

DIVISION 0 - CONDITIONS OF THE CONTRACT

**SECTION 00020 - NOTICE TO CONTRACTORS**

Division of Construction  
MONTGOMERY COUNTY PUBLIC SCHOOLS  
2096 GAITHER ROAD  
SUITE 203  
ROCKVILLE, MARYLAND 20850

**NOTICE TO CONTRACTORS**

**ON-CALL CONSTRUCTION SERVICES FOR GENERAL CONTRACTORS  
FOR PROJECTS UNDER \$1M  
AND ON-CALL CONSTRUCTION SERVICES FOR SYSTEMIC MECHANICAL PROJECTS**

The Technical Offer of multi-step bids will be received on a continuous basis by the Montgomery County Board of Education, 2096 Gaither Road, Suite 203, Rockville, Maryland 20850, for General Construction projects of interior space to comply with ADA, Building Modifications and Program Improvements, and other projects of smaller scope as they may arise, as well as systemic HVAC Replacement Projects anticipated to be funded in the FY 2011 Capital Budget. These projects will be bid between March 2010 and February 2011, contingent upon funding approval from the Montgomery County Council.

All Technical Offers will be delivered to the Division of Construction, after which they will be reviewed and scored. It is the intent of Montgomery County Public Schools (MCPS) to technically qualify contractors for all projects equal to or less than the largest scope of projects they have successfully completed. **Only contractors receiving a minimum technical proposal score of 75 will be considered qualified to submit a bid price.**

Potential bidders who are not pre-qualified by Montgomery County Public Schools must submit a technical offer for pre-qualification and be prequalified **and approved** not less than 30 days before the bid date. The general contractor pre-qualification form is available online through the Montgomery County Public Schools at: [www.montgomeryschoolsmd.org/departments/construction/bids/bidnotice.shtm](http://www.montgomeryschoolsmd.org/departments/construction/bids/bidnotice.shtm).

Specifications and drawings will be issued to **approved** Contractors as they become available for bidding.

Award of contracts for the school projects contemplated by this Notice may only be made to bidders that Montgomery County Public Schools deems to be fully qualified and responsible. Montgomery County Public Schools considers the ability and reliability to timely complete projects to be a critical aspect of being fully qualified and responsible. Accordingly, contractors will be required to submit a listing of all projects completed in the past 24 months, one of which **must** be a K-12 school of similar size, scope, and duration.

The Technical Offer shall be enclosed in a sealed envelope. The bidder shall be responsible for clearly marking the following data on the envelope: 1. Technical Offer for On-Call Construction Services or Technical Offer for Systemic Mechanical Projects, 2. Name and address of firm submitting the bid, and 3. Addressed to Division of Construction, 2096 Gaither Road, Suite 203, Rockville, Maryland 20850.

Questions regarding the Technical Offer should be referred to **Theresa Miller at Theresa\_G\_Miller@mcpsmd.org**, Division of Construction, 2096 Gaither Road, Suite 203, Rockville, Maryland 20850. **Contact by email is preferred.**

Minority business enterprises are encouraged to respond to this solicitation notice.

The Contractor or supplier who provides materials, supplies, equipment, and/or service for these projects shall attempt to achieve the goals as stated in individual projects, directly or indirectly, from Maryland Department of Transportation (MDOT)-certified minority business enterprises (MBE).

The Offeror shall submit the required MBE forms contained in the solicitation with the proposal, and failure to submit these forms may result in the bid being determined as non-responsive.

Instructions pertaining to the bid bond, performance, and materials payment bond requirements are set forth in Section 00100, "Technical Offeror Instructions" for MCPS On-Call Construction Projects and compliance with same shall be the responsibility of the Contractor submitting the bid.

The conditions contained in this "Notice to Contractors," by their issuance, become a part of the Contract requirements.

The Board of Education reserves the right to waive any informalities or immaterial deviations in the bids, or to reject, any or all bids.

BY ORDER OF THE BOARD OF EDUCATION

(Original signed by)

JAMES SONG, DIRECTOR  
DIVISION OF CONSTRUCTION

**END OF SECTION**  
00020

Montgomery County Public Schools Facilities Guide  
DIVISION 0 - CONDITIONS OF THE CONTRACT

**SECTION 00100 - INSTRUCTIONS TO POTENTIAL OFFERORS FOR ON-CALL CONSTRUCTION CONTRACTS AND SYSTEMIC HVAC REPLACEMENTS FOR MCPS PROJECTS TO BE BID BETWEEN MARCH 2010 AND FEBRUARY 2011**

**PART 1 - OBJECTIVES**

- 1.1 The objective of this Request is for Montgomery County Public Schools (herein referred to as the Owner or MCPS) to independently evaluate and qualify On-Call Contractors to submit bids for the general construction of projects under \$1M and Systemic Mechanical Projects. All construction is contingent upon FY 2011 funding approval for the individual projects by the Montgomery County Council. Offerors are to submit only their qualifications to MCPS at this time. The independent evaluation will be done through Rating Source, 465 South Orlando Avenue, #401, Maitland, FL 32751.
- 1.2 The Multi-Step Bid process is being used to identify and pre-qualify those companies with the relevant quantitative experience, requisite skills, and successful work history necessary to perform the required work. Companies are invited to submit their technical qualifications in accordance with the requirements set forth herein.
- 1.4 Those companies achieving the minimum requisite score on their technical proposals will be deemed qualified to submit bids. Bids received from companies that have not been qualified to submit will not be considered.
- 1.5 It is imperative that the instructions in this technical offer be followed. Incomplete submissions will be rejected.
- 1.6 All work performed under this contract shall be in accordance with the MCPS "General Conditions of the Contract for Construction" AIA A201 2007 as modified or supplemented by any amendments as set forth in Section 00700, the Contract Drawings, the Technical Specifications, any Addenda, and other components of the Contract.
- 1.7 It is the intent of MCPS to technically qualify Contractors for all projects equal to or less than the largest scope of projects they have successfully completed. Contractors deemed qualified to bid on projects of a particular scope will be notified via fax and e-mail of availability of drawings and specifications for upcoming bids.
- 1.8 Upon completion of the evaluation of all Technical Offers submitted in response to this solicitation, construction documents and drawings will be issued to those On-Call Contractors achieving the minimum or better technical score of **75**. Scoring of proposals is weighted as follows:

Average Ratings Provided By References	75 points
Overall Qualification and Project Capacity	25 points

- 1.9 Contracts will be awarded to the lowest qualified bidder for the individual projects and written on MCPS Purchase Orders. All conditions contained in the Technical Offer instructions as well as the individual project specifications are incorporated by reference into the MCPS Purchase Order.
- 1.10 A debriefing of an unsuccessful Offeror will be conducted upon written request submitted to the Division of Construction, Montgomery County Public Schools, 2096 Gaither Road, Suite 203, Rockville, Maryland 20850, within 30 days of status notification. A debriefing shall be scheduled at the earliest feasible time. The debriefing shall be limited to a discussion of the unsuccessful Offeror's technical qualifications only and shall provide information on areas in which it was deemed weak or deficient.

## **PART 2 - PRE-QUALIFICATION**

- 2.1 Applicants shall submit qualification information in accordance with the requirements identified herein. The MCPS Procurement Officer or his representative may, at his discretion, contact one or more Applicants during the evaluation process for clarification of any entries submitted by the Applicant and may request additional information. Such additional information must be submitted to MCPS no later than five (5) days after the request.
- 2.2 The decision to pre-qualify an Applicant shall be based primarily on the information submitted as part of the Technical Offer. The pre-qualification shall not be construed to constitute a determination that the applicant has met the requirements of the contract bid proposal. Furthermore, MCPS reserves the right to reevaluate or change pre-qualification decisions based on information received at any time up to the final construction bid award. Previous project experience with Montgomery County Public Schools will be considered even if those projects are not submitted for evaluation.

## **PART 3 - ISSUING OFFICE**

- 3.1 The Issuing Office is:

Montgomery County Public Schools  
Division of Construction  
2096 Gaither Road, Suite 203  
Rockville, Maryland 20850  
Attn: Theresa Miller  
Phone: 240-314-1002  
Fax: 240-314-1036  
E-mail: Theresa\_G\_Miller@mcpsmd.org **Contact by e-mail is preferred.**

- 3.2 The Issuing Office shall be the sole point of contact for purposes of preparing this Technical Offer.

## **PART 4 - PRE-BID MEETING**

- 4.1 Pre-bid meetings may be held at dates, times, and locations to be determined following notification of those firms deemed "qualified to bid." Attendance is not mandatory, but is strongly recommended as additional information may result.

## **PART 5 - TERMINOLOGY**

- 5.1 All references in this Request for Multi-Step Bid to Contractor, Proposer, Offeror, Architect, and other person or persons are made relative to the singular person, male gender (e.g., "he", "him", "his", etc.). These are intended only as generic terms relative to number and gender, and are employed solely to simplify text and to conform to commonly used construction specifications language.

## **PART 6 - QUESTIONS AND INQUIRIES**

- 6.1 Questions and inquiries shall be directed to the individual referenced with the Issuing Office above. The Issuing Office will be open from 8:30 a.m. to 5:00 p.m. weekdays. **Contact by e-mail is preferred.**
- 6.2 Items affecting the scope of work or conditions of the contract shall be subject to the conditions of any Addenda issued.

## **PART 7 - DUE DATE AND TIME**

- 7.1 One original, plus one copy (total of two), of the Technical Offer must arrive at Montgomery County Public Schools, Division of Construction, 2096 Gaither Road, Suite 203, Rockville, MD 20850, in

order to be considered. Contractors are requested to clearly mark the original copy as such.

- 7.2 The due date for Bid Prices of those Bidders achieving the required minimum or better technical score will be announced with the issuance of the 100% bid documents for each project.
- 7.3 Firms mailing Technical Offers and/or Bid Prices shall allow sufficient mail delivery time to insure timely receipt by Montgomery County Public Schools, Division of Construction, 2096 Gaither Road, Suite 203, Rockville, MD 20850. Submissions shall be stapled or bound in a folder. No notebooks, binders, or photos please. Technical Offers and/or Bid Prices must be submitted in a sealed envelope. The envelope shall have the Firm's name prominently displayed, along with the words "TECHNICAL OFFER". Multi-Step Bids or unsolicited amendments to Multi-Step Bids arriving after the due date and time will not be considered.
- 7.4 Bids received from those who have not been pre-qualified will not be considered.
- 7.5 **NO** bids submitted via fax or e-mail will be accepted.

#### **ARTICLE 8 - INSURANCE REQUIRED BY THE CONTRACTOR**

- 8.1 The CONTRACTOR shall purchase and maintain insurance as set forth in Section 11.1 of the General Conditions. Such insurance shall be written for not less than the following limits, or greater if required by law:
  - 8.1.1 Commercial General Liability with a combined single limit for Bodily Injury, Personal Injury and Property Damage of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This insurance shall be primary insurance with respect to any other insurance or self-insured programs afforded to, or maintained by the OWNER. The policy is to include a per project/per location general aggregate limit and a Waiver of Subrogation is to be added in favor of the OWNER, its directors, employees, representatives, and agents in strict accordance with Section 11.1.8 of the General Conditions. If deductibles apply to any coverages herein, other than "large deductible" programs, deductibles may not exceed \$5,000.00. If a large deductible program applies to the coverages hereunder, collateral shall be provided to the carriers providing said coverages. Coverage shall be written on an occurrence form and include coverage for:
    - .1 premises/operations resulting from performance of the Work provided for in this Contract, or due to or arising in any manner from the negligence of CONTRACTOR, its respective employers or agents;
    - .2 products and completed operations with a provision that coverage is to be maintained for two years after final payment and acceptance of the Project. Coverage will apply to the goods, products, materials, or equipment used or installed under the Contract;
    - .3 actions of Independent Contractors;
    - .4 blanket contractual liability, to meet to the fullest extent possible, the CONTRACTOR'S obligations under Section 3.18 of the General Conditions;
    - .5 explosion, collapse, or underground hazards (X, C, U);
    - .6 broad form property damage, including completed operations;
    - .7 personal injury liability, with employee exclusion deleted; and
    - .8 Commercial General Liability policy shall be endorsed with ISO Form CG 20 10 10 01 and CG 20 37 10 01 or their equivalent naming the Architect, the OWNER, its directors, employees, representatives and agents as additional insureds.

- 8.1.2 Excess and/or Umbrella Liability in the amount of \$2,000,000 providing coverage for Bodily Injury, Property Damage and Personal Injury is required over General Liability, Employers Liability and Automobile Liability Policies.
- .1 Umbrella and/or Excess policies are on a true following form basis and may not contain a self-insured retention in excess of \$10,000 and they shall include all additional insureds as set-forth in 8.1.1.8.
  - .2 Severability of interest exclusion shall be deleted.
  - .3 A Waiver of Subrogation is to be added in favor of the OWNER its directors, members, employees, representatives and agents in strict accordance with Section 11.1.8 of the General Conditions.
  - .4 This insurance shall be primary insurance with respect to any other insurance or self-insured programs afforded to, or maintained by the OWNER.
- 8.1.3 Commercial Automobile Liability including all owned, non-owned or hired automobiles with a combined single limit of at least \$500,000 per occurrence for Bodily Injury or Property Damage.
- .1 The OWNER, its directors, employees, representatives and agents are to be added as additional insureds.
- 8.1.4 Workers Compensation and Employers' Liability.
- .1 Workers Compensation per Statutory limits established by the State of Maryland.
  - .2 Include All States coverage – applicable in all but monopolistic states.
  - .3 Workers Compensation policy shall contain a voluntary compensation endorsement if required.
  - .4 Employers' Liability with limits of \$100,000 bodily injury by accident/each accident; \$500,000 bodily injury by disease/policy limit; \$100,000 bodily injury by disease/each employee.
  - .5 Waiver of Subrogation is to be added in favor of the OWNER in strict accordance with Section 11.1.8 of the General Conditions.
- 8.1.5 Property Insurance Builders' Risk – New Construction and Structural Additions to Existing Buildings. A Builders' Risk policy with a Special Causes of Loss Form is to be purchased by Contractor to cover the interests of Contractor, Owner, Subcontractors and Sub-subcontractors in an amount equal to the full amount of the Guaranteed Maximum Price or the full replacement cost of the Work performed, whichever is greater. The policy will not be subject to a co-insurance clause and shall be written on an Agreed Value basis. The policy is to cover the Project, property stored off-site or on-site, and property in transit. Coverage is to provide for "all risks" of physical damage including:
- .1 collapse, damage, resulting damage from faulty workmanship, and resulting damage from faulty material;
  - .2 a named insured provision that includes the Contractor, Owner, and all subcontractors as insured;
  - .3 a waiver of subrogation is to be added in favor of the Owner, its directors, members, employees, representatives, and agents in strict accordance with Section 11.3.3 of the General Conditions;

- .4 if deductibles apply to any coverages herein, deductibles may not exceed \$1,000.00; and
  - .5 in the event the building(s) are occupied prior to final completion of the Work and acceptance by the Owner, the Builder's Risk policy shall be endorsed with a "permission to occupy" endorsement.
- 8.1.6 Installation Floater (Renovation Work) and/or Upgrades of Existing Material and Equipment. CONTRACTOR is to provide an Installation Floater written on an Inland Marine form providing Special Causes of Loss coverage for all materials, equipment, and work that is either installed, or stored on or off site or in transit. Coverage is to provide for:
- .1 testing and startup;
  - .2 a waiver of subrogation is to be added in favor of the OWNER its Directors, employees, representatives, and agents in strict accordance with Section 11.3.3 of the General Conditions;
  - .3 if deductibles apply to any coverages herein, deductibles may not exceed \$1,000.00;
  - .4 OWNER is to be added as additional interest/loss payee; and
  - .5 a certificate of insurance in strict accordance with Section 11.3.2 of the General Conditions.
- 8.1.7 The Contractor shall provide certificates of insurance for all insurance coverages in strict accordance with Section 11 of the General Conditions. The Certificate of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the CONTRACTOR'S Work.

## **PART 9 - BID SECURITY**

- 9.1 If the Technical Offeror achieves the minimum score of **75** they will be issued the contract drawings and specifications for pricing as the projects arise. For projects valued at over \$100,000, the Bidder will be required to furnish with his bid price a Bid Bond on AIA Document A-310 issued by a surety company acceptable to the Owner and licensed to issue bonds in the State of Maryland, properly executed in favor of the Owner. The bond must be in an amount not less than ten percent (10%) of the amount of the largest possible total of bids submitted and shall be in the form specified.
- 9.2 Should the Bidder to whom the contract is awarded, fail or be unable to execute the contract, for any reason, within ten (10) days after notification of award, then an amount equal to the difference between the accepted price, and that of the Bidder to whom the award subsequently is made shall be paid to MCPS as liquidated damages.
- 9.3 For projects over \$100,000, the Bidder to whom a contract is awarded also must furnish Performance and Payment Bonds, each in the amount of one hundred percent (100%) of the contract price, including executed Change Orders, in the form specified. These must be provided at the time of the signing of the contract and prior to the start of any work. The Performance and Payment Bonds shall be submitted on AIA Document A312. The surety company must be acceptable to the Owner, licensed to transact business in the State of Maryland, and have at least a B Minus rating with A. M. Best.
- 9.4 If the Technical Offeror experiences a material change in its bonding status, corporate structure, or personnel after submission of its qualifications and prior to the award of the contract for the Project, the Technical Offeror shall notify MCPS of the change in writing at the time the change occurs or as soon thereafter as it is reasonably practicable.
- 9.5 Failure to notify MCPS of any material change in bonding status, corporate structure, or personnel shall constitute grounds for rescinding a "qualified to bid" rating or for rejection of a bid.

## PART 10 - RIGHT TO REJECT BIDS AND TO WAIVE INFORMALITIES

- 10.1 The Board of Education reserves the right to waive any informalities or immaterial deviations in the Multi-Step Bid, or to reject, any or all bids.

## PART 11 - APPLICATION REQUIREMENTS

- 11.1 The following information must be furnished in the Technical Offer portion of the Multi-Step bid. Failure to include any of the items listed below will disqualify a firm's response. Technical Offerors should describe in detail and provide evidence supporting the qualifications requested below. A qualifying score of **75** or better must be achieved by the Offeror to be allowed to proceed to the bidding phase in this procurement process.
- 11.2 MCPS reserves the right to require that the contractor demonstrate that it has the skills, competence, responsibility, equipment, and other resources to satisfactorily perform the nature and magnitude of work necessary to complete the project within the proposed contract schedule.
- 11.3 Application forms and supplemental information must be typed or printed. Information presented therein shall be clear, complete, accurate, and concise. The following forms and attachments comprise the Technical Offer:
- A. Technical Offeror is to submit a **letter on company letterhead signed by an authorized person verifying compliance** with the following mandatory requirements:
1. A firm must have a minimum of ten (10) years' general or HVAC contracting experience in order for his Technical Offer to be considered; this is a mandatory requirement. If the Technical Offeror is a joint venture firm, each joint venture party must have ten (10) years' general or HVAC contracting experience; if, however, one (1) joint venture party is responsible for seventy percent (70%) or more of the scope of services, that joint venture party must have ten (10) years' experience and the other joint venture party(ies) must each have five (5) years' experience.
  2. The firm must disclose whether it or its' principals have done business and/or have been licensed in the State of Maryland to do business under any other name in the last 10 years. Failure to do so will result in disqualification of the Technical Offer.
  3. Firms must be licensed as a Construction Firm as required by the State of Maryland (Business Regulation Article, Annotated Code of Maryland) and shall submit proof of current business and professional trade licensing with their Technical Offer. Mechanical firms shall submit a list of mechanical systems certifications.
  4. Firms must provide a "Good Standing Certificate" from the General Accounting Division, Comptroller of Maryland. Information may be obtained at: [http://compnet.comp.state.md.us/General\\_Accounting\\_Division/default.shtml](http://compnet.comp.state.md.us/General_Accounting_Division/default.shtml). If this certificate cannot be obtained prior to submission of the technical offer, please include a letter stating that application has been made and that such certificate will be provided when received.
  5. General Contractors and HVAC contractors shall provide information regarding project management and scheduling software currently used by the firm. HVAC firms shall provide in-house fabrication capabilities, if any.
  6. General Company Background: Brief but informative history of your firm. Include information as to type of work done, number of years in business, number of employees with breakdown between supervisory and non-supervisory. **Specify a primary contact to include name, title, telephone number and e-mail address.**

7. Project Specific Background: Provide information on your firm's specific background by submitting a list of all projects completed during the past 24 months, one of which must be a K-12 school. **Applications will not be considered if no K-12 school projects have been completed within the past 24 months.**
  8. The Technical Offeror must confirm that he/his firm has no judgments identified in Paragraphs 15.2.C, D, E, and F against him.
  9. Please note: If the Technical Offeror is a local office of a parent company, the information is to be provided on the **local office only that will be managing this contract**, not the parent organization, unless the parent organization is the Offeror.
- B. Prime Contractor Experience Form:** The Applicant shall provide the information required on the form identified as **Attachment A**. The form shall be completed in its entirety. Failure to submit a response in the format requested on the official MCPS form provided for this purpose will be considered just cause for rejection of the response.
1. Provide a complete list of all projects completed in the 24 months prior to the date of submission for all projects whose contract value exceeded \$50,000. Projects must be grouped into 3 categories: K-12 schools, other educational facilities, and other projects. On the Prime Contractor's Experience form, provide owner contact names, addresses, telephone numbers, fax numbers, and e-mail addresses for each project. **One of the references must be from a K-12 school project.** Projects submitted as references must be verifiable. Failure to provide project references that can be verified will result in a disqualification of the firm's response and rejection of the submission.
  2. MCPS reserves the right to verify all information given if it so chooses, as well as to check any other sources available.
  3. Please be sure that accurate information is provided and that the person listed as "owner contact" should be the person in charge of administering the contract with the bidder or person with sufficient personal knowledge about the project to be able to answer detailed questions about the bidder's professional performance on the project for which a reference is being requested. References will be held in the strictest of confidence.
  4. Montgomery County Public Schools uses an internet and e-mail based system to collect evaluations from previous clients about work performed by the bidder. Montgomery County Public Schools will send an e-mail entitled "Request for Ratings" via e-mail to each listed "Owner Contact" supplied by the bidder. For this reason, the accuracy and completeness of these e-mail addresses is critical. It is suggested that bidders notify each of these contact persons in advance, by e-mail, to inform them about the expected "Request for Ratings" e-mail, and to encourage them to complete the survey when it arrives via e-mail. The bidder will notify Montgomery County Public Schools of any known changes to the "Owner Contact E-mail Address." Montgomery County Public Schools reserves the right to consider any bidder non-qualified if the number of ratings completed by the listed "Owner Contacts" is insufficient, or for any other gross irregularities in the reference-checking process.
- C. Firm Safety Record:** Provide the information requested on **Attachment B**.
- D. Minority Business Enterprise (MBE) Utilization Experience:** Please sign **Attachment C** acknowledging item 1. MBE forms included in the project specifications will be required at the time of bid submission.
- E. Affidavit of Accuracy:** Certification that all the information submitted in this Technical Offer is true and accurate. The form identified as **Attachment D** shall be used.

- F. **Surety Statement:** Applicant's ability to acquire bid, performance, and payment bonds for these FY 2011 projects. See **Attachment E** for information.

## **PART 12 - CONFIDENTIALITY/PROPRIETARY INFORMATION**

- 12.1 Firms should give specific attention to the identification of those portions of their Technical Offer which they deem to be confidential, proprietary information or trade secrets, and provide any justification of why such materials, upon request, should not be disclosed by MCPS under Section 6 of the Annotated Code of Maryland. Contractors must clearly indicate each and every section that is deemed to be confidential, proprietary or a trade secret. It is not sufficient to preface your Multi-Step Bid with a proprietary statement.

## **PART 13 - MISREPRESENTATION**

- 13.1 If any Applicant knowingly makes a misrepresentation in submitting information to MCPS, or fails to provide all required information, such misrepresentation or omission will be sufficient grounds for rescinding a "qualified to bid" rating or for rejection of a bid submitted as a result of this Request for Qualification.

## **PART 14 - SMALL BUSINESS AND MINORITY BUSINESS ENTERPRISES**

- 14.1 Small Business preference does not apply to this solicitation.
- 14.2 Minority business enterprises are encouraged to respond to this solicitation notice.

## **PART 15 - EVALUATION OF APPLICATIONS**

- 15.1 In evaluating each Technical Offer, the Rating Source surveys will include, by way of illustration and not limitation, the following criteria:
- A. The Contractor shall have successfully completed at least one K-12 school project. The Contractor shall have acted as prime contractor and shall have provided a minimum of 10% of the value of the work with its own forces excluding general conditions. Applications without this minimum experience will not be considered. More weight will be given to K-12 school experience.
  - B. Current client references for the above-cited projects that can be contacted by e-mail to determine the Contractor's performance, workmanship quality and ability to meet scheduled completion dates.
  - C. Ability to obtain Bid, Performance and Payment Bonds.
  - D. Possession of a valid Maryland Contractor's license prior to bid submission and appropriate professional trade licenses.
  - E. Contractor's safety record.
- 15.2 MCPS will deny technical qualification to any applicant if MCPS finds any of the following:
- A. The Applicant fails to provide a signed Surety Statement that indicates that the Surety knows of no reason at this time that the Surety would not be able to provide bid, performance and payment bonds in connection with the projects to be bid this year for amounts up to (XXXXXXX) Dollars (\$XXXXXX).

- B. The Applicant does not have the appropriate experience to perform an MCPS project.
- C. The Applicant or any officer, director or owner thereof has had judgments entered against him/her within the past ten (10) years for the breach of contracts for governmental or non governmental projects, including, but not limited to, design-build or construction management.
- D. The Applicant has been in substantial noncompliance with the terms and conditions of prior construction contracts with MCPS. If MCPS has not contracted with an Applicant in any prior construction contracts, the MCPS Procurement Officer will deny technical qualification if the Applicant has been in substantial noncompliance with the terms and conditions of comparable contracts with another public body.
- E. The Applicant or any owner, officer, director, project manager, procurement manager or chief financial officer thereof has been convicted within the past ten (10) years.
- F. The Applicant or any officer, director or owner thereof is currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body, agency or another state or agency of the federal government.
- G. The Applicant failed to provide to MCPS within the established time frame, any information requested in this Solicitation.

ATTACHMENT A

**Project Information and References:**

**Report projects completed during the prior 24 months: K-12, Other Educational Facilities, and Other Projects.**

<b>Project Title:</b>	
Project Street Address,City,State,Zip:	
Project Completion Date:	
Contract Amount:	
MBE Percentage on Project:	
Project Type/Use:	
Owner:	
Owner Contact Name and Title:	
Owner Contact Address:	
Owner Contact Telephone and Fax:	
Owner Contact E-Mail:	
<b>Project Title:</b>	
Project Street Address,City,State,Zip:	
Project Completion Date:	
Contract Amount:	
MBE Percentage on Project:	
Project Type/Use:	
Owner:	
Owner Contact Name and Title:	
Owner Contact Address:	
Owner Contact Telephone and Fax:	
Owner Contact E-Mail:	
<b>Project Title:</b>	
Project Street Address,City,State,Zip:	
Project Completion Date:	
Contract Amount:	
MBE Percentage on Project:	
Project Type/Use:	
Owner:	
Owner Contact Name and Title:	
Owner Contact Address:	
Owner Contact Telephone and Fax:	
Owner Contact E-Mail:	

**ATTACHMENT B**

**FIRM SAFETY RECORD (FOR LAST THREE YEARS)**

OFFEROR: \_\_\_\_\_

1. Do you have a written safety program? Yes No

If Yes, briefly describe scope of your program.

\_\_\_\_\_.

2. Any work related employee deaths in the last three years? Yes No

If Yes, explain the circumstances.

\_\_\_\_\_.

3. Any OSHA or MOSH citations in the last three years? Yes No

If Yes, explain the circumstances.

\_\_\_\_\_.

4. What is your EMR (experience modification rate) for the last three years?

2007 \_\_\_\_\_ 2008 \_\_\_\_\_ 2009 \_\_\_\_\_

## Attachment C

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

***This document shall be included with the submittal of the Technical Offer. If the Offeror fails to submit the form with the Technical Offer as required, the procurement officer shall deem the offer as not reasonably susceptible of being selected for award.***

In conjunction with the offer submitted for Technical Qualifications, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 25 percent and, if specified in the solicitation, subgoals of 7 percent for MBEs classified as African American-owned and 10 percent for MBEs classified as women-owned. I will make a good faith-effort to achieve this goal.

**I will check the appropriate box at project bid time.**

I have met the MBE participation goal of 25 percent as indicated on my MBE Participation Schedule.

or

After having made a good-faith effort to achieve the MBE participation goal, I conclude I am unable to achieve it. Instead, I intend to achieve MBE participation of \_\_\_\_\_% as indicated on the MBE Participation Schedule (Attachment B). Within 10 business days of receiving notice that our firm is the apparent low bidder or awardee (competitive sealed proposal), I will submit a written MBE Request for Waiver (Attachment F page 1 and 2) per COMAR 21.11.03.11.

or

After having made a good faith effort to achieve the MBE participation goal, I conclude I am unable to achieve **any of the goals**. I am, therefore, submitting with the bid, the MBE Participation Schedule indicating "**No Participation**", and within 10 business days of receiving notice that our firm is the apparent low bidder or awardee (competitive sealed proposal), will submit a written MBE Request for Waiver per COMAR 21.11.03.11.

2. I understand that if I am notified that I am the apparent awardee, I must submit the Subcontractor Project Participation Statement (Attachment D), the Outreach Efforts Compliance Statement (Attachment C), the Minority Subcontractors Unavailability Certificate (Attachment E) (if applicable) ,and the MBE Request for Waiver (if applicable), within 10 working days of receiving notice of the potential award or from the date of conditional award per COMAR 21.11.03.10 and 11, whichever is earlier, and any other documentation required by the Procurement Officer to ascertain bidder or Offeror responsibility in connection with the certified MBE participation goal.

I acknowledge that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

3. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule and any additional MBE subcontractor/suppliers identified in the Subcontractor Project Participation Statement will be used to accomplish the percentage of MBE participation that I intend to achieve.
4. In the solicitation of subcontract quotations or offers, MBE subcontractors will be provided not less than the same information and amount of time to respond as were non-MBE subcontractors.
5. The solicitation process will be conducted in such a manner so as to not place MBE subcontractors at a competitive disadvantage to non-MBE subcontractors.

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

\_\_\_\_\_  
Bidder/Offeror Name

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTACHMENT D  
AFFIDAVIT OF ACCURACY**

OFFEROR: \_\_\_\_\_

The undersigned swears or affirms under penalty of perjury and upon personal knowledge that the contents of the Application for Pre-qualification are true and correct.

The undersigned swears or affirms under penalty of perjury that the Contractor, its agents, servants and/or employees, to the best of his/her knowledge and belief, have not in any way colluded with anyone for and on behalf of the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of any contract resulting from this bid.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Telephone Number

NOTARY SEAL:

**ATTACHMENT E**  
**SURETY STATEMENT**

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

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

We are prepared to provide Bid, Performance, and Payment Bonds on MCPS projects bid between March 2010 and February 2011, provided (name of applicant) makes application to us at the time of the Bid, and we are satisfied with the prevailing underwriting conditions, including but not limited to, acceptable contract terms, job specifications and acceptable bond forms.

**END OF SECTION**  
00100