

**Department of Materials Management  
Procurement Unit  
MONTGOMERY COUNTY PUBLIC SCHOOLS  
45 West Gude Drive, Rockville, Maryland**

**INVITATION FOR BID # 9099.6**

**SECURITY SYSTEM AND PUBLIC ADDRESS SYSTEMS INSTALLATION  
AND CABLING AT VARIOUS FACILITIES**

**GENERAL CONDITIONS AND SPECIFICATIONS**

**I. GENERAL CONDITIONS**

**A. Scope**

The Contractor must provide all necessary management, supervision, personnel, labor, tools materials and equipment for electronic security systems installation, alteration and renovations to complete projects in all detail as required to install auto-dialing digital communicator security systems with passive infrared (PIR) sensing, the installation of various types of cables (Public Address (PA), fire, security, computer) and related components in various Montgomery County Public Schools (MCPS) buildings and locations as required.

**B. Intent**

1. It is the intention of these specifications to establish a Time and Materials Requirements Contract with responsible contractors to complement the forces at various MCPS schools and offices. All work shall be performed by a specialty contractor of established reputation who is regularly engaged in the performance of the specified work and who maintains, and make available for this purpose, a regular force of skilled workmen.
2. **Bid prices offered shall be all-inclusive, including but not limited to, labor, equipment and miscellaneous materials to satisfy all specification requirements. All costs shall be included in the bid prices submitted.** All work shall be performed in accordance with the latest applicable laws, codes and regulations of the various regulatory bodies of the State of Maryland, Federal/Local Governments, and all other boards or departments having jurisdiction. These regulations and standards will further be considered a part of these specifications and conditions. The Contractor shall furnish and install any additional items required by the same, whether or not particularly shown or specified. Any items or requirements noted herein in excess of these requirements and permitted by the requirement shall take preference. All deliveries must be prepaid to the destination (F.O.B. destination) and in no case will collect shipment be accepted.

**C. Award**

1. This solicitation does not commit MCPS to award any contract or to pay any costs incurred in the preparation of a response. It is the intention to prequalify responsible contractors submitting the most favorable unit prices with consideration being given to any previous performance for the Board of Education as to quality of service, acceptable merchandise, and with regard to the bidder's ability to perform should it be awarded the contract. However, the Board of Education reserves the right to make awards according to the best interest of the Board of Education of Montgomery County, Maryland. **Awards are contingent upon availability of funds.**
2. Wherever the term "provide" is used, it shall mean, "furnish and install in place, complete in all details".

**D. Site Inspection**

The pre-qualified Contractors will be contacted by the Project Coordinator as need arises to submit proposals for future projects. The Contractor(s) are required to inspect the sites, take measurements, in accordance with details as requested by an authorized MCPS Representative/Project Coordinator and develop proposals based on the awarded hourly labor rates. The Contractor must report to the main office at the site to contact the building service manager prior to inspection. When the proposals have been submitted and received, it shall be understood that the work site has been inspected and that the Contractor is aware of the needs and conditions under which the work is to be accomplished. The Contractors shall notify the MCPS Project Coordinator **in writing** of any conditions that might prevent them from performing their work in the manner intended. Failure to do so will not relieve the successful Contractor of the obligation to furnish all materials and labor necessary to fully carry out the provisions of the contract document. Proposals shall be requested from the awarded Contractor(s) in writing for all projects.

**E. Schedule**

1. **Completion dates shall be identified on each Contractor's proposal.** A purchase order issued and signed by the director of the Department of Materials Management will be the Contractor's authorization to proceed with an approved proposal. Scheduling of work must receive prior approval of the MCPS Project Coordinator. All work is to be totally completed on or before the stated completion date identified and accepted on each proposal. This includes but is not limited to, final inspections by MCPS staff, all cleaning task, punch-out work, etc. Late charges will be deducted for failure to meet any target dates without an MCPS approved extension. (See "**Late Charges for Failure to Complete on Time**" under **Contract Administration**.)
2. The Contractor shall maintain an adequate labor force on the work site from the start of the project until the completion in order to satisfy the schedule. MCPS expects the work to proceed uninterrupted.

**F. Contract Term**

The term of contract shall be for one year as stipulated on the Invitation For Bid. However, the contract may not begin until one day after approval by the Board of Education and will conclude as stated under the contract term. MCPS reserves the right to extend this contract at existing prices, terms and conditions for up to four additional one year terms. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful bidder(s) 90 days prior to the expiration of the original contract. The bidder(s) shall have ten days from date of notification to return the notice acknowledging its intent to accept or reject the extension. Once all responses are evaluated, MCPS staff may make a recommendation to the Board of Education to extend the contract or decide to rebid. If the contract is extended by the Board of Education, a contract amendment will be issued.

**G. Quantities**

MCPS shall not be obligated to purchase any specific quantity. Quantities in this request are subject to change and purchases are dependent upon the requirements of MCPS and on budgetary limitations. Orders will be placed from time to time throughout the contract term.

**H. Quotations**

No bidder will be allowed to offer more than one price on each item. A bidder may restrict its bid to consideration in the aggregate by so stating, but shall name a unit price on each item bid upon. Any bid in which the bidder names a total price for all the articles without quoting a price on each and every separate item will be considered informal. If there is a discrepancy between the unit cost and total cost, the unit cost shall prevail.

Rates: Regular rate will represent work performed Monday through Friday, 6:00 a.m. until 5:59 p.m. Overtime rate will represent work performed Monday through Friday 6:00 p.m. until 5:59 a.m. including weekends and all MCPS holidays. Hourly rates shall be all inclusive, including but not limited to union fees, workman's compensation, insurance, benefits, etc.

**I. Travel time:**

No payment for travel time to or from job site shall be charged. Charges begin when contractor arrives at each job site and end when crew leaves each job site. The project coordinator will verify time records.

**J. Catalog/Discount Prices**

Prices for materials are to be quoted in terms of a percentage discount from a current price list. The discount must include all charges, FOB destination. Discounts are less Federal, State and local taxes. List shall be the manufacturer's published catalog and published price list. Sources of list prices are to be clearly described on the attached quotation sheet. The discount quoted shall remain firm for the entire contract period.

Catalog/Price lists are firm for the first year of the contract. Any request for a price adjustment after this on-year, as may be reflected in newly published catalog/price list is subject to approval or rejection by the MCPS, Director of Materials Management. This request must be given in writing at

least 15 working days in advance of such change. It is the responsibility of the contractor to maintain the catalogs and price lists in a current and up-to-date status during the contract period.

**K. Provision For Price Adjustment**

Price increases will not be considered for the first year of the contract. Thereafter, the successful bidder must submit a written request for price relief. Adjustments will be based upon the Consumer Price Index (CPI), specifically, the All Consumers Index, published by the U.S. Department of Labor, Bureau of Labor Statistics, for the Washington, D.C., Metropolitan Area and shall not exceed 75% of the percentage change of January 1 CPI's, rounded to the nearest tenth of a percentage. MCPS reserves the right to accept or reject the request as may be determined to be in the best interest of MCPS. Any orders prior to a request for price increase shall be honored at the original contract price. Downward adjustments shall be made by MCPS without a request from the Contractor.

**L. Warranty**

1. The specifications require that all workmanship and materials shall be warranted for two years. Final payment will be made once the installation is complete and accepted by MCPS. The warranty shall begin once the MCPS Project Coordinator has approved the Contractor's final invoice for payment.
2. Warranty shall provide for replacement of defective materials plus installation and labor. Any warranty claim made by MCPS prior to the expiration of said warranty shall be satisfied although the warranty has subsequently expired. Failure of the bidder to provide satisfactory warranty service to MCPS shall be grounds for exclusion from future bidding.
3. Point of contact may change between the MCPS Project Coordinator and the Contractor when identifying and resolving warranty claims during the warranty period.

**M. Inspections**

All work and materials supplied under these specifications shall be subject to inspection by the project coordinator. All parts of the work shall be accessible to the inspector. The contractor shall correct in its entirety, any work that is defective under these specifications, to the satisfaction of the Project Coordinator.

**N. Deviations**

All bids, meeting the intent of the invitation, will be considered for award. Bidders who are deviating from the terms, conditions, and/or specifications shall list such and explain fully on a separate sheet to be submitted with their bid. If these deviations are of a technical nature, the Contractor shall supply manufacturers engineered description of the deviation. The absence of such a sheet shall indicate that the bidder has taken no exception and shall be held responsible for performing in accordance with the terms, conditions, and specifications as stated herein

**O. eMaryland Marketplace**

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

**P. 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, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that 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. A negative reply will not adversely affect consideration of your bid response.

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

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.

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

Under recent amendments to § 5-561 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 Department of Safety and Security, 850 Hungerford Drive, Room 131, Rockville, MD 20850. Appointments are made by calling 301-279-3066. The contractor will be required to return all badges at the conclusion of the contract.

The criminal background check and badging process will be at the contractor’s expense and shall be completed prior to performing any work.

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.

**R. References**

Bidders shall provide three references with their bid submission. The references shall have company name, contact person, address and phone number of three current customers for which a contract for similar size and type of project has been provided. If the reference information is not accurate and MCPS cannot contact the person(s) named then your bid may not be considered. MCPS may request additional references.

<u>Company Name &amp; Address</u>	<u>Contact Person</u>	<u>Phone Number</u>	<u>Contract Number</u>
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1. \_\_\_\_\_

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Email: \_\_\_\_\_

2. \_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

3. \_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

**S. Special Conditions**

1. Audit Provisions – MCPS shall have the right to examine the successful bidder(s) records pertaining to work performed under the contract to determine and verify their compliance with all contractual conditions. MCPS shall be granted access to such records at all reasonable times during the contract period and for three years thereafter.
2. Contingent Fee – The successful bidder(s) hereby represents that they have not retained anyone to solicit or secure this contract from MCPS upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial selling agencies maintained by the person so representing for the purpose of securing business, or any attorney rendering professional legal services consistent with applicable canons of ethics.
3. Assignments – Neither this contract nor any interest therein nor claim there under shall be assigned or transferred by the successful bidder(s) except as expressly authorized in writing by MCPS and no contract shall be made by the successful bidder(s) with any other party for furnishing any of the work or services herein contracted for without the written approval of MCPS.
4. Disputes – Any dispute concerning a question of fact arising under this contract shall be disposed of by written agreement between the Contractor and the MCPS Contracting Officer. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the contract performance.

**T. Proprietary and Confidential Information**

Bidders are notified that MCPS has unlimited data rights regarding proposals submitted in response to this solicitation. Unlimited data rights mean that MCPS has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by the bidders in response to this or any solicitation issued by MCPS. However, MCPS will exempt information that is confidential commercial or financial information of a Provider, as defined by the Maryland Public Information Act (MPIA), State Government Article, Section 10-617, from disclosure. It is the responsibility of the bidder to clearly identify each part of its proposal that is confidential commercial or financial information by stamping the **bottom right-hand corner** of each pertinent page with one-inch bold face letters stating the words “**confidential**”



or “**proprietary.**” The bidder agrees that any portion of the proposal that is not stamped as proprietary or confidential is not proprietary or confidential. As a condition for MCPS keeping the information confidential, the bidder must agree to defend and hold MCPS harmless if any information is inadvertently released.

U. **Award Criteria**

1. Conformance to specifications
2. Ability to perform
3. Price
4. Past performance

V. **Addenda/Errata**

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the sole responsibility of the bidder to check the “Event Calendar” on the MCPS website <http://www.mcps.k12.md.us/departments/procurement/> or contact Laly Bowers in the Procurement Unit at 301-279-3555, to verify whether addenda/errata have been issued. Failure to provide the signed acknowledgement of the addenda/errata may result in the bid being deemed non-responsive.

X. **Inquiries**

Inquiries regarding this solicitation must be submitted **in writing** to Laly Bowers, CPPB, Buyer II, Montgomery County Public Schools, 45 West Gude Dr., Room 3100, Rockville, Maryland 20850, fax number 301-279-3173. Questions must be received no later than four business days prior to bid opening in order for the bidder to receive a reply prior to submitting its bid. The Board of Education will not be responsible for any oral or telephone explanations or interpretations. Bidder contact with any other MCPS employee regarding this solicitation will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its bid. The MCPS Procurement web site address is <http://www.mcps.k12.md.us/departments/procurement/>

II. **CONTRACT ADMINISTRATION**

A. **General**

1. **Minority Business Enterprise in Public Schools**

Minority business enterprises (MBE) are strongly encouraged to respond to this IFB.

2. **Submit Evidence of Insurance**

**Insurance**

See Article XXI of the General Stipulations and Instructions to Bidders. The successful Contractor shall submit an actual certificate of insurance made in favor of MCPS within five workdays after a Pre-Award Notification letter has been issued to the Successful Bidder.

**3. Invoicing**

Bidder shall submit itemized invoices in duplicate to the MCPS Project Coordinator for acceptance of work as being completed and will submit one signed copy to the Division of Controller for payment. **Invoices shall identify pertinent information such as purchase order number, building name, and specific locations within the building where work was performed.**

**4. Permits and Inspections**

The Contractor shall obtain all required permits, pay all fees, and certify that other required permits have been obtained prior to commencing work. Upon completion of all work, obtain all certificates of inspections required and deliver them to the MCPS Project Coordinator. All required permit certificates and related documentation shall be submitted to the MCPS Project Coordinator for approval prior to final payment.

**5. Estimates**

Prior to the commencement of work on any requirements, the contract administrator or his designee and the contractor will prepare an "Estimate to complete" containing the following:

- a. Brief description of the work to be performed.
- b. Number of labor hours and types of labor.
- c. Material cost estimate (itemized)
- d. Estimated completion date.

All estimates must be signed and dated by the contract administrator and the contractor, and reference the contract number.

**B. Contract Security (Required for state funded projects)**

1. Security may be in the form of Certified Cashier's or Bank Treasurer's Check **OR** Bonds (AIA Documents A-311, A-312, or similar). The bonding firm must be licensed to do business in the State of Maryland.
2. Upon receipt of an MCPS approved proposal \$50,000.00 and over, the successful Contractor shall deliver to MCPS, Procurement Unit within **five working days**, the required securities that are:

Performance and Payment Bonds – Bonds are required for projects that are in excess of \$50,000.00. The Contractor shall provide a bond in the amount of the total MCPS accepted proposal cost per project.

3. If bond(s) are to be used for contract security, the cost of the bond(s) shall be borne by the Contractor. **Note: Failure to supply the Contract Securities as specified will be considered non-responsive and remove the Contractor from the list of Pre-**

**Qualified Contractor(s) and they will no longer be considered for future projects for the remaining portion of the contract.**

**C. Special Safety Requirements**

1. Contractor shall have a plan/procedure in place for continuity and completion of work on schedule if any of its on-site workers are affected by COVID-19 or any other infectious disease.
2. Contractor **MUST** notify MCPS immediately if any employee that has been on site exhibits symptoms or tests positive for COVID-19 during and for two weeks after project completion.
3. Contractor's employees **MUST** wear a minimum of a fabric facemask whenever in an MCPS building, in accordance with CDC and State guidelines, and practice social distancing to the extent possible whenever not inside an active containment and/or utilizing higher level respiratory PPE.

**D. Performance**

1. The Contractor shall have on the job site at least one person fluent in English.
2. **The Contractor must provide to the MCPS Project Coordinator cellular telephone numbers and e-mail addresses of project managers to allow for day-to-day direct communications.**
3. Work to be completed in a timely workmanlike manner; fumes, odors, materials and work procedures will be controlled to protect occupants and property from harm and damage.
4. The Contractor shall furnish the services of an experienced supervisor, who shall be in charge of the work and to provide direction to the crew at all times.
5. Contractor and employees;
  - a) Will be required to check in daily at facilities main office to receive identification badges that shall be worn while on premises. These badges must be returned to MCPS daily.
  - b) Use of any form of tobacco products, liquor and/or illegal drugs is not permitted in MCPS buildings and on grounds.
  - c) Are not to routinely use facility equipment and buildings, i.e., telephone, lounges, toilet rooms, parking lots, etc. The MCPS Project Coordinator will designate such facilities authorized for Contractor use.
6. All work shall be scheduled to the mutual satisfaction of the School Administration and the MCPS Project Coordinator to avoid conflicts with school activities.
7. The building is expected to be occupied throughout the stated period allowed for this

work.

8. Work area must be left clean and ready for use after the installation. The Contractor must remove all debris generated by work from the premises daily.
9. Installation must be performed in strict compliance with the latest local, state, and federal regulations having authority. The Occupational Safety and Health Administration Hazard Communication Standards (OSHA) must be followed.
10. Upon completion of all work, repair any interior damage as well as exterior damage such as, lawns, landscaping, fences, roads, curbs, sidewalks, parking areas damaged or any other damages that are as a result of the work; restoring damaged items to condition as good as existed prior to damaging.
11. Failure to perform in accordance with MCPS specifications and industry standards may result in the Contractor being removed from the approved bidder list to receive future Invitation For Bid for a period of two years. This action would make the Contractor ineligible to be considered for future MCPS contracts for that period of time.

**E. Project Coordinator**

1. No changes in contract conditions or specifications will be made without the approval and authorization of the director of the Department of Materials Management.
2. After award MCPS Division of Maintenance will assign a Project Coordinator, who will handle the day-to day operation and installation coordination. Scheduling work on site after an award of contract must be made through the MCPS Project Coordinator.
3. The MCPS Project Coordinator is responsible for:
  - a) Instructing the Contractor of the details of work required including the labor and the material/equipment to be used.
  - b) Give direction to the Contractor to ensure satisfactory and complete performance;
  - c) Monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;
  - d) Serve as records custodian for this contract;
  - e) Accept or reject the Contractor's performance;
  - f) Furnish timely written notice of the Contractor's performance failure to the Procurement Unit;
  - g) Prepare required reports;
  - h) Approve or reject the contractor's maintained record of time and material used

for the job. The project coordinator must sign and date these records;

- i) Inspecting all work performed and authorizing payment upon acceptance;
  - j) Recommend contract modifications or terminations to the Procurement Unit;
  - k) Issue notices to the Contractor to proceed with the project after receiving signed change order as required.
4. The MCPS Project Coordinator is not authorized to make any determination that alter, modify, terminate or cancel the contract, affect procurement, interpret ambiguities in the contract language, or waive MCPS contractual rights.

**F. Quality Assurance**

1. The intent of the following specifications is to establish quality standards and experience requirements for the installation of all cabling assignments (PA, fire, security, computer) in MCPS buildings and portable classrooms as required by MCPS.
2. The Contractor must be regularly engaged in the type of work to be performed as specified herein. The successful Contractor shall have bona-fide employees trained and experienced.
3. The contractor must be licensed by the State of Maryland to provide services and installation of security equipment as required under this solicitation. The contractor must provide a copy of the firm's Security System Agency license with the bid.

**G. Dealer Status**

Bidders, by offering quotations herein, certify that they are current authorized dealers in good standing for all quoted manufacturers. Manufacturer's written certification of dealer status must be provided within 15 days if so requested by MCPS at any time during the contract period for any contracted items. Should the contractor lose dealer status at any time during the contract period for any contracted items, that portion of the contract will automatically be cancelled with no further obligation to MCPS.

**H. Material and Workmanship**

The work shall be under the general direction of the contractor but subject to the inspection of the Project Coordinator or the authorized MCPS representative who may require the contractor to correct defective materials or workmanship without additional cost to MCPS.

All material and practices which are necessary, or which are normally provided and performed in order to accomplish the desired results, shall be furnished by the contractor as outlined herein and shall conform in strength, quality of material, appearance, and workmanship to that usually provided by the trade.

**I. Late Charges For Failure To Complete On Time**

1. MCPS shall retain \$250.00 per each calendar day of delay beyond the completion date(s) stipulated on each proposal, for the first five days. MCPS shall retain \$500.00 for each calendar day thereafter. The late charges shall be assessed by MCPS as a result of the late completion. This shall apply if the Contractor fails to meet any specified target date as identified on each proposal herein unless written approval for extension has been granted by MCPS.
2. Failure to complete the work within the time specified will entitle MCPS to late charges. These charges will be deducted and retained out of any monies due to the Contractor under this contract for the sum stated in the above paragraph for each calendar day required to complete the work beyond the agreed upon and documented completion date. This includes Saturdays, Sundays, and legal Holidays.
3. If necessary to reach a proper stopping place in any portion of work or to complete work within contract time limit, the Contractor shall work overtime both their forces and forces of their Sub-Contractors without additional cost to the contract price. The Contractor shall be responsible for all incidental costs in connection with such overtime work including, but not limited to, MCPS building services staff overtime as required.
4. If work falls behind schedule, as determined by the MCPS Project Coordinator, the Contractor shall provide, at their own expense, additional labor and/or equipment, overtime pay, etc., required to overcome delays including, but not limited to, MCPS building services staff overtime as required.
5. The MCPS, director of the Division of Maintenance will review requests for extension of completion time due to strikes, lack of materials, and/or any other condition, over which the Contractor has no control. Written application for extension shall be made immediately upon occurrence of conditions that, in the opinion of the Contractor requires such an extension, with reason clearly stated and detailed proof for each such delay. The delay of MCPS issuing a purchase order does not automatically alter any completion dates. If in the Contractor's view the delay of a purchase order is having a negative effect on completion of the contract within the dates specified, they must notify MCPS in writing immediately. Using the rationale that a purchase order was issued late, at the conclusion of the work will not be an acceptable reason for requesting a contract extension. No time extension will be allowed except by final written approval of the MCPS Procurement Unit. No requests for extension due to weather conditions will be considered unless accompanied by documentary evidence supplied by the Weather Bureau showing, by comparison, that such weather suffered is abnormal to any of the past five years as recorded by the Weather Bureau. **No request for extension will be considered by MCPS if received from the Contractor after the previously agreed completion date has passed. Late charges will be automatically deducted.**

#### J. **Project Close-Out**

1. Initial Installation Punch-out
  - a) The Contractor shall notify the MCPS Project Coordinator **in writing** that the work is ready for punch-out inspection. Punch-out shall occur sufficiently in advance of the installation **completion date as specified on the proposal**, to afford the

Contractor time to rectify punch list corrections. Before calling for a punch-out, all installations shall be completed and all areas shall be clear of construction materials and debris.

- b) During punch-out, the following individuals shall be present:
    - (1) Authorized representatives of MCPS
    - (2) Contractor
  - c) Upon completion of a punch-out, a written punch list shall be prepared by the Contractor and submitted to MCPS within five workdays.
2. **The Contractor is entitled to one punch-out inspection and one final inspection for each installation.** Any additional inspections by MCPS staff due to the Contractor's failure to complete the punch-out items will result in deductions of costs incurred by MCPS for such inspections from the Contractor's final invoice.
3. The Contractor shall notify the MCPS Project Coordinator **in writing** for a final inspection once all related punch list items have been 100% completed. All punch-out and final inspections shall be performed well in advance of the completion date to allow for corrections. **Late fees shall accrue until all punch list items are 100% complete.**

**K. Changes in The Work**

- 1. Should it be desired to make alterations or changes at any time during the progress of the work or to add to or delete work, MCPS shall have the undisputed right to make such changes, additions, omissions, or alterations by written order. An MCPS CHANGE ORDER FORM must be completed and signed by both MCPS and Contractor's authorized representative. All Change Order Forms, Proposals and other supporting documentation relating to additional work must be supplied to the MCPS Project Coordinator within one week from the time the Change Order need is identified. No cost changes to contract will be paid without a complete Change Order Form. If work is performed without MCPS authorization and/or written Change Order, the Contractor shall be subject to reversing said work, or work and/or materials should remain at no cost to MCPS. This shall be solely at MCPS' discretion.
- 2. The Contractor shall furnish supporting documentation with all Change Order Requests credits or extras. At a minimum, change order requests shall include a description of the work, detailed material lists, costs of materials (actual Contractor costs, not list prices), man-hours and rates. The same material costs, man-hours, rates, supervision, overhead and profit shall be applied equally to a credit or an extra.

**III. DETAILED SPECIFICATIONS****A. Intent**

The successful Contractor shall be required to supply all labor, technical support and incidental installation materials not furnished with the security equipment, but required for its installation, included in the hourly labor rate as offered on the quotation form. They shall also provide all labor as required for the installation of various types of cable and related component installation, i.e., key pads, detectors, camera mounts, door contacts, etc., in old and newly built facilities and portable classrooms as specified herein. All security equipment, wiring and any other ancillary equipment shall be provided by MCPS.

**B. General Security Equipment and Cable Installation**

1. Security equipment and various types of cable may be provided by MCPS.
2. All connections or splices shall be accomplished by means of solder or sealants filled B-wired connectors, insulated pressure connectors, insulation piercing connectors, solder, or terminal strips as appropriate. These are an example, but not limited to, the incidental shop stock materials the Contractor shall provide and include in their hourly labor rate. Any such devices shall be appropriate for the size wire involved and shall be of a type intended for such use by the manufacturer and traditionally used in the electronic/sound trade. Connectors shall be installed using the tool(s) or methods specified by the connector manufacturer.
3. All devices shall be installed plumb or level as appropriate, and shall be installed using all available and appropriately sized screws and/or mounting hole devices. Devices shall be in direct and firm contact with the mounting surface and there shall be no visible gaps or holes. Any equipment or devices damaged due to causes beyond the control of MCPS and as a result of the installers negligence shall be the Contractors responsibility to repair or replace at the discretion of MCPS.
4. All work shall be done in a neat and workmanlike manner. **All cabling shall be secured using nylon wiring ties to suspend it from lying on the ceiling below.** Any damage to MCPS facilities or equipment, as a result of this installation shall be repaired or replaced at MCPS discretion and satisfaction. All boxes, junctions, or outlets shall be fitted with appropriate covers or plates. Wires or cables shall not be exposed or visible with the exception of sufficient slack at the rear of the control console to allow for servicing.
5. The Contractor shall mount and/or connect any or all of the following as specified:
  - a) Control panels (MA3000LK0L)
  - b) EZM (expander) (EZM3008)
  - c) Key pads (RP3000LCD)
  - d) Passive infra-red detectors (ceiling mount)



- e) Dual-TEC micro wave (passive detectors)
- f) CCTV mounts for cameras
- g) Door contacts
- h) Various gas detectors/monitors as required

**C. Cutting and Patching**

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

**D. Electric Power and Light**

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

**E. Asbestos Abatement**

MCPS will be responsible for all asbestos removal. The Contractor is to schedule through the MCPS Project Coordinator, any asbestos abatement that may be required.

Montgomery County Public Schools  
Division of Maintenance

CHANGE ORDER FORM

Facility: \_\_\_\_\_  New Work  Additional Work

Location of work to be performed: \_\_\_\_\_

Description of work to be performed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Start Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Completion Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Total Cost for Change Order: \_\_\_\_\_

**Notice: Acceptance of this change order does not alter the contract completion date. If this change order has any effect on the contract completion date, additional documentation shall be submitted to MCPS as specified.**

\_\_\_\_\_  
(Representative Approval) (Date)

\_\_\_\_\_  
(MCPS Consultant Approval) (Date)

\_\_\_\_\_  
(Authorized Contractor Representative Acceptance) (Date)

\_\_\_\_\_  
(MCPS Contract Officer) (Date)

**QUOTATION SHEET**

Regular hours will be 6:00 a.m. to 6:00 p.m., Monday through Friday. Overtime hours are any hours after 6:00 p.m. and before 6:00 a.m. Monday through Friday and any hours Saturday, Sunday or holidays. The hourly rates must be fully burdened to include any and all costs for overhead, benefits, profits, etc.

	Labor Classification	Hourly Rate	Estimated Annual Quantity		Extended Price
A.	Supervisor	\$ _____/hr x	20	=	\$ _____
B.	Lead Technician	\$ _____/hr x	720	=	\$ _____
C.	Technician	\$ _____/hr x	620	=	\$ _____
D.	Helper/Jr Tech	\$ _____/hr x	410	=	\$ _____
E.	Cable Puller	\$ _____/hr x	620	=	\$ _____

	Labor Classification	Overtime Holiday Rate	Estimated Annual Quantity		Extended Price
F.	Supervisor	\$ _____/hr x	30	=	\$ _____
G.	Lead Technician	\$ _____/hr x	30	=	\$ _____
H.	Technician	\$ _____/hr x	30	=	\$ _____
I.	Helper/Jr Tech	\$ _____/hr x	20	=	\$ _____
J.	Cable Puller	\$ _____/hr x	30	=	\$ _____

Manufacturer	Manufacturer's Current Published Price List Identification Number and Publication Date	Percentage Discount from Current Price List
Tyco/Kantech	_____	_____ %
Napco	_____	_____ %
Ademco	_____	_____ %
Simplex	_____	_____ %
General Electric	_____	_____ %
Napco	_____	_____ %
Sylent Knight	_____	_____ %
Pelco	_____	_____ %
Panasonic	_____	_____ %
Other	_____	_____ %