAL INFORMATION

The Board of Education of St. Mary's County on behalf of St. Mary's County Public Schools (SMCPS) is requesting sealed bids from experienced and qualified Contractors to furnish and install security window film to windows and doors at multiple SMCPS school and office locations. Scheduling of work will be coordinated and approved by the Department of Safety and Security.

The intent of these specifications is to provide complete information for all services required by Contractor if awarded a Contract for this bid opportunity. The Contractor shall identify any omissions, errors, conflicts, or discrepancies in the specifications and the Contractor shall immediately notify the SMCPS Procurement Coordinator in writing. Failure to provide such information may be cause for rejection from further consideration.

All Contractors shall comply with applicable Federal, State, and County Laws and Regulations. Contractors and/or their authorized representatives are encouraged to carefully read all of the pages of the bid document to fully inform themselves as to the terms, conditions, requirements, and specifications before submitting bids; failure to do so will be at the Contractor's own risk and the Contractor cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of the bidders.

SMCPS reserves the right to reject any or all bids and to award to other than the low bidder if deemed in the best interest of SMCPS.

Contractors and/or their authorized representatives are encouraged to carefully read all of the pages of the bid document to fully inform themselves as to the terms, conditions, requirements, and specifications before submitting bids; failure to do so will be at the Contractor's own risk and the Contractor cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of the bidders.

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#### B. PROJECT DESCRIPTION

St. Mary's County Public Schools (SMCPS) is requesting sealed bids from experienced and qualified Contractors to furnish and install security window film to windows and doors at multiple SMCPS school and office locations. All work performed under this Project/Contract shall be coordinated, supervised, and monitored by the contractor.

1. The security window film to be installed is 3M Scotchshield™ Safety and Security Window Film, Ultra S800. Please see **Exhibit A** for full specifications.
2. The 3M Impact Protection Adhesive Attachment System shall be installed in conjunction with the security window film. See **Exhibit B** for full specifications.
3. Contractor must use painter's tape to protect all window/door coverings during the installation of the 3M Impact Protection Adhesive Attachment System.
4. **Exhibit C** lists the school and office locations that are included in the scope of this bid. Installation of security window film may be requested at any of these locations throughout the duration of the contract. SMCPS may add additional locations during the term of the contract.
5. The security film shall be installed at multiple windows, side lights and doors at each school or office and varies with each site.
6. There is a mixture of hollow metal and aluminum frames at each site.
7. Contractor must leave windows and doors clean and free of silicone residue.
8. Contractor must supply warranty for window film installed (see Attachment 4).

Work will be coordinated and scheduled with SMCPS Department of Safety and Security. The SMCPS calendar and school closing updates are available for view at [www.smcps.org](http://www.smcps.org).

Vendor shall ensure that all employees report to the main office in school buildings daily to sign-in and sign-out while work is being performed.

#### C. GENERAL RESPONSIBILITIES OF CONTRACTOR

The Contractor shall provide all equipment/tools, materials, and laborers necessary to fully execute work specified in this contract. The contractor shall provide sufficient management, administration, supervision, and safety and quality controls to assure the safety, quality, completeness, and timely progress of the work. The Contractor shall remove all debris resulting from its operations. Contractor shall notify SMCPS prior to commencing work.

#### D. CONTRACTOR'S PERFORMANCE

1. The Contractor shall be responsible for complying with all applicable laws and regulations of authorities having jurisdiction while meeting project specifications and requirements.
2. The Contractor shall supervise, direct and be solely responsible for the work.
3. The Contractor shall be responsible to SMCPS for the acts and omissions of its employees, subcontractors and their agents and employees, and other persons performing any of the work.



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4. The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the contract documents, and shall not unreasonably encumber the site with any materials or equipment.
  5. The Contractor shall perform all work in a workmanlike manner and in accordance with the requirements of the contract documents, including the furnishing of all materials, services, implements, machinery, equipment, tools, supplies, transportation, labor, and all other items necessary for the satisfactory performance and completion of the project in full compliance with the requirements of the contract documents.

#### E. SUBCONTRACTORS

A Subcontractor is a person or entity that has a direct contract with the Contractor to perform any of the Work at a SMCPs site.

**Within ten (10) days after the Notice of Award**, the Contractor shall submit to SMCPs the names of those Subcontractors the Contractor proposes to use, for acceptance by SMCPs. SMCPs reserves the right to accept or reject the use of any Subcontractor. The Contractor shall not employ any Subcontractor to whom SMCPs may have a reasonable objection. The Contractor shall not be required to contract with anyone to whom he has a reasonable objection. Contracts between the Contractor and the Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Vendor, by these Documents, assumes towards SMCPs, and (2) allow to the Subcontractor the benefit of all rights, remedies and redress afforded to the Contractor by these Contract Documents.

Contractor shall provide, upon request, a copy of all contracts executed between the Contractor and his Subcontractors/ Suppliers.

#### F. ACCEPTANCE

All goods and services delivered under this ITB shall be subject to final inspection, test, and acceptance by SMCPs prior to any payment.

#### G. ACCEPTANCE OF DEFECTIVE OR NON CONFORMING PRODUCTS

SMCPs reserves the right to accept any defective product or service not in compliance with the specifications, provided, however, that in such event the price shall be reduced by an appropriate and equitable amount to account for such defect or non-compliance. Such adjustment shall be effected whether or not payment has been made.

#### H. REJECTION

SMCPs shall give notice of rejection of products or services delivered under this ITB within a reasonable time after receipt or acceptance of said items. Acceptance by SMCPs shall not waive any right SMCPs might otherwise have at law or by express reservation in this ITB with respect to any nonconformity.

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#### I. WARRANTY

The Contractor warrants that the products furnished under this ITB will be free from defect not inherent in the quality required or permitted, and that the products will conform to the local, State, and federal requirements as specified in this ITB. Products not conforming to these requirements, including substitutions not properly approved and authorized, will be considered defective and shall be returned to the Contractor for refund/replacement at the expense of the Contractor. Warranty period shall be as specified by the shelf-life of the product.

#### J. CONTRACTOR'S INVOICE

The contractor shall submit an original and one (1) copy of their invoice upon completion to:

St. Mary's County Public Schools  
Department of Safety and Security  
23160 Moakley Street  
Leonardtown, MD 20650

Invoices shall contain the minimum information as follows:

- a. Name of Contractor
- b. Contract Number
- c. Purchase Order Number
- d. Invoice Number
- e. Invoice Date
- f. Description of Work, including the site location(s)
- g. Item(s) Numbers
- h. Itemized material list, including quantity, rate, and handling fee
- i. Itemized labor, including hours and rate
- j. Total amount due

Invoices not containing the information above will be considered incomplete and possibly returned to the contractor for completion before payment is made.

Materials provided by the Contractor: During the course of the contract, the contractor may be requested to provide additional materials necessary for completion of tasks being performed. The contractor will be reimbursed by St. Mary's County Public Schools their cost of materials used.

Handling Fee: The handling fee will be added to the net cost for additional materials purchased and used by the contractor when submitted with receipt.

# Specifications

## Specifications for 3M™ Scotchshield™ Safety and Security Window Film, Ultra S800

### 1.0 Scope

This specification is for an optically clear glass shatter resistant and abrasion resistant window film which, when applied to the interior window surface, will help hold broken glass together and reduce the ultra-violet light that normally would enter through the window. This is an easily applied, tear-resistant safety and security window film for providing an increased measure of protection in a broad range of uses including basic glass fragment retention, spontaneous glass breakage, seismic preparedness, safety glazing, protection from windborne debris, bomb blast mitigation, and deterring Smash and Grab or Break and Entry events. Certain applications may require the film be used in conjunction with a film attachment system. The film shall be called **3M™ Scotchshield™ Safety and Security Window Film, Ultra S800**.

### 2.0 Applicable Documents

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

The 1985 American Society for Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE) Handbook of Fundamentals.

The American National Standards Institute (ANSI).

ANSI Z97.1 Specification for Safety Glazing Material used in Buildings

The American Society for Testing and Materials (ASTM):

- ASTM E-308 Standard Recommended Practice for Spectrophotometry and Description of Color in CIE 1931 System
- ASTM E-903 Standard Methods of Test for Solar Absorbance, Reflectance and Transmittance of Materials Using Integrating Spheres
- ASTM D-882 Standard Test Method for Tensile Properties of Thin Plastic Sheeting
- ASTM D-1044 Standard Method of Test for Resistance of Transparent Plastics to Surface Abrasion (Taber Abrader Test)
- ASTM D-2582 Standard Test Method for Puncture-Propagation Tear Resistance of Plastic Film and Thin Sheeting
- ASTM D-4830 Standard Test Methods for Characterizing Thermoplastic Fabrics Used in Roofing and Waterproofing.
- ASTM G-90 Standard Practice for Performing Accelerated Outdoor Weatherizing for Non-metallic Materials Using Concentrated Natural Sunlight
- ASTM G 26 Standard Practice for Performing Accelerated Outdoor Weatherizing for Non-metallic Materials Using Concentrated Natural Sunlight
- ASTM E-84 Standard Method of Test for Surface Burning Characteristics of Building Materials
- ASTM D-1004 Standard Method of Test for Resistance of Transparent Plastics to Tearing (Graves Tear Test)
- ASTM E-1886 Standard Test Method for Performance of Exterior Windows, Curtain Walls, Doors, and Impact Protective Systems Impacted by Missile(s) and Exposed to Cyclic Pressure Differentials
- ASTM E-1996 Standard Specification for Performance of Exterior Windows, Curtain Walls, Doors and Impact Protective Systems Impacted by Windborne Debris in Hurricanes
- ASTM F-1642 Standard Method of Test for Glazing and Glazing Systems Subject to Airblast Loadings, as adapted by the U.S. Government GSA Test Standard Protocols
- ASTM F-2912 Standard Specification for Glazing and Glazing Systems Subjected to Airblast Loadings

The Consumer Products Safety Commission (CPSC) 16 CFR, Part 1201, Safety Standard for Architectural Glazing Material

GSA-TS01-2003 General Services Administration Standard Test for Glazing and Glazing Systems Subject to Airblast Loadings

Window 4.1. A Computer Tool for Analyzing Window Thermal Performance, Lawrence Berkeley Laboratory

### 3.0 Requirements of the Film

**3.1 Film Material:** The film material shall consist of an optically clear polyester film, consisting of co-extruded micro-layers, with a durable acrylic abrasion resistant coating over one surface, and a UV stabilized pressure sensitive adhesive on the other. The film color is clear and will not contain dyed polyester. The film shall have a nominal thickness of 8 mils (0.008 inches). There shall be no evidence of coating voids. The film shall be identified as to Manufacturer of Origin (hereafter to be called Manufacturer).

#### Important:

The information provided in this report is believed to be reliable; however, due to the wide variety of intervening factors, 3M does not warrant that the results will necessarily be obtained. All details concerning product specifications and terms of sale are available from 3M. This product is not approved in the State of Florida for use as hurricane, windstorm, or impact protection from wind-borne debris from a hurricane or windstorm. In compliance with Florida Statute 553.842, this product may not be advertised, sold, offered, provided, distributed, or marketed in the State of Florida as hurricane, windstorm, or impact protection from wind-borne debris from a hurricane or windstorm.



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# Specifications

## Ultra S800

### 3.2 Film Properties (nominal):

- a) Tensile Strength (ASTM D882):
  - Base Film: 32,000 psi (MD) / 32,000 psi (TD)
  - Coated Film: 27,000 psi (MD) / 27,000 psi (TD)
- b) Break Strength (ASTM D882):
  - Base Film: 190 lb/in (MD) / 190 lb/in (TD)
  - Coated Film: 215 lb/in (MD) / 215 lb/in (TD)
- c) Percent Elongation at Break (ASTM D882):
  - Base Film: 110 % (MD) / 100% (TD)
  - Coated Film: 95 % (MD) / 95% (TD)
- d) Yield Strength at 3% Elongation:
  - Base Film: 12,000 psi (MD)
  - Coated Film: 15,000 psi (MD)
- e) Percent Elongation at Yield (ASTM D882):
  - Base Film: 7% (MD)
  - Coated Film: 8% (MD)
- f) Young's Modulus (ASTM D882):
  - Base Film: 550 kpsi (MD) / 600 kpsi (TD)
  - Coated Film: 550 kpsi (MD) / 600 kpsi (TD)
- g) Graves Tear Resistance (ASTM D1004):
  - Maximum Force (lbs):
    - Base Film: 40 (MD) / 40 (TD)
    - Coated Film: 40 (MD) / 40 (TD)
  - Maximum Extension (in):
    - Base Film: 0.45 (MD) / 0.65 (TD)
    - Coated Film: 0.50 (MD) / 0.57 (TD)
  - Graves Area Tear Resistance (lbs%):
    - Base Film: 1,100 (MD) / 1,300 (TD)
    - Coated Film: 1,100 (MD) / 1,300 (TD)
- h) Puncture Propagation Tear Resistance (ASTM D2582):
  - Coated Film: 9 lbf (MD) / 10 lbf (TD)

### 3.3 Solar Performance Properties: film applied to 1/4" thick clear glass

- a) Visible Light Transmission: 88%
- b) Visible Reflection: not more than 9%
- c) Ultraviolet Transmission: less than 1% (300 – 380 nm)
- d) Solar Heat Gain Coefficient: 0.79

**3.4 Flammability:** The Manufacturer shall provide independent test data showing that the window film shall meet the requirements of a Class A Interior Finish for Building Materials for both Flame Spread Index and Smoke Developed Values per ASTM E-84.

- a) Flame Spread Index (FDI): 5
- b) Smoke Developed Index (SDI): 25

**3.5 Abrasion Resistance:** The Manufacturer shall provide independent test data showing that the film shall have a surface coating that is resistant to abrasion such that, less than 5% increase of transmitted light haze will result in accordance with ASTM D-1044 using 100 cycles, 500 grams weight, and the CS10F Calibrase Wheel.

#### Important:

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# Specifications

## Ultra S800

**3.6 Adhesion to Glass:** The Manufacturer shall provide independent test data showing that the film shall have a 90-degree peel strength (adhesion to glass) according to ASTM D-1044 of at least 6 lbs/in.

**3.7 Adhesive System:** The film shall be supplied with a high mass pressure sensitive weatherable acrylate adhesive applied uniformly over the surface opposite the abrasion resistant coated surface. The adhesive shall be essentially optically flat and shall meet the following criteria:

- a. Viewing the film from a distance of ten feet at angles up to 45 degrees from either side of the glass, the film itself shall not appear distorted.
- b. It shall not be necessary to seal around the edges of the applied film system with a lacquer or other substance in order to prevent moisture or free water from penetrating under the film system.

**3.8 Impact Resistance for Safety Glazing:** The Manufacturer shall provide independent test data showing that the film, when applied to either side of the window glass, shall meet the 400 ft-lb impact requirements of 16 CFR 1201 (Category 2) and ANSI Z97.1 (Class A, Unlimited). Testing shall be done with film applied both on 1/8" and 1/4" annealed glass.

**3.9 Windborne Debris Protection:** The Manufacturer shall provide independent test data showing the following:

- a. [reserved]
- b. [reserved]
- c. Film shall pass ASTM E330 at a design pressure of 100 psf with 3M Impact Protection Adhesive attachment system

**3.10 Bomb Blast Mitigation:** The Manufacturer shall provide independent test data showing the following:

- a. GSA Rating of "2" (Minimal Hazard) / ASTM F1642 "Minimal Hazard" with blast pressure of 7 psi and 44 psi\*msec blast impulse, on 1/4" annealed single pane glass and 3M Impact Protection Profile Attachment system
- b. GSA Rating of "2" (Minimal Hazard) / ASTM F1642 "Minimal Hazard" with blast pressure of 7 psi and 43 psi\*msec blast impulse, on 1/4" tempered single pane glass and 3M Impact Protection Profile Attachment system
- c. GSA Rating of "2" (Minimal Hazard) / ASTM F1642 "Minimal Hazard" with blast pressure of 7 psi and 42 psi\*msec blast impulse, on 1/4" annealed single pane glass and 3M Impact Protection Adhesive Attachment system
- d. GSA Rating of "2" (Minimal Hazard) / ASTM F1642 "No Hazard" with blast pressure of 7 psi and 42 psi\*msec blast impulse, on 1/4" tempered single pane glass and 3M Impact Protection Adhesive Attachment system
- e. GSA Rating of "2" (Minimal Hazard) / ASTM F1642 "Minimal Hazard" with blast pressure of 9 psi and 60 psi\*msec blast impulse, on 1" annealed double pane glass and 3M Impact Protection Profile Attachment system
- f. GSA Rating of "2" (Minimal Hazard) / ASTM F1642 "Minimal Hazard" with blast pressure of 10 psi and 89 psi\*msec blast impulse, on 1" annealed double pane glass and 3M Impact Protection Adhesive Attachment system

### 4.0 Requirements of the Authorized Dealer/Applicator (ADA)

4.1 The ADA shall provide documentation that the ADA is authorized by the Manufacturer of the window film to install said window film as per the Manufacturer's specifications and in accordance with specific requests as to be determined and agreed to by the customer.

4.2 Authorization of dealership may be verified through the company's 3M ID Number.

4.3 The ADA will provide a commercial building reference list of ten (10) properties where the ADA has installed window film. This list will include the following information:

- \* Name of building
- \* The name and telephone number of a management contact
- \* Type of glass
- \* Type of film
- \* Amount of film installed
- \* Date of completion

#### Important:

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# Specifications

## Ultra S800

### 5.0 Requirements of the Manufacturer

5.1 The Manufacturer will ensure proper quality control during production, shipping and inventory, clearly identify and label each film core with the product designation and run number.

5.2 Materials shall be manufactured by:

3M Renewable Energy Division  
3M Center, Building 235  
St. Paul, MN 55144-1000

### 6.0 Application

6.1 **Examination:** Examine glass surfaces to receive new film and verify that they are free from defects and imperfections, which will affect the final appearance. Correct all such deficiencies before starting film application.

#### 6.2 Preparation:

- a. The window and window framing will be cleaned thoroughly with a neutral cleaning solution. The inside surface of the window glass shall be scraped with stainless steel razor blades with clean, sharp edges to ensure the removal of any foreign contaminants without damages the glass surface.
- b. Drop cloths or other absorbent material shall be placed on the window sill or sash to absorb moisture accumulation generated by the film application.

6.3 **Installation:** The film shall be applied as to the specifications of the Manufacturer by an ADA.

- a. Materials will be delivered to the job site with the manufacturer's labels intact and legible.
- b. To minimize waste, the film will be cut to specification utilizing a vertical dispenser designed for that purpose. Film edges shall be cut neatly and square at a uniform distance of 1/8" (3 mm) to 1/16" (1.6 mm) of the window-sealing device.
- c. Film shall be wet-applied using clean water and slip solution to facilitate positioning of the film onto glass.
- d. To ensure efficient removal of excess water from the underside of the film and to maximize bonding of the pressure sensitive adhesive, polyplastic bladed squeegees will be utilized.
- e. Upon completion, the film may have a dimpled appearance from residual moisture. Said moisture shall, under reasonable weather conditions, dry flat with no moisture dimples within a period of 30 calendar days when viewed under normal viewing conditions.
- f. After installation, any left over material will be removed and the work area will be returned to original condition. Use all necessary means to protect the film before, during and after the installation.

### 7.0 Cleaning

The film may be washed using common window cleaning solutions, including ammonia solutions, 30 days after application. Abrasive type cleaning agents and bristle brushes, which could scratch the film, must not be used. Synthetic sponges or soft cloths are recommended.

### 8.0 Warranty

- a) The application shall be warranted by the film manufacturer (3M) for a period of \_\_\_\_\_ years in that the film will maintain solar reflective properties without cracking, crazing, delaminating, peeling, or discoloration. In the event that the product is found to be defective under warranty, the film manufacturer (3M) will replace such quantity of the film proved to be defective, and will additionally provide the removal and reapplication labor free of charge.
- b) 8.2 The film manufacturer (3M) also warrants against glass failure due to thermal shock fracture of the glass window unit (maximum value \$500 per window) provided the film is applied to recommended types of glass and the failure occurs within sixty (60) months from the start of application. Any glass failure must be reviewed by the film manufacturer (3M) prior to replacement.

#### Important:

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# 3M™ Impact Protection Adhesive Attachment System Installation Instructions

EXHIBIT B



3M™ Impact Protection Adhesive improves the overall performance of 3M Safety and Security Window Films. This unique window protection system combines the toughness of 3M's patented micro-layer safety film with 3M's world-class expertise in adhesives to help shield against impact energy from severe weather, earthquakes, bomb blasts or forced entry events. The 3M Impact Protection System also helps protect against personal injury from flying glass.

## 3M Impact Protection Adhesive:

- Commercial and Residential Applications



The following procedure describes the materials and steps that are necessary to install the 3M™ Impact Protection Adhesive attachment system.

## Products Recommended:

- 3M™ Citrus Base Cleaner  
(3M I.D. No. 62-4615-4930-5)
- 3M™ Adhesive Remover, Citrus Base  
(3M I.D. No. 62-4667-2925-8)
- 3M™ Foaming Glass Cleaner  
(3M I.D. No. 70-0708-2870-5)
- 3M™ 0000, Super Fine Synthetic Steel Wool Pad  
(3M I.D. No. 70-0706-5285-7)
- 3M™ Scotch™ Safe Release™ Masking Tape  
(3M I.D. No. 98-0701-1931-2)
- 3M™ Scotch™ Long Mask™ Masking Tape  
(3M I.D. No. 98-0701-3183-8)
- 3M™ Impact Protection Adhesive

## Window Preparation

A thorough cleaning of the glazing and frame systems before applying film and attachment is required to remove all foreign matter and contaminants such as adhesives, grease, oil, dust, water, surface dirt, old sealant or glazing compounds by using 3M Citrus Base Cleaner, alcohol or commercial cleaning solution.

**Detergent or soap and water treatments are not recommended for this step.**

1. **Assess the type of glazing stop and with an Olfa knife, trim as much of the rubber as possible without disturbing the window seal or allowing the rubber to fall into the glazing channel.**
2. Spray the glazing bead, glass and frame surface with an appropriate cleaning product and remove with a lint free cloth. Repeat If necessary to remove all foreign materials from the glass and inside window frame surfaces. If the area is particularly dirty, a light scrub with a 3M 0000 Super Fine Synthetic Steel Wool Pad is recommended to loosen contaminants. Finish with a final cleaning if needed.
3. Spray the glass with 3M Foaming Glass Cleaner or a soap and water solution. Flush the glazing bead to glass area starting at the top and working down to drain or remove any remaining contaminant from the area. Scrape the glass with a razor to remove all foreign matter. Thoroughly clean the glass a final time with soapy water and a window cleaning squeegee. Wipe around the glazing bead and frame area one final time to remove all of the soap and water solution.

## Film Installation

1. Apply the 3M™ Ultra Safety & Security Window Film to the glass, making sure that the film is installed as far into the glazing channel as possible. Cut film as you normally would around the remaining glazing bead.  
**Remember to leave enough spacing between film and glazing bead to facilitate the removal of the slip solution.**
2. Squeegee the film to the glass by pressing firmly to remove as much of the slip solution as possible, especially at the edges of the film. **Two "edge-drying" methods can be used before applying the Impact Protection attachment system.**
  - A. The panels can be left for a few weeks to ensure proper drying of the film before the IPA system is applied.

— OR —

  - B. Using a hair dryer, gently heat and bump the edges of the film to hasten the removal and drying of the water from the edges.  
**Make sure that all of the soap and water solution has been removed from the film/glass/glazing channel before applying the IPA attachment system.**

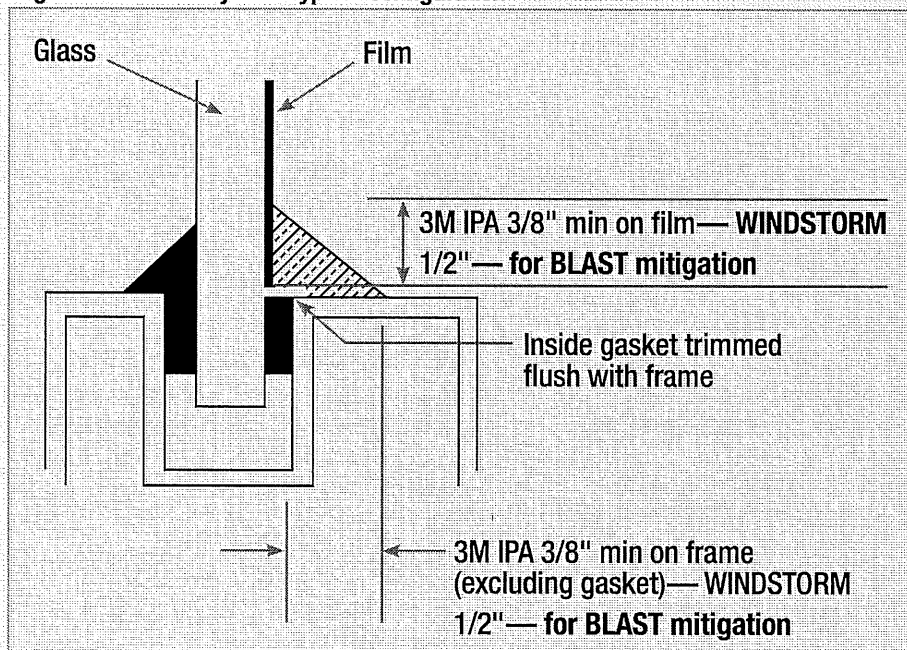
**3M**



## Impact Protection Adhesive Installation

1. Apply a 1" (25mm) strip of 3M™ Scotch™ Safe Release™ White Masking Tape to the ultra film surface 3/8" (9mm) in from the edge of the film to all four sides.
2. Apply a 1" (25mm) strip of 3M Safe Release Blue Masking Tape to the window frame 3/8" (9mm) from the edge of the trimmed gasket. This will form a parallel sealant channel that will allow a uniform sealant bead to be applied to the glass/frame interface. **Note:** Use a clean drop cloth before proceeding to Step 3.
3. Apply a triangular bead of IPA Impact Protection Adhesive, and tool as needed to form an acceptable finish. Refer to Figure 1. **Read and follow all product information and installation instructions provided by 3M Company.** We recommend you start in a corner and apply the sealant bead out approximately 6". Then turn the gun and push the sealant bead to the next corner where the same method is repeated. **Pushing the sealant bead will insure proper penetration and minimize the chances of air gaps in the bead.** Pulling the gun can also be done if confident no air gaps are formed.
4. Smooth the sealant bead with an appropriate tool, if necessary, to give a finished look. Tooling should be completed in one continuous stroke immediately after adhesive application and before a skin forms.

Figure 1. 3M™ IPA System Typical Configuration



5. Carefully remove the two masking strips from the glass/frame immediately after tooling. Do not allow the excess adhesive to contact the film, frame or flooring surfaces. A light colored drop cloth is needed to protect the work area. **Be careful not to step on adhesive and transfer it to surrounding surfaces.**

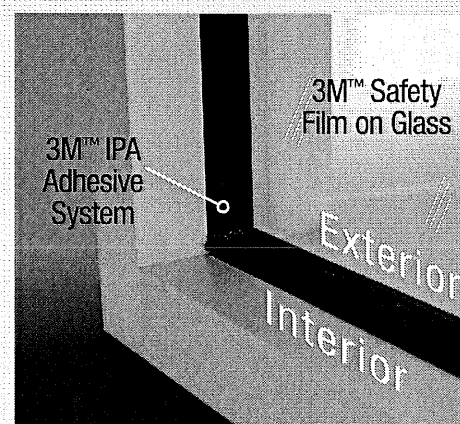
**Note:** Should you get some of the adhesive on the surrounding surfaces, an application and gentle wipe with a 3M Citrus Based Cleaner is recommended.

Curing time for the IPA will vary depending on temperature and relative humidity. It is not recommended to clean the film/IPA system for at least 36 hours following the installation. Full curing/adhesion can take up to 7 days, depending on conditions.

Table 1

Property	Test Method Used	Units	3M IPA
Curing Time (25°C (77°F), 50% RH)		days	3-7
Full Adhesion		days	7-14
Tack-Free Time (25°C (77°F), 50% RH)	ASTM D5895	minutes	21
Flow, Sag or Slump		inches	0
Working Time (25°C (77°F), 50% RH)		minutes	10-20
Specific Gravity		n/a	1.403
VOC content		g/L	16
<b>As Cured — After 21 Days at 25°C (77°F), 50% RH</b>			
Ultimate Tensile Strength	ASTM D0412	psi (Mpa)	380 (2.62)
Ultimate Elongation	ASTM D0412	%	640
Durometer Hardness, Shore A	ASTM D2240	points	38-39
Tear Strength, Die B	ASTM D0624	ppi	72

Bomb Blast and Windstorm Testing results available upon request.



**IMPORTANT NOTICE: 3M MAKES NO PERFORMANCE PROMISES OR OTHER REPRESENTATIONS ABOUT THE EFFECTIVENESS OF THE IPA ATTACHMENT SYSTEM FOR USE WITH 3M WINDOW FILM IN A PARTICULAR APPLICATION.** All statements, technical information and recommendations contained in these IPA Attachment System installation instructions are based on tests believed to be reliable. However, many factors beyond the control of 3M can affect the use and performance of the 3M products in particular applications. Because these factors are uniquely within the user's knowledge and control, it is essential that the user evaluates and determines whether the 3M Ultra Safety & Security Window Film and/or 3M Impact Protection Adhesive Attachment System are appropriate for the particular application.

**3M**

### Building and Commercial Services Division

3M Center, Building 223-2N-21  
St. Paul, MN 55144-1000  
[www.3M.com/windowfilm](http://www.3M.com/windowfilm)

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70-0709-0322-7

For more information,  
please call **1-800-480-1704**  
or visit us at [www.3M.com/windowfilm](http://www.3M.com/windowfilm)



List of SMCPS School and Office Locations

Benjamin Banneker Elementary School  
27180 Point Lookout Road  
Loveville, Maryland 20656

Captain Walter Francis Duke Elementary School  
23595 Hayden Farm Lane  
Leonardtwn, MD 20650

Chesapeake Public Charter School  
20945 Great Mills Rd.  
Lexington Park, MD 20653

Chopticon High School  
25390 Colton Point Road  
Morganza, Maryland 20660

Dynard Elementary School  
23510 Bushwood Road  
Chaptico, Maryland 20621

Esperanza Middle School  
22790 Maple Road  
Lexington Park, Maryland 20653

Fairlead Academy I  
20833 Great Mills Road  
Great Mills Md. 20634

Fairlead Academy II  
24009 Point Lookout Rd.  
Leonardtwn, MD 20650

Great Mills High School  
21130 Great Mills Road  
Great Mills, Maryland 20634

Greenview Knolls Elementary School  
45711 Military Lane  
Great Mills, Maryland 20634

Green Holly Elementary School  
46060 Millstone Landing Road  
Lexington Park, Maryland 20653

Hollywood Elementary School  
44345 Joy Chapel Road  
Hollywood, Maryland 20636

Leonardtwn Elementary School  
22885 Duke Street  
Leonardtwn, Maryland 20650

Leonardtwn High School  
23995 Point Lookout Road  
Leonardtwn, Maryland 20650

Leonardtwn Middle School  
24015 Point Lookout Road  
Leonardtwn, Maryland 20650

Lettie Marshall Dent Elementary School  
37840 New Market Turner Road  
Mechanicsville, Maryland 20659

Lexington Park Elementary School  
20833 Great Mills Road  
Great Mills, Maryland 20634

Margaret Brent Middle School  
29675 Point Lookout Road  
Helen, Maryland 20635

Mechanicsville Elementary School  
28585 Three Notch Road  
Mechanicsville, Maryland 20659

Oakville Elementary School  
26410 Three Notch Road  
Mechanicsville, MD 20659

Park Hall Elementary School  
20343 Hermanville Road  
Park Hall, Maryland 20667

Piney Point Elementary School  
44550 Tall Timbers Road  
Tall Timbers, Maryland 20690

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Ridge Elementary School  
49430 Airedale Road  
Ridge, Maryland 20680

Spring Ridge Middle School  
19856 Three Notch Road  
Lexington Park, Maryland 20653

Town Creek Elementary School  
45805 Dent Drive  
Lexington Park, Maryland 20653

White Marsh Elementary School  
29090 Thompson Corner Road  
Mechanicsville, Maryland 20659

Division of Supporting Services  
27190 Point Lookout Road  
Loveville, MD 20656

Board of Education  
23160 Moakley Street  
Leonardtown, MD 20650

Central Offices – Bldg. #2  
23130 Moakley Street  
Leonardtown, MD 20650

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## **BID SUBMISSION CHECKLIST**

**ITB # SMCPS-2019-SS-SWF**  
**DEPARTMENT OF SAFETY AND SECURITY**  
**INSTALLATION OF SECURITY WINDOW FILM**

Before you seal your bid, please make sure you have included the following items:

\_\_\_\_\_ **Attachment 1 – Contractor Statement of Experience**

\_\_\_\_\_ **Attachment 2 – Bid Submission Form**

- Are there any deviations to this bid? If so, you must attach information to Attachment 2.
- Make sure you have completed all information and it is legible.

\_\_\_\_\_ **Attachment 3A and 3B – Business Relationship Affidavit and Certification of Compliance with Maryland Sex Offender Law including Contractor Response Form**

- Make sure you have completed all information and it is legible.
- Make sure the forms are signed by person duly authorized to represent the firm.

\_\_\_\_\_ **Attachment 4 – Specifications, Pricing and Delivery Information Sheet**

- Insert unit prices and extended prices.
- Do not make changes to the bid form.
- Make sure you have an authorized signature, title, and date.

\_\_\_\_\_ **Attachment 5 – References**

- Complete the form (even if you have been doing business with SMCPS for years—this form is required).
- Make sure the references you give are for similar products/services that are in the bid you are responding to.
- Verify your contact names and telephone numbers before you submit the form.

\_\_\_\_\_ **Attachment 6 – Minority Business Enterprise Utilization Affidavit**

\_\_\_\_\_ **Attachment 7 - No Bid Form (as applicable)**

\_\_\_\_\_ **Attachment 8 – W-9**

\_\_\_\_\_ **Addenda if any issued. Must sign and return Acknowledgement of Receipt.**

Other:

**CONTRACTOR'S STATEMENT OF EXPERIENCE**

**Installation of Security Window Film**

Each prospective bidder must submit this Contractor's Statement of Experience with all portions completed, including any required attachments.

The undersigned declares under penalty of perjury that all of the qualification information submitted with this form is true and correct and that this declaration was executed in \_\_\_\_\_ County, \_\_\_\_\_, on \_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
(Name and Title) printed or typed

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Telephone Number)

---

Each prospective bidder must answer all of the following questions and provide all requested information, where applicable. Any prospective bidder failing to do so may be deemed to be not responsive with respect to this procurement at the sole discretion of St. Mary's County Public Schools. All information submitted for qualification evaluation will be considered official information acquired in confidence, and St. Mary's County Public Schools will maintain its confidentiality to the extent permitted by law. Any prospective bidder found to be not qualified as a result of the bidder's answers to this Contractor's Statement of Experience will receive written response with St. Mary's County Public Schools' decision. Prospective bidders found to be not qualified will be deemed "not responsible" and their bids will be ineligible. The decision of the Department of Safety and Security is final as to a determination of responsibility. The determination of responsibility pertains solely to this procurement, ITB-SMCPS-2019-SS-SWF.

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## 1. License

What license or licenses does your firm hold in the State of Maryland?

Name of license holder exactly as on file:

License classification: \_\_\_\_\_

License code: \_\_\_\_\_

License number: \_\_\_\_\_

Date issued: \_\_\_\_\_

Expiration date: \_\_\_\_\_

Has your firm's license ever been suspended or revoked? YES \_\_\_\_ NO \_\_\_\_

## 2. Experience installing window safety film

- a. Has your firm been in continuous operation for the last five years in the field of window safety film installation?

YES \_\_\_\_ NO \_\_\_\_

- b. Provide the following information **two** projects. The projects must demonstrate the experience of working in a school environment as a contractor performing similar duties and tasks as described in the specification/scope of work.

### Project No. 1:

1. Project name and location: \_\_\_\_\_

2. Describe the project:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Name and telephone number of contact:

\_\_\_\_\_

4. Date contract was completed: \_\_\_\_\_

5. Contract amount: \$ \_\_\_\_\_

6. Contract time: \_\_\_\_\_ days

7. Percentage of work subcontracted: \_\_\_\_\_%

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**Project No. 2:**

1. Project name and location: \_\_\_\_\_

2. Describe the project:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Name and telephone number of contact:

\_\_\_\_\_

4. Date contract was completed: \_\_\_\_\_

5. Contract amount: \$ \_\_\_\_\_

6. Contract time: \_\_\_\_\_ days

7. Percentage of work subcontracted: \_\_\_\_\_%

**3. Surety and Insurance Information**

- a. Is your firm able to obtain performance and payments bonds up to a contract amount of \$250,000 from a Surety registered in Maryland?

YES \_\_\_\_ NO \_\_\_\_

If yes, please provide name, address, and telephone number of Surety office:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- b. Provide the following insurance information:

Amount of General Liability: Bodily Injury \$ \_\_\_\_\_

Property Damage: \$ \_\_\_\_\_

Provide Name, Contact, and Telephone Number of Insurance Agency:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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#### 4. Claims History

- a. Provide the following information on successful claims by an Owner against your firm or by your firm against an Owner since **January 1, 2014**. Include claims resolved by arbitration, or litigation. (Provide a sheet for each claim.)

1. Project name and location: \_\_\_\_\_

2. Name and telephone number of owner: \_\_\_\_\_

3. Contract amount: \$ \_\_\_\_\_

4. Contract time: \_\_\_\_\_ days

5. Nature of claim: \_\_\_\_\_

6. Amount of claim in money and time: \$ \_\_\_\_\_, \_\_\_\_\_ days

7. Final resolution of claim for your firm: \$ \_\_\_\_\_, \_\_\_\_\_ days

8. Final resolution of claim against your firm: \$ \_\_\_\_\_, \_\_\_\_\_ days

#### 5. Disqualification

- a. Has your firm ever been formally barred from performing work for the State of Maryland, a county agency in Maryland, or a school system in Maryland?

YES \_\_\_\_ NO \_\_\_\_

If yes, provide the following information for each such action:

1. Facility: \_\_\_\_\_

2. Project name: \_\_\_\_\_

3. Date of disqualification: \_\_\_\_\_

4. Duration of disqualification: \_\_\_\_\_

5. Reason for disqualification: \_\_\_\_\_

The following space is provided for further explanations of the answers to any questions asked in this Contractor's Statement of Experience.

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This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.



**BID SUBMISSION FORM**

**SIGNATURE PAGE**

I/we understand that St. Mary's County Public Schools (SMCPS) reserves the right to reject any or all proposals and to award to other than the low Contractor if deemed in the best interest of the SMCPS.

I/we certify that this proposal is made without any previous understanding, agreement, or connection with any person, firm or corporation submitting a proposal for the same services and is in all respects, fair and without any collusion or fraud.

I/we certify that our company, its officers, directors, partners, or any employees have not been convicted of bribery, attempted bribery, or conspiracy to bribe.

In addition, that no member of the Board of Education of St. Mary's County, Administrative or Supervisory personnel or other employees of SMCPS has any interest in the bidding company except as follows:

\_\_\_\_\_.

**Are there any deviations to this bid? \_\_\_\_\_ (Yes or No). If yes, please attach to this page.**

Name of Firm \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Email Address \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**BUSINESS RELATIONSHIP AFFIDAVIT**

*CONTRACTOR MUST COMPLETE AND SIGN THIS DOCUMENT AND RETURN TO THE SMCPS IN THE SAME SEALED ENVELOPE CONTAINING THE ITBFORM AND OTHER PERTINENT ITB INFORMATION*

I HEREBY CERTIFY THAT I am (Title)\_\_\_\_\_

and the duly authorized representative of the firm

\_\_\_\_\_

whose address

is \_\_\_\_\_

and that I possess the legal authority to make these testimonies on behalf of myself and the firm for which I am acting.

**NON-COLLUSION CERTIFICATION**

Neither I, nor to the best of my knowledge, information and belief, the above firm nor any of its other representatives I here represent have agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the ITB/RFP or offer being submitted herewith; not in any manner, directly, or indirectly, entered into any agreement, participated in any collusion to fix the ITB/RFP price, or price proposal of the bidder, or offer or 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/RFP or offer is submitted.

**ANTI-BRIBERY AFFIDAVIT**

Neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State of any county, bi-county, of multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions committed after July 1, 1977 which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government.

**CIVIL RIGHTS COMPLIANCE**

We fully comply with Title VI of the Civil Rights Act of 1964 (PL88-352).

In signing this document I represent that I have personal knowledge of all the matters and facts herein stated, and do solemnly declare and affirm under the penalties of perjury that the contents of this document are true and correct.

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In signing this document I represent that I have personal knowledge of all the matters and facts herein stated, and do solemnly declare and affirm under the penalties of perjury that the contents of this document are true and correct.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed or Typed Name

**CONTRACTOR/SUBCONTRACTOR'S CERTIFICATION OF COMPLIANCE**  
**WITH MARYLAND SEX OFFENDER LAW**

[\_\_\_\_\_] , hereby certifies as follows:  
*Name of Contractor*

[\_\_\_\_\_] has complied, and will continue to comply with § 6-113 of the Education Law Article, which provides that a contractor or subcontractor 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 a crime involving:

- (1) An offense under § 3–307 or § 3–308 of the Criminal Law Article, or an offense under the laws of another state that would constitute a violation of § 3–307 or § 3–308 of the Criminal Law Article if committed in the State;
- (2) Child sexual abuse under § 3–602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under § 3–602 of the Criminal Law Article if committed in this State; or
- (3) A crime of violence as defined in § 14–101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of § 14–101 of the Criminal Law Article if committed in this State.

**Contractor/Subcontractor's Certification of Compliance**  
**With Maryland Criminal History Records Check Requirement**

[\_\_\_\_\_] , hereby certifies as follows:

[\_\_\_\_\_] has complied, and will continue to comply with § 5-561 of the Family Law Article of the Maryland Code, which provides that a contractor or subcontractor shall require an employee that will have direct, unsupervised, and uncontrolled access to children in a public school to obtain a criminal history records check.

**Certification**

The undersigned Contractor hereby certifies to the St. Mary's County Board of Education that no employee, subcontractor, subcontractor employee, or material supplier that is a registered sex offender will be allowed to enter onto school system property at any time in the performance of the work or services for which the contract is awarded.

Name of Individual/Organization (Contractor): \_\_\_\_\_  
(Print or type name)

Name of Authorized Representative: \_\_\_\_\_  
(Print or type name)

Signature of Authorized Representative: \_\_\_\_\_

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**CONTRACTOR RESPONSE FORM**

Contractor shall attach to this page a complete and accurate list of the individuals it may directly employ, or who have been subcontracted, who will have direct, unsupervised or uncontrolled access to children while performing work for St. Mary's County Public Schools (SMCPS) is attached. In addition, the contractor shall check the statements below that apply and return this documentation with a responsive proposal:

- ☐ No individuals, employees or subcontractors **will have direct, unsupervised or uncontrolled access to children while performing work for St. Mary's County Public Schools (SMCPS)**
- ☐ These individuals named on the attached list **have or will have undergone a criminal background check, including fingerprinting within the last 12 months.**
- ☐ Upon notice of award, the successful contractor shall be required to register all employees including subcontractors who perform work for St. Mary's County Public Schools, using the St. Mary's County Public Schools, Department of Safety and Security Cognito Forms.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

*Maryland law requires that contractors may not knowingly employ a registered sex offender to work in a school. In addition, a contractor may not knowingly assign a member of its workforce to work on school premises with direct, unsupervised, and uncontrolled access to children, if the individual has been convicted of, or pled guilty or nolo contendere, to certain sexual offenses, child sexual abuse offenses, and crimes of violence.*

**SPECIFICATIONS, PRICING AND DELIVERY INFORMATION SHEET****ITB # SMCPs-2019-SS-SWF – INSTALLATION OF SECURITY WINDOW FILM**

**PURPOSE:** The Board of Education of St. Mary's County on behalf of St. Mary's County Public Schools (SMCPS) is requesting sealed bids from experienced and qualified Contractors to furnish and install security window film on windows and doors at multiple SMCPS school and office locations. SMCPS reserves the right to award the requirements of this bid in total or in part as is determined to be in the best interest of SMCPS. SMCPS reserves the right to make multiple awards. The resulting contract will be awarded for a period of one year with two (2) one-year options to renew.

Exhibit C of this bid document lists the school and office locations that are included in the scope of this bid. Installation of security window film may be requested at any of these locations throughout the duration of the contract. SMCPS may add additional facilities during the term of the contract.

**NOTES:** Contractor shall perform services as detailed in Section VI "Specifications." The total cost per square foot offered to perform these services shall include all labor, supplies, materials, equipment, disposal, and parts required to perform these services in accordance with the specifications.

**INSTALLATION OF SECURITY WINDOW FILM**

<u>Item Number</u>	<u>Description</u>	<u>Total Cost per Square Foot</u>
1	Furnish and install Security Window Film as specified in ITB #SMCPS-2019-SS-SWF at a single location with total square feet of 0 to 500 sq. ft.	
2	Furnish and install Security Window Film as specified in ITB #SMCPS-2019-SS-SWF at a single location with total square feet of 501 to 1,200 sq. ft.	
3	Furnish and install Security Window Film as specified in ITB #SMCPS-2019-SS-SWF at a single location with total square feet of 1,201 to 2,600 sq. ft.	
4	Furnish and install Security Window Film as specified in ITB #SMCPS-2019-SS-SWF at a single location with total square feet greater than 2,600 sq. ft.	

Please state warranty period for material to be installed: \_\_\_\_\_

**Additional Work:**

Services, repairs, materials and/or parts performed and/or supplied outside the scope of work and specifications must have the prior written approval of SMCPS to qualify as an extra cost item. The Contractor shall be paid only for work that is authorized and accepted by SMCPS as satisfactorily completed.

Hourly labor rate for approved change orders only: \$\_\_\_\_\_/hour

Mark-up % for additional materials required: \_\_\_\_\_%

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Hourly rates offered by Contractor shall be fixed rates for service throughout the entire term of the contract.

AUTHORIZED SIGNATURE, TITLE AND DATE

---

**Bid price shall be valid for ninety (90) days after bid opening date. All bids shall include F.O.B. destination.**

**REFERENCES**

**ORGANIZATION NAME** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

\_\_\_\_\_

**TELEPHONE NO.** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

**CONTACT PERSON** \_\_\_\_\_

**DESCRIPTION OF WORK** \_\_\_\_\_

**ORGANIZATION NAME** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

\_\_\_\_\_

**TELEPHONE NO.** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

**CONTACT PERSON** \_\_\_\_\_

**DESCRIPTION OF WORK** \_\_\_\_\_

**ORGANIZATION NAME** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

\_\_\_\_\_

**TELEPHONE NO.** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

**CONTACT PERSON** \_\_\_\_\_

**DESCRIPTION OF WORK** \_\_\_\_\_



**MINORITY BUSINESS ENTERPRISE UTILIZATION AFFIDAVIT**

Name of Bidder \_\_\_\_\_ Bid Title: Dept. of Safety and Security – Installation of Security Window Film

Date: \_\_\_\_\_ Bid No. SMCPS-2019-SS-SWF

Please respond to the questions as follows:

Check One  
Yes      No

1. Minority Business Enterprise? \_\_\_\_\_
2. If the response to Question 1 is "No", have Minority Business Enterprises provided any services or supplied Any items associated with your response to this ITB? \_\_\_\_\_

Note: If the response to Question 2 is "Yes", please proceed with completing the balance of the form. If the response to Question 2 is "No", do not complete the balance of the form other than signature and title.

<u>Name and Address of Minority Business Enterprise</u>	<u>Type of Service or Materials/Supplies</u>	<u>Agreed Price</u>	<u>Percent of Total Bid</u>

Total Bid \$ \_\_\_\_\_

Total Minority Business Enterprise Bid

Percent of Total Minority Business Enterprises Contract \_\_\_\_\_%

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ST. MARY'S COUNTY PUBLIC SCHOOLS  
Purchasing Office  
23160 Moakley Street, Suite 107  
Leonardtown, MD 20650**

Bid Title: Department of Safety and Security – Installation of Security Window Film  
Bid No. SMCPS-2019-SS-SWF

**NO BID REPLY FORM**

**Contractor Information:**

Company Name	_____
Address	_____
City, State, Zip Code	_____
Contact Person	_____
Phone	_____
Fax	_____
Email Address	_____

To assist the Purchasing Office of St. Mary's County Public Schools in obtaining competition for bids, we ask that each firm that has received an invitation to bid, but does not wish to bid, state their reason(s) below. This information will not preclude receipt of future invitations to bid unless you request removal from the bidder's list by so indicating below. This form can be returned to the Purchasing Office by fax to 301-475-4228.

**Contractor Statement:**

Unfortunately, we must offer a "No Bid" at this time because:

- |       |    |   |
|-------|----|---|
| _____ | 1. | We are not able to participate in the bid process at this time. Please keep us on the bidder's list for notification of future opportunities. |
| _____ | 2. | We do not sell the items(s)/service(s) requested in the specifications.   |
| _____ | 3. | We do not feel we can be competitive.   |
| _____ | 4. | Other:<br>_____<br>_____<br>_____   |

CONTRACTOR: PLEASE SUBMIT A W-9 FORM IF YOU ARE A NEW CONTRACTOR TO SMCPS



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**ST. MARY'S COUNTY PUBLIC SCHOOLS (SMCPS)**

**INVITATION TO BID (ITB)**

**BID TITLE:** DEPARTMENT OF SAFETY AND SECURITY – INSTALLATION  
OF SECURITY WINDOW FILM

**BID NUMBER:** ITB #SMCPS-2019-SS-SWF

**DEADLINE FOR QUESTIONS:** **DECEMBER 20, 2018**  
**2:00 P.M. LOCAL TIME**

**CONTRACT PERIOD:** ONE YEAR, WITH TWO (2) OPTIONS TO RENEW FOR ONE  
ADDITIONAL YEAR

**BID OPENING DATE:** **JANUARY 4, 2019**

**TIME OF BID OPENING:** **2:00 P.M. LOCAL TIME**

**PLACE OF BID OPENING:** ST. MARY'S COUNTY PUBLIC SCHOOLS  
PURCHASING OFFICE  
23160 MOAKLEY STREET  
LEONARDTOWN, MARYLAND 20650

**BID MAILING ADDRESS:** ST. MARY'S COUNTY PUBLIC SCHOOLS  
Attn: Brynn Cosner, Procurement Coordinator  
23160 MOAKLEY STREET, SUITE 107  
LEONARDTOWN, MARYLAND 20650

**SHIPPING ADDRESS UPS/FEDEX:** ST. MARY'S COUNTY PUBLIC SCHOOLS  
Attn: Brynn Cosner, Procurement Coordinator  
23160 MOAKLEY STREET, SUITE 107  
LEONARDTOWN, MARYLAND, 20650

**PROCUREMENT COORDINATOR:** BRYNN COSNER

**EMAIL ADDRESS:** [btcosner@smcps.org](mailto:btcosner@smcps.org)

**WEBSITE:** <http://emaryland.buyspeed.com>

**NOTE: Please submit one (1) original and one (1) copy of your bid response. Bids must be sealed and submitted via U.S. Mail, UPS, FedEx, or in person.**

**If SMCPS offices are closed on the day a bid is "DUE", the bid will be due at the same time the next day that the SMCPS offices are opened.**

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Please include the following with your bid response:

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**I. Introduction**

The Board of Education of St. Mary's County on behalf of St. Mary's County Public Schools (SMCPS) is requesting sealed bids from experienced and qualified Contractors to furnish and install security window film to windows and doors at multiple SMCPS school and office locations.

**II. Information for Bidders**

Bids shall be sealed, marked on the outside of the package "ITB #SMCPS-2019-SS-SWF" bearing the name and address of the Contractor. Bids shall be addressed to and received at the following location on or before the bid opening date and time, which is **January 4, 2019 at 2:00 p.m. local time:**

St. Mary's County Public Schools  
Attn: Brynn Cosner, Procurement Coordinator  
23160 Moakley Street, Suite 107  
Leonardtown, MD 20650

Contractors shall assume full responsibility for timely delivery of the bid response to the location designated for receipt of bids. Bids received after the time and date will be considered unresponsive. Please submit one (1) original and one (1) copy of the bid response. Bids must be sealed and submitted via U.S. Mail, UPS, FedEx or in person.

If SMCPS offices are closed on the day a bid is "DUE", the bid will be due at the same time the next day that the SMCPS offices are opened.

It is the intent of SMCPS that should this bid be accepted and awarded, the Contract will consist of the bid solicitation documents, any addenda/amendments, and the bidder's response to the bid solicitation, addendum/amendment documents, SMCPS written notice of award and subsequent purchase orders. The resulting contract shall be awarded for a period of one year from the day of contract award, with the option for two (2) additional one-year renewals. SMCPS reserves the right to cancel the contract, at its discretion, for any reason.

SMCPS reserves the right to award the requirements of this bid in total or in part as it determines to be in the best interest of SMCPS. SMCPS reserves the right to make multiple awards. Contract awards are subject to the availability of funding.

Minority Business Enterprises are encouraged to respond to this solicitation notice.

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### III. Inquiries/Communication

Prospective bidders may request that SMCPs clarify information contained in this bid. All such requests must be made in writing to Brynn Cosner, Procurement Coordinator. SMCPs will not respond to any requests for clarification received after **2:00 p.m. local time, December 20, 2018**. Questions may be sent via email to [btcosner@smcps.org](mailto:btcosner@smcps.org). An addendum will be issued if necessary to answer all questions. The addendum will be posted on <http://emaryland.buyspeed.com> under the applicable bid number and will be available at the SMCPs Purchasing Office.

### IV. General Terms and Conditions

#### A. DISPUTES

The resulting Contract award from this ITB shall be subject to the provisions of Title 15, Subtitle 2 or the State Finance and Procurement Article of the Annotated Code of Maryland and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the decision of SMCPs.

#### B. GOVERNING LAW AND VENUE

The bid shall be construed in accordance with, and interpreted under, the Laws of the State of Maryland. Any lawsuit arising out of such a bid or resulting contract shall be filed in the appropriate State Court of competent jurisdiction located in St. Mary's County.

#### C. TERMINATION

##### a. DEFAULT

SMCPs may, by written notice of default to the contractor, terminate the whole or any part of the contract. If, after notice of termination of this contract under provision of this clause, it is determined for any reason that the Contractor was not in default under the provisions of the clause, or that the default was excusable under the provisions of the contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to a termination for convenience.

##### b. CONVENIENCE

SMCPs may terminate the performance of work under any resulting contract in whole or in part when it is determined to be in the best interest of SMCPs, for any reason. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of the work is terminated and the date upon which such termination becomes effective. All finished or unfinished supplies and services provided by the contractor shall at the option of SMCPs, become the property of SMCPs. SMCPs shall pay the contractor fair and equitable compensation for satisfactory performance prior to receipt of Notice of Termination. Upon receipt of a Notice of Termination, the Contractor shall submit to the Purchasing Office his Termination Claim.



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**D. FORCE MAJEURE**

The Contractor shall not be liable for any excess costs of failure to perform if the failure to perform this ITB/Contract arises from causes beyond the control and without the fault of negligence of the Contractor. Excusable causes include, but are not limited to, acts of God or of the public enemy and acts of the federal or state government in either their sovereign or contractual capacities.

**E. ASSIGNMENT**

The ITB/Contract shall not be assigned, sublet or transferred, in whole or in part, by operations of law or otherwise, by either of the parties hereto except with the prior written consent of the other. Unless specifically stated, no written consent to an assignment shall operate to release or discharge the assignor from any duty or responsibility under the ITB/Contract.

**F. BID PROTEST PROCEDURES**

A Contractor may protest an award. The protest shall be filed with the Purchasing Office by submitting a protest in writing to Brynn Cosner, Procurement Coordinator, by mail at 23160 Moakley Street, Suite 107, Leonardtown, Maryland 20650. The protest must be received by the close of business on the seventh (7<sup>th</sup>) business day after the award. Protests shall include the ITB number, the basis of the protest, the relief sought and whether the protester wishes to have a conference with respect to the protest.

**G. INDEMNIFICATION**

To the fullest extent permitted by law, Contractor agrees to defend, indemnify, pay on behalf of, and save harmless the Board of Education of St. Mary's County, its elected and appointed officials, agents, employees, and authorized volunteers against any and all claims, losses, damages, expenses, including attorneys' fees and all other costs connected therewith, cause of action or liability arising out of or connected to the supply, delivery or installation of any products or materials by Contractor under this Contract, provided that any such claim, loss, damage, expense, cause of action or liability is caused in whole or in part by any negligent act or omission of the Contractor or any of the Contractor's employees, agents, officials or volunteers or anyone for whose acts the Contractor may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. This obligation to indemnify, defend and hold Board of Education of St. Mary's County, its elected and appointed officials, agents, employees, and authorized volunteers harmless shall survive the termination of this Agreement.

**H. COMPLIANCE WITH LAWS**

The Contractor hereby represents and warrants that:

- a. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- b. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes

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and employee benefits, and that it shall not become so in arrears during the term of this contract;

- c. It shall comply with all federal, state and local laws, regulations and ordinances applicable to its activities and obligations under this contract; and
- d. It shall obtain, at its expense, all licenses, permits, insurance and governmental approvals, if any, necessary to the performance of its obligations under this contract.

I. MARYLAND SEX OFFENDER LAW

Maryland Law requires certain child sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work and/or attend school. Section 11-722(c) of the Criminal Procedure Article of the Annotated Code of Maryland states that "[a] person who enters into 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 registrant." Section 11-722(d) provides that "a person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding five years or a fine not exceeding \$5,000 or both." If a registered sex offender, as determined by the definition contained in the Criminal Procedures Article of the Annotated Code of Maryland, is employed by the Contractor, then the Contractor is prohibited from assigning that employee to perform management, delivery, installation, repair, construction, or any type of services on any Board property. Violation of this provision may result in Termination for Cause.

It shall be the responsibility of all Contractors submitting a bid or offer to SMCPs to comply with this provision. If a Contractor is found to have violated this provision subsequent to an award by SMCPs, the Contract may be immediately terminated at SMCPs' sole option, and that Contractor may be liable to SMCPs for all re-procurement cost and may be debarred from bidding future SMCPs requirements.

J. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

SMCPs is in compliance with Executive Order 11246 entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41CFR part 60). The successful Contractor must also be in compliance with the Order as amended and supplemented.

SMCPs does not discriminate on the basis of race, color, religion, national origin, sex, age or disability in its programs, activities or employment practices. **All Contractors shall affirm that they do not discriminate with regard to individual political affiliation, religious beliefs, race, creed, national origin, sex, age or handicap in employment practices by so stating in the response to the bid.**

K. eMARYLAND MARKETPLACE (eMM)

Maryland State Law requires SMCPs to publish notices of procurements and procurement awards on eMaryland Marketplace (eMM). The requirement extends only to contracts procured through

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competitive sealed bidding, competitive sealed proposals and noncompetitive negotiations, and to procurements whose value equals or exceeds that for State contracts that must be published on eMM. Contractors are encouraged to register as a Contractor with eMM at [www.emarylandmarketplace.com](http://www.emarylandmarketplace.com). The awarded Contractors must be registered with eMM following notice of award. If you require assistance, contact the help desk at [emaryland@dgs.state.md.us](mailto:emaryland@dgs.state.md.us) or call 410-767-1492.

**L. MINORITY BUSINESS ENTERPRISES**

Minority Business Enterprises (MBE) are encouraged to respond to this solicitation notice. Contractors who provide material, supplies, equipment and/or services under this Contract are encouraged to subcontract with Minority Business Enterprises.

**M. PREPARATION AND SUBMISSION OF BIDS**

Responsive bids shall be made in the formats set forth in this bid document and on the Contractor's Statement of Experience (Attachment 1) Bid Submission Signature Form (Attachment 2), Business Relationship Affidavit (Attachment 3a and 3b), Specifications, Pricing and Delivery Information Sheet (Attachment 4), References (Attachment 5), and Addenda, with all required supplementary documentation. All forms must be complete and submitted in ink or typed. **Faxed bids and electronic bids will not be accepted.** The Contractor must initial any erasures or alterations in ink. Spaces left blank on Attachment 4 shall be deemed by SMCPS, in its sole discretion, to be not applicable or "no bid". Contractors must submit one original and one copy of their bid signed by a person with authority to bind the Firm. Bids shall not be withdrawn or altered for a period of ninety (90) days after the bid opening date.

**N. ADDENDA TO THE ITB**

If it becomes necessary to revise any part of the ITB, addenda will be issued. All bidders shall be responsible for acquiring addenda by contacting the SMCPS Purchasing Office or by downloading the addendum from <https://emaryland.buyspeed.com/bso/>. All addenda shall become a part of the Contract. Each bidder must acknowledge receipt of addenda. Acknowledgement shall consist of returning a signed copy of all addenda cover sheets as part of the bid submission by the stated date and time. All addenda responses must be received by the bid opening date.

**O. BASIS OF PRICING**

The prices offered for the installation of window safety film shall include all labor, supplies, materials, equipment, disposal and parts required to complete the installation in accordance with the specifications in Section VI and as listed on the "Specifications, Pricing and Delivery Information Sheet" (Attachment 4).

The prices must include any and all costs necessary to implement terms and conditions of the contract. No Contractor will be allowed to offer more than one price for each item or service even though the Contractor may feel that they have two or more choices that meet specifications. Contractors must determine for themselves which to offer. If the Contractor should submit more than one price on any item or service, all prices for that item or service will be rejected. Prices quoted shall not include Federal

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Excise or State Sales and Use Taxes, or any other taxes from which SMCPs is exempt. Exemption certificates will be furnished upon request.

**P. CANCELLATION OR REJECTION OF BIDS, AND WAIVER OF NONCONFORMITIES**

SMCPs reserves the right, in the exercise of its sole discretion, to cancel this bid or reject all bids. SMCPs will notify all interested Contractors in writing in the event of such cancellation or rejection. SMCPs also reserves the right to waive any minor irregularity or nonconformity of any bid response to this ITB.

**Q. MODIFICATIONS/WITHDRAWAL OF BIDS**

A Contractor may modify or withdraw a bid at any time prior to the bids due date and time. All modifications or withdrawals must be in writing, and must be executed by a person with authority to bind the Contractor.

**R. DISCRETION IN DETERMINING DEVIATIONS AND COMPLIANCE**

The Procurement Coordinator shall determine whether Contractors have met the mandatory requirements of this bid. The Procurement Coordinator has the sole authority to determine whether any deviation from the requirements of this bid is material in nature, and the Procurement Coordinator may reject non-conforming bids. In addition, the Procurement Coordinator may reject in whole or in part any and all bids and waive minor irregularities and may negotiate with all responsible Contractors in any manner deemed necessary to serve the best interests of the SMCPs.

**S. MATERIALS SUBMITTED IN RESPONSE TO THIS BID**

Any/all materials submitted in response to this ITB become the property of SMCPs. Any information considered to be proprietary or confidential should be so marked.

**T. EXCEPTIONS**

It shall be the responsibility of the Contractor to include with their bid a list and clarification of any deviations or qualifications from conditions and specifications. The list must be attached to the Bid Submission Signature Form (Attachment 1).

**U. NO BID**

If the Contractor elects to "No Bid" this ITB, a no bid should be filed with the SMCPs Purchasing Office (see form provided, Attachment 7).

**V. EVALUATION OF BIDS**

Bids will be evaluated based on a complete response, which shall include acknowledgement of all Addenda (if any issued); and all required attachments:

- Contractor's Statement of Experience (Attachment 1)
- Bid Submission Form (Attachment 2);
- Business Relationship Affidavit, and Certification of Compliance with Maryland Sex Offender Law including Contractors Response Form (Attachment 3A and 3B);
- Specifications, Pricing and Delivery Information Sheet (Attachment 4);

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- Professional References (Attachment 5); and
  - Minority Business Enterprise Utilization Affidavit (Attachment 6)

#### W. AWARD OR REJECTION OF BIDS

Award will be made to the **lowest responsive and responsible** bidder complying with all terms and conditions contained herein. SMCPs reserves the right to award the requirements of this bid in total or in part as it determines to be in the best interest of SMCPs. SMCPs reserves the right to make multiple awards.

SMCPs reserves the right to reject the bid of a Contractor who has, in the opinion of SMCPs, previously failed to perform properly on contracts of a similar nature, or the bid of a Contractor whom investigation shows is not in a position to fulfill the awarded contract.

#### X. TIE BIDS

In the event of tie bids, where all other factors such as past performance on purchases/Contracts or Contractor service and delivery record are considered comparable, the award(s) shall be made to one of the tie bidders in the following order of preference: the St. Mary's County based Minority and/or Small Business Contractor, the St. Mary's County based Contractor, the out-of-county but Maryland based Minority and/or Small Business Contractor, the out of county but Maryland based business, the out-of-state based Minority and/or Small Business Contractor and the out-of-state based Contractor in that order of preference. In the event a tie bid still exists, the Procurement Coordinator or their designee shall conduct a coin toss for selection of the potential Award Bidder(s) or see a geographical, proportional or divided award of Contract whichever is in the best interest of the school system.

#### Y. CHANGES

Change Orders: SMCPs may order changes in the contract consisting of additions, deletions, or modifications, the contract sum and the time for performance being adjusted accordingly. Such changes in the contract shall be authorized only by written Change Order issued by SMCPs. The contract sum and the time for performance shall be changed only by Change Order signed by SMCPs.

Ordering Option: When an ITB specifies a fixed quantity of Goods, the Contractor agrees to provide additional quantities in excess of those stated in the ITB at the same unit prices stated in the Contractor's Bid for a period of thirty (30) days after the Contract Award. The amount of any such additional quantities shall be added to the contract sum by Change Order.

#### Z. RIDER CLAUSE

Contractor is advised that in the awarded contract may be extended, with the authorization of the Contractor, to all State, county, local agencies, colleges and school districts in the State of Maryland. The Contractor must deal directly with each jurisdiction concerning, issuance of purchase orders, contractual disputes, invoicing and payment. SMCPs assumes no obligation on behalf of any of these organizations. Failure to extend a contract to any listed or unlisted jurisdiction will have no effect on the consideration of your bid response.

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#### **AA. ERRORS IN BIDS/INTERPRETATION**

Contractors or their authorized representatives are expected to fully inform themselves as to the conditions and requirements of the specifications before submitting bids. Failure to do so will be at the Contractor's own risk. Should any Contractor be in doubt as to the meaning of the specifications, or should he/she find any discrepancy or omission, he/she shall notify the Procurement Coordinator. All bidders will then be notified, in writing, of clarification or additional information by means of addenda. If the bidder has made an error, the bidder may request in writing, to have his/her bid withdrawn. Approval of a bidder's request is not automatic and may be given only by the Procurement Coordinator and/or the Board. Requests for withdrawal can be denied, unless the bidder proves to the satisfaction of the Procurement Coordinator and/or the Board that the mistake was either a scrivener's error or another type of clearly unintentional error so departing from customary and reasonable business practices as to be obvious and to legitimately and substantially impair the Contractor's business. Neither law nor regulations make allowance for errors either of omission or commission on the part of the Contractor. In case of error in multiplication of unit price when arriving at total price per line item, the unit price shall govern. If there is a discrepancy between the price written in numbers and the price written in words, the words will govern.

#### **V. Insurance Requirements**

##### **1 – GENERAL INSURANCE REQUIREMENTS**

1.1 - The Contractor shall not commence any supply, delivery or installation of any products or materials purchased by the Board of St. Mary's County Public Schools (the Board) under this Contract until the Contractor has obtained at the Contractor's own expense all of the insurance as required hereunder and such insurance has been approved by the Board; nor shall the Contractor allow any Subcontractor to commence work on any subcontract until all insurance required of the Subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the Board of original certificates of insurance signed by authorized representatives of the insurers or, at the Board's request, certified copies of the required insurance policies.

1.2 - Insurance as required hereunder shall be in force throughout the term of the Contract and, in accordance with 2.1.1.iii., for two years after final payment by the Board under this Contract. Original certificates signed by authorized representatives of the insurers or, at SMCPS' request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the SMCPS Purchasing Office throughout the term of the Contract and for two years after final payment by the Board under this Contract.

1.3 - The Contractor shall require all Subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance, workers' compensation and employers' liability insurance to the same extent required of the Contractor in 2.1.1, 2.1.2 and 2.1.3 unless any such requirement is expressly waived or amended by the Board in writing. If any Subcontractor is

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storing, transporting, and/or delivering the products or materials purchased by the Board under this Contract, the Contractor shall require such Subcontractor(s) to maintain during the term of the Contract transportation (cargo) insurance and employee dishonesty insurance to the same extent required of the Contractor in 3.1 and 3.2. The Contractor shall furnish Subcontractors' certificates of insurance to the SMCPs Purchasing Office immediately upon request.

1.4 - All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation or non-renewal until forty-five (45) days prior written notice has been given to the Board.

1.5 - No acceptance and/or approval of any insurance by the Board shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of this Contract.

1.6 - If the Contractor does not meet the insurance requirements of this Contract, the Contractor shall forward a written request to the SMCPs Purchasing Office for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Board denies the request, the Contractor must comply with the insurance requirements as specified in this Contract.

1.7 - All required insurance coverages must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Board. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless the Board grants specific approval for an exception.

1.8 - Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Contractor, and are subject to the Board's written approval. Any deductible or retention amounts elected by the Contractor or imposed by the Contractor's insurer(s) shall be the sole responsibility of the Contractor.

1.9 - Any and all return premiums and/or dividends for insurance or coverage directly charged to the Board by the Contractor in connection with this Contract shall belong to and be payable to the Board.

1.10 - If the Board is damaged by the failure or neglect of the Contractor to purchase and maintain insurance as described and required herein, without so notifying the Board, then the Contractor shall bear all reasonable costs properly attributable thereto.

## **2 – CONTRACTOR'S LIABILITY INSURANCE**

2.1 - The Contractor shall purchase and maintain the following insurance coverages at not less than the limits specified below or required by law, whichever is greater:

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2.1.1 - Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

\$	1,000,000	each occurrence;
\$	1,000,000	personal and advertising injury;
\$	2,000,000	general aggregate; and
\$	2,000,000	products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- i. Liability arising from premises and operations;
- ii. Liability arising from the actions of independent contractors;
- iii. Liability arising from products and completed operations with such coverage to be maintained for two years after final payment by SMCPs under this Contract; and
- iv. Contractual liability including protection for the Contractor from bodily injury and property damage claims arising out of liability assumed under this Contract.

2.1.2 - Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- i. Liability arising out of the ownership, maintenance or use of any auto (if no owned autos, then hired and non-owned autos only); and
- ii. Automobile contractual liability.

2.1.3 - If the Contractor has any employees, workers' compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

\$	500,000	each accident for bodily injury by accident;
\$	500,000	each employee for bodily injury by disease; and
\$	500,000	policy limit for bodily injury by disease.

2.1.4 - If the Contractor is an individual or sole proprietor operating without workers' compensation coverage, personal health insurance or its equivalent.

2.1.5 - Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

\$ 1,000,000	per occurrence;
\$ 1,000,000	aggregate for other than products/completed operations and auto liability; and
\$ 1,000,000	products/completed operations aggregate

and including all of the following coverages on the applicable schedule of underlying insurance:



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- i. Commercial general liability;
  - ii. Business auto liability; and
  - iii. Employer's liability.

2.1.6 - The Board of Education of St. Mary's County and its elected and appointed officials, officers, employees and authorized volunteers shall be named as additional insureds on the Contractor's commercial general liability insurance and umbrella excess or excess liability insurance policies with respect to liability caused, in whole or in part, by the Contractor's acts or omissions or the acts or omissions of those acting on the Contractor's behalf. The following wording must be incorporated into the Contractor's insurance policy certificate:

**"The Board of Education of St. Mary's County and its elected and appointed officials, officers, employees and authorized volunteers are named as additional insureds with respect to liability arising out of the supply, delivery or installation of any products or materials or other services provided by the Named Insured under Contract ITB #SMCPS-2019-SS-SWF."**

2.1.7 - Insurance or self-insurance provided to the Board and its elected and appointed officials, officers, employees and authorized volunteers under any Contractor's liability insurance or self-insurance required herein, including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from Contractor's liability insurance policies required herein.)

2.1.8 - Insurance or self-insurance provided to the Board and its elected and appointed officials, officers, employees and authorized volunteers as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Board and its elected and appointed officials, officers, employees and authorized volunteers shall be excess of and non-contributory with insurance or self-insurance provided to the Board and its elected and appointed officials, officers, employees and authorized volunteers as specified herein.

2.2 - If any liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions:

- i. The Contractor shall agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment by SMCPS under this Contract. Such certificates shall evidence a retroactive date no later than the inception date of this Contract; or
- ii. The Contractor shall purchase an extended (minimum two years) reporting period endorsement for each such "claims made" policy in force as of the expiration or termination date of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the inception date of this Contract.

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### 3 – CONTRACTOR'S PROPERTY INSURANCE

**Note:** The following is **not** required if ownership of the property transfers to SMCPs when products or materials are delivered to the Board or are otherwise placed in the Board's care, custody or control.

3.1 - The Contractor (or Subcontractor) storing, transporting and/or delivering the products or materials purchased by the Board under this Contract shall purchase and maintain transportation (cargo) insurance on incoming goods in its care, custody or control, while such property is being loaded, is in transit, is being unloaded and until such time property is set at its final destination. Such insurance shall value incoming goods in transit at the amount of the selling invoice plus prepaid or advanced freight charges. Property not under invoice shall be valued at the cost to repair or replace the lost or damaged incoming goods. Such insurance shall be written at per conveyance and per occurrence limits equal to or in excess of the total selling price value of the largest shipment of incoming goods purchased under this Contract or at other limits acceptable to the Board.

3.2 - The Contractor (or Subcontractor) storing, transporting and/or delivering the products or materials purchased by the Board under this Contract shall purchase and maintain blanket employee dishonesty insurance, which shall pay for loss of the products or materials purchased by the Board under this Contract when caused by the dishonest acts of the Contractor's (or Subcontractor's) employees, at a limit equal to or in excess of the total selling price value of the largest shipment of incoming goods purchased under this Contract or at another limit acceptable to the Board.

3.3 - The Contractor (or Subcontractor) storing, transporting and/or delivering the products or materials purchased by the Board under this Contract shall be responsible for payment of any deductibles applicable under this transportation insurance, employee dishonesty insurance or other property insurance applicable to the incoming goods.

### 4 - WAIVER OF SUBROGATION

To the fullest extent permitted by law, the Contractor and its invitees, employees, officials, volunteers, agents and representatives waive any right of recovery against the Board of Education of St. Mary's County and its elected and appointed officials, officers, volunteers, agents and employees for any and all claims, liability, loss, damage, costs or expense (including attorneys' fees) arising out of the supply, delivery or Installation of any products or materials provided by Contractor under this Contract. The Contractor shall advise its insurers of the foregoing.

### 5 - ACKNOWLEDGMENT OF CONTRACTOR'S INDEPENDENT CONTRACTOR STATUS AND NO COVERAGE FOR CONTRACTOR UNDER BOARD'S WORKERS' COMPENSATION COVERAGE

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Contractor hereby acknowledges its status as an independent contractor while supplying, delivering or installing products or materials on behalf on the Board and that the Board's workers' compensation insurance, group self-insurance coverage or individual self-insurance is not intended to and will not respond to cover any medical or indemnity loss arising out of injury to the Contractor or its employees during the Contractor's provision of goods or services to the Board.

#### 6 - DAMAGE TO PROPERTY OF THE CONTRACTOR AND ITS INVITEES

To the fullest extent permitted by law, the Contractor shall be solely responsible for any loss or damage to property of the Contractor or its invitees, employees, officials, volunteers, agents and representatives while such property is on, at or adjacent to the premises of the Board.

### VI. Specifications

#### A. GENERAL INFORMATION

The Board of Education of St. Mary's County on behalf of St. Mary's County Public Schools (SMCPS) is requesting sealed bids from experienced and qualified Contractors to furnish and install security window film to windows and doors at multiple SMCPS school and office locations. Scheduling of work will be coordinated and approved by the Department of Safety and Security.

The intent of these specifications is to provide complete information for all services required by Contractor if awarded a Contract for this bid opportunity. The Contractor shall identify any omissions, errors, conflicts, or discrepancies in the specifications and the Contractor shall immediately notify the SMCPS Procurement Coordinator in writing. Failure to provide such information may be cause for rejection from further consideration.

All Contractors shall comply with applicable Federal, State, and County Laws and Regulations. Contractors and/or their authorized representatives are encouraged to carefully read all of the pages of the bid document to fully inform themselves as to the terms, conditions, requirements, and specifications before submitting bids; failure to do so will be at the Contractor's own risk and the Contractor cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of the bidders.

SMCPS reserves the right to reject any or all bids and to award to other than the low bidder if deemed in the best interest of SMCPS.

Contractors and/or their authorized representatives are encouraged to carefully read all of the pages of the bid document to fully inform themselves as to the terms, conditions, requirements, and specifications before submitting bids; failure to do so will be at the Contractor's own risk and the Contractor cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of the bidders.

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#### B. PROJECT DESCRIPTION

St. Mary's County Public Schools (SMCPS) is requesting sealed bids from experienced and qualified Contractors to furnish and install security window film to windows and doors at multiple SMCPS school and office locations. All work performed under this Project/Contract shall be coordinated, supervised, and monitored by the contractor.

1. The security window film to be installed is 3M Scotchshield™ Safety and Security Window Film, Ultra S800. Please see **Exhibit A** for full specifications.
2. The 3M Impact Protection Adhesive Attachment System shall be installed in conjunction with the security window film. See **Exhibit B** for full specifications.
3. Contractor must use painter's tape to protect all window/door coverings during the installation of the 3M Impact Protection Adhesive Attachment System.
4. **Exhibit C** lists the school and office locations that are included in the scope of this bid. Installation of security window film may be requested at any of these locations throughout the duration of the contract. SMCPS may add additional locations during the term of the contract.
5. The security film shall be installed at multiple windows, side lights and doors at each school or office and varies with each site.
6. There is a mixture of hollow metal and aluminum frames at each site.
7. Contractor must leave windows and doors clean and free of silicone residue.
8. Contractor must supply warranty for window film installed (see Attachment 4).

Work will be coordinated and scheduled with SMCPS Department of Safety and Security. The SMCPS calendar and school closing updates are available for view at [www.smcps.org](http://www.smcps.org).

Vendor shall ensure that all employees report to the main office in school buildings daily to sign-in and sign-out while work is being performed.

#### C. GENERAL RESPONSIBILITIES OF CONTRACTOR

The Contractor shall provide all equipment/tools, materials, and laborers necessary to fully execute work specified in this contract. The contractor shall provide sufficient management, administration, supervision, and safety and quality controls to assure the safety, quality, completeness, and timely progress of the work. The Contractor shall remove all debris resulting from its operations. Contractor shall notify SMCPS prior to commencing work.

#### D. CONTRACTOR'S PERFORMANCE

1. The Contractor shall be responsible for complying with all applicable laws and regulations of authorities having jurisdiction while meeting project specifications and requirements.
2. The Contractor shall supervise, direct and be solely responsible for the work.
3. The Contractor shall be responsible to SMCPS for the acts and omissions of its employees, subcontractors and their agents and employees, and other persons performing any of the work.

- 
4. The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the contract documents, and shall not unreasonably encumber the site with any materials or equipment.
  5. The Contractor shall perform all work in a workmanlike manner and in accordance with the requirements of the contract documents, including the furnishing of all materials, services, implements, machinery, equipment, tools, supplies, transportation, labor, and all other items necessary for the satisfactory performance and completion of the project in full compliance with the requirements of the contract documents.

**E. SUBCONTRACTORS**

A Subcontractor is a person or entity that has a direct contract with the Contractor to perform any of the Work at a SMCPs site.

**Within ten (10) days after the Notice of Award**, the Contractor shall submit to SMCPs the names of those Subcontractors the Contractor proposes to use, for acceptance by SMCPs. SMCPs reserves the right to accept or reject the use of any Subcontractor. The Contractor shall not employ any Subcontractor to whom SMCPs may have a reasonable objection. The Contractor shall not be required to contract with anyone to whom he has a reasonable objection. Contracts between the Contractor and the Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Vendor, by these Documents, assumes towards SMCPs, and (2) allow to the Subcontractor the benefit of all rights, remedies and redress afforded to the Contractor by these Contract Documents.

Contractor shall provide, upon request, a copy of all contracts executed between the Contractor and his Subcontractors/ Suppliers.

**F. ACCEPTANCE**

All goods and services delivered under this ITB shall be subject to final inspection, test, and acceptance by SMCPs prior to any payment.

**G. ACCEPTANCE OF DEFECTIVE OR NON CONFORMING PRODUCTS**

SMCPs reserves the right to accept any defective product or service not in compliance with the specifications, provided, however, that in such event the price shall be reduced by an appropriate and equitable amount to account for such defect or non-compliance. Such adjustment shall be effected whether or not payment has been made.

**H. REJECTION**

SMCPs shall give notice of rejection of products or services delivered under this ITB within a reasonable time after receipt or acceptance of said items. Acceptance by SMCPs shall not waive any right SMCPs might otherwise have at law or by express reservation in this ITB with respect to any nonconformity.

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**I. WARRANTY**

The Contractor warrants that the products furnished under this ITB will be free from defect not inherent in the quality required or permitted, and that the products will conform to the local, State, and federal requirements as specified in this ITB. Products not conforming to these requirements, including substitutions not properly approved and authorized, will be considered defective and shall be returned to the Contractor for refund/replacement at the expense of the Contractor. Warranty period shall be as specified by the shelf-life of the product.

**J. CONTRACTOR'S INVOICE**

The contractor shall submit an original and one (1) copy of their invoice upon completion to:

St. Mary's County Public Schools  
Department of Safety and Security  
23160 Moakley Street  
Leonardtown, MD 20650

Invoices shall contain the minimum information as follows:

- a. Name of Contractor
- b. Contract Number
- c. Purchase Order Number
- d. Invoice Number
- e. Invoice Date
- f. Description of Work, including the site location(s)
- g. Item(s) Numbers
- h. Itemized material list, including quantity, rate, and handling fee
- i. Itemized labor, including hours and rate
- j. Total amount due

Invoices not containing the information above will be considered incomplete and possibly returned to the contractor for completion before payment is made.

**Materials provided by the Contractor:** During the course of the contract, the contractor may be requested to provide additional materials necessary for completion of tasks being performed. The contractor will be reimbursed by St. Mary's County Public Schools their cost of materials used.

**Handling Fee:** The handling fee will be added to the net cost for additional materials purchased and used by the contractor when submitted with receipt.

# Specifications

## Specifications for 3M™ Scotchshield™ Safety and Security Window Film, Ultra S800

### 1.0 Scope

This specification is for an optically clear glass shatter resistant and abrasion resistant window film which, when applied to the interior window surface, will help hold broken glass together and reduce the ultra-violet light that normally would enter through the window. This is an easily applied, tear-resistant safety and security window film for providing an increased measure of protection in a broad range of uses including basic glass fragment retention, spontaneous glass breakage, seismic preparedness, safety glazing, protection from windborne debris, bomb blast mitigation, and deterring Smash and Grab or Break and Entry events. Certain applications may require the film be used in conjunction with a film attachment system. The film shall be called **3M™ Scotchshield™ Safety and Security Window Film, Ultra S800**.

### 2.0 Applicable Documents

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

The 1985 American Society for Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE) Handbook of Fundamentals.

The American National Standards Institute (ANSI).

ANSI Z97.1 Specification for Safety Glazing Material used in Buildings

The American Society for Testing and Materials (ASTM):

- ASTM E-308 Standard Recommended Practice for Spectrophotometry and Description of Color in CIE 1931 System
- ASTM E-903 Standard Methods of Test for Solar Absorbance, Reflectance and Transmittance of Materials Using Integrating Spheres
- ASTM D-882 Standard Test Method for Tensile Properties of Thin Plastic Sheeting
- ASTM D-1044 Standard Method of Test for Resistance of Transparent Plastics to Surface Abrasion (Taber Abrader Test)
- ASTM D-2582 Standard Test Method for Puncture-Propagation Tear Resistance of Plastic Film and Thin Sheeting
- ASTM D-4830 Standard Test Methods for Characterizing Thermoplastic Fabrics Used in Roofing and Waterproofing.
- ASTM G-90 Standard Practice for Performing Accelerated Outdoor Weathering for Non-metallic Materials Using Concentrated Natural Sunlight
- ASTM G-26 Standard Practice for Performing Accelerated Outdoor Weathering for Non-metallic Materials Using Concentrated Natural Sunlight
- ASTM E-84 Standard Method of Test for Surface Burning Characteristics of Building Materials
- ASTM D-1004 Standard Method of Test for Resistance of Transparent Plastics to Tearing (Graves Tear Test)
- ASTM E-1886 Standard Test Method for Performance of Exterior Windows, Curtain Walls, Doors, and Impact Protective Systems Impacted by Missile(s) and Exposed to Cyclic Pressure Differentials
- ASTM E-1996 Standard Specification for Performance of Exterior Windows, Curtain Walls, Doors and Impact Protective Systems Impacted by Windborne Debris in Hurricanes
- ASTM F-1642 Standard Method of Test for Glazing and Glazing Systems Subject to Airblast Loadings, as adapted by the U.S. Government GSA Test Standard Protocols
- ASTM F-2912 Standard Specification for Glazing and Glazing Systems Subjected to Airblast Loadings

The Consumer Products Safety Commission (CPSC) 16 CFR, Part 1201, Safety Standard for Architectural Glazing Material

GSA-TS01-2003 General Services Administration Standard Test for Glazing and Glazing Systems Subject to Airblast Loadings

Window 4.1. A Computer Tool for Analyzing Window Thermal Performance, Lawrence Berkeley Laboratory

### 3.0 Requirements of the Film

**3.1 Film Material:** The film material shall consist of an optically clear polyester film, consisting of co-extruded micro-layers, with a durable acrylic abrasion resistant coating over one surface, and a UV stabilized pressure sensitive adhesive on the other. The film color is clear and will not contain dyed polyester. The film shall have a nominal thickness of 8 mils (0.008 inches). There shall be no evidence of coating voids. The film shall be identified as to Manufacturer of Origin (hereafter to be called Manufacturer).

#### Important:

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# Specifications

## Ultra S800

### 3.2 Film Properties (nominal):

- a) Tensile Strength (ASTM D882):  
Base Film: 32,000 psi (MD) / 32,000 psi (TD)  
Coated Film: 27,000 psi (MD) / 27,000 psi (TD)
- b) Break Strength (ASTM D882):  
Base Film: 190 lb/in (MD) / 190 lb/in (TD)  
Coated Film: 215 lb/in (MD) / 215 lb/in (TD)
- c) Percent Elongation at Break (ASTM D882):  
Base Film: 110 % (MD) / 100% (TD)  
Coated Film: 95 % (MD) / 95% (TD)
- d) Yield Strength at 3% Elongation:  
Base Film: 12,000 psi (MD)  
Coated Film: 15,000 psi (MD)
- e) Percent Elongation at Yield (ASTM D882):  
Base Film: 7% (MD)  
Coated Film: 8% (MD)
- f) Young's Modulus (ASTM D882):  
Base Film: 550 kpsi (MD) / 600 kpsi (TD)  
Coated Film: 550 kpsi (MD) / 600 kpsi (TD)
- g) Graves Tear Resistance (ASTM D1004):  
Maximum Force (lbs):  
Base Film: 40 (MD) / 40 (TD)  
Coated Film: 40 (MD) / 40 (TD)  
Maximum Extension (in):  
Base Film: 0.45 (MD) / 0.65 (TD)  
Coated Film: 0.50 (MD) / 0.57 (TD)  
Graves Area Tear Resistance (lbs%):  
Base Film: 1,100 (MD) / 1,300 (TD)  
Coated Film: 1,100 (MD) / 1,300 (TD)
- h) Puncture Propagation Tear Resistance (ASTM D2582):  
Coated Film: 9 lbf (MD) / 10 lbf (TD)

### 3.3 Solar Performance Properties: film applied to 1/4" thick clear glass

- a) Visible Light Transmission: 88%
- b) Visible Reflection: not more than 9%
- c) Ultraviolet Transmission: less than 1% (300 – 380 nm)
- d) Solar Heat Gain Coefficient: 0.79

### 3.4 Flammability: The Manufacturer shall provide independent test data showing that the window film shall meet the requirements of a Class A Interior Finish for Building Materials for both Flame Spread Index and Smoked Development Values per ASTM E-84.

- a) Flame Spread Index (FDI): 5
- b) Smoke Developed Index (SDI): 25

### 3.5 Abrasion Resistance: The Manufacturer shall provide independent test data showing that the film shall have a surface coating that is resistant to abrasion such that, less than 5% increase of transmitted light haze will result in accordance with ASTM D-1044 using 100 cycles, 500 grams weight, and the CS10F Calibrase Wheel.

#### Important:

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# Specifications

## Ultra S800

**3.6 Adhesion to Glass:** The Manufacturer shall provide independent test data showing that the film shall have a 90-degree peel strength (adhesion to glass) according to ASTM D-1044 of at least 6 lbs/in.

**3.7 Adhesive System:** The film shall be supplied with a high mass pressure sensitive weatherable acrylate adhesive applied uniformly over the surface opposite the abrasion resistant coated surface. The adhesive shall be essentially optically flat and shall meet the following criteria:

- Viewing the film from a distance of ten feet at angles up to 45 degrees from either side of the glass, the film itself shall not appear distorted.
- It shall not be necessary to seal around the edges of the applied film system with a lacquer or other substance in order to prevent moisture or free water from penetrating under the film system.

**3.8 Impact Resistance for Safety Glazing:** The Manufacturer shall provide independent test data showing that the film, when applied to either side of the window glass, shall meet the 400 ft-lb impact requirements of 16 CFR 1201 (Category 2) and ANSI Z97.1 (Class A, Unlimited). Testing shall be done with film applied both on 1/8" and 1/4" annealed glass.

**3.9 Windborne Debris Protection:** The Manufacturer shall provide independent test data showing the following:

- [reserved]
- [reserved]
- Film shall pass ASTM E330 at a design pressure of 100 psf with 3M Impact Protection Adhesive attachment system

**3.10 Bomb Blast Mitigation:** The Manufacturer shall provide independent test data showing the following:

- GSA Rating of "2" (Minimal Hazard) / ASTM F1642 "Minimal Hazard" with blast pressure of 7 psi and 44 psi\*msec blast impulse, on 1/4" annealed single pane glass and 3M Impact Protection Profile Attachment system
- GSA Rating of "2" (Minimal Hazard) / ASTM F1642 "Minimal Hazard" with blast pressure of 7 psi and 43 psi\*msec blast impulse, on 1/4" tempered single pane glass and 3M Impact Protection Profile Attachment system
- GSA Rating of "2" (Minimal Hazard) / ASTM F1642 "Minimal Hazard" with blast pressure of 7 psi and 42 psi\*msec blast impulse, on 1/4" annealed single pane glass and 3M Impact Protection Adhesive Attachment system
- GSA Rating of "2" (Minimal Hazard) / ASTM F1642 "No Hazard" with blast pressure of 7 psi and 42 psi\*msec blast impulse, on 1/4" tempered single pane glass and 3M Impact Protection Adhesive Attachment system
- GSA Rating of "2" (Minimal Hazard) / ASTM F1642 "Minimal Hazard" with blast pressure of 9 psi and 60 psi\*msec blast impulse, on 1" annealed double pane glass and 3M Impact Protection Profile Attachment system
- GSA Rating of "2" (Minimal Hazard) / ASTM F1642 "Minimal Hazard" with blast pressure of 10 psi and 89 psi\*msec blast impulse, on 1" annealed double pane glass and 3M Impact Protection Adhesive Attachment system

### 4.0 Requirements of the Authorized Dealer/Applicator (ADA)

**4.1** The ADA shall provide documentation that the ADA is authorized by the Manufacturer of the window film to install said window film as per the Manufacturer's specifications and in accordance with specific requests as to be determined and agreed to by the customer.

**4.2** Authorization of dealership may be verified through the company's 3M ID Number.

**4.3** The ADA will provide a commercial building reference list of ten (10) properties where the ADA has installed window film. This list will include the following information:

- \* Name of building
- \* The name and telephone number of a management contact
- \* Type of glass
- \* Type of film
- \* Amount of film installed
- \* Date of completion

#### Important:

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# Specifications

## Ultra S800

### 5.0 Requirements of the Manufacturer

5.1 The Manufacturer will ensure proper quality control during production, shipping and inventory, clearly identify and label each film core with the product designation and run number.

5.2 Materials shall be manufactured by:

3M Renewable Energy Division  
3M Center, Building 235  
St. Paul, MN 55144-1000

### 6.0 Application

6.1 **Examination:** Examine glass surfaces to receive new film and verify that they are free from defects and imperfections, which will affect the final appearance. Correct all such deficiencies before starting film application.

6.2 **Preparation:**

- a. The window and window framing will be cleaned thoroughly with a neutral cleaning solution. The inside surface of the window glass shall be scraped with stainless steel razor blades with clean, sharp edges to ensure the removal of any foreign contaminants without damages the glass surface.
- b. Drop cloths or other absorbent material shall be placed on the window sill or sash to absorb moisture accumulation generated by the film application.

6.3 **Installation:** The film shall be applied as to the specifications of the Manufacturer by an ADA.

- a. Materials will be delivered to the job site with the manufacturer's labels intact and legible.
- b. To minimize waste, the film will be cut to specification utilizing a vertical dispenser designed for that purpose. Film edges shall be cut neatly and square at a uniform distance of 1/8" (3 mm) to 1/16" (1.6 mm) of the window-sealing device.
- c. Film shall be wet-applied using clean water and slip solution to facilitate positioning of the film onto glass.
- d. To ensure efficient removal of excess water from the underside of the film and to maximize bonding of the pressure sensitive adhesive, polyplastic bladed squeegees will be utilized.
- e. Upon completion, the film may have a dimpled appearance from residual moisture. Said moisture shall, under reasonable weather conditions, dry flat with no moisture dimples within a period of 30 calendar days when viewed under normal viewing conditions.
- f. After installation, any left over material will be removed and the work area will be returned to original condition. Use all necessary means to protect the film before, during and after the installation.

### 7.0 Cleaning

The film may be washed using common window cleaning solutions, including ammonia solutions, 30 days after application. Abrasive type cleaning agents and bristle brushes, which could scratch the film, must not be used. Synthetic sponges or soft cloths are recommended.

### 8.0 Warranty

- a) The application shall be warranted by the film manufacturer (3M) for a period of \_\_\_\_ years in that the film will maintain solar reflective properties without cracking, crazing, delaminating, peeling, or discoloration. In the event that the product is found to be defective under warranty, the film manufacturer (3M) will replace such quantity of the film proved to be defective, and will additionally provide the removal and reapplication labor free of charge.
- b) 8.2 The film manufacturer (3M) also warrants against glass failure due to thermal shock fracture of the glass window unit (maximum value \$500 per window) provided the film is applied to recommended types of glass and the failure occurs within sixty (60) months from the start of application. Any glass failure must be reviewed by the film manufacturer (3M) prior to replacement.

#### Important:

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# 3M™ Impact Protection Adhesive Attachment System Installation Instructions

EXHIBIT B



3M™ Impact Protection Adhesive improves the overall performance of 3M Safety and Security Window Films. This unique window protection system combines the toughness of 3M's patented micro-layer safety film with 3M's world-class expertise in adhesives to help shield against impact energy from severe weather, earthquakes, bomb blasts or forced-entry events. The 3M Impact Protection System also helps protect against personal injury from flying glass.

## 3M Impact Protection Adhesive:

- Commercial and Residential Applications



The following procedure describes the materials and steps that are necessary to install the 3M™ Impact Protection Adhesive attachment system.

## Products Recommended:

- 3M™ Citrus Base Cleaner (3M I.D. No. 62-4615-4930-5)
- 3M™ Adhesive Remover, Citrus Base (3M I.D. No. 62-4667-2925-8)
- 3M™ Foaming Glass Cleaner (3M I.D. No. 70-0708-2870-5)
- 3M™ 0000, Super Fine Synthetic Steel Wool Pad (3M I.D. No. 70-0706-5285-7)
- 3M™ Scotch™ Safe Release™ Masking Tape (3M I.D. No. 98-0701-1931-2)
- 3M™ Scotch™ Long Mask™ Masking Tape (3M I.D. No. 98-0701-3183-8)
- 3M™ Impact Protection Adhesive

## Window Preparation

A thorough cleaning of the glazing and frame systems before applying film and attachment is required to remove all foreign matter and contaminants such as adhesives, grease, oil, dust, water, surface dirt, old sealant or glazing compounds by using 3M Citrus Base Cleaner, alcohol or commercial cleaning solution.

**Detergent or soap and water treatments are not recommended for this step.**

1. Assess the type of glazing stop and with an Olfa knife, trim as much of the rubber as possible without disturbing the window seal or allowing the rubber to fall into the glazing channel.
2. Spray the glazing bead, glass and frame surface with an appropriate cleaning product and remove with a lint free cloth. Repeat if necessary to remove all foreign materials from the glass and inside window frame surfaces. If the area is particularly dirty, a light scrub with a 3M 0000 Super Fine Synthetic Steel Wool Pad is recommended to loosen contaminants. Finish with a final cleaning if needed.
3. Spray the glass with 3M Foaming Glass Cleaner or a soap and water solution. Flush the glazing bead to glass area starting at the top and working down to drain or remove any remaining contaminant from the area. Scrape the glass with a razor to remove all foreign matter. Thoroughly clean the glass a final time with soapy water and a window cleaning squeegee. Wipe around the glazing bead and frame area one final time to remove all of the soap and water solution.

## Film Installation

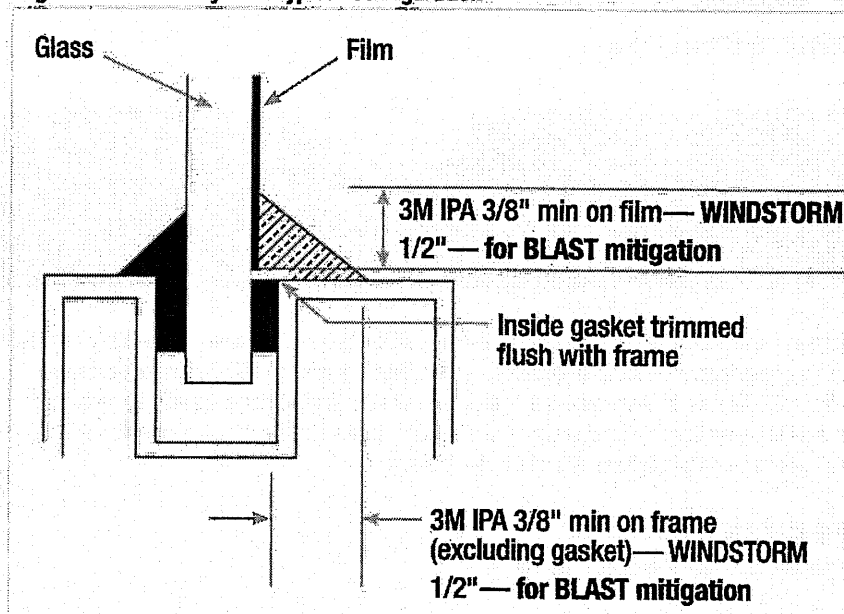
1. Apply the 3M™ Ultra Safety & Security Window Film to the glass, making sure that the film is installed as far into the glazing channel as possible. Cut film as you normally would around the remaining glazing bead. **Remember to leave enough spacing between film and glazing bead to facilitate the removal of the slip solution.**
2. Squeegee the film to the glass by pressing firmly to remove as much of the slip solution as possible, especially at the edges of the film. Two "edge-drying" methods can be used before applying the Impact Protection attachment system.
  - A. The panels can be left for a few weeks to ensure proper drying of the film before the IPA system is applied.— OR —
  - B. Using a hair dryer, gently heat and bump the edges of the film to hasten the removal and drying of the water from the edges. **Make sure that all of the soap and water solution has been removed from the film/glass/glazing channel before applying the IPA attachment system.**

**3M**

## Impact Protection Adhesive Installation

1. Apply a 1" (25mm) strip of 3M™ Scotch™ Safe Release™ White Masking Tape to the ultra film surface 3/8" (9mm) in from the edge of the film to all four sides.
2. Apply a 1" (25mm) strip of 3M Safe Release Blue Masking Tape to the window frame 3/8" (9mm) from the edge of the trimmed gasket. This will form a parallel sealant channel that will allow a uniform sealant bead to be applied to the glass/frame interface. **Note:** Use a clean drop cloth before proceeding to Step 3.
3. Apply a triangular bead of IPA Impact Protection Adhesive, and tool as needed to form an acceptable finish. Refer to Figure 1. **Read and follow all product information and installation instructions provided by 3M Company.** We recommend you start in a corner and apply the sealant bead out approximately 6". Then turn the gun and push the sealant bead to the next corner where the same method is repeated. **Pushing the sealant bead will insure proper penetration and minimize the chances of air gaps in the bead.** Pulling the gun can also be done if confident no air gaps are formed.
4. Smooth the sealant bead with an appropriate tool, if necessary, to give a finished look. Tooling should be completed in one continuous stroke immediately after adhesive application and before a skin forms.

Figure 1. 3M™ IPA System Typical Configuration



5. Carefully remove the two masking strips from the glass/frame immediately after tooling. Do not allow the excess adhesive to contact the film, frame or flooring surfaces. A light colored drop cloth is needed to protect the work area. **Be careful not to step on adhesive and transfer it to surrounding surfaces.**

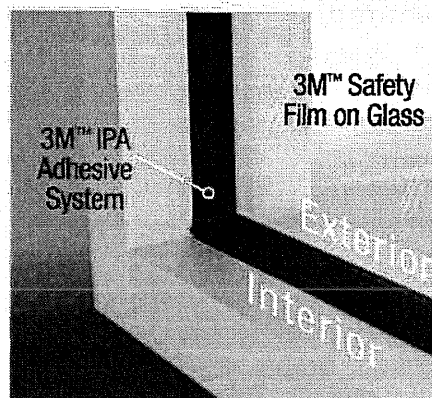
**Note:** Should you get some of the adhesive on the surrounding surfaces, an application and gentle wipe with a 3M Citrus Based Cleaner is recommended.

Curing time for the IPA will vary depending on temperature and relative humidity. It is not recommended to clean the film/IPA system for at least 36 hours following the installation. Full curing/adhesion can take up to 7 days, depending on conditions.

Table 1

Property	Test Method Used	Units	3M IPA
Curing Time (25°C (77°F), 50% RH)		days	3-7
Full Adhesion		days	7-14
Tack-Free Time (25°C (77°F), 50% RH)	ASTM D5895	minutes	21
Flow, Sag or Slump		inches	0
Working Time (25°C (77°F), 50% RH)		minutes	10-20
Specific Gravity		n/a	1.403
VOC content		g/L	16
<b>As Cured — After 21 Days at 25°C (77°F), 50% RH</b>			
Ultimate Tensile Strength	ASTM D0412	psi (Mpa)	380 (2.62)
Ultimate Elongation	ASTM D0412	%	640
Durometer Hardness, Shore A	ASTM D2240	points	38-39
Tear Strength, Die B	ASTM D0624	ppi	72

Bomb Blast and Windstorm Testing results available upon request.



**IMPORTANT NOTICE: 3M MAKES NO PERFORMANCE PROMISES OR OTHER REPRESENTATIONS ABOUT THE EFFECTIVENESS OF THE IPA ATTACHMENT SYSTEM FOR USE WITH 3M WINDOW FILM IN A PARTICULAR APPLICATION.** All statements, technical information and recommendations contained in these IPA Attachment System Installation Instructions are based on tests believed to be reliable. However, many factors beyond the control of 3M can affect the use and performance of the 3M products in particular applications. Because these factors are uniquely within the user's knowledge and control, it is essential that the user evaluates and determines whether the 3M Ultra Safety & Security Window Film and/or 3M Impact Protection Adhesive Attachment System are appropriate for the particular application.



### Building and Commercial Services Division

3M Center, Building 223-2N-21  
St. Paul, MN 55144-1000  
[www.3M.com/windowfilm](http://www.3M.com/windowfilm)

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Please recycle. Printed in U.S.A.  
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70-0709-0322-7

For more information,  
please call 1-800-480-1704  
or visit us at [www.3M.com/windowfilm](http://www.3M.com/windowfilm)

List of SMCPS School and Office Locations

Benjamin Banneker Elementary School  
27180 Point Lookout Road  
Loveville, Maryland 20656

Hollywood Elementary School  
44345 Joy Chapel Road  
Hollywood, Maryland 20636

Captain Walter Francis Duke Elementary School  
23595 Hayden Farm Lane  
Leonardtown, MD 20650

Leonardtown Elementary School  
22885 Duke Street  
Leonardtown, Maryland 20650

Chesapeake Public Charter School  
20945 Great Mills Rd.  
Lexington Park, MD 20653

Leonardtown High School  
23995 Point Lookout Road  
Leonardtown, Maryland 20650

Chopticon High School  
25390 Colton Point Road  
Morganza, Maryland 20660

Leonardtown Middle School  
24015 Point Lookout Road  
Leonardtown, Maryland 20650

Dynard Elementary School  
23510 Bushwood Road  
Chaptico, Maryland 20621

Lettie Marshall Dent Elementary School  
37840 New Market Turner Road  
Mechanicsville, Maryland 20659

Esperanza Middle School  
22790 Maple Road  
Lexington Park, Maryland 20653

Lexington Park Elementary School  
20833 Great Mills Road  
Great Mills, Maryland 20634

Fairlead Academy I  
20833 Great Mills Road  
Great Mills Md. 20634

Margaret Brent Middle School  
29675 Point Lookout Road  
Helen, Maryland 20635

Fairlead Academy II  
24009 Point Lookout Rd.  
Leonardtown, MD 20650

Mechanicsville Elementary School  
28585 Three Notch Road  
Mechanicsville, Maryland 20659

Great Mills High School  
21130 Great Mills Road  
Great Mills, Maryland 20634

Oakville Elementary School  
26410 Three Notch Road  
Mechanicsville, MD 20659

Greenview Knolls Elementary School  
45711 Military Lane  
Great Mills, Maryland 20634

Park Hall Elementary School  
20343 Hermanville Road  
Park Hall, Maryland 20667

Green Holly Elementary School  
46060 Millstone Landing Road  
Lexington Park, Maryland 20653

Piney Point Elementary School  
44550 Tall Timbers Road  
Tall Timbers, Maryland 20690

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Ridge Elementary School  
49430 Airedale Road  
Ridge, Maryland 20680

Spring Ridge Middle School  
19856 Three Notch Road  
Lexington Park, Maryland 20653

Town Creek Elementary School  
45805 Dent Drive  
Lexington Park, Maryland 20653

White Marsh Elementary School  
29090 Thompson Corner Road  
Mechanicsville, Maryland 20659

Division of Supporting Services  
27190 Point Lookout Road  
Loveville, MD 20656

Board of Education  
23160 Moakley Street  
Leonardtown, MD 20650

Central Offices – Bldg. #2  
23130 Moakley Street  
Leonardtown, MD 20650

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## **BID SUBMISSION CHECKLIST**

### **ITB # SMCPS-2019-SS-SWF** **DEPARTMENT OF SAFETY AND SECURITY** **INSTALLATION OF SECURITY WINDOW FILM**

Before you seal your bid, please make sure you have included the following items:

- \_\_\_\_\_ **Attachment 1 – Contractor Statement of Experience**
- \_\_\_\_\_ **Attachment 2 – Bid Submission Form**
  - Are there any deviations to this bid? If so, you must attach information to Attachment 2.
  - Make sure you have completed all information and it is legible.
- \_\_\_\_\_ **Attachment 3A and 3B – Business Relationship Affidavit and Certification of Compliance with Maryland Sex Offender Law including Contractor Response Form**
  - Make sure you have completed all information and it is legible.
  - Make sure the forms are signed by person duly authorized to represent the firm.
- \_\_\_\_\_ **Attachment 4 – Specifications, Pricing and Delivery Information Sheet**
  - Insert unit prices and extended prices.
  - Do not make changes to the bid form.
  - Make sure you have an authorized signature, title, and date.
- \_\_\_\_\_ **Attachment 5 – References**
  - Complete the form (even if you have been doing business with SMCPS for years—this form is required).
  - Make sure the references you give are for similar products/services that are in the bid you are responding to.
  - Verify your contact names and telephone numbers before you submit the form.
- \_\_\_\_\_ **Attachment 6 – Minority Business Enterprise Utilization Affidavit**
- \_\_\_\_\_ **Attachment 7 - No Bid Form (as applicable)**
- \_\_\_\_\_ **Attachment 8 – W-9**
- \_\_\_\_\_ **Addenda if any issued. Must sign and return Acknowledgement of Receipt.**

Other: *CAI, Maryland of State License*

**CONTRACTOR'S STATEMENT OF EXPERIENCE**

**Installation of Security Window Film**

Each prospective bidder must submit this Contractor's Statement of Experience with all portions completed, including any required attachments.

The undersigned declares under penalty of perjury that all of the qualification information submitted with this form is true and correct and that this declaration was executed in Prince William County, Virginia, on December 17, 2018.

Chris Martin

Sales Manager

(Name and Title) printed or typed

Chris Martin

(Signature)

Atlantic Sun Control Inc.

(Firm Name)

8601 Quarry Road

(Address)

Manassas, VA 20110

(City, State, Zip Code)

571.221.2549

(Telephone Number)

Each prospective bidder must answer all of the following questions and provide all requested information, where applicable. Any prospective bidder failing to do so may be deemed to be not responsive with respect to this procurement at the sole discretion of St. Mary's County Public Schools. All information submitted for qualification evaluation will be considered official information acquired in confidence, and St. Mary's County Public Schools will maintain its confidentiality to the extent permitted by law. Any prospective bidder found to be not qualified as a result of the bidder's answers to this Contractor's Statement of Experience will receive written response with St. Mary's County Public Schools' decision. Prospective bidders found to be not qualified will be deemed "not responsible" and their bids will be ineligible. The decision of the Department of Safety and Security is final as to a determination of responsibility. The determination of responsibility pertains solely to this procurement, ITB-SMCPS-2019-SS-SWF.



## 1. License

What license or licenses does your firm hold in the State of Maryland?

Name of license holder exactly as on file:

A Home Sun Control, INC.

License classification: out of state contract or

License code: 66

License number: 13345749

Date issued: 4/19/2018

Expiration date: Apr. 30, 2019

Has your firm's license ever been suspended or revoked? YES ☐ NO ☒

## 2. Experience installing window safety film

- a. Has your firm been in continuous operation for the last five years in the field of window safety film installation?

YES ☒ NO ☐

- b. Provide the following information **two** projects. The projects must demonstrate the experience of working in a school environment as a contractor performing similar duties and tasks as described in the specification/scope of work.

### Project No. 1:

1. Project name and location: Luray and Page County Schools
2. Describe the project:  
Supply - install 3m clear ultra 800 with  
four sided adhesive to various schools (17) locations
3. Name and telephone number of contact:  
Tim Harris 540.743.0533 ext. 2804
4. Date contract was completed: December 2018
5. Contract amount: \$ 22,000.00
6. Contract time: 30 days
7. Percentage of work subcontracted: 0 %

**Project No. 2:**

1. Project name and location: U.S. Federal Prison / MDC Brooklyn
2. Describe the project:  
Supply and install film with attachment system  
in Federal Prison - 19,000 sq ft
3. Name and telephone number of contact:  
Don Fox 410-808-7982
4. Date contract was completed: 2/3/2017
5. Contract amount: \$ 104,000.00
6. Contract time: 30 days
7. Percentage of work subcontracted: 0 %

**3. Surety and Insurance Information**

- a. Is your firm able to obtain performance and payments bonds up to a contract amount of \$250,000 from a Surety registered in Maryland?

YES ☐ NO ☒

If yes, please provide name, address, and telephone number of Surety office:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- b. Provide the following insurance information:

Amount of General Liability: Bodily Injury \$ 1,000,000

Property Damage: \$ 5,000,000

Provide Name, Contact, and Telephone Number of Insurance Agency:

Priscilla G. Hottle  
Eric Insurance Exchange  
540.351.0862

#### 4. Claims History

- a. Provide the following information on successful claims by an Owner against your firm or by your firm against an Owner since **January 1, 2014**. Include claims resolved by arbitration, or litigation. (Provide a sheet for each claim.)

1. Project name and location: n/a
2. Name and telephone number of owner: \_\_\_\_\_
3. Contract amount: \$ \_\_\_\_\_
4. Contract time: \_\_\_\_\_ days
5. Nature of claim: \_\_\_\_\_
6. Amount of claim in money and time: \$ \_\_\_\_\_, \_\_\_\_\_ days
7. Final resolution of claim for your firm: \$ \_\_\_\_\_, \_\_\_\_\_ days
8. Final resolution of claim against your firm: \$ \_\_\_\_\_, \_\_\_\_\_ days

#### 5. Disqualification

- a. Has your firm ever been formally barred from performing work for the State of Maryland, a county agency in Maryland, or a school system in Maryland?

YES \_\_\_\_\_ NO ☒

If yes, provide the following information for each such action:

1. Facility: n/a
2. Project name: \_\_\_\_\_
3. Date of disqualification: \_\_\_\_\_
4. Duration of disqualification: \_\_\_\_\_
5. Reason for disqualification: \_\_\_\_\_

The following space is provided for further explanations of the answers to any questions asked in this Contractor's Statement of Experience.

n/a

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**BID SUBMISSION FORM****SIGNATURE PAGE**

I/we understand that St. Mary's County Public Schools (SMCPS) reserves the right to reject any or all proposals and to award to other than the low Contractor if deemed in the best interest of the SMCPS.

I/we certify that this proposal is made without any previous understanding, agreement, or connection with any person, firm or corporation submitting a proposal for the same services and is in all respects, fair and without any collusion or fraud.

I/we certify that our company, its officers, directors, partners, or any employees have not been convicted of bribery, attempted bribery, or conspiracy to bribe.

In addition, that no member of the Board of Education of St. Mary's County, Administrative or Supervisory personnel or other employees of SMCPS has any interest in the bidding company except as follows:

Are there any deviations to this bid? NO (Yes or No). If yes, please attach to this page.

Name of Firm Atlantic Sun Control Inc.  
Address 8621 Quarry Road  
Manassas, VA. 20108  
Telephone No. 703 631. 8536  
Fax No. 703. 330. 5627  
Email Address Cmartin@AtlanticSun.net  
Signature Chris J. Martin  
Name Chris Martin  
Title Sls Manager

**BUSINESS RELATIONSHIP AFFIDAVIT**

CONTRACTOR MUST COMPLETE AND SIGN THIS DOCUMENT AND RETURN TO THE SMCPs IN THE SAME SEALED ENVELOPE CONTAINING THE ITB/FPM AND OTHER PERTINENT ITB INFORMATION

I HEREBY CERTIFY THAT I am (Title) Chris Foster Kevin M. #1 - GHS Manager

and the duly authorized representative of the firm

Atlantic Sun Control, Inc.

whose address

is 8621 Quarry Road Manassas, Va. 20110

and that I possess the legal authority to make these testimonies on behalf of myself and the firm for which I am acting.

**NON-COLLUSION CERTIFICATION**

Neither I, nor to the best of my knowledge, information and belief, the above firm nor any of its other representatives I here represent have agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the ITB/RFP or offer being submitted herewith; not in any manner, directly, or indirectly, entered into any agreement, participated in any collusion to fix the ITB/RFP price, or price proposal of the bidder, or offer or 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/RFP or offer is submitted.

**ANTI-BRIBERY AFFIDAVIT**

Neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State of any county, bi-county, or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions committed after July 1, 1977 which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government.

**CIVIL RIGHTS COMPLIANCE**

We fully comply with Title VI of the Civil Rights Act of 1964 (PL88-352).

In signing this document I represent that I have personal knowledge of all the matters and facts herein stated, and do solemnly declare and affirm under the penalties of perjury that the contents of this document are true and correct.

December 2018

St. Mary's County Public Schools

Department of Safety and Security - Installation of Security Window Film

ITB #SMCPs-2019-SS-SWF

In signing this document I represent that I have personal knowledge of all the matters and facts herein stated, and do solemnly declare and affirm under the penalties of perjury that the contents of this document are true and correct.

Dec. 13, 2018

Date

Chris E. Martin

Signature

Chris E. Martin

Printed or Typed Name

December 2018

St. Mary's County Public Schools

Department of Safety and Security - Installation of Security Window Film

ITB #SMCPS-2019-SS-SWF

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**CONTRACTOR/SUBCONTRACTOR'S CERTIFICATION OF COMPLIANCE  
WITH MARYLAND SEX OFFENDER LAW**

I, Albert S. Smith, hereby certifies as follows:

Name of Contractor

I has complied, and will continue to comply with § 6-113 of the

Education Law Article, which provides that a contractor or subcontractor 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 a crime involving:

- (1) An offense under § 3-307 or § 3-308 of the Criminal Law Article, or an offense under the laws of another state that would constitute a violation of § 3-307 or § 3-308 of the Criminal Law Article if committed in the State;
- (2) Child sexual abuse under § 3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under § 3-602 of the Criminal Law Article if committed in this State;
- (3) A crime of violence as defined in § 14-101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of § 14-101 of the Criminal Law Article if committed in this State.

**Contractor/Subcontractor's Certification of Compliance  
With Maryland Criminal History Records Check Requirement**

I, Albert S. Smith, hereby certifies as follows:

I has complied, and will continue to comply with § 5-561 of the Family Law Article of the Maryland Code, which provides that a contractor or subcontractor shall require an employee that will have direct, unsupervised, and uncontrolled access to children in a public school to obtain a criminal history records check.

**Certification**

The undersigned Contractor hereby certifies to the St. Mary's County Board of Education that no employee, subcontractor, subcontractor employee, or material supplier that is a registered sex offender will be allowed to enter onto school system property at any time in the performance of the work or services for which the contract is awarded.

Name of Individual/Organization (Contractor): Chris Martin - Atlantic Security, Inc

(Print or type name)

Name of Authorized Representative:

Chris Martin

(Print or type name)

Signature of Authorized Representative:

Chris Martin



**CONTRACTOR RESPONSE FORM**

Contractor shall attach to this page a complete and accurate list of the individuals it may directly employ, or who have been subcontracted, who will have direct, unsupervised or uncontrolled access to children while performing work for St. Mary's County Public Schools (SMCPS) is attached. In addition, the contractor shall check the statements below that apply and return this documentation with a responsive proposal:

- ☒ No individuals, employees or subcontractors will have direct, unsupervised or uncontrolled access to children while performing work for St. Mary's County Public Schools (SMCPS)
- ☐ These individuals named on the attached list have or will have undergone a criminal background check, including fingerprinting within the last 12 months.
- ☐ Upon notice of award, the successful contractor shall be required to register all employees including subcontractors who perform work for St. Mary's County Public Schools, using the St. Mary's County Public Schools, Department of Safety and Security Cognito Forms.

SIGNATURE: Ch. 11/11/17  
DATE: 1/2/17  
COMPANY NAME: Atlantic Sun Control Inc

Maryland law requires that contractors may not knowingly employ a registered sex offender to work in a school. In addition, a contractor may not knowingly assign a member of its workforce to work on school premises with direct, unsupervised, and uncontrolled access to children, if the individual has been convicted of, or pled guilty or nolo contendere, to certain sexual abuse offenses, child sexual abuse offenses, and crimes of violence.

**ATTACHMENT 4**

**SPECIFICATIONS, PRICING AND DELIVERY INFORMATION SHEET**

**ITB # SMCPS-2019-SS-SWF – INSTALLATION OF SECURITY WINDOW FILM**

**PURPOSE:** The Board of Education of St. Mary's County on behalf of St. Mary's County Public Schools (SMCPS) is requesting sealed bids from experienced and qualified Contractors to furnish and install security window film on windows and doors at multiple SMCPS school and office locations. SMCPS reserves the right to award the requirements of this bid in total or in part as is determined to be in the best interest of SMCPS. SMCPS reserves the right to make multiple awards. The resulting contract will be awarded for a period of one year with two (2) one-year options to renew.

Exhibit C of this bid document lists the school and office locations that are included in the scope of this bid. Installation of security window film may be requested at any of these locations throughout the duration of the contract. SMCPS may add additional facilities during the term of the contract.

**NOTES:** Contractor shall perform services as detailed in Section VI "Specifications." The total cost per square foot offered to perform these services shall include all labor, supplies, materials, equipment, disposal, and parts required to perform these services in accordance with the specifications.

**INSTALLATION OF SECURITY WINDOW FILM**

Item Number	Description	Total Cost per Square Foot
1	Furnish and install Security Window Film as specified in ITB #SMCPS-2019-SS-SWF at a single location with total square feet of 0 to 500 sq. ft.	10.50
2	Furnish and install Security Window Film as specified in ITB #SMCPS-2019-SS-SWF at a single location with total square feet of 501 to 1,200 sq. ft.	10.50
3	Furnish and install Security Window Film as specified in ITB #SMCPS-2019-SS-SWF at a single location with total square feet of 1,201 to 2,600 sq. ft.	10.50
4	Furnish and install Security Window Film as specified in ITB #SMCPS-2019-SS-SWF at a single location with total square feet greater than 2,600 sq. ft.	10.50

Please state warranty period for material to be installed: 12

**Additional Work:**

Services, repairs, materials and/or parts performed and/or supplied outside the scope of work and Specifications must have the prior written approval of SMCPS to qualify as an extra cost item. The Contractor shall be paid only for work that is authorized and accepted by SMCPS as satisfactorily completed.

Regular Hourly Labor Rate shall be in effect from 7:00 A.M. until 3:30 P.M. and a Shift Differential Hourly Labor Rate shall be in effect from 3:30 P.M. until 11:00 P.M., Monday through and including Friday. These rates are for any one (1) individual on site working eight (8) or less consecutive hours. The Regular Hourly Labor Rate and the Shift Differential Hourly Labor Rate are the rates bid and invoiced per person, per hour.

a. Regular Hourly Labor Rate: 23.00/hr

b. Shift Differential Hourly Labor Rate: 34.00/hr

c. Regular Hourly Labor Rate (Helper): 12.00/hr

d. Shift Differential Hourly Labor Rate (Helper): 18.00/hr

e. Mark-up % for additional materials required: 3 %

Hourly rates offered by Contractor shall be fixed rates for service throughout the entire term of the contract.

Overtime Rate is 1.5 times the Regular Hourly Labor Rate or the Shift Differential Hourly Labor Rate. Overtime will be paid for hours other than those specified in the both of those rates.

NOTE: SMCPs does not pay any overtime rates unless prior authorization is received.

AUTHORIZED SIGNATURE, TITLE AND DATE  
Chris / 1 Hour - 5 hrs Reproductive 1-2-19

Bid price shall be valid for ninety (90) days after bid opening date. All bids shall include F.O.B. destination.

## REFERENCES

Department of Labor - Gilbane Construction	201 19th Street	Arlington, VA	240.393.9079	EMAIL:	America Kengler	28,000 sq. feet security film and 3000 sq. feet of decorative film	U.S. State Department	1400 Wilson Blvd.	Arlington, VA. 22209	804.267.7211	EMAIL:	Mark Lindsey	89,000 sq. feet security film	Wy Smith School	13625 Eos Drive	Reston, VA. 20171	703.652.6007	EMAIL:	Wayne More	15 mil security film installation
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**MINORITY BUSINESS ENTERPRISE UTILIZATION AFFIDAVIT**

→ Name of Bidder Atlantic Security Inc. Bid Title: Dept. of Safety and Security – Installation of Security Window Film

→ Date: 1/8/19 Bid No. SMCPS-2019-SS-SWF

Please respond to the questions as follows:

Check One

Yes No

1. Minority Business Enterprise?
2. If the response to Question 1 is "No", have Minority Business Enterprises provided any services or supplied Any items associated with your response to this ITB?

— ☒ Yes

— ☒ No

Note: If the response to Question 2 is "Yes", please proceed with completing the balance of the form. If the response to Question 2 is "No", do not complete the balance of the form other than signature and title.

<u>Name and Address of Minority Business Enterprise</u>	<u>Type of Service or Materials/Supplies</u>	<u>Agreed Price</u>	<u>Percent of Total Bid</u>

Total Bid \$ \_\_\_\_\_

Total Minority Business Enterprise Bid \_\_\_\_\_

Percent of Total Minority Business Enterprises Contract \_\_\_\_\_ %

→ Chris H. Hant Sales Representative ← → 1/8/19

Signature Title Date

**ST. MARY'S COUNTY PUBLIC SCHOOLS**  
**Purchasing Office**  
**23160 Moakley Street, Suite 107**  
**Leonardtown, MD 20650**

Bid Title: Department of Safety and Security – Installation of Security Window Film

Bid No. SMCPS-2019-SS-SWF

**NO BID REPLY FORM**

**Contractor Information:**

Company Name	_____
Address	_____
City, State, Zip Code	_____
Contact Person	_____
Phone	_____
Fax	_____
Email Address	_____

To assist the Purchasing Office of St. Mary's County Public Schools in obtaining competition for bids, we ask that each firm that has received an invitation to bid, but does not wish to bid, state their reason(s) below. This information will not preclude receipt of future invitations to bid unless you request removal from the bidder's list by so indicating below. This form can be returned to the Purchasing Office by fax to 301-475-4228.

**Contractor Statement:**

Unfortunately, we must offer a "No Bid" at this time because:

- \_\_\_\_\_ 1. We are not able to participate in the bid process at this time. Please keep us on the bidder's list for notification of future opportunities.
- \_\_\_\_\_ 2. We do not sell the item(s)/service(s) requested in the specifications.
- \_\_\_\_\_ 3. We do not feel we can be competitive.
- \_\_\_\_\_ 4. Other:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_