

THE BOARD OF EDUCATION OF MONTGOMERY COUNTY
MONTGOMERY COUNTY PUBLIC SCHOOLS
PROCUREMENT UNIT
45 West Gude Drive, Suite 3100
Rockville, MD 20850-9999
301-279-3097

February 18, 2021

INVITATION FOR BID

9318.10, On Call Public Address System Replacement, Services, Repairs and New Installations at Various Facilities

Bid Opening Time: 2:00 PM

Bid Opening Date: March 12, 2021

NOTE: In the event of emergency closing of Board of Education offices, this bid will open at the same time on the next regular working day.

BIDS RECEIVED AFTER THE BID OPENING TIME AND DATE WILL NOT BE ACCEPTED.

COMPANY NAME: _____

1. Term of Contract: April 30, 2021 through April 29, 2021
2. Terms of Delivery: As specified in the Bid Document
3. Delivery Destination: As specified on the Purchase Order
4. Bid Security Required: Yes
Bid Security must be made payable to Montgomery County Board of Education
5. Performance Bond Required: Yes
- 6a. Samples Required: Yes No
- 6b. Sample Delivery Requirements:
 - Deliver to the Procurement Unit
 - Deliver to Supply and Property Management
 - Deliver to the Food Service Warehouse
 - Other
- 6c. Sample Delivery Time:
 - Prior to bid opening
 - At time of bid opening
 - Subsequent to bid opening

NOTICE TO BIDDERS

The appropriate items below must be completed as part of the bid. Failure to comply may disqualify your bid. Type or print legibly in ink.

I. BIDDER INFORMATION: As appropriate, check and/or complete one of the items below.

- 1. Legal name (as shown on your income tax return) _____
- 2. Business Name (if different from above) _____
- 3. Tax Identification Number _____

A copy of your W-9 must be submitted with this bid response.

II. BIDDER'S CONTACT INFORMATION: This will be filed as your permanent contact information.

- 1. Company Name _____
- 2. Address _____
- 3. Bid Representative's Name _____
- 4. Phone Number(s)/Extension(s) _____
- 5. Fax Number _____
- 6. Email Address _____
- 7. Website _____

III. PURCHASE ORDER ADDRESS: Please complete if different from Bidder's Contact Information.

- 1. Purchase Order Address _____
- 2. Representative's Name _____
- 3. Phone Number (s)/Extension(s) _____
- 4. Fax Number _____
- 6. Email Address _____

IV. PROMPT PAYMENT DISCOUNT: MCPS may consider prompt payment discounts as part of the award process; however, the Board reserves the right to make awards according to the best interests of MCPS.

_____ Prompt payment discounts of less than twenty (20) days will not be considered.

V. PURCHASING CARD AND SUA PAYMENT PROGRAM: MCPS is currently utilizing a purchasing card and Single Use Accounts (SUA) payment program through JP Morgan MasterCard. Please check the appropriate box below.

Yes, we accept MasterCard

No, we do not accept MasterCard

Note: Beginning April 1, 2018, MCPS will no longer process check payments. To avoid payment delays after this change, all bidders that accept MasterCard are strongly encouraged to sign up to receive SUA payments upon being notified of an award. For bidders that do not accept MasterCard, the ACH payment method is also available. Please e-mail SUA@mcpsmd.org to register for SUA, or e-mail accountspayable@mcpsmd.org to

request ACH registration forms.

VI. PURCHASE ORDER PREFERENCE: Montgomery County Public Schools (MCPS) is in the process of issuing orders via Facsimile or US Mail. MCPS prefers facsimile. Please check your preference below.

Facsimile US Mail Email EDI

VII. SLMBE (SMALL, LOCAL AND MINORITY BUSINESS ENTERPRISE): Check the appropriate box below.

African American Asian American Hispanic Native American
 Female Disabled None

VIII. NON-DEBARMENT ACKNOWLEDGEMENT

_____ I acknowledge that my firm has NO pending litigation and/or debarment from doing business with the State of Maryland or any of its subordinate government units and/or federal government within the past five (5) years.

_____ I acknowledge that my firm has pending litigation or has been debarred from doing business with the State of Maryland or any of its subordinate government units and/or federal government, within the past five (5) years. (Attachment)

As the duly authorized representative of the applicant, I hereby certify that the above information is correct and that I will advise Montgomery County Public Schools should there be a change in status.

By (Signature) _____

Name and Title _____

Witness Name and Title _____

IX. BIDDER'S CERTIFICATION: Upon notification of award, this document in its entirety is the awarded vendors contract with MCPS. By signing below, the undersigned acknowledges that s/he is entering into a contract with MCPS.

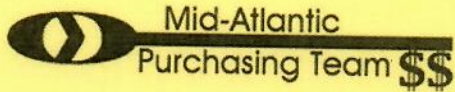
A. The undersigned proposes to furnish and deliver supplies, equipment, or services, in accordance with specifications and stipulations contained herein, and at the prices quoted. This certifies that this bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same supplies, materials, or equipment, and is in all respects fair and without collusion or fraud.

B. I hereby certify that I am authorized to sign for the bidder. (Bidders are cautioned to read the material under Section XXVII, signature to Bids, and to comply with its stipulations.) 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 the Montgomery County Public Schools, 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 _____

Witness Name and Title _____



**Metropolitan Washington Council of Governments Rider Clause
Invitation For Bid 9318.10**

USE OF CONTRACT(S) BY MEMBERS COMPRISING Mid –Atlantic Purchasing Team COMMITTEE

Extension to Other Jurisdictions

The [issuing jurisdiction] extends the resultant contract (s), including pricing, terms and conditions to the members of the Mid-Atlantic Purchasing Team, as well as all other public entities under the jurisdiction of the United States and its territories.

Inclusion of Governmental & Nonprofit Participants (Optional Clause)

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 good, commodities and/or services.

Notification and Reporting

The Contractor agrees to notify the issuing jurisdiction of those entities that wish to use any contract resulting from this solicitation and will also provide usage information, which may be requested. The Contractor will provide the copy of the solicitation and resultant contract documents to any requesting jurisdiction or entity.

Contract Agreement

Any jurisdiction or entity using the resultant contract (s) may enter into its own contract with the successful Contractor (s). There shall be no obligation on the party of any participating jurisdiction to use the resultant contract (s). Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction Including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue.

**Metropolitan Washington Council of Governments Rider Clause
Invitation For Bid 9318.10 Cont.**

	Yes	No		Yes	No		Yes	No
Alexandria, Virginia			Gaithersburg, Maryland			Rockville, Maryland		
Alexandria Public Schools			Greenbelt, Maryland			Spotsylvania County		
Alexandria Sanitation Authority			Harford County			Spotsylvania County Gov & Schools		
Annapolis City			Harford County Schools			Stafford County, Virginia		
Anne Arundel County			Howard County			Takoma Park, Maryland		
Anne Arundel School			Howard County Schools			Upper Occoquan Service Authority		
Arlington County, Virginia			Herndon, Virginia			Vienna, Virginia		
Arlington County Public Schools			Leesburg, Virginia			Washington Metropolitan Area Transit Authority		
Baltimore City			London County, Virginia			Washington Suburban Sanitary Commission		
Baltimore County Schools			Loudoun County Public Schools			Winchester, Virginia		
Bladensburg, Maryland			Loudoun County Water Authority			Winchester Public Schools		
Bowie, Maryland			Manassas City Public Schools					
Carroll County			Manassas Park, Virginia					
Carroll County Schools			Maryland DGS Purchasing					
Charles County Government			Maryland-National Capital Park & Planning Commission					
City of Fredericksburg			Metropolitan Washington Airport Authority					
College Park, Maryland			Metropolitan Washington Council of Government					
District of Columbia Government			Montgomery College					
District of Columbia Water & Sewer Auth.			Montgomery County, Maryland					
District of Columbia Public Schools			Montgomery County Public School					
Fairfax, Virginia			Northern Virginia Community College					
Fairfax County, Virginia			Prince George's Community College					
Fairfax County Water Authority			Prince George's County, Maryland					
Falls Church, Virginia			Prince Georgia Public Schools					
Fauquier County Schools & Government			Prince William County, Virginia					
Frederick, Maryland			Prince William County Public Schools					
Frederick County, Maryland			Prince William County Service Author					

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

MONTGOMERY COUNTY PUBLIC SCHOOLS
Procurement Unit
45 West Gude Drive, Suite 3100
Rockville, MD 20850-9999
General Stipulations and Instructions To Bidders

I. Invitation For Bid

The Board of Education of Montgomery County Maryland, herein after referred to as The Board of Education, will receive sealed proposals until the date and time indicated on the cover of the Invitation For Bid. Bids must be delivered to Montgomery County Public Schools, Procurement Unit, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850, and be received and stamped prior to the bid opening. Bids may be delivered in person, but delivery to the mailroom or lobby does not validate the time of receipt. The respondent shall assume full responsibility for timely delivery of the bid, whether by the U.S. Postal Service or by any other carrier. Bids received after the designated time for the receipt of solicitations will be returned unopened. Bids must be delivered in sealed opaque envelopes. Envelopes shall be clearly marked on the outside lower left corner with the bid number and bid opening date and time.

II. Intent

These specifications are intended to cover the furnishing and delivery of said materials, supplies, or services as hereinafter shown to any or to each of the various public schools, offices, or to any designated warehouse or warehouses in Montgomery County, Maryland, whichever is specified, in quantities to be determined subsequent to the bid opening.

III. Right To Cancel Or Reject Bids

- A. The Board of Education reserves the right to cancel any contract if, in its opinion, there is a failure at any time to perform adequately the stipulations of this Invitation For Bid, or if the general conditions and specifications which are attached and made part of this bid are not fulfilled, or if in any case there is any attempt to willfully impose upon the Board of Education materials or products or workmanship which are in the opinion of the Board of Education of an unacceptable quality. Any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of the Board of Education to damages for the breach of any covenants of the contract by the contractor. The Board of Education also reserves the right to reject the bid of any bidder who has previously failed to perform adequately after having once been awarded a prior bid for furnishing materials or services similar in nature to those mentioned in this bid.
- B. The Board of Education reserves the right to reject any or all bids in whole or in part; to make partial awards; to waive any irregularity in any quotation; to increase or decrease quantities if quantities are listed in the bid; to reject any bid that shows any omissions, alterations of form, and additions, conditions, or alternate proposals not called for; and to make any such award as is deemed to be in the best interests of the Board of Education.
- C. All items furnished must be completely new and free from defects. No others will be accepted under the terms and intent of this bid.

IV. Right To Purchase In The Open Market

Should the contractor fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, The Board of Education reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bond is required under the conditions of the bid.

V. Failure To Furnish Item(s)

Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, The Board of Education reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the Board of Education.

VI. Employer Information Report EEO-1

The Board of Education requires that each successful bidder be liable for compliance with the provisions of Title VII of the Civil Rights Act of 1964. In order to fully comply with Title VII, a company must file Employer Information Report EEO-1 with the Joint Report Committee, 1800 G Street, NW, Washington, D.C. 20036. Only companies that fall within the following categories are required to file the Employer Information Report EEO-1:

The entire company has at least 100 employees on the payroll. The company is affiliated through centralized ownership and/or centralized management, and the group legally constitutes a single enterprise employing a total of 100 or more employees.

If your company has already filed an EEO-1 by virtue of supplying materials or services under Federal Government Contracts, it is necessary to submit only a copy of your most recent EEO-1 report to the Procurement Unit. If you are filing a report for the first time, send a copy of EEO-1 to the Procurement Unit. Please note that purchase orders will not be issued to companies that fall into the above categories until proof of EEO-1 reporting has been received.

VII. Preparation Of Bid

Bids must be submitted on the copy provided. Bidders may wish to reproduce and retain one copy for its files. Bids must be signed by an authorized representative of the company submitting a bid. It is the intent of this solicitation that should a given bid be accepted, it will automatically become the contract. Notification of the bid award will be made by letter. Bidders shall submit its bids and specifications on the appropriate specification sheets that show the schedule of items to be purchased. Bidders may attach a letter of explanation to its bid if it so desire.

Prices quoted shall not exceed the prices established under any governmental price control regulations. Bidders will be required if requested by The Board of Education, to furnish satisfactory evidence that they are qualified as manufacturers or dealers in the items listed and have a regularly established place of business. An inspection of any bidder's place of business may be made to determine the bidder's ability to perform.

VIII. Discounts

The Board of Education reserves the right to consider discounts in computing the bid.

A. Trade Discounts

All prices offered must be the lowest net price after trade discounts have been considered. Bids offering a percentage off list prices will not be accepted unless: (1) specifically requested in that manner; (2) two copies of the referenced price list accompany the bid.

B. Payment Discounts

Prompt payment discounts are solicited and will be treated as follows:

(1) Unless specifically stated otherwise, discounts offered which allow a minimum of twenty (20) days to qualify will be

deducted from prices offered in the bid for the purpose of determining the lowest price offered.

(2) Discounts offering less than twenty (20) calendar days will not be deducted from price offered for the purpose of determining the lowest price, but will be taken if payment is made within the discount period.

IX. "Or Equal" Interpretation

Unless the specifications and/or conditions state a specific brand and substitutions will not be considered, the Board of Education will consider other brands or the product of other manufacturers as long as the product meets the same specifications, standards, and quality of the material being solicited through the bid. On all such bids the bidder shall indicate clearly the product on which it is bidding and shall supply sufficient data on its own letterhead to enable an intelligent comparison to be made with the particular brand or manufacturer specified.

Whenever the specifications indicate a product of a particular manufacturer, model, or brand and in the absence of any written statement to the contrary by the bidder, the bid will be interpreted as being for the exact brand, model, or manufacturer specified, together with all accessories enumerated in the specifications.

X. Consideration of Prior Service

Awards on this bid will be made after consideration has been given to any previous performance for The Board of Education as to quality of service and/or merchandise and with regard to the bidder's ability to perform should it be awarded the bid.

XI. Delivery

The bidder agrees to furnish and deliver during the period of the contract the items and articles which may be awarded to the bidder in such amounts and quantities within the terms of the contract. **All Deliveries Must Be Prepaid FOB Destination, And In No Case Will Shipments Collect Or Sidewalk Deliveries Be Accepted.** Bidders shall uncrate, completely assemble, and set in designated place all equipment and furniture. All delivery cost shall be included in the bid unit price.

XII. Packing Slips And Delivery Tickets

All materials delivered on this contract shall be packed in a substantial manner in accordance with accepted trade practices. No charges may be made over and above the bid price for packaging or for deposits on containers. All deliveries shall be accompanied by delivery tickets or packing slips. Tickets shall contain the following information for each item delivered: the quantity, bid number, and the name of the contractor.

XIII. Invoices

Payment depends on receipt of a proper invoice and satisfactory contract performance. All invoices are to be transmitted to the Division of Controller at:

Division of Controller
45 West Gude Drive, Suite 3200
Rockville, MD 20850-9999

Every invoice must include the following information:

- A. Name and address of the contractor
- B. Taxpayer Identification number
- C. The purchase order number
- D. An invoice number
- E. Bid number if applicable
- F. The ship to address
- G. Line item description, quantity, unit of measure, unit price, and extended price as stated on the purchase order
- H. Shipping and payment terms if not a bid item

When a discount for payment is authorized and taken; it will be made to the contractor as close as possible to, but not later than,

the end of the discount period. Prices quoted shall not include federal excise or state sales and use taxes. Exemption certificates will be furnished upon request. Contractor inquiries concerning payment may be made to accountspayable@mcpsmd.org.

XIV. Bid Security

If bid security is required, it must be payable to: "Montgomery County Board of Education."

Such bid security will be returned to all except the successful bidder(s) within five business days after awards have been made. The bid security of the successful bidder(s) will be returned upon receipt of the performance bond if such bond is required under the terms of the award. If no award is made within 60 days after the date of the opening of the bids, bid security will be returned to any bidder upon demand of the bidder at any time after the 60-day period so long as it have not been notified of the acceptance of its bid. Written notification of the acceptance of any bid will be made to the successful bidder(s).

XV. Performance Bonds

If required, the successful bidder or bidders on this bid must furnish a performance bond in the amount indicated in the bid document, made out to Montgomery County Board of Education and prepared on an approved performance bond form as security for the faithful performance of its contract. The performance bond shall be submitted within ten business days of the notification that the bid has been awarded. The surety thereon must be such surety company or companies as are acceptable to The Board of Education and as are authorized to transact business in the State of Maryland. Attorneys in fact who sign bid bonds must file with each bond a certified copy of its power of attorney to sign said bonds. Should the bidder fail or refuse to furnish the required performance bond within ten business days after notification the bidder shall pay to The Board of Education as liquidated damages for such failure or refusal an amount in cash equal to the security deposited with its bid.

XVI. Provision For Municipal Offices

Each bidder agrees when submitting its bid that it will make available to every office and department of the Montgomery County Government the bid prices submitted on this bid should any such department or office wish to take advantage of the bid prices submitted to The Board of Education.

XVII. Product Testing During Time of Contract

Material delivered on any contract resulting from this Invitation For Bid may be tested for compliance with the specification stipulated herein. Any shipment failing to fully meet or comply with the specification requirements will be promptly rejected.

The cost of testing a representative sample of an order or shipment for acceptance shall be borne by the Board of Education except if the order or shipment is rejected for failure to meet the requirements of the specification. In case of failure to meet the requirements of the specification the cost of testing will be charged to the contractor.

XVIII. Safety Standards

All work performed and all items supplied shall be in compliance with applicable federal and state safety standards. (OSHA-MOSHA). Material Safety Data Sheets shall be included in all shipments.

XIX. General Guaranty

The contractor agrees to:

- A. Save the Board of Education, its agents, and employees harmless from liability of any nature or any kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in the performance of the contract

of which the contractor is not patented assignee, licensee, or owner.

- B. Protect the Board of Education against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- C. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to its own work or to the work of the contractors for which it or its workers are responsible.
- D. Pay for all permits, licenses, and fees and give all notices and comply with all laws, ordinances, rules, and regulations of the Board of Education and of the State of Maryland.

XX. Indemnity

The contractor shall indemnify, keep, and save harmless the Board of Education, its agents, officials, and employees against all injuries, death, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in any way occur against them in consequence of the granting of this contract or which may in any way result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the contractor or its employees, except to the extent of the negligence of the Board of Education, its agents, officials and employees. The contractor shall, at its own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Board of Education in any such action based on the actions and/or negligence of the contractor, its agents and employees, the contractor shall at its own expense satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the contractor, shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the Board of Education as herein provided.

XXI. Insurance

The contractor shall maintain Comprehensive Business Insurance for protection from claims under the Workmen's Compensation Act, claims for damage because of bodily injury, death, or property damage to others, including employees of the Board of Education; and claims for damages arising out of the operation of motor vehicles, which may arise during the performance of the contract whether caused by the contractor or by any subcontractor or anyone directly or indirectly employed by either of them. The contractor shall also maintain product liability insurance. The aforementioned insurance shall cover the duration of the contract period, including all periods of the time and all places where work is performed under an expressed or implied warranty. The limits of such liability insurance for each occurrence shall be equal to or greater than \$500,000 for Bodily Injury and \$100,000 for Property Damage. The certificate on the insurance, indicating coverage for the term of the contract, shall be made in favor and provided to The Board of Education prior to commencement of the contract. A company duly licensed by the Maryland Insurance Commissioner and qualified to sell insurance in Maryland shall issue all insurance policies.

XXII. Inspection Of Premises

Before submitting a bid for any construction or installation work in any building or on the premises of the Board of Education, the bidder should carefully examine the premises and upon submitting its bid will be considered to have examined the premises, building, or buildings where the work is to be done. For any work or installation requiring the use of labor, the successful bidder before starting work must provide sufficient evidence of insurance showing that it is adequately covered for Workmen's Compensation and Public Liability insurance.

XXIII. Patents

The contractor shall hold and save the Board of Education, its officers, agents, servants, and employees harmless from liability of any nature or kind, including costs and expenses for or on account of any patented or unpatented inventions, articles, process, or appliance manufactured or used in performance of this contract including its use by Montgomery County, unless otherwise specifically stipulated in this contract.

XXIV. Samples And Catalog Cuts

A. Requirements and Delivery

Sample requirements and sample delivery stipulations are indicated in the bid document. Further details concerning samples may also be indicated in the detailed specification portion of the invitation. Bidders shall make all arrangements for delivery of samples to location indicated.

B. Sample Identification

All sample packages shall be marked "Samples" and each sample shall bear the name of the bidder, item number, and bid number and shall be carefully tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of its bid.

C. Testing or Comparing Samples

Samples are requested for the purpose of testing or comparing with detailed specifications. Therefore, The Board of Education reserves the right to retain or destroy the articles or materials submitted as samples for the purpose of testing. Accordingly, The Board of Education shall be free from any change or claim on the part of the bidder or contractor if any articles or materials furnished as samples are lost or destroyed. Materials such as food may be tested from the raw, uncooked, baked, or canned sample being submitted at the time of bid opening or subsequent to bid opening. Food tests shall consider specification factors such as contents, weight, size, taste, texture, appearance, uniformity of color, and defects, if any.

D. Retention and Removal of Samples

The samples submitted by bidders on items on which it have received an award will be retained by The Board of Education until the delivery of contracted items is completed and accepted. Bidders whose samples are retained will be notified when its samples may be removed. Samples on which bidders are unsuccessful must be removed as soon as possible but not more than 15 calendar days after notification that the award has been made by The Board of Education. The Board of Education will not be responsible for such samples if not removed by the bidder within 15 calendar days after the notification of award has been made.

E. Sample Quantities

Samples are required in the exact packaging and size as stated in the item description unless otherwise indicated in the bid document or it is determined that a smaller quantity is sufficient for adequate testing.

F. Descriptive Literature

All bidders are required to furnish with the bid proposal a brochure, properly bound and labeled, showing full illustrations and specifications on each item offered, if bidding other than specified; or if specifically requested. These cuts and specifications are to be arranged and labeled with the item number in the same sequence as the items appear in the specifications and attached on separate pages of a brochure. The cover of the brochure shall contain:

1. Vendor's name, address, and phone number
2. Bid number

XXV. Time of Completion

The Board of Education reserves the right to revise the starting and completion dates for delivery and installation of equipment to new schools and additions as stated below if the bid is wholly or in part for the furnishing of new schools and additions to existing buildings. At least 60 days prior to the date scheduled for delivery and installation for each project, the Board of Education will notify the contractor whether or not any change will be required in the dates for

the beginning and completion of delivery. The right is reserved to specify beginning dates and completion dates two weeks earlier than listed above or to postpone the beginning and completion dates for not more than 30 days later than the dates as listed. These changes in delivery dates, if any, for new schools and additions to older buildings will be applicable to individual projects as specified and not to all projects as a whole. The estimated dates on which deliveries may be begun and which time deliveries and installations must be completed have been estimated as carefully as possible; and if any change is required by circumstances beyond the control of the Board of Education, the revised delivery dates as established by the procedures outlined immediately above will become the definite schedule for completion of the contract as if it had been set in the original schedule as outlined.

XXVI. Guarantee

The contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by it for a period of one year from date of acceptance of the items delivered and installed. If, within the guarantee period, any defects or signs of deterioration are noted which in the opinion of The Board of Education are due to faulty design and installation, workmanship, or materials, upon ratification, the contractor, at its expense, shall repair or adjust the equipment or parts to correct the condition: or it shall replace the part or entire unit to the complete satisfaction of the Board of Education. These repairs, replacements, or adjustments shall be made only at such times as will be designated by the Board of Education as least detrimental to the instructional programs.

XXVII. Signature To Bids

Each bid must show the full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the bid and contract, including Notice of Award, Copy of Contract, and Purchase Order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Bids by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of individuals composing the partnership. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When required, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of its authority to do so.

XXVIII. Errors In Bids

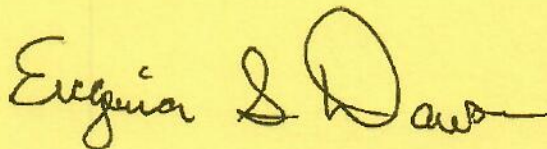
Bidders, or its authorized representatives, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and the bidder cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of the bidders.

XXIX. Resolution and Disputes

Bidders who have any concerns regarding the recommended awards of this solicitation should promptly contact the buyer in the Procurement Unit before the scheduled Board action. Any concerns that cannot be resolved informally with the buyer should be addressed to the senior buyer of the Procurement Unit. The senior buyer of the Procurement Unit shall attempt to resolve, informally, all protests or complaints regarding bid award recommendations. Any formal protest must be filed with the senior buyer of the Procurement Unit within seven (7) calendar days of the date of the pre-award notice.

XXX. Inquiries

Should any bidder have any question as to the intent or meaning of any part of this bid, it must contact the undersigned to receive a written reply before submitting its bid. Inquires must be submitted in writing no later than four business days prior to bid opening date.



Eugenia S. Dawson
Acting Director, Department of Materials Management

**MONTGOMERY COUNTY PUBLIC SCHOOLS
PROCUREMENT UNIT
45 West Gude Drive, Suite 3100
Rockville, MD 20850-9999**

SPECIAL INSTRUCTIONS TO VENDORS FOR MAILING BIDS

Bids must be delivered in sealed, opaque envelopes, and labeled clearly as follows:

SAMPLE BID RESPONSE ENVELOPE

(Return Address)

BID ENVELOPE

TO BE DELIVERED TO

**Procurement Unit
MONTGOMERY COUNTY PUBLIC SCHOOLS
45 West Gude Drive, Suite 3100
Rockville, MD 20850-9999**

**BID NO. _____
BID NAME _____
OPENING DATE _____
OPENING TIME _____**

Vendor name and address must appear on the upper left hand corner of the bid envelope.
The specific bid number, opening date, and time must appear in the lower left hand corner of the bid envelope.
It is suggested that vendors utilize a tracking service to insure prompt delivery.

**Department of Materials Management
Procurement Unit
MONTGOMERY COUNTY PUBLIC SCHOOLS
45 West Gude Drive, Suite 3100
Rockville, Maryland**

**INVITATION FOR BID # 9318.10
ON CALL PUBLIC ADDRESS SYSTEM REPLACEMENT, SERVICES,
REPAIRS AND NEW INSTALLATIONS AT VARIOUS FACILITIES**

GENERAL CONDITIONS AND SPECIFICATIONS

I. GENERAL CONDITIONS

A. SCOPE

The work includes the removing, furnishing, delivery, repairs, servicing, and installation of new and replacement of Public Address (PA) Systems as required for various facilities throughout Montgomery County Public Schools (MCPS). Bidder(s) shall make projects complete in all detail and in compliance with manufacturer and MCPS specifications herein. The scope of work includes general construction type work that when finished shall be complete and coordinated whole, and ready for satisfactory service.

Estimated Contract Value \$250,000.00

B. INTENT

1. It is the intention of these specifications to secure all inclusive proposal cost to service, repair, replace and install new PA systems. The unit prices will be utilized for award, service, repairs, and for change orders during projects to fully cover the scope of work as requested by MCPS project coordinator. The prices offered shall include, but are not limited to, such items as required labor, disposal, materials, equipment, overhead, supervision, overhead, bonds, fringe benefits, union fees, small equipment, tools and profit etc. A high percentage of the contract work will be performed during the months of June, July and August. **The successful contractor will be required to submit the Asbestos Free Material Verification Form as applicable and required herein. (See General Conditions Section M and APPENDIX F)**
2. **Bid prices offered shall be all inclusive, including but not limited to labor 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 bidder 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 code requirements and permitted under the code will take precedence.

I. GENERAL CONDITIONS

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BID #9318.10

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 award this contract to the bidder(s) submitting the most favorable unit prices with consideration being given to any previous performance for the MCPS 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. Awards may be made to one successful vendor submitting the lowest aggregate quotation on items of a similar nature or on an individual item basis. However, the MCPS Board of Education reserves the right to make awards according to the best interest of the MCPS. **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 successful contractor shall inspect the work sites, take measurements and develop proposals for replacement or new installation projects. The contractor shall provide a drawing of the project showing location of components with the proposal identifying where the work will be performed. The contractor must report to the main office to contact the Building Service Manager prior to inspection. When the proposal has 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 contractor shall report to the MCPS Project Coordinator any conditions that might prevent them from performing their work. **Failure to do so will not relieve the successful contractor of the obligation to furnish all material and labor necessary to fully carry out the provisions of the contract document.**

E. SCHEDULE

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 award this contract to the bidder(s) submitting the most favorable unit prices with consideration being given to any previous performance for the MCPS 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. Awards may be made to one successful vendor submitting the lowest aggregate quotation on items of a similar nature or on an individual item basis. However, the MCPS Board of Education reserves the right to make awards according to the best interest of the MCPS. **Awards are contingent upon availability of funds.**
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The successful contractor shall inspect the work sites, take measurements and develop proposals for replacement or new installation projects. The contractor shall provide a drawing of the project showing location of components with the proposal identifying where the work will be performed. The contractor must report to the main office to contact the Building Service Manager prior to inspection. When the proposal has 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 contractor shall report to the MCPS Project Coordinator any conditions that might prevent them from performing their work. **Failure to do so will not relieve the successful contractor of the obligation to furnish all material and labor necessary to fully carry out the provisions of the contract document.**

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. 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. Project proposals shall be submitted within five workdays after site inspection to the MCPS Project Coordinator. 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. **Normal Work Periods**

Work may be performed on regular school days: **Monday through Friday, 6:30 A.M. Through 7:00 P.M.** (MCPS building service personnel are normally on site during these hours).

3. 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 with regard to labor and material availability. The contractor shall inventory materials as they are received from the manufacturer and not wait until work is under way to determine if inventory is sufficient.
4. MCPS doesn't pay for travel time; however, MCPS will pay a **two hour minimum** for a technician for each service/repair call. **Travel time and truck charges are to be included in rate offered herein; MCPS will not pay separate travel time or truck charges.**

F. **CONTRACT TERM**

The term of contract shall be for 12 months as stipulated on the Invitation to Bid. However, the contract may not begin until one day after approval by the MCPS Board of Education and shall conclude as stated under the contract term. MCPS reserves the right to extend this contract at existing prices, terms and conditions for up to three (3) one year additional terms. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful bidder ninety days prior to the expiration of the original contract. The bidder will 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 MCPS Board of Education to extend the contract or decide to rebid. If the contract is extended by the MCPS Board of Education, a contract amendment will be issued; **however, no purchase order will be issued until extended performance/payment and material bonds have been received by MCPS.**

G. **QUANTITIES**

MCPS shall not be obligated to purchase any specific quantity. Annual estimated quantities identified on the Quotation Form are subject to change up or down 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. **PROVISION FOR PRICE ADJUSTMENT**

1. Price increases will not be considered for the first year (12) months 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. If a price increase is accepted a Contract Amendment will be issued. Any orders received prior to a request for a price increase shall be honored at the original contract price.

2. Unit prices quoted herein are subject to price adjustment downward in accordance with decreases in prices announced by the manufacturer of the subject item any time after the bid opening date. Recommendations for awards, however, shall be made based on the original submission only.

I. **MCPS EMERGENCY/CRISIS PROCEDURES, SHELTER/LOCKDOWN**

Emergency/ Crisis Procedure Information

1. In the event of an emergency/crisis incident while working in an MCPS facility, the contractor and/or their representative(s) shall be required to adhere to the established MCPS procedures and school administrative guidelines during such an occurrence.
2. Supplied herein under **APPENDIX D**, for the contractor's information are the MCPS Emergency/Crisis Procedures, Shelter/Lockdown. It is the contractor's responsibility to familiarize themselves and their representative(s) regarding the Shelter/Lockdown Procedures. These procedures are subject to change due to meet MCPS requirements.
3. The contractor shall have at the work site, a reasonable amount of materials that will allow them to quickly secure the work area and/or secure building openings as required for the type of work being performed.

J. **WARRANTY/SERVICES/REPAIRS**

1. All workmanship and materials shall be guaranteed for two years. The warranty shall begin once the MCPS Project Coordinator has approved the contractor's final invoice for payment. Final payment will be made once the installation is complete and accepted by MCPS for each proposal.
2. Warranty shall provide for the 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 a bidder/contractor to provide satisfactory warranty service to MCPS will be grounds for exclusion from future bidding.
3. Any manufacturer of material(s) used on the project offering as standard a longer warranty/guarantee than as specified herein, shall take precedence.
4. The contractor shall respond to all warranty calls within 24 hours or the next MCPS business day. Repair of warranty work and part replacement shall be completed within 5 business days.
5. **The contractor shall install permanent labels inside unit, listing date installed and end of warranty date.**

K. BRAND NAMES

1. Commodity descriptions that state "Only a specified brand will be considered" are brands that have been evaluated and tested for inclusion on this bid and are the only brands acceptable at this time. **No substitutions will be accepted.** Other brands will be evaluated by MCPS if materials are submitted at no cost to MCPS. Forward samples/information to Montgomery County Public Schools, **Contracts Office, 45 West Gude Drive, Suite 4300, Rockville Maryland 20850.** **Testing normally requires a minimum of 60 workdays to complete; therefore, your samples/materials for testing may be approved for future bids if the evaluation is satisfactory. This process of evaluation is intended for larger types of equipment and/or components i.e. bleachers, elevators, lockers, flooring, roofing systems, and PA Systems.**
2. The brand name, code or model number on each item being offered, even if bidding the specified brand shall be provided. If a brand and code or model number is not shown your bid may not be considered.
3. If an item specified herein shows code or model numbers that have been discontinued, the bidder shall so state and indicate the current code or model number.

L. MATERIALS

Materials to be used in the performance of this contract shall be new and be the manufacturer's latest design improvements and materials current at the time of shipment. The MCPS Project Coordinator shall be notified of any design changes prior to delivery and the contractor shall supply sufficient information to allow evaluation.

M. ASBESTOS INFORMATION**1. Asbestos Free Materials**

NO MATERIALS PROVIDED SHALL CONTAIN ASBESTOS!!!! All contractors providing and/or installing any of the building materials listed below shall secure laboratory analysis confirming that materials contain NO ASBESTOS. The cost for testing shall be included in the bid prices offered. After the initial testing has been performed additional annual testing will be required thereafter or immediately upon any change in materials or manufacturers.

- Acoustical ceiling tile,
- Adhesives
- Caulking
- Fire Rated Doors
- Fire Board
- Floor tile and sheet flooring,
- Folding Doors
- Gypsum Panels (Drywall)
- Insulation (All types; roof,
- HVAC, piping, wall, etc.)
- Mastics
- Plaster
- Roofing System Components e.g. BUR Asphalt, Felts, Cap Sheets, Shingles, etc.
- Spackle
- Toilet Partitions
- Window Glazing

The laboratory performing the analysis must have received U.S. Environmental Protection Agency (EPA) accreditation and be a member of the National Voluntary Laboratory Accreditation Program (NVLAP). The contractor or the manufacturer can have the laboratory testing performed. No other form of confirmation such as Material Safety Data Sheets, manufacturer documentation, historical testing, etc. will be accepted. A list of EPA accredited laboratories can be found at <http://ts.nist.gov/standards/scopes/programs.htm>

The contractor shall provide required laboratory analysis report(s) and a completed "Asbestos Free Material Verification Form" herein (see **APPENDIX F**) **within 15 working days** after receipt of the "Pre-Award Notification" letter for each listed product required in the execution of the scope of work.

2. Existing Asbestos Materials

MCPS shall be responsible for all asbestos abatement tasks as may be required regarding existing materials on site. Any questions concerning asbestos materials shall be directed to John Conaway, Environmental Health Specialist at 240-2331.

N. DESCRIPTIVE LITERATURE

The apparent successful bidder may be required to furnish, **within two working days** after Pre-Award Notice, sufficient detailed information regarding makes, models, design, etc. of the item(s) offered. The apparent successful bidder is required to furnish all literature properly bound and labeled, showing full instructions and detailed specifications. The literature and specifications are to be arranged and labeled in numerical sequence according to item and attached on separate pages of a brochure. Failure to submit sequentially marked descriptive literature may result in disqualification. Bidder shall show the manufacturer's code and catalog numbers of the item(s) offered. The cover of the brochure shall contain:

1. Bidder's name, address and telephone number.
2. Bid number.

O. **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 bidder shall supply manufacturer's 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.

P. **SUBMISSION OF BIDS (Sealed Bids Only) Required Submissions**

1. **Bid Documents**

One original and one copy of the bid are requested. The cover page of each copy must be clearly marked original or copy. Bidder(s) may wish to reproduce and retain an additional copy for your files.

2. **Quotation Form (Pages 1-18)**

- a) Quotations are to be entered on the Quotation Form supplied under **APPENDIX H. Faxed quotations are not acceptable. SEALED BIDS ONLY**
- b) Bidder must submit a separate price for each item listed on the Quotation Form. If there is a discrepancy between the unit cost and total unit cost, the unit cost shall prevail. **Submission of one price for all the items without indicating a price per item shall be considered non-responsive and will invalidate the bid.**
- c) This solicitation shall be valid for acceptance during a period of no less than 90 days from date of opening.

3. **Bid Security**

See General Conditions, Section **R. BID SECURITY** on page 11 for requirements.

4. **Addenda/Errata**

Changes and addenda to a solicitation may occur prior to the bid opening date and time. It is the bidder's responsibility to check the MCPS website under event calendar (<http://www.montgomeryschoolsmd.org/departments/procurement/>) or contact the Procurement Unit by phone at 301-279-3097, or by email to Laurie_S_Checco@mcpsmd.org to confirm that they have all addenda/errata. Failure to acknowledge addenda/errata on the form may result in a bid being deemed non-responsive and consequently rejected.

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

Attachment A and B of the MBE PROCEDURE (**APPENDIX A**) reflecting minimum **0% MBE participation** shall be submitted with your bid. (*See II Contract Administration*)

for additional MBE information). Failure to supply as specified may disqualify your bid response.

6. **State of Maryland REQUIRED Licenses (TO BE SUBMITTED WITH BID)**

General Requirements: The contractor shall possess a current “State of Maryland” Construction Business License or a Maryland Home Improvement Commission License. These are considered “TAX LIABILITY” Licenses and do not authorize a contractor to perform any trade specific work in the State of Maryland without the appropriate trade licenses as required. **NOTE: All out of state bidders must provide an out of state Maryland Construction Business or Home Improvement license.**

- a. **Construction Business License:** This type of business license is issued through the County or Baltimore City, or the **Clerks of the Circuit Court** in which your business is located within the State of Maryland. Contact the **State License Bureau** <http://www.marylandtaxes.com/> or at 410-260-6240 for additional information as required.
- b. **Maryland Home Improvement Commission License:** This type of license is issued through the State of Maryland, Department of Labor, Licensing and Regulations, Maryland Home Improvement Commission. For further information, and to locate the closest office go to www.DLLR.state.md.us or call 410-230-6309.

Electrical Licenses

- c. **Montgomery County Limited Electrical License and Electrical Business License** shall be submitted with bid submission.

Failure to provide required documentations may disqualify bid proposal.

7. **Certification from Manufacturer**

The contractor shall be a manufacturer certified dealer/representative for the brand of equipment offered and shall offer regular repair and warranty services. A letter from the manufacturer verifying that the bidder is a certified dealer’s representative must accompany the bid response. See “**CONTRACT ADMINISTRATION SECTION H, QUALITY ASSURANCE**” for more information. **Failure to provide required documentation may disqualify bid proposal.**

8. **Statement of Experience**

The contractor shall provide statement of experience with bid proposal. See “**CONTRACT ADMINISTRATION SECTION L, QUALITY ASSURANCE**” for more information. Failure to provide required documentation may disqualify bid proposal.

9. **References**

See “**GENERAL CONDITIONS SECTION; T. REFERENCES**” on page 13 for more information.

10. **Contractor's Obligation Regarding Criminal Records of Individuals Assigned to Work in MCPS Facilities**

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

a. **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 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 \$5,000.00 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:

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

b. 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 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.

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.

Q. EMARYLAND MARKETPLACE REGISTRATION

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

R. BID SECURITY

1. **Bids in excess of \$50,000.00** shall be accompanied by a Bid Security in the form of Bid Bonds (A.I.A. Document A310), in the amount of 10% of the bid, naming Montgomery County Board of Education as Obligee. A certified check in the amount of 10% of the bid will be accepted in lieu of the Bid Bond. Where certified check is furnished, the contractor shall attach the following statement from a **Maryland licensed bonding company** signed by an authorized representative of the bonding company:

"As surety for the above-named contractor, (name of bonding company) hereby agrees to furnish the required bonds as specified, on behalf of the contractor, in the event that such firm be the successful bidder for this project."

2. Bid bonds will be returned upon request to all except the three lowest bidders. After 60 days from the bid opening date, the three lowest bidders can demand return of bid bonds so long as they have not been notified of the acceptance of their bid.
3. If the successful bidder withdraws their bid or fails to execute and deliver to MCPS the contract and the required bonds within five working days after receipt of the Bid Award, the Bid Security shall be forfeited to MCPS as the result of such failure. **Note: Failure to submit the Bid Security with the bid proposal may disqualify your bid response.**

S. INQUIRIES

Inquiries regarding this solicitation must be submitted **in writing**, to Mrs. Laurie S. Checco, Buyer II, Montgomery County Public Schools, 45 West Gude Drive, Suite 3100, Rockville,

Maryland 20850, fax number 301-279-3173 or by email to Laurie S Checco@mcpsmd.org. 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 MCPS Board of Education will not be responsible for any oral or telephone explanations or interpretations. Bidders contact with any other MCPS employee regarding this solicitation until the contract is awarded by the MCPS Board of Education will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its bid. The MCPS Procurement Unit web site address is http://www.montgomeryschoolsmd.org/departments/procurement/.

Subsequent to the award if the bidder finds any discrepancy or omission and has questions of MCPS's intent, prior to performing work, they shall notify the MCPS Contracting Office Supervisor and the Procurement Unit Team Leader **in writing** via fax or email to resolve and receive clarification.

T. **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. **Note: ALL BIDDERS must provide references including bidders currently engaged in business with MCPS.**

<u>Company Name & Address</u>	<u>Phone Number</u>	<u>Contact Person</u>	<u>Contract Number</u>
1. _____ _____			
Email _____			
2. _____ _____			
Email _____			
3. _____ _____			
Email _____			

U. AWARD CRITERIA

1. Conformance to specifications and completeness of bid submission
2. Ability to perform
3. Price
4. Past performance
5. MBE compliance
6. Completed quotation form

V. SPECIAL CONDITIONS

1. Audit Provisions – MCPS shall have the right to examine the successful bidder 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 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 thereunder 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.

II. CONTRACT ADMINISTRATION**A. PRE-CONSTRUCTION MEETING**

1. The MCPS Capital Improvement Contracting Office reserves the right to convene a meeting with the apparent low bidder prior to awarding a contract. The purpose of this meeting is to afford all parties an opportunity to discuss any aspects of project and contract execution, which may be of concern for the successful and timely completion of the project.
2. Documents required elsewhere in this specification, such as service and warranty agreements, shall be provided at this meeting to the MCPS Capital Improvement Contracting Office.
3. Issues raised during this meeting which cannot be resolved to the MCPS Capital Improvement Contracting Office Supervisor's satisfaction will be cause to reject the apparent low bid and to consider the next lowest bidder as the successful offeror.

B. CONTRACT SECURITY

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 the award Notification letter, the successful bidder shall deliver to MCPS **within five working days** the security requirements, which 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 for each project over \$50,000.00.

3. If bond(s) are to be used for contract/proposal security, the cost of the bond(s) shall be borne by MCPS and shall be included in all cost proposal exceeding \$50,000.00. **Note: Failure to supply the Contract Securities as specified will be considered a contract violation and shall be grounds for contract cancellations.**

C. POST AWARD SUBMISSIONS

1. In addition to licenses required with the bid response, the apparent low bidder may be required to supply **within 48 hours** after MCPS requests, applicable business and contractor's licenses technician certification from manufacturer, master licenses for trades appropriate for work to be performed, and/or company financial statements, etc., as required to allow MCPS contractor evaluation. **Failure to supply documents as specified may disqualify your bid proposal.**
2. **Sub-Contractors**
 - a) The successful bidder shall supply a complete list of all sub-contractors for evaluation by MCPS. This list must be submitted within two workdays after MCPS

makes the request. **Failure to do so will be grounds for termination of your bid.** The contractor shall be responsible for assuring that all proposed sub-contractors are in good standing with MCPS.

- b) MCPS shall notify the contractor **in writing** if, after due investigation, there is reasonable objection to any of the proposed sub-contractors. Failure of MCPS to make objection to any proposed sub-contractor shall constitute notice of no objection. Each sub-contractor may be required to furnish to MCPS, in duplicate, proof of their financial stability and experience to perform the particular work for which they will be engaged. All contractual agreements between the contractor and their sub-contractors shall be written, unamended, on the Standard Form of Agreement between contractor and sub-contractor, AIA Document A401 (most recent Edition). Upon request the contractor shall supply copies of this contract to MCPS **within five working days**.
- c) MCPS acceptance of sub-contractors in no way relieves the contractor from being responsible for the total and complete performance of the work for the project; i.e., failure of the sub-contractors to satisfactorily perform the work in a timely fashion is the contractor's responsibility and not that of MCPS.

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

- a) Certified Minority Business Enterprises are highly encouraged to respond to this solicitation.
- b) Since state funds may be involved in future project(s) performed under this bid **"it is important that bidder(s) review the new state revised MBE Procedures carefully to ensure compliance"**. **There is a 0% MBE goal set for this bid.** On future state funded project(s) that **may** be performed under this bid, that exceed \$50,000, a new MBE goal may be established based on the scope and size of the work. The bidder(s) may be required to solicit MBE participation, which will include providing revised Certified MBE Utilization and Fair Solicitation Affidavit (Attachment A) and the MBE Participation Schedule (Attachment B) along with other required MBE forms that may be applicable. Bidders are always strongly encouraged to make a good faith effort to solicit Certified Minority Business participation to provide materials, supplies, equipment, and/or service whenever possible at any time prior to bidding and throughout the course of the project(s).
- c) Refer to the document, **MINORITY BUSINESS ENTERPRISE PROCEDURES**, September 22, 2008, included with this bid solicitation package under **APPENDIX A**.
- d) The Certified MBE Utilization and Fair Solicitation Affidavit (Attachment A) and the MBE Participation Schedule (Attachment B) located herein under **APPENDIX A**. **must be completed and submitted with the bid proposal** identifying the bidder's specific commitment of certified minority business ***even when the MBE goal is 0%***. **Failure to supply as specified may disqualify your bid proposal.**
- e) MCPS expect all bidders to make the good faith effort to meet or exceed the

established MBE goal for this invitation to Bid. **MCPS will NOT grant MBE waivers** without sufficient support documentation that clearly substantiates that the bidder has made a sincere good faith effort to meet the MBE requirement. There will be an extensive effort required on the part of the bidder to ensure compliance with the MBE procedures to rationalize a review of an MCPS waiver request.

- f) Contact the MCPS MBE Liaison, Mrs. Donna Hanson, at 240-314-1031; regarding any other MBE procedure questions.

4. **Submit Evidence of Insurance**

a) **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 an award notification letter has been issued to the successful bidder.

b) **Additional insurance**

The Montgomery County Board of Education shall be named as an additional insured on all liability policies.

c) **Policy Cancellation/Certificate Holder**

- (1) Sixty days written notice of cancellation or material change in any of the policies is required.
- (2) The Procurement Unit, Montgomery County Board of Education shall be the insurance certificate holder.

5. **Invoicing**

- a) Bidder shall submit invoices to the MCPS Project Coordinator at 45 West Gude Drive, Rockville Maryland 20850 for payment approval. **All invoices shall identify pertinent information such as purchase order number and building name where work was performed.** The MCPS Project Coordinator shall submit invoices and receiving reports to the Division of Controller to process payments, and shall specify final or partial payments.
- b) On state funded projects a completed State of Maryland, **CERTIFIED MINORITY BUSINESS ENTERPRISE PARTICIPATION STANDARD MONTHLY CONTRACTOR'S REQUISITION FOR PAYMENT form 306.4** must accompany **all invoices**, involving state funding (See Appendix A, Attachment G herein.) **No invoices will be processed for payment without this form being submitted. INVOICES THAT DO NOT HAVE PAYMENTS TO MBE SUB-CONTRACTORS IDENTIFY BY PLACING A ZERO ON THIS FORM.**

- c) MCPS is not obligated to make any partial payments. However, partial payments may be considered based upon the contractor's justification of expenditures and satisfactory work performed up to 75% of the total contract cost. The remaining balance will be paid upon MCPS' acceptance of the project as being 100% complete and in compliance with specifications. MCPS will refrain from making any partial payments if, in MCPS' opinion, the project falls behind schedule. MCPS may resume making partial payments once all delays have been overcome and the project is back on schedule. Final payment shall be made after the project is complete in all detail and as specified and accepted by the MCPS Project Coordinator.
- d) Partial payment invoices shall be accompanied by a schedule of values allocated to various portions of the work (similar to AIA Documents G702 & G703). This schedule, unless objected to by the MCPS Project Coordinator, shall be used as a basis for reviewing the contractor's application for partial payment.

6. **Permits & Inspection**

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.

D. STATE FUNDED PROJECT COMPLIANCE REQUIREMENTS

1. The contractor shall complete and submit to MCPS, "**CONTRACTOR'S CERTIFICATION OF RECEIPT OF PAYMENT**", included with this bid solicitation package under **APPENDIX B**. This form shall be completed after the contractor has received payments from MCPS exceeding the amount of the State funding. At the time of the contract award, the contractor shall be informed of the actual dollar amount being funded by the State for the project. Once the contractor has received payment from MCPS exceeding this amount, the contractor shall have ten days in which to submit **CONTRACTOR'S CERTIFICATION OF RECEIPT OF PAYMENT** to MCPS. No further payments will be made to the contractor until this form has been submitted.
2. **THE CONSTRUCTION SIGN SHOULD BE ERECTED FOR ALL STATE OF MARYLAND SCHOOL FUNDED CONSTRUCTION PROGRAM PROJECTS THAT EXCEED \$100,000.** The contractor shall supply and install a sign at the work location as specified on the drawing under **APPENDIX C** at the project site. The contractor has the option of making a specified sign or obtaining the sign from State MCE Sign Platt (a State Agency) at 410-799-5102 or 5103. The current price from Maryland Correctional Enterprises for this sign is \$525.00 with lead-time of approximately one week. The contractor shall coordinate the location of the sign with the MCPS Project Coordinator. The contractor shall remove the sign and restore the site to original condition upon the completion of the contract. It will be MCPS option to either retain the sign for future use or have the contractor dispose of the sign.

E. MARYLAND BUY AMERICAN STEEL ACT

Steel purchase under this bid must be in compliance with the “Maryland Buy American Steel Act”, Section 17-301 to 17-306 of the State Finance and Procurement Article of the American Code of Maryland. This applies to steel purchases that are more combined or a single purchase that are composed of at least 10,000 pounds of steel products. It is the bidder’s responsibility to be in compliance as required if purchasing steel in excess of 10,000 pounds. More detailed information can be found at: <http://www.dsd.state.md.us/comar/AnnotCodeIdx/StateFinProcIndex.htm>

F. SALES TAX

Section 326 (a) of Chapter 452 of the Laws of Maryland, 1968, provides, among other things, for the taxation of “any sale . . . of tangible personal property to the contractors or Builders to be used for the construction, repair, or alteration of real property....” Sales tax, as applicable, shall be included in any bid made to the Board of Education of Montgomery County, Maryland.

G. PERFORMANCE

1. The contractor shall have on the job site at least one person fluent in English at all times and at least one person who has an MCPS badge at all times.
2. **The contractor must provide to the MCPS Project Coordinator cellular telephone numbers and Email addresses of project managers to allow for day-to-day direct communications.**
3. Work is 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 provide direction to the crew at all times.
5. The contractors and employees:
 - a) While performing work inside the building, contractor will be required to check in daily at the 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 are not permitted in MCPS buildings and on grounds.
 - c) Are not to routinely use facility equipment and buildings, i.e., telephone, lounges, 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 by MCPS administrative staff, but not students throughout the state period allowed for this work. No roof surface material shall be installed while students are in the building.
8. Work area must be left clean and ready for use after the installation. The contractor must remove all debris generated by the work from the premises daily adhering to **Montgomery County Solid Waste and Recycling Regulations No.15-04AM, COMCOR 48.00.03**. The contractor shall track all recyclable materials such as metal, concrete, asphalt, cardboard, etc. and provide to MCPS recyclable amounts by weight as requested.
9. Installation must be performed in strict compliance with the latest local, state and federal regulations having authority. The Maryland Occupational Safety and Health Administration Hazard Communication Standards and the Occupational Safety and Health Administration Hazard Communication Standards must be followed.
10. Contractor shall restore, patch and repaint areas that components were removed from existing structure to match exist finish.
11. Upon completion of all work, any and all damage to the school building and grounds as a result of the work; must be restored to a condition as good as existed prior to damaging. Damaged lawns shall be Hydro-seeded or re-sodded; damaged shrubs and trees shall be replaced.
12. **Failure to perform in accordance with MCPS specifications, drawings and industry standards may result in the contractor being removed from the approved vendor list to receive future Invitation for Bid for a period of two years.**

H. CHANGES IN THE WORK

1. Should alterations or changes be necessary 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 under **APPENDIX E** must be completed and signed by both MCPS and contractor's authorized representative as identified on the form. 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 increases to contract will be paid without a completed Change Order Form signed by both parties. **Approved Change orders do not automatically revise completion dates.** It is the contractor's responsibility to provide a written request for extension, with an explanation of justification as they deem necessary. Using project change Orders as rationale for not completing on time will not be accepted without a written MCPS approved extension. If work is performed without MCPS authorization and/or written Change Order, the contractor will 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 allowable, all inclusive, mark-up for combined overhead, bonds, fringe benefits, union fees, equipment, tools, and profit for work performed by the prime contractor shall be based on the monetary value of the work not to exceed the following rates:

<u>Value of Work</u>	<u>Combined Overhead & Profit</u>
\$0 - \$1,000	20%
\$1,001 - \$4,999	18%
\$5,000 - \$9,999	16%
\$10,000 - \$24,999	14%
Over \$24,999	Negotiated but not more than 10%

This schedule applies to work done by the prime contractor or by a sub-contractor(s). The prime contractor shall be allowed not more than 8% of the sub-contractor's all- inclusive cost for combined supervision, bonds, fringe benefits, union fees labor, small equipment, tools and profit or labor materials.

3. The contractor shall furnish supporting documentation with all Change Order Requests credits and/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 contractor shall not use any sub-contractors that are not willing to provide itemized proposal as required by MCPS. The same material costs, man-hours, rates, supervision, overhead, and profit, shall be applied equally to all credits.

I. LATE CHARGES FOR FAILURE TO COMPLETE ON TIME

1. MCPS shall retain \$500.00 per each calendar day of delay beyond the completion date stipulated on each accepted proposal, for the first five days. MCPS shall retain \$1,000.00 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 herein unless a 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 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, contractor shall work overtime both their forces and the 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 Service overtime 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., as required to overcome delays including, but not limited to, MCPS Building Service overtime as required.
5. The MCPS Contract Officer 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 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 Contract Officer. No requests for extension due to weather conditions will be considered unless accompanied by documentary evidence supplied by the NOAA's National Weather Service showing, by comparison, that such weather suffered is abnormal to any of the past five years as record. **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. CONTRACTORS OVERTIME PROCEDURE

If the contractor chooses to work overtime for any reason and secures MCPS approval to do so, the contractor shall be responsible for any associated costs including MCPS Building Service staff, etc. Average Building Service staff overtime rate is \$35.00 per hour depending on the individual working. This rate is estimated and could either be more or less than the quoted overtime rate. All overtime work must be requested **in writing** to the MCPS Project Coordinator, at least 48 hours in advance. This will allow MCPS staff sufficient time to coordinate the required Building Service staff participation. The Overtime Reimbursement Agreement under **APPENDIX G** must be completed and signed by MCPS and the contractor before work is to be performed. The request must identify the dates and times the contractor proposes to work. Without written request and Overtime Reimbursement Agreement, MCPS will not approve any overtime.

K. MCPS CONTRACT OFFICE SUPERVISOR/PROJECT COORDINATOR

1. The MCPS Capital Improvement Contracting Office Supervisor will represent MCPS in the execution of this contract. No changes to the contract conditions or specifications will be made without the MCPS Capital Improvement Contracting Office Supervisor's approval and authorization by the Team Leader of the Procurement Unit.
2. After award, the MCPS Project Coordinator will be Mr. James Willetts 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 Project Coordinator is authorized to:
 - a) Serve as liaison between MCPS and the contractor;
 - 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 MCPS Capital Improvement Contracting Office Supervisor, and copies to the Procurement Unit;
 - g) Prepare required reports;
 - h) Approve or reject invoices for payment and submitted construction schedules;
 - i) Recommend contract modifications or terminations to the MCPS CIP Contracting Office Supervisor, copies to the Procurement Unit;
 - j) Issue notices to the contractor to proceed with the project after receiving signed Change Orders as required.
4. The MCPS Project Coordinator **is not authorized** to make determination as opposed to recommendations that alter, modify, terminate or cancel the contract, affect procurement, interpret ambiguities in the contract language, or waive MCPS' contractual rights.

L. QUALITY ASSURANCE

The successful contractor shall be regularly engaged in the installation of public address systems that are similar to those specified herein and have been in business for, and has a minimum of, five years' experience. **Appropriately licensed trade persons shall perform all trade work. A copy of these licenses must be submitted to the MCPS Project Coordinator prior to performing any work.**

Bidder must provide a letter of information showing the number of years' experience in the principle trade of work to be included in their bid submission.

M. 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** to afford the contractor time to rectify any punch list corrections. Before calling for a punch-out inspection, all renovation work shall be completed and all areas shall be clear of construction materials and debris.
- b) During punch-out, the following shall be present:
 - 1. Authorized representatives of MCPS
 - 2. Contractor

- c) Upon completion of a punch-out, a written punch list will 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 inspection 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 provide written warranty statements indicating start and end of warranty dates to be signed by both the contractor and MCPS Project Coordinator. The starting date shall be the date the final invoice for payment to contractor is signed and approved by the MCPS Project Coordinator.
4. The contractor shall supply MCPS with three sets **of as built drawings and service and operation manuals** with each system installed.

III. DETAILED SPECIFICATIONS**A. INTENT**

1. It is the intent of these specifications to secure all inclusive proposal cost to replace and install new PA systems. The unit prices will be utilized for award, service, and repairs and for change orders during projects fully cover the scope of work as requested by MCPS project coordinator. The prices offered shall include, but are not limited to, such items as required labor, disposal, materials, equipment, overhead, supervision, overhead, bonds, fringe benefits, union fees, small equipment, tools and profit etc. All MCPS Public Address System(s) listed herein shall be installed and serviced by experienced manufacturer authorized installers, adhering to the manufacturer's written instructions and MCPS specifications herein.
2. MCPS has revised our Public Address System(s) standard. No PA systems with switch banks is approved for use in MCPS. New systems shall be capable of full operation from phone units which shall be provided and placed on office desks. The new system must be capable of performing "All Calls" from the consoles as well as desk phones.

B. MCPS APPROVED PA SYSTEM MANUFACTURERS

These will be the only manufacturers approved at this time. All approved manufacturers must provide systems that are in compliance with the specifications herein. **All systems must have an auxiliary audio balance input.**

1. **Telecor**
2. **Rauland TCU**
2. **CareHawk/ DuKane "StarCall"**

C. MCPS APPROVED PA SYSTEM ACCESSORY MANUFACTURERS

All accessories shall be provided by the manufacturers listed below or an MCPS approved equal, as noted on the quotation form.

1. **Atlas Soundolier**
2. **JBL**
3. **Pasco**
4. **Peavey**
5. **Telex**
6. **West Penn**
7. **Bogen**

8. **Rauland**
9. **Blonder Tongue**
10. **TOA Electronic, Inc.**

D. GENERAL

1. Specification Explanation

The contractor shall coordinate and organize the entire work specified in all sections of the specifications.

2. Codes/Rules

All material furnished and all work installed shall comply with the rules and recommendations of authorities having jurisdiction including but not limited to the authorities listed below.

ANSI	American National Standards Institute
ASTM	American Society for Testing and Materials
Federal	Federal Government Specifications
IEEE	Institute of Electrical and Electronic Engineers
MOSHA	Maryland Occupational, Safety and Health Act
NEC	National Electric Code
NESC	National Electric Safety Code
NEMA	National Electrical Manufacturers' Association
NFPA	National Fire Protection Association
OSHA	Occupational, Safety and Health Act
UL	Underwriters' Laboratories, Inc.

3. Materials and Workmanship

- a) All materials and apparatus required for the work shall be new, of first-class quality and shall be furnished, delivered, erected, connected and finished in every detail, and shall be so selected and arranged as to fit properly into the building spaces.
- b) The contractor shall exercise care when removing existing systems so as not to damage surrounding equipment. Any damage by the contractor shall be repaired or replaced to the satisfaction of MCPS.
- c) The contractor shall furnish the services of an experienced certified installer, who shall be constantly in charge of the installation of the work, together with all skilled workers. Installation shall be in accordance with the manufacturer's recommendations.

4. Protection of Equipment and Materials

The responsibility for care and protection of all work rests with the contractor until it has been tested and accepted. After delivery, before and after installation, the contractor shall protect equipment and materials against theft, injury and damage from all causes. All equipment and materials must be especially protected at any time that masonry work, plastering or painting work is being performed in the area. The contractor shall also be responsible for the protection of MCPS property when performing the installation of their equipment i.e., covers computers and desk with plastic, etc.

5. In-Service Training

- a. The communications contractor shall furnish at least eight hours of in-service training for this system and any sub-system, per school, which will be included in the material cost offered. These sessions shall be broken into segments that will facilitate the training of individuals in the operation of staff station, classroom call switches, administrative phones, the attendance console, user programmable options and use of the master clock for tone distribution of class change signals and schedules. **Training shall be scheduled with the MCPS Project Coordinator.**
- b. Equipment Manufacturer shall provide MCPS Electronic Technicians with factory authorized training for systems provided annually or as required. After training, MCPS Electronic Technicians will have the ability to provide factory level service to equipment provided in this bid.

E. REMOVAL

The contractor shall perform all removal and disposal of existing equipment and materials as required. All consoles, microphones, speaker baffles, and transformers, etc., removed by the contractor are to be picked up at the site by MCPS and remain the property of MCPS unless otherwise notified. MCPS reserves the right to retain any and all equipment. Items not retained become the property of the contractor for disposal. The contractor must notify the MCPS Project Coordinator, five days prior to removal of approved items. The MCPS Project Coordinator shall examine all items prior to removal from the premises.

F. SYSTEM SPECIFICATIONS

1. Telephone Communications System

The installation shall include a comprehensive Telephone Communications System of the modern, dual-tone electronic switching type, consisting of the following: A central control incorporating two (2) or more voice-amplified intercom channels, push button dialing administrative telephones, a microprocessor-based call control console, staff station, and classroom station call origination, as hereinafter specified.

3. The central control shall be of the modular plug-in printed-circuit board type, utilizing NMOS microprocessor and memory, solid-state sensing and logic, and shall also provide two-wire balanced transmission with dial tone, ringing, and busy signal capabilities.

P.A. systems programming software must be Microsoft windows base/compatible using USB or Internet.

3. **THE FOLLOWING ARE NOT ACCEPTABLE:**

- a) The use of two systems linked together via tie lines, or station lines, trunks, etc., in an attempt to meet specifications
- b) All PA system shall operate on **Microsoft windows**-based programs. **No DOS based system will be accepted.**
- c) The system shall be approved for direct interconnection to the utility services under Paragraph 68 of FCC rules and regulations. Systems, which are not FCC-approved or use an intermediary device for connection, shall not be considered. Systems being proposed shall provide an FCC registration number with equipment proposal submitted.
- d) Systems incapable of communicating on the school/district network and through school/district network switches as a VLAN are not acceptable.

4. The telephone communications system shall contain the following features and functions:

- a) All systems must have the capability to add up to 4 administrative phones with the expandability for up to 8.
- b) Where possible the administrative telephones shall be standard Dual-Tone Multi Frequency (DTMF) dialing telephones display.
- c) Capability for expanding the system with a built-in to accommodate up to 750 speaker ports locations in high schools, middle schools and elementary schools. **Systems that do not accommodate up to 750 speakers in high schools, middle schools, and elementary schools, shall not be acceptable.**
- d) Direct-dialing, two-way "amplified voice" intercom channels without any modification of the basic system, to provide simultaneous communication on at least 2 channels from administrative telephones. **Systems which do not provide for additional intercom channels without modification of the basic system shall not be acceptable.**
- e) The addition of multiple "amplified voice" intercom without modifications of the basic system to provide simultaneous communication on all channels from administrative telephones. **Systems which do not provide for additional intercom channel(s) without modifications of the basic system (standard catalog component) shall not be acceptable.**
- f) Automatic "Queuing" for the two-way "amplified voice" communication intercom channels, with call "waiting". Notification when first call is released.

- g) Capability for assigning speaker locations within any one or more of a minimum of sixteen (16) zones for zone paging or time signal reception.
- h) Facilities for up to six Digital Readout Displays (in telephones or on wall) upon which incoming calls are identified by their designated numbers in the order in which they are received. The display system shall show visually. The calls in the que. Priority (emergency) calls shall have precedence over normal calls and show the calling station number.
- i) Facilities for answering calls registered in the readout display must be done by picking up handset and pressing a single or multiple "response" buttons. This capability shall not prevent other calls from being placed or answered by dialing their number.
- j) Facilities for activating Graphic Display Panels (lighted annunciators) shall be provided.
- k) Provision to cancel all staff (classroom) station originated calls from any authorized administrative telephone shall be provided.
- l) The system shall be capable of restricting and authorizing functions by software programming. This programming shall be capable of allowing the individual parts to work with any of the following combinations of station equipment:
 - (1) Administrative Telephone (with dial),
 - (2) Staff Telephone (less dial-with ringer),
 - (3) Staff Telephone (less dial-no ringer) with speaker circuit,
 - (4) Staff Telephone (less dial-with ringer) with speaker circuit,
 - (5) Administrative Telephone with Speaker circuit,
 - (6) Speaker with call-in supervised switch,
 - (7) Speaker only
- m) A supervised emergency call-in switch may be associated with all of the above without the use of additional station lines. **Systems requiring additional station lines shall not be acceptable.**
- n) It shall be possible to make software-feature assignments from the designated programming as follows:
 - (1) Assignment of each speaker to any combination of a minimum of 16 paging zones or time-tone zones for all schools.
 - (2) Assignments of loudspeaker intercom access to a group of one or more administrative telephones.

- (3) Assignment of "executive override" to authorized administrative instruments.
 - (4) Allow/disallow paging, emergency tones, zone page, outside (trunks) line access, long-distance.
 - (5) Assignment of numbering system (up to 6 digits).
- o) The central control shall provide a serial USB, RJ45 and Ethernet data port for the connection of onsite, or off-site diagnostics by distributor or factory personnel. It shall be possible to determine circuit and software faults via these diagnostics and facilitate remote software changes to the system. The system shall also maintain statistics of operations of the main system functions for use by the individual administering the system.
- (1) The system shall be equipped to provide remote (off-site) programming and diagnostics for the intercommunications and the master clock via internet connection. It shall be possible to achieve (from a remote location) all programming and diagnostic features available by direct connection at the site location i.e., up loading and down loading of programming, monitoring or retrieval of system statistics and activation of system features.
 - (2) The system shall have the ability to make temporarily program changes to bypass specified rooms from administrative phones.

6. Multi/All Purpose/Cafeteria Room

- a) The sound system shall be a complete audio mixing pre-amplification, processing and amplification system suitable for flush or surface mounting. The system shall be flush mounted where shown and occupy an area no greater than sixteen inches (16) (40.6 cm.) in width and 25 5/8" (67.6 cm.) in height with a back box depth of no more than 3 7/8" (9.8 cm.). The face panel of the system shall be no more than 3/4" deep and all edges shall be chamfered so not to present an abrupt exposed edge. **The sound system shall be a Peavey WMA-150 In-Wall audio System only.**
- b) The audio system amplification stage shall deliver a continuous RMS audio output of 120 watts to a low impedance direct coupled output at less than 0.1% distortion over an audio spectrum of 20-20,000 Hz, or to transformer isolated outputs at less than 0.4% distortion over the audio spectrum of 44-20,000 Hz. Speaker level outputs of 4, 8, 16 ohms, 25V center-tapped and 70.7V shall be provided. The noise level shall be no less than 80 dB below RPO from the line of aux input with controls on.
- c) A modular system design shall be employed to permit the use of optional input pre-amplifier modules in any configuration removable blank cover plates installed. An independent level control shall be adjusted by a master level control. A fixed auxiliary input and line output shall be provided for easy user access. All input channels shall have an isolation of greater than 80 dB from 20-20,000 Hz with level control interaction of less than 1 dB.

- d) The audio system shall provide power on and output clipping indication. Dual phontype jack, inputs and outputs, easily accessible for inter-connection of the user's portable recording and playback equipment shall be provided. This fixed auxiliary input shall have its own dedicated level control. It shall also be equipped with a cut-off switch to permit presetting the level control for inexperienced users. All system controls shall be protected from tampering and/or mis-adjustment behind a locking hinged cover panel.
- e) The audio system shall be protected from adverse operating conditions by providing a restorable circuit breaker on the AC line combined with the system power on/off switch. Power supply automatic thermal and short circuit protection, and output device automatic, thermal and over-voltage and safe operating area protection shall be provided as a natural part of the audio system.
- f) The Audio system shall contain a 9-band graphic equalizer equipped with its own protective cover to prevent mis-adjustment of control settings. The equalizer filters shall be spaced on ISO center frequencies of 63, 125, 250, 500, 1000, 2000, 4000, 8000 and 16,000 Hz. All filters shall provide 12 dB (+/-1db) of boost or cut control. A switched high-pass filter and a switched low-pass filter shall be provided as part of the equalizer. A bypass switch shall be provided behind the equalizer cover to permit bypassing the equalizer operation for testing purposes. A mixbuss clip indicator LED on the equalizer shall light to alert the user to excessive mixbuss signal levels, which may cause amplifier clipping.
- g) A full-featured compressor with bypass switch shall be provided to permit automatic compensation of the system output level to variations in user's speech levels. The compressor shall employ continuously variable controls for compression ratio threshold range and release time range. The compressor attack time shall be preset at no greater than 0.002 seconds.
- h) The equalizer and compressor shall be designed as compatible modular components of the audio system. The audio system shall be supplied, as standard, with two microphone-input pre-amps and one auxiliary input pre-amp. These modules, along with the equalizer and compressor modules shall be factory installed and tested as integral components of the in-wall audio system. The performance parameters stated herein shall be obtained with all standard features in the system and operating normally.
- i) All related functional stages of the audio system shall comprise a module of the system to permit ease of service and future enhancements to be utilized without replacement of the complete audio system; thereby extending the useful lifetime of the system. The power amplifier output assembly and the system power supply shall also be of modular component construction for ease of service and capability of upgrade.
- j) The in-wall audio system shall be equipped with a total of seven Peavey MPT-S2 Low Impedance Microphone Pre-Amp(s). This pre-amp shall provide a transformer-coupled input suitable for microphone signal sources. Equivalent input noise shall be no greater than -126 dBu with a frequency response of 20-20,000 Hz +/- dB. Input sensitivity shall be 0.0003 volts with an overload capability of 0.07 volts. A

switched 20 dB attenuation pad shall be provided to increase the overload capacity of the pre-amplifier module. In addition, switches shall be provided to permit individual insertion of a low-cut filter or a high-cut filter. It shall be possible to provide phantom power to condenser microphones via an internal 15 VDC power source. A gain trim control shall be provided to permit adjusting the pre-amplifier gain for optimum signal-to-noise operation. Remote level control and/or muting capability shall be provided as part of the module without the need for additional add-in boards or internal components. The pre-amp module shall fit into an input slot provided in the chassis and it shall provide screw terminals for system wiring connections.

- k) The in-wall audio system shall be equipped with a total of one (1) Peavey Aux-2 Auxiliary Input Pre-Amp(s). The 4850 pre-amp shall provide an unbalanced signal input of 47,000 ohms impedance. The pre-amp module shall have an input overload capacity of 5 volts with an input sensitivity of 0.245 volts. Frequency response shall be 20-20,000 Hz +/-a dB. A switched 20-dB attenuation pad shall be provided for additional input overload capacity. A gain trim control shall be provided to permit adjusting the pre-amplifier gain for optimum signal-to-noise operation. Remote level control and/or muting capability shall be provided as part of the module without the need for additional add-in boards or internal components. The pre-amp module shall fit into an input slot provided in the chassis and it shall provide screw terminals for system wiring connections. A wall jack shall be provided and connected to the aux input to provide input capability of portable tape or CD player with the in-wall amplifier.
- l) The system shall provide for individual channel (remote volume, Muting) control from any distances up to two thousand feet (2,000') with 20AWG cable.
- m) The muting function shall require no additional circuitry to be added to the main audio system and shall operate from a SPST switch contact closure. Provide no muting switches as this time however, MCPS may require this addition in the future and the in-wall amplifier must have this capability for future additions.
- n) The remote control function shall require no additional circuitry to be added to the main audio system and shall operate from a DC controlling voltage varied by a potentiometer equipped with a suitable knob for easy control and with vivid nomenclature for repeated remote level settings. The Remote Volume Control shall provide a potentiometer, control knob and marked legend plate. The function is not required on the original installation, but may be added, by MCPS in the future.
- o) In-wall amplifiers not meeting all of the above listed requirements and outlined capability shall not be considered UNDER THIS SPECIFICATION.

7. Cafeteria or All-Purpose Room Sound Systems

- a) All-purpose sound system shall consist of a **Peavey WMA-150** in-wall amplifier. **Note:** The flush mount is the desired mounting configuration. The MCPS Project Coordinator must approve any surface mounting. The Peavey WMA-150 in-wall

amplifier shall be equipped with six Peavey MPT-S2 low impedance microphone pre-amplifier modules and one Peavey Aux-2. Module and one spare input position.

- b) Two Shore 522 or MCPS approved equal microphones or MCPS approved equal floor stands shall be provided and six D3f connectors mounted on a single gauge plate. Microphone outlets to the left of the stage, two outlets to the right of the stage, one wall outlet to the rear center of the stage and one to the rear (back wall, opposite the stage end of the room) of the room. Provide two 25' extension cables with an A3F on open end and an A3M on the other end. The cable shall be the West Penn 292 or 25292. Wire molding or conduit shall be used for all exposed cable.
- c) Speakers: **Shall be JBL 29AV only.** Furnish and install one to the left of the stage opening and one to the right of the stage opening.
- d) Equalize test the system and demonstrate to the MCPS Project Coordinator for acceptance. Operation and service manuals are to be delivered to MCPS Contract Office.

8. Small Gym, Practice Gyms Sound Systems

- a) Small gym sound system shall be a Peavey WMA-150 in-wall amplifier. **Note:** The flush mount is the desired mounting configuration. The Peavey WMA 150 in-wall amplifier shall be equipped with two Peavey MPT-S2 low impedance microphone preamplifier modules and one Peavey AUX 2 module and five spare input position.
- b) Two Rauland or MCPS approved equal 1282 microphones with Rauland 1122E or MCPS approved equal floor stands shall be provided and two D3F connectors mounted on a single gang plate. Two microphone outlets shall be installed in the gym on the side walls, midway one on the boy's side and one on the girl's side of the gym. Provide two fifty foot (50') extension cables with an A3F on one end and an A3M on the other end. **The cable shall be the West Penn 292 or 25292.** Wire molding or conduit shall be used for all exposed cable.
- c) **The speaker/horns shall be the Telecor A-157 or MCPS approved equal horns with driver and 25-volt transformer only.** Provide four (4) horns. These horns are to be mounted at the ceiling level (above the grinders over playing floor in the center of the room. Two horns are to be focused to the girl's end of the gym and two horns are to be focused to the boy's end of the gym. Space between the rears of the horns must be provided to allow the dividing door to pass to their rear. **Note:** This amplifier or these horns are not to be connected to the main intercom system, as they will have their own horns.
- d) Equalize test the system and demonstrate to the MCPS Project Coordinator for acceptance. Operation and service manuals are to be delivered to the MCPS Contract Office.

9. **Hearing Assistance System (Flush Mount System)**

- a) The hearing assistance system shall be a FM wireless broadcasting listening system used by the hearing impaired. The system shall allow for transmission of program material used within the main sound system to individual wireless receivers. The system shall conform to the ADA requirements. The system shall operate on frequencies between 72 - 76 MHz band allocated for hearing assistance transmissions. The transmitter shall be rack mountable (standard 19" panel size), powered by an external 13 VAC wall type power supply (mounted within the rack). The transmitter shall also have a balanced XLR input selectable to line, mic or 70 volt line with a recessed level pot, and five segments LED level meter. The transmitter shall be equipped with a PL-259 connector on the rear panel for connection to the antenna. **The hearing assistance transmitter shall be a Telex AAT-2N or MCPS approved equal, complete with power supply, Rauland MK1500 or MCPS approved equal Wall Mount Frame with a Rauland 15BBF MCPS approved equal flush mount back box, and HGA-1 Antenna only** remotely mounted within the room designated for hearing assistance reception. **Note:** The transmitter frequency for each system must be different than other transmitters in the near area. It is the responsibility of the supplier of the equipment to select the frequency (based upon existing systems) and verify the frequency selected is free from RF interference and that this system does not interfere with other RF systems in the area. Changes in frequencies shall be done at no additional cost to MCPS.
- b) The hearing assistance system receivers shall be compact pre-tuned FM receivers with an integral belt clip and top mounted volume control. The receiver shall use two AAA batteries as a power source and have a 1/8" combination earphone/power charge jack on the top panel. **The hearing assistance receivers shall be the Telex AAR-1 Tunable receiver (72 - 76MHz) or MCPS approved equal**, complete with batteries, NL4S neckloop for inductive equipped hearing devices, and single SEB-1 earbud with cord. Provide four (4) complete receivers with the system. It is a basic requirement that the receivers be tunable to avoid future interference and/or pickup as additional systems are added.

G. **INTERCONNECT SPECIFICATIONS**1. **Integrated Communications System**

- a) The integrated communications system shall provide for the direct connection to central office lines (outside trunks). Initially the system shall be wired for one trunk.
- b) The system shall offer routing of outside trunks for Attendant Answer Incoming (AAI) and Direct Inward Line (DIL). The system shall also provide all standard Telco signaling to interface with other special services such as off-premise extension (OPX), WAT and CENTREX.
- c) The system shall be capable of operating with either loop start or ground start trunks for compatibility with existing and future utility services

- d) The system shall offer full flexibility of software restrictions to station lines for external calling capabilities. Each station may be programmed as:
 - (1) Totally unrestricted.
 - (2) Restricted access.
 - (3) No access to outside lines.
- e) System restrictions may be programmed to allow/disallow local prefixes (exchanged number) and authorize access for up to three area codes.
- f) Software updates to the program shall be accomplished via the serial USB Ethernet port or by an "allowed" programming instrument. Training shall be given to a person designated by MCPS in making these updates to the restriction tables.
- g) The system shall be equipped with discriminating ringing to enable the party receiving a call to distinguish the difference between an internal call (long ring) and an outside call (two short rings).
- h) The system shall provide automatic hunting for first available trunk for an outside line request. System shall also provide a "disallowed beep" for unauthorized telephones attempting to select an outside trunk.
- i) The system shall provide circular hunting for DIL programmed trunks. This shall distribute outside traffic evenly and prevent any one trunk from excessive usage.
- j) It shall be possible to connect a telephone trunk to the system, which will directly ring a designated phone without the assistance of an operator as used for private line service. This call may be automatically routed to the attendant if not answered within a predetermined time.
- k) The system shall provide "Call Park" with remote pickup. This shall enable attendant to park calls and permit paged party to remotely pick-up outside call from any administrative telephone.
- l) The system shall enable any administrative telephone to remotely pick-up a call from any other ringing telephone.
- m) It shall be possible for any administrative telephone to remotely answer any outside call on an AAI programmed trunk by dialing a predetermined code.
- n) The system shall maintain statistics providing internal and external traffic data.
- o) The system shall be capable of providing "night answer". When placing the system in "night answer" mode, it shall be possible for an incoming call on any AAI trunk to be directed to a predetermined extension. Night mode shall also provide a tone over system speakers signaling key personnel to answer the incoming call at any administrative telephone. It shall also be possible during the night mode to provide

dial tone to all classroom staff telephones. This shall provide the ability to answer calls throughout the facility.

- p) The system shall be capable of directly accessing all the system capabilities from a remote location via a dedicated trunk. Only authorized individuals may use this feature by dialing the system function.
- q) The system shall be compatible with standard PBX signaling for direct connection to any existing or future PBX.
- r) The system shall be capable of providing a microprocessor based call control console systems using electromechanical switching will not be acceptable. The call control console shall provide the following features and functions:
 - (1) The ability to identify, answer and route the incoming outside calls.
 - (2) The ability to directly access any outside trunk.
 - (3) All incoming calls shall be annunciated and rung to the call control console. The call control console shall mute incoming tones while calls are being processed. Calls may be held, parked, transferred or released.
 - (4) Serve as a fast, efficient answering instrument capable of processing calls at a rate of up to 360 per hour.
 - (5) Any transferred call shall "Recall" console after a predetermined time if the call is not answered. Any indication shall be given to the attendant that this is a "Recall".
 - (6) The call control console shall provide a "hold reminder" feature. A "Reminder" tone shall be transmitted every 30 seconds while a call is on Hold.
 - (7) When a call is being processed, all invalid keys shall be disabled. This shall prevent calls from being accidentally lost.
 - (8) The call control console shall have the ability to pre-screen outside calls.
 - (9) Transferred calls to busy extensions shall automatically return to the call control console. A "Busy" message shall appear on the display.
 - (10) The call control console shall provide a 20 character alphanumeric display. Display shall provide prompting messages to assist and simplify operation of the system.
- s) The master control clock shall be microprocessor based integrated into CPU not add on and programmable by Windows software. A step-by-step guide shall be provided to enable the user to accomplish the programming easily and correctly. The programmable master clock shall be capable of storing in non-volatile memory and controlling up to 500 events. The clock shall provide a minimum of 16 schedules

and 16 zones or any combination. The clock shall provide the control of the distribution of class change chimes/signals over all speakers selected. The distribution shall be determined by the control console and the clock programming in conjunction with a multi-tone generator. Integrated into CPU not separate add on in rack. The clock shall provide the capability to drive secondary clocks (analog or digital) and ring bells. The clock shall be furnished with a battery back up.

- t) A master control panel shall be located within the rack and the panel shall provide the ability to select program for distribution. The panel shall provide selectable inputs for two microphones, two auxiliaries and one program. In addition, the ability to adjust levels of the program or intercom, push to talk switch, all-call switch and an emergency switch. A separate five- watt intercom shall provide two way communications to the selected room(s).
 - u) The power amplifier shall provide a minimum of 250 watts RMS in all schools. The power amplifier shall be of solid-state design and shall be a standard product of a manufacturer experienced in the design and manufacture of all-transistor power amplifiers.
 - v) The ceiling speaker shall be an 8" speaker with a frequency range of 60-17,000 Hz., and have a power rating of ten watts RMS, Sensitivity of 95dB AT4' with one watt input, and a magnet weight of five ounces. The speaker shall have a 25V/70V transformer with taps of 1/8, 1/4, 1/2, 1, 2, and 4 watts. Telecor STB11, Telecor H8 and Telecor T8, Bogen CSD1X2U or MCPS approved equal.
 - w) The announcement microphone shall be an omni-directional pressure-operated dynamic type, Shure 522 or MCPS approved equal offering a frequency response from 50-12,000 Hz, substantially independent of direction to the source of sound. The output level shall be 58dB in the low impedance (400 ohms) position. A durable leaf spring style push-to-talk switch with additional contacts for relay control. The microphone shall be complete with a desk stand and a locking-on switch in the base.
2. **For All Auxiliary Gyms, Locker Rooms, Etc., and Areas Which May Have High Occurrences of Vandalism – As Needed**
- a) **The loudspeaker assembly shall be Atlas VP14MB, Back Box VP14ENC, or MCPS approved equal and speaker/transformer with 15-watt rating USO-215, a high quality 8" (20.32 cm) type, complete with a 25V/70V transformer tapped at .25, .5, 1, 2, and 4' watts. The power rating shall be 15 watts.**
 - b) The speaker shall incorporate a 5.0 oz (142 gr.) ceramic magnet; the voice coil shall be 3/4" (2 cm) diameter and shall have an impedance of 8 ohms.
 - c) The speaker/transformer assembly shall be mounted in a wallmount sloping wall baffle constructed of special heavy-gauge cold-rolled steel, virtually impervious to direct blows; the steel back mounting plate shall be prepunched to fit any standard outlet box and shall be so designed as to make it practically impossible to gain access to the speaker.

3. **For Classroom Areas – Office Areas and Conference Rooms – As Needed**

Atlas IS125SYS or MCPS approved equal Bogen CSD1X2U

4. **For Outside Building and Athletic Fields - As Needed**

The paging projector(s) shall be Telecor A30T or MCPS approved equal wide angle and complete with an integrated driver assembly combined with a double re-entrant, non-resonant heavy-duty ABS resin horn. It shall contain a built-in, weatherproofed 25V and 70V line-matching transformer and shall be provided with a screwdriver adjustable impedance-wattage switch. The horn/driver combination shall have a power handling capacity of 15-watts at full range and produce. The frequency response shall be no less than 225 to 14,000 Hz. The unit shall provide a dispersion of no less than 120° horizontal and no greater than 60° in the vertical. The paging projector shall be used for tone signal and announcements in outside and inside areas for the gymnasiums.

5. **Call Switch**

A single gang plate with a momentary high quality contact supervised call switch shall be provided. **The call switch shall be Telecor CS5-3 (normal and or Telecor CS5-7 (emergency) or equal.**

H. INSTALLATION

1. The intent of the following specifications is to establish quality standards for the installation of PA/Intercom Systems in MCPS, which will allow the systems to operate as intended by the manufacturer and provide for a high degree of reliability and ease of use.
2. All equipment furnished shall be new and unused, with the exception of incidental use to facilitate testing of a "solid state" construction, and be the latest product of a single manufacturer who has been in the business of manufacturing commercial sound systems and components for at least five years. **The system shall be completely assembled and tested at the factory prior to shipment.**
3. **The contractor must be a manufacturer certified dealer/representative for the brand of equipment offered and shall offer regular repair and warranty services.** The successful bidder shall be engaged in the business of selling and installing commercial sound systems and shall employ qualified electronic technicians for installation purposes. The contractor shall have been engaged in said business for a minimum of five years and **shall maintain an inventory of spare parts and accessories for the equipment supplied.** Experienced factory trained technicians and/or bona-fide licensed trade's persons as applicable, i.e., electricians, etc., must perform all work. **A letter from the manufacturer verifying that the bidder is a certified dealer's representative must accompany the bid response.**
4. The system shall be complete with all power supplies, amplifiers, outlet strips and other ancillary equipment, as required to constitute a complete and operable system. It shall be the bidder's responsibility to determine the completeness of the specifications and to notify

the MCPS Procurement Unit in advance of bid submission, if in their opinion the equipment specified does not constitute a complete and operable system.

5. All equipment furnished shall be electrical and electrically compatible with respect to voltages, impedance, and signal levels. The components supplied shall operate as a complete and functional system and in accordance with the manufacturer's operating instructions and industry standards. All interconnecting wires and cables shall be routed and fastened in a manner, which shall minimize accidental damage and allow for normal servicing procedures. All wire shields shall be grounded at P.A. console. All wiring and equipment shall be installed in accordance to all applicable code requirements. Cable run above ceilings shall be wire tied high off of the ceiling material. All speaker/phone runs shall be terminated at console on 66 blocks, mounted behind console on wall. All board use for mounting shall match existing wall color and shall be fire rate.
6. All equipment shall be of a matching color, style, and finish compatible with the supplied rack or desk. Controls intended for operator's use or adjustment should be color-coded and labeled in the English language as to function. Matching blank panels and trim strips shall be furnished and installed as necessary to present a complete and finished appearance. Equipment and rack or desk shall be free from dents, scratches or other cosmetic blemishes.
7. All equipment shall be UL approved, securely mounted to the rack or desk and grounded in accordance the latest NEC electrical code and industry standards.
8. Nominal operating voltage shall be 120 volts 60 Hz AC. The system shall operate without reduction in performance over a supply voltage variation of 105 to 125 volts AC.

I. GENERAL INSTALLATION

1. The contractor shall supply all cable as specified or as required by the manufacturer.
2. **Cables shall be stripped to the minimum length required to affect a proper connection.** Shields shall be covered with insulation tubing or plastic tape in a manner, which will preclude accidental grounding. Cables and wires shall be so arranged as to provide sufficient slack for normal maintenance procedures. Cables at the control console shall have sufficient length to allow connection to any appropriate terminal without additional splices, thus allowing for future expansion or re-configuration. They shall be routed and fastened in a manner, which will relieve any tension or pull on the connectors and minimize the chance of damages due to building movement or maintenance.
3. All connections or splices shall be accomplished by means of insulated pressure connectors, insulation piercing connectors, solder, or terminal strips as appropriate. 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 transitionally used in the electronic/sound trade. Connectors shall be installed using the tool(s) or methods specified by the connector manufacturer.
4. **All cables are to be grounded only at the control console and shall be otherwise free of ground connections either intentional or otherwise. Grounds and/or shields shall**

be electrically continuous from the device to the control console at the points and in the manner specified by the equipment manufacturer.

5. All switches, jacks, speakers and other devices shall be installed plumb or level as appropriate, and shall be installed using all available and appropriately sized screws and/or mounting holes or 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 shall be repaired or replaced by the contractor.
6. The system shall be so configured and installed as to allow two way (intercom) conversation with any remote location including AP, gym, boiler room, and outside regardless of the operating condition of any local system. This operation shall be identical with that of the remaining remote locations.
 - a) Hall speakers may be connected in groups of six or fewer set at 1 watt minimum.
 - b) Outside speakers may be connected in groups of five or fewer provided that each area of the grounds is controlled by an individual switch (i.e. east side, north side, playground, etc.) Café 2 watts minimum.
7. The system shall be so configured and installed and transformer taps selected as to allow "ALL CALL" and "Emergency" announcements to be made at an appropriate level without the operation of room switches, closing of nearby doors, or other unusual maneuvers in order to avoid "feedback" or "howl".
8. In the event it is desirable or requested by MCPS to disable the outside or other speakers during "ALL CALL", this shall be accomplished by means of; must have auto reset programming through administrative phone.
9. All work shall be done in a neat and workmanlike manner. Any damage to MCPS facilities or equipment, as a result of this installation shall be repaired by the contractor, at no cost to MCPS and to MCPS 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.
10. Speakers or cables found to be inoperable at the time of installation shall be replaced by the contractor.
11. All malfunctions of new components or malfunctions of connections, including speakers, shall be the responsibility of the contractor during the warranty period.
12. Provide connection between console and telephone PBX for office phones.
13. Provide all necessary wiring and connection for fluorescent wall display.

J. CUTTING & PATCHING

1. The contractor shall be responsible for cutting through floor slabs or walls as necessary to perform the work, and shall exercise extreme care to avoid damage to the existing

structure. The contractor will be held financially responsible for any damage incurred as a result of the work.

2. All surfaces altered or damaged by the contractor shall be restored to its original conditions, including ceilings, walls, partitions, and floors.

K. ELECTRIC POWER & LIGHT

The contractor may use free of charge, for the purposes of work under this contract only, the electricity available in the buildings. The contractor will be responsible for any extensions necessary from the existing outlets and for correcting any outages or malfunctions caused by such use.

L. SYSTEM MANUALS/AS-BUILT DRAWINGS

The communication contractor/supplier shall furnish four manufacturer's manuals of the complete system including individual specification sheets, schematics, inter-panel and intrapanel wiring diagrams. In addition, all information necessary for proper maintenance and operation of the system must be included. As-built drawings that include any changes to the wiring, wiring designations, junction box labeling and any other pertinent information shall be provided at the completion of the project.

M. RACK ASSEMBLY

The communications system rack equipment must be factory assembled and the assembled rack must have the (Underwriters Laboratories, Inc.) UL label.

N. PROGRAM SOFTWARE

The contractor shall supply MCPS Maintenance Electronics shop all software and program data, along with a lap top computer capable of programming the console.

O. UPS

Each P.A. rack shall have an uninterruptable power supply installation in rack. Unit shall be 1500 Volt or larger.

P. TRAINING

The contractor shall provide training to school personnel for proper operation of system, and shall provide factory certification training to MCPS Maintenance Electronic Shop Technicians as required. This training shall not exceed 24 hours of classroom/hands-on instruction by a factory authorized instructor. The bidder shall also provide laptop training as required.