

Division of Planning, Design, and Construction
MONTGOMERY COUNTY PUBLIC SCHOOLS
45 WEST GUDE DRIVE, SUITE 4300
ROCKVILLE, MARYLAND 20850

**INVITATION TO BID
LEASING OF RELOCATABLE CLASSROOMS**

Bids will be received until 2:00 pm, local time, February 14, 2025, by the Montgomery County Board of Education, Division of Planning, Design, and Construction, 45 West Gude Drive, Suite 4300, Rockville, Maryland 20850, for the leasing of relocatable classrooms at various locations in Montgomery County, Maryland. The bid submission will also include pricing to furnish and deliver the same specified unit as a purchase.

Sealed bids shall be submitted in the named-box receptacle located in the First Floor Lobby, 45 West Gude Drive, Rockville, Maryland 20850. Bids will be publicly opened remotely. Instructions regarding the bid opening will be issued by addendum.

Drawings and specifications are included as part of this solicitation. Questions should be submitted via email to ConstructionQuestions@mcpsmd.org and Theresa Miller – Theresa_G_Miller@mcpsmd.org.

The bidder shall be responsible for clearly marking the following data on the envelope: 1. Bid document, 2. Name and address of firm submitting the bid, 3. Name of project, and 4. Addressed to: Division of Planning, Design, and Construction, 45 West Gude Drive, Suite 4300, Rockville, Maryland 20850.

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

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

The Board of Education reserves the right to accept any of the bids for Alternates submitted, and may accept Alternates in any order or combination, unless specifically provided in the Contract Documents.

Contract award will be based on the best value and price, and in the best interest of the Board of Education of Montgomery County, Maryland.

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)

JULIE A. MORRIS, DIRECTOR
DIVISION OF PLANNING, DESIGN, AND CONSTRUCTION

SECTION 00100 - INSTRUCTIONS TO BIDDERS

Described below are general and specific instructions provided to assist bidders in the responsible preparation of complete bids. However, it is imperative that each bidder become familiar with all aspects of the Contract Documents in recognition that only the detailed requirements contained therein in conjunction with these instructions shall serve as the basis of compliance for a particular project. This procurement is in accordance with Montgomery County Board of Education Policy DJA, Regulation DJA-RA, and the Procurement Manual. Bid Documents must be clearly marked and addressed to the Division of Planning, Design, and Construction, 45 West Gude Drive, Suite 4300, Rockville, MD 20850. Bids shall be delivered to the First Floor Lobby.

1. Term – The term of the lease agreement is 60 months, at the stated monthly unit cost, commencing upon delivery of the unit. After the initial 60-month term, the lease price shall remain on a month-to-month basis. This contract award shall remain in effect for one year, at the stated monthly cost, with the option of three one-year extensions. In the event sufficient funds are not appropriated for the payment of all lease payments required to be paid in the next succeeding renewal term, and Montgomery County Public Schools (MCPS) has no funds legally available for lease payments from other sources, MCPS may terminate this lease at the end of the original five-year term or the then current renewal term, as the case may be, without penalty or expense to MCPS of any kind whatsoever. MCPS shall not be obligated to make payment of the lease provided for beyond the current term. MCPS will provide Lessor thirty (30) days written notice of their intent to extend or cancel the agreement after the initial term.
2. Quantity – Although MCPS shall not be obligated to lease any specific quantity, *it is anticipated that approximately 10 units may be ordered. Delivery to begin in June 2025.* Orders may be placed from time to time throughout the contract term. MCPS also requests the bidder's cost to furnish and deliver the same specified unit as a purchase.
3. Location – All units shall be located in Montgomery County, Maryland. MCPS shall have the right to move unit(s) without Lessor approval, as long as the unit(s) is relocated to another MCPS property. MCPS is to notify Lessor of new location within 30 days of move. Moves will be at the cost of the Lessee and subject to other conditions of the lease.
4. Delivery – The Lessor will provide in the bid a one-time price to perform delivery to a specified location indicated by MCPS or the installation contractor. Upon termination of the lease, MCPS will prepare the unit(s) for pick-up by the Lessor or deliver to a site specified by the Lessor within a 50 mile radius of Montgomery County by an MCPS Contractor. If, upon termination of the lease, the Lessee is required to return the units outside of the 50-mile radius stated above, the Lessor will share the cost of the return on a per-mile pro-rata basis for the excess mileage. **Lessor will be required to provide MCPS with a production and delivery schedule within 10 days of signed letter of intent. MCPS reserves the right to modify schedules to meet the specific needs of the school(s).**
5. Inspection – MCPS will inspect the units and notify the Lessor of any damages incurred during shipment. **Damage to the units or any surrounding property incurred during the delivery process will be the responsibility of the Lessor.**
6. Safety Standards – All equipment supplied shall comply with applicable Federal and State Safety Standards and certified by the State of Maryland, Department of Housing and Community Development.
7. Maintenance – The Lessor will be responsible for all unit maintenance during the term of the lease other than vandalism, destruction of property or damage resulting from subsequent relocation of the unit. Service for maintenance shall be available from the Lessor or his representative, as needed, on a 24-hour response basis.
8. Insurance – Lessor shall provide insurance coverage for the units in transit and up to delivery. It is the intent of MCPS to self-insure for the insurance coverage(s) stated in the lease agreement.
9. Awards – It is the intention of MCPS to award this contract to the bidder(s) submitting the most favorable

unit prices with consideration being given to previous performance for the Board of Education as to quality of service and/or equipment, time of delivery, and with regard to the bidder's ability to perform should it be awarded the bid. However, the Board reserves the right to make awards to one or more bidders, according to the best interest of the Board of Education of Montgomery County, Maryland. Contracts will be awarded to the lowest responsible and responsive bidder(s) for competitive sealed bids and based on best value for competitive negotiations as determined in the sole discretion of the Owner.

10. Provision for Price Adjustment – Price increases will not be considered for the first five-year term of the contract. Thereafter, the successful bidder must submit a written request for price relief, if the contract is extended, which is at the discretion of MCPS and upon approval by the Board of Education. Adjustments will be based upon the Consumer Price Index (CPI), specifically, the All Consumers Index, published by the U.S. Department of Labor, Bureau of Labor Statistics, for the Washington, D.C., Metropolitan Area and shall not exceed 75% of the percentage change of January 1 CPI's, rounded to the nearest tenth of a percentage. MCPS reserves the right to accept or reject the request as may be determined to be in the best interest of MCPS. Any orders prior to a request for price increase shall be honored at the original contract price. Requests for price adjustments must be made no less than six months prior to the expiration of the five-year term. Downward adjustments shall be made by MCPS without a request from the Contractor.
10. MULTI-AGENCY PARTICIPATION - MCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not be limited to private schools, parochial schools, nonpublic schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that required these goods, commodities and/or services. Use of this solicitation by other agencies may be dependent on special local/state requirements attached to and made a part of the solicitation at time of contracting. The supplier/contractor agrees to notify the issuing agency of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies. Each participating jurisdiction or agency shall enter into its own contract with the Award Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award Bidder. MCPS assumes no authority, liability, or obligation on behalf of any other public or non-public entity that may use any contract resulting from this bid MCPS pricing is based on the specifications provided in this solicitation.
11. Questions shall be submitted in writing via email to ConstructionQuestions@mcpsmd.org and Theresa Miller – [Theresa G Miller@mcpsmd.org](mailto:Theresa_G_Miller@mcpsmd.org).
12. Invoices – All invoices are to be mailed to the Division of Planning, Design, and Construction, 45 West Gude Drive, Suite 4300, Rockville, MD 20850. Every invoice must include the following information.
 - a. The purchase order number
 - b. The invoice number
 - c. The unit serial numbers
 - d. The delivery price and the lease cost for each unit from the time of delivery through June 30, 2026.

Invoices for subsequent years of the lease shall be submitted to the Office of Facilities Management, 45 West Gude Drive, Suite 4000, Rockville, MD 20850.
13. Payments–Rental payments will be made on an annual basis with units to be billed on the fiscal year basis of July 1 through June 30 of the following year. Montgomery County Public Schools is exempt from Sales

& Use and Personal Property taxes. The proposed lease amount will include all applicable taxes, fees and assessments, and delivery charges.

14. Bidders are required to provide three (3) references. The references shall include the company/jurisdiction name, contact person, address, email, and phone number of three (3) current customers for which a contract of similar size and equipment have been provided. If the reference information is not accurate and MCPS cannot contact the person(s) named, the bid may not be considered.
15. Bidder shall submit a copy of factory-provided shop drawings and submittals within fifteen (15) days of notice of intent to award a contract with Montgomery County Public Schools that includes all third-party construction certifications and/or stamps.

END OF SECTION 00100

SECTION 00300 - BID PROPOSAL FORM

(SUBMIT IN DUPLICATE)

DATE: _____

PROJECT TITLE: LEASING OF RELOCATABLE CLASSROOMS

BID SUBMITTED BY: _____

A CORPORATION INCORPORATED UNDER THE LAWS OF THE STATE OF _____

AND AUTHORIZED TO DO BUSINESS IN THE STATE OF MARYLAND (Yes)_____ (No)_____

SUBMITTED TO: **The Board of Education of Montgomery County
Division of Planning, Design, and Construction
45 West Gude Drive, Suite 4300
Rockville, Maryland 20850**

PART 1 - GENERAL

1.1 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with Montgomery County Public Schools in the form of a lease which incorporates the provisions listed in the Instruction to Bidders to provide classroom units as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

1.2 BIDDER hereby agrees to furnish all labor, materials, equipment and services required to provide and deliver relocatable classroom units in strict accordance with the Contract Documents for the following price:

1.3 BASE BID

1. MONTHLY LEASE COST PER UNIT for relocatable classroom based on a 5-year lease
_____ Dollars (\$ _____)

2. ONE-TIME DELIVERY COST PER UNIT to Montgomery County Public School sites
_____ Dollars (\$ _____)

3. INFORMATION PRICE TO PURCHASE SPECIFIED UNIT:
_____ Dollars (\$ _____)

ALTERNATES (If applicable): Prices shall be clearly written. Anything other than a price shall be deemed "no cost to the Owner."

A. Cost of Alternate No. One –

ADD: _____ Dollars (\$ _____)

ADDENDA

1.4 Receipt of the following Addenda to the Drawings and Specifications is acknowledged:

- 1. Addendum No. ____ Dated _____
- 2. Addendum No. ____ Dated _____
- 3. Addendum No. ____ Dated _____
- 4. Addendum No. ____ Dated _____

PART 2 - CONTRACT

2.1 If the undersigned receives written notice of the acceptance, at his designated address, within ninety (90) calendar days after bid opening (or later if bid has not been withdrawn), the undersigned agrees to execute and deliver a Lease in accordance with the bid as accepted, within ten (10) calendar days after receiving notice.

PART 3 - WARRANTY TO THE LUMP SUM

3.1 The undersigned affirms that the above Sum Base Bid represents the entire cost of the Project in accordance with the Bid Documents and that no claim will be made on account of any indexes or any other rate affecting the construction industry and/or this project.

PART 4 - AFFIDAVIT

4.1 I hereby certify that I am authorized to sign for the bidder. I/We certify that none of this company's officers, directors, partners, or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government; and that no member of the Board of Education of Montgomery County, administrative, or supervisory personnel, or other employees of the Board of Education has any interest in the bidding company except as follows:

By: (Signature) _____

Name and Title _____

Company Name _____

Address _____

Phone Number _____ Email _____

Witness Signature and Title _____

PART 6 - REFERENCES

6.1 Bidders are required to provide three (3) references for current customers for which a contract of similar size and equipment have been provided. Failure to provide accurate information may result in the bid not being considered.

A. Company/Agency Name _____
Contact Person _____
Address _____
Phone Number _____ Email Address _____
Year(s) of Delivery of Units _____ Quantity of Units _____

B. Company/Agency Name _____
Contact Person _____
Address _____
Phone Number _____ Email Address _____
Year(s) of Delivery of Units _____ Quantity of Units _____

C. Company/Agency Name _____
Contact Person _____
Address _____
Phone Number _____ Email Address _____
Year(s) of Delivery of Units _____ Quantity of Units _____

END OF SECTION
00300

ALTERNATES:

PART 1 - GENERAL

1.1 Definition:

- A. An Alternate is an amount proposed by Bidders and stated on the Bid Form for certain construction activities defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems or installation methods described in the Contract Documents.

1.2 Coordination:

- A. Coordinate Related Work and modify or adjust adjacent Work as necessary to ensure that Work affected by each accepted Alternate is complete and fully integrated into the project at no additional cost to that proposed on the Bid Form.

1.3 Notification:

- A. Immediately following the award of the Contract, prepare and distribute to each party involved notification of the status of each Alternate. Indicate whether Alternates have been accepted, rejected or deferred for consideration at a later date.

1.4 Alternates:

- A. Bidder-originated Alternates or qualifying statements will not be considered. The Owner shall have the right to accept Alternates in any order or combination.

PART 2 - PRODUCTS (not used)

PART 3 - EXECUTION (not used)

PART 4 - SCHEDULE OF ALTERNATES

- 4.01 Specification Sections referenced in the Schedule contain requirements for materials and methods necessary to achieve the Work described under each Alternate. Include as part of each Alternate, miscellaneous devices, accessory objects and similar items incidental to or required for a complete installation whether or not mentioned as part of the Alternate.

Alternate 1: N/A

Alternate 2: N/A

Alternate pricing submitted on the bid form will be for an add or deduct related to the monthly lease cost if an alternate is accepted.

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RELOCATABLE CLASSROOM SPECIFICATIONS

1. - GENERAL

1. **Scope:**

- A. The fundamental objective of this guideline is to document the latest standards for the design of modular classrooms for Montgomery County Public Schools (MCPS).
- B. This guideline is intended to provide the basis for the conceptual design of the modular classroom and is not intended to relieve the manufacturer of the responsibility to ensure that the building, equipment, and/or systems meets all applicable federal, state, and local codes and regulations.
- C. Units shall be provided with all items necessary for assembly at the site. All materials needed to assemble a finished product (excluding decks, ramps, foundation material and ground anchors) including, final trim out material that is typically sent as "shipped loose" within one of the two mating floors of the unit.
- D. Units must be provided with State of Maryland certification as indicated by Model Performance Code (Ref: COMAR 05.02.01) for Industrialized (modular) building construction. Units shall be designed and constructed to meet all current applicable State and Montgomery County codes involving industrialized (Modular) building construction as well as site specific building construction.
- E. Manufacturers must submit a copy of factory-provided shop drawings and submittals within fifteen (15) days of award of contract by Montgomery County Public Schools that includes all third-party construction certifications and/or stamps.
- F. Units must be manufactured in a manner that will allow a side-by-side site layout due to space constraints.
- G. Units must be newly constructed for all initial lease or purchase agreements.
- H. 2021 Fire Code must be met so each relocatable classroom must include a rough in for future fire sprinkler installation by others. The manufacturer must allow for a single plumbing connection for the two halves of each unit through the floor near the closet and must build a chase. A valve and drain terminating with a plug are required.

PART 2 - SPECIFICATIONS

- 1. **Type & Size:** Units shall be manufactured for a Type E (educational) occupancy and shall be 24' x 34' with ceiling heights no less than 8'. Unit construction shall include two interior closets and utilize a plenum/chase space to the rear of the closets for HVAC and electrical use (reference attached drawing).
- 2. **Frame:** Framing to be engineered by the manufacturer and shall be perimeter type with lifting points identified capable of withstanding crane set or Translift set. Hitch and running gear shall be detachable (including axles) and to be removed by installing contractor as needed at setup. The provider (Lessor) is responsible for removal and storage of undercarriage equipment (hitch and running gear) that cannot be stored onsite. Lessor shall identify and mark equipment for matching to the appropriate unit and make the equipment available to relocatable contractor(s) for relocation or return.
- 3. **Floor:** Floor shall be designed to live load of 50 PSF and constructed as per code. Decking material shall be 3/4" underlayment. Provide and install Roll Vinyl Sheet product. Basis of design, Armstrong Homogeneous Sheet H2004 Medintone Feathersmooth or equivalent. Vinyl sheeting

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shall be cut at mate-line at the factory. A 4" vinyl cove base shall be installed to match floor installation. Provide owner with repair manual/procedures for the flooring.

4. **Exterior Walls:** Exterior walls shall be constructed of 2"x6" wood frame, 16" O.C. and as per code. Exterior siding shall be LP SmartSide stucco siding panel. Counter flashing details for panels and siding must be shown.
 - (a) *Basis of Design:* Panel – 76 Series Cedar Texture Vertical Siding, 8" OC grove, Trim – Smooth Finish Trim; Cedar Texture Outside Corners
5. **Interior Walls:** Interior walls shall be construction of 2"x4" wood frame, 16" O.C. and as per code. Interior covering shall be 5/8" type X gypsum board with vinyl covering.
6. **Doors:** Exterior doors shall be 36"x80", constructed of a minimum of 18 ga. steel (or approved equal), and include a 100 sq inch vision panel. Frame shall be face welded not knock-down type. Hardware shall include Corbin Russwin ED8200A exit device (no substitute), Corbin Russwin P8 wing pull trim, Corbin Russwin D1 keyway rim cylinder, and LCN Model 4010 door closure device. Location of both exterior doors shall be located on the 24' front side of the building. Interior doors shall be 36"x80"x1-3/8" hollow core, 6-panel, Masonite with 3-1/2" loose pin butt hinges. Hardware shall include cylindrical lockset, lever handle, entry function, supplied with 4 keys per unit for two closet doors. Each unit shall be keyed alike however all buildings shall be keyed separately.
7. **Windows:** Buildings shall be furnished with a minimum of three windows appropriately sized and located for egress and lighting purposes. Each window shall be compatible for egress requirements, shall meet building and energy codes, and be installed with screens and drip caps. Windows shall be provided with vertical shades, with fascia, as provided by MechoShade by MechoShade Systems, basis of design, or comparable products by Draper, Hunter Douglas Contract, Nysan, Rollease Acmeda Contract or SWF Contract. Shade materials shall have flame-resistance ratings that pass NFPA 701. Manual Shade Bracket shall be Mecho/5 by MechoShade or equivalent by comparable manufactures. Shade Drive Bracket / Brake Assembly: Assembly shall be permanently lubricated. Products that require externally applied lubrication and or not permanently lubricated are not acceptable. The entire assembly shall be fully mounted on the steel support bracket, and fully independent of the shade tube assembly, which may be removed and reinstalled without effecting the roller shade limit adjustments. Drive Chain shall be #10 qualified stainless steel chain rated to 90 lb. (41 kg) minimum breaking strength. Nickel plate chain shall not be accepted. The braking mechanism shall be applied to an oil-impregnated hub on to which the brake system is mounted. The oil impregnated hub design shall include an articulated brake assembly, which assures a smooth, non-jerky operation in raising and lowering the shades.

Shade cloth shall be black out, 12 oz sq/yard, washable, color white. Roller System shall be mounted on a 1-3/8" OD Clutch Roller made of 26 gauge cold rolled steel or equal painted white. Control System shall be an adjustment-free system controlled by a stainless steel ball #10 chain. The clutch system shall create the pressure necessary to keep the shade in any desired position. Control chain should also have a tension device to hold controls in place. Stop Balls shall be supplied for each shade to allow for attachment at installation to prevent over rolling of shade. Brackets shall be 3" Universal steel brackets to be supplied to allow for mounting inside, outside and or ceiling installations. Complete with Fascia. Bottom Hem Bar - shall be external aluminum white with matching end cap attached with screw. Shades should extend at least 2" past each side of glazing for complete privacy.
8. **Roof:** The roof shall be designed with a one directional/ mono slope 1/4" per foot, towards the rear of the unit, meeting a minimum 30 PSF live load and a ground snow load of 50 PSF. The Structural Roof Decking shall be constructed of 3/4" Exterior Grade plywood decking or equal. Structural

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Truss support system and ridge beam shall be engineered and designed by the manufacturer to meet all applicable state and local codes. Provide raised expansion joint at roof at connection of the two portable building halves, typical for all portable units.

Roof covering shall consist of a fully adhered 60 mil, (color white) EPDM membrane. Gutters: are typically 6' wide Ogee aluminum seamless gutter, with hidden gutter hangers with screws. Gutters are expected to be independent and seamless, on each ½ side of the portable unit, with adequate downspouts. Downspouts: Provide (3"x4") Ogee type aluminum downspout. Provide additional downspout material to extend downspouts to within 6" of ground, typical.

9. **Ceiling:** The ceiling system shall be 2'x4' suspended and consist of non-sag acoustic tiles (Armstrong mineral board tiles #1830); minimum height of 8' AFF. Mate line trim and materials shall be provided by the manufacturer as required to complete the installation. Installation of mate line material shall be done as per manufacturer's recommendation. Ceiling system shall be braced from above to eliminate shifting in transit.

Electrical: The building electrical panel shall be located within one of the two interior closets for accessibility. The panel shall be rated at **125** amps at 120/240V; 60 Hz; 1 phase. Units shall be pre-wired and pre-piped for electric work and data systems with required 12x12x6" exterior junction boxes and required junction boxes at the interior mate-line. Provide 2'x4' lighting fixtures with LED lamp 3500K. The average foot-candles to be 50FC. Provide low voltage, switching to be interconnected with motion sensor. Exterior lighting shall consist of two (2) standard porch lights (LED Type) with unbreakable sconces photocell controlled. Provide two (2) Exit Sign / Emergency Light Combos (LED Type) mounted above each door. Provide two duplex receptacles and one data outlet on each other walls. Provide junction boxes, conduit and pull strings above ceiling at locations shown along exterior walls for future exterior light fixtures.

10. **Mechanical:** Buildings shall be served by a Bard Manufacturing Company, Inc., TS series, self-contained, vertical, exterior wall mount, through-the-wall heat pump. The unit shall be equipped with electric resistance heat and energy recovery ventilator options. The heat pump shall have a factory installed electric resistance heater available that is designed specifically for application in the T Series heat pump. Heater shall include automatic limit safety controls. The built-in commercial room ventilator shall be internally mounted with built-in exhaust air damper. The ERV shall be controlled by indoor blower operation. The unit shall be provided with an electronic programmable, auto changeover, with humidity monitoring heat pump thermostat, Honeywell VisionPRO 8000 Model TH8321WF1001. The air distribution system shall be fully ducted and insulated with galvanized sheet-metal mains and a maximum 4' length of flexible duct serving 4-way throw, aluminum diffusers. Airflow shall be balanced at spin-in collar tap in lieu of at the diffuser. Insulation shall be exterior or internally lined with green guard certified material. Balancing must be provided for the outside air to accommodate the needs and each diffuser should be proportionately balanced to the total CFM.

Equipment start-up by a certified HVAC technician is required for all units. The technician shall perform starting of equipment, according to manufacturer's written instructions, once units are onsite. One startup demonstration will be required for each placement site, MCPS to select the unit.

11. **Insulation:** Buildings shall be provided with a minimum thermal batt insulation of: R-30 un-faced floor, Must be supported properly underneath unit. R-19 Kraft faced exterior wall, and R-48 un-faced ceiling.
12. **Accessories:** Buildings shall be provided with: one (1) 16' white marker boards with full length display rails to include map hooks, flag pole holder, and cork insert; one (1) 4' x 8' white marker

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board with full length display rail; one (1) 15' laminated shelf, 12" depth, with coat hooks at 6" O.C. (minimum of 30 hooks), shelf assembly shall be installed to wall plate that is fastened to studs; three (3) ¾" thick 16" deep laminated shelves to fit the width constructed in each closet with side supports able to support up to 100 pounds per shelf.

PART 3 - Commissioning Check required for all requisite envelope and system specification sections as applicable.

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

Beginning July 1, 2015, all MCPS contracts must include the following provisions:

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

Maryland Law requires that any person who enters into a contract with a county board of education "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender. Under § 11-722 of the Criminal Procedure Article of the Maryland Code, an employer who violates this requirement is guilty of a misdemeanor and, if convicted, may be subject to up to five years imprisonment and/or a \$5000 fine.

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

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

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

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

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

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

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

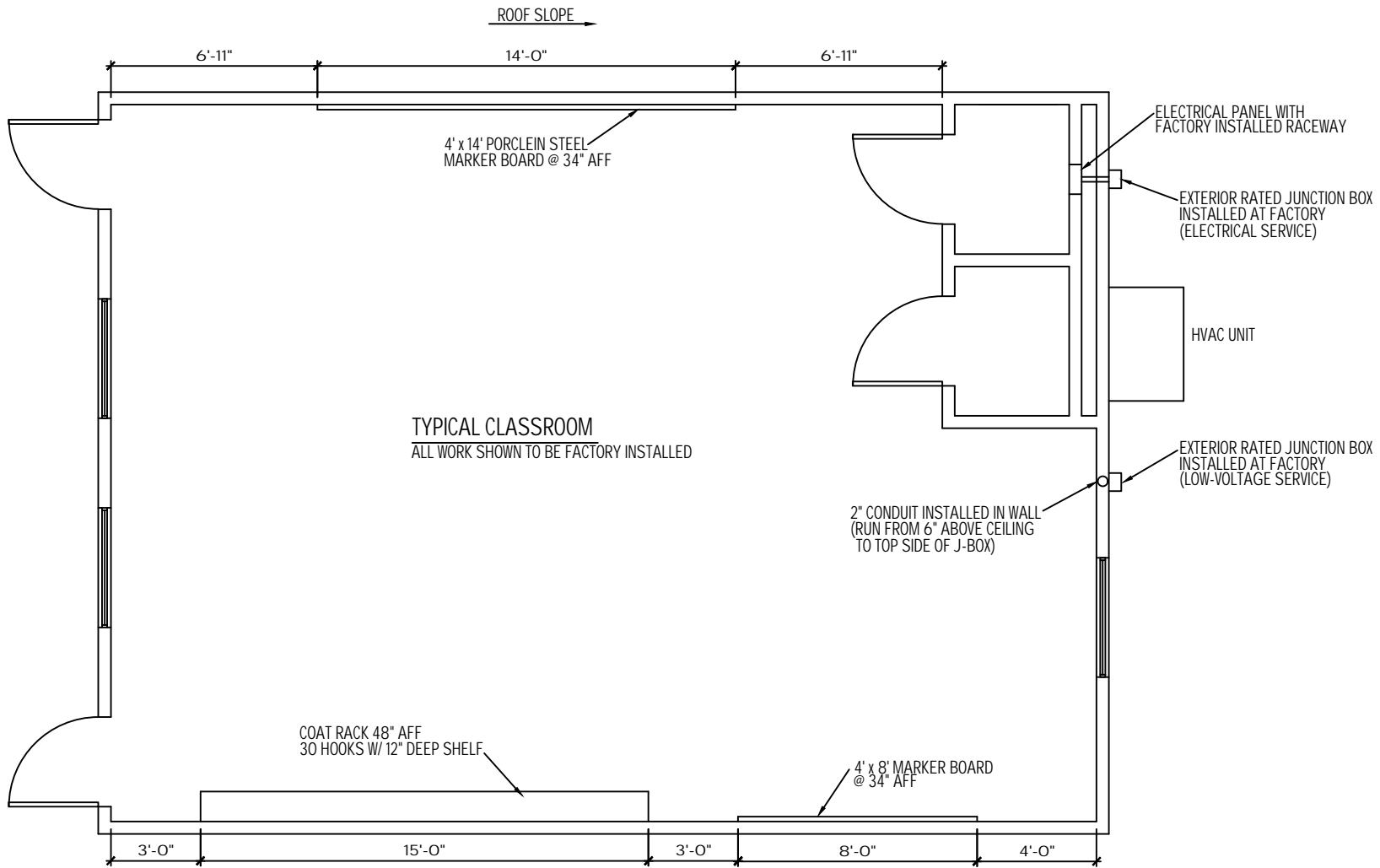
The contractor must take appropriate steps to promptly follow up on information identified in the criminal background check related to the sexual offenses, child sexual abuse offenses, and crimes of violence enumerated above, as well as any information regarding offenses involving distribution of drugs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

recommendation, and the contractor will be responsible for any consequences of a material misrepresentation in its written summary.

Once the contract is awarded, the contractor is responsible for implementing the background check process. An individual in the contractor's work-force may not begin work in a MCPS school facility on an assignment where the individual will have direct, unsupervised, and uncontrolled access to children, until: (a) the background check results for that individual have been received by MCPS; (b) the contractor certifies to MCPS that the individual has received training and/or reviewed informational materials, as appropriate, regarding recognizing, reporting, and preventing child abuse and neglect, consistent with the content provided in training for MCPS employees; and (c) the individual obtains a MCPS identification badge. The badge will be issued by the MCPS Background Screening Office, 850 Hungerford Drive, Rockville, MD 20850.

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

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



DIVISION OF CONSTRUCTION
45 West Gude Dr. Suite 4300, Rockville, MD 20850 Phone: 240-314-1000 Fax: 240-314-1038

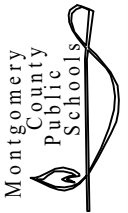
Standard Detail: MODULAR CLASSROOM ARCHITECTURAL PLAN

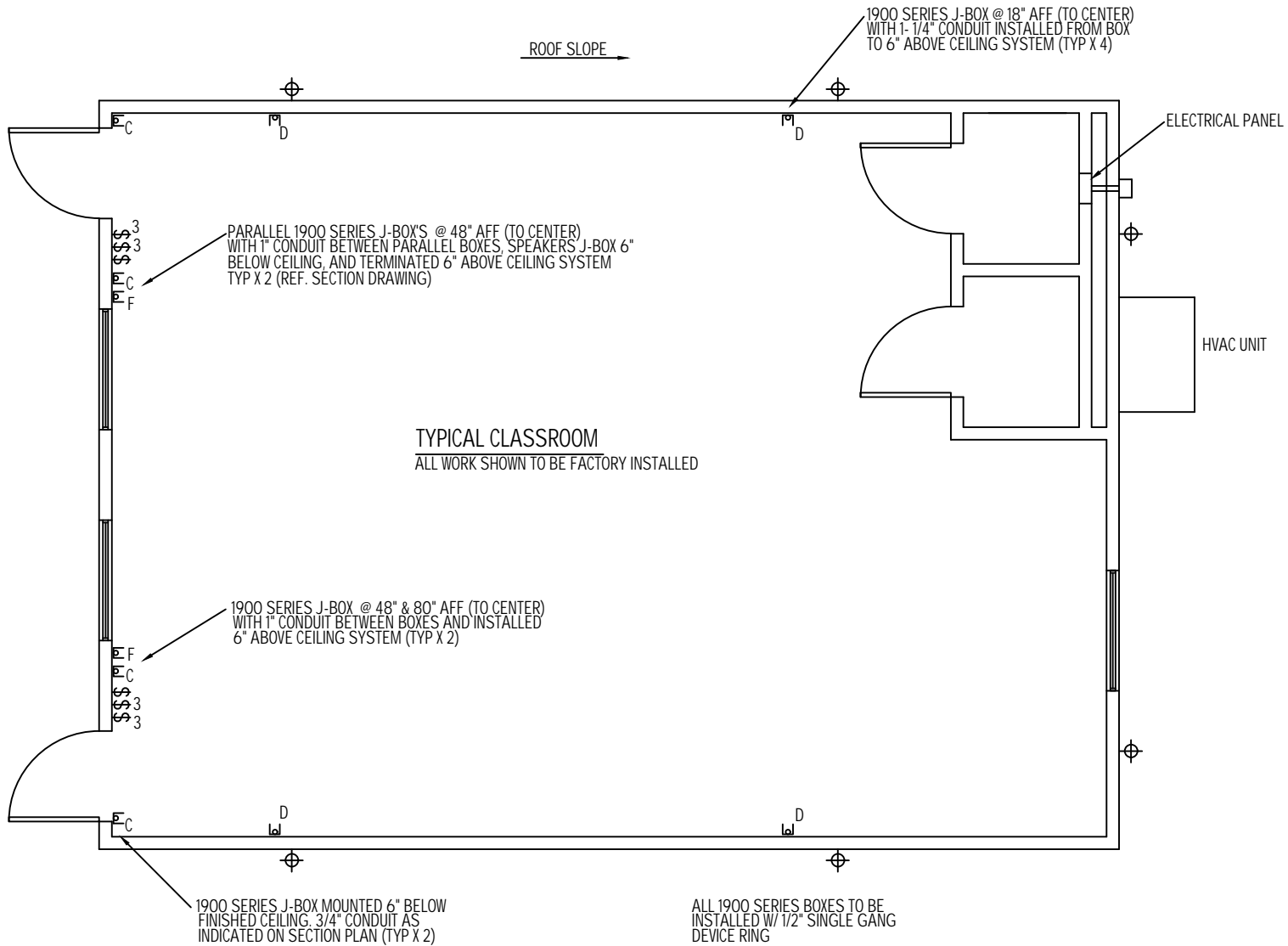
APPROVED BY: DATE: 01-12-12

REVISION DATE: 1-10-20

SCALE: NOT TO SCALE

MOD-1.0





⊕ = FUTURE EXTERIOR LIGHTING LOCATIONS

NOTE: PLEASE PROVIDE FLUSH MOUNTED UTILITY BOXES AT LOCATIONS SHOWN APPROX. 2 FEET BELOW ROOF SURFACE. POWER SHOULD BE PROVIDED AND BLANK COVERS ON BOXES.

DIVISION OF CONSTRUCTION
45 West Gude Dr. Suite 4300, Rockville, MD 20850 Phone: 240-314-1000 Fax: 240-314-1038

Standard Detail: LOW VOLTAGE CONDUIT & J-BOX LAYOUT

APPROVED BY: DATE: 01-12-12 REVISION DATE: 1-10-20

SCALE: NOT TO SCALE

MOD-1.0

