

**Department of Materials Management  
Procurement Unit  
MONTGOMERY COUNTY PUBLIC SCHOOLS  
45 West Gude Drive, Suite 3100  
Rockville, Maryland 20850**

**INVITATION FOR BID #9465.1 - - REVISED  
Fabricate and Install New Digital Signs**

**GENERAL CONDITIONS AND SPECIFICATIONS**

**I. GENERAL CONDITIONS**

**A. SCOPE**

The specifications contained herein are intended to cover the fabrication and installation of new digital signs including but not limited to providing all labor and materials for operational training as it is related to the message center programming for various Montgomery County Public Schools (MCPS) located throughout Montgomery County, Maryland.

**B. INTENT**

It is the intention of this bid to pre-qualify contractors who will provide proposals for individual projects in compliance with the specifications herein and scope of work required for each individual project. Proposals shall be all inclusive, including but not limited to costs to fully cover all the required materials, equipment and labor necessary to complete in all detail the scope described. The awarded unit prices will be used for award and for change orders for unforeseen changes during projects.

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. It is imperative that the successful bidder complies with all safety requirements as identified by the Occupational Safety and Health Administration (OSHA), Maryland Occupational Safety and Health Act (MOSHA), etc. These regulations and standards will be further considered a part of these specifications and conditions. The bidder will furnish and install any additional items required by the same, whether or not particularly shown or specified. All deliveries must be prepaid for destination. In no case will collect shipment be accepted.

Responses to this solicitation will be used to evaluate and prequalify contractors to perform the services described herein for MCPS upcoming projects. Contractors who wish to be prequalified shall provide detailed information describing fully, their company's capabilities, and references to illustrate the ability to perform the scope of work that will be required.

**C. DELIVERY**

All deliveries must be prepaid FOB destination and in no case will collect shipments be accepted. All pricing must be all-inclusive; no travel time or delivery charges will be accepted.

**D. AWARD**

The 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 of this solicitation to pre-qualify contractors and establish a requirements contract based on time and material or per sample as detailed in the Item Specifications. Per sample projects will be paid on actual samples completed.

Pre-qualified Contractors will be contacted as needs arise throughout the contract term. Each job will vary in size and scope of work.

Consideration will be given to any previous performance for the Board of Education as to quality of service and with regard to the bidder(s) ability to perform should it be awarded the contract. Awards may be made to multiple bidders. However, the Board reserves the right to make awards according to the best interests of MCPS. MCPS reserves the right to add or delete services throughout the term of the contract as needs arise. Awards are contingent upon availability of funds.

Wherever the term “provide” is used, it shall mean, “furnish and install in place, complete in all details”.

**E. CONTRACT TERM**

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

**F. PROVISION FOR PRICE ADJUSTMENT**

Price increases on both service labor rate and equipment will not be considered for the first six months of the contract. Thereafter, the Contractor must submit a written request for price relief. The request for a price increase on the equipment shall include documentation from the manufacturer to verify the basis for such request. Adjustments for price increases on service labor

rate will be based upon 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. The request shall not exceed 75% of the percentage change of January 1 CPI's, rounded to the nearest tenth of a percentage.

MCPS reserves the right to accept or reject the request as may be determined to be in the best interest of MCPS. Any orders received prior to a request for a price increase shall be honored at the original contract price. If the price increase is approved, a contract amendment will be issued authorizing the increase.

Changes on the percent off offered will not be considered. Bidders must submit new catalogs when published to apply the discount offered on the bid response.

### **G. DEVIATIONS**

All bids meeting the intent of the invitation will be considered for award. Bidders who are deviating from the terms, conditions, and/or specifications shall list such and explain fully on a separate sheet to be submitted with their bid. If these deviations are of a technical nature, the Contractor shall supply manufacturer's detailed 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.

### **H. 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 B**, for the Contractor's information is 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 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.

### **I. INVOICES**

Payment depends on receipt of a proper invoice and satisfactory contract performance. All invoices are to be transmitted to the Division of Controller, 45 West Gude Dr, Suite 3200, Rockville, MD 20850. Every invoice must include name and address of contractor, taxpayer identification number, purchase order number and invoice number. Price quoted shall not include federal excise or state sales taxes. Exemption certificates will be furnished upon request. See

## Article XIII.

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 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 MCPS.

Contractor inquiries concerning payments shall be made to [accountspayable@mcpsmd.org](mailto:accountspayable@mcpsmd.org)

**J. INTERPRETATION**

The commodities listed are specified to meet our minimum requirements. Therefore, bidders are informed that they must provide the items in conformance to quality standards equal to the brand specified.

**K. WARRANTY**

1. The contractor guarantees that all work shall be accomplished in a workmanlike manner and the bidder shall observe and comply with all Federal, State, County and local laws, ordinances and regulations in performing the services listed.
2. The contractor warrants the items/services delivered to be of the highest quality, complying with specifications and free from all defects whatsoever in workmanship and materials for a minimum period of two years from acceptance or as stated. The supplier agrees that any replacements and/or adjustments made necessary because of such defects will be made promptly without any cost to MCPS and to the satisfaction of MCPS.
3. All workmanship, equipment and materials shall be guaranteed for two years. Any longer-term warranty and/or guaranteed offered as standard from product manufacturers shall be included. The Contractor shall supply labor and materials for warranty replacements throughout the two-year period. The warranty shall begin on the date the MCPS Project Coordinator approves the Contractor's final invoice for payment.
4. Should a manufacturer's warranty exceed the requirements stated above, the manufacturer's warranty will be the primary one used in the case of defect. Copies of manufacturer's warranties are to be provided upon request.
5. Warranty shall provide for replacement of defective materials plus installation and labor. Any warranty claim made by MCPS prior to the expiration of said warranty shall be satisfied although the warranty has subsequently expired. Failure of the bidder and/or manufacturer to provide satisfactory warranty service to MCPS will be grounds for exclusion from future bidding.
6. Point of contact may change between the MCPS Project Coordinator and the Contractor when identifying and resolving warranty claims during the warranty period.

**L. BRAND NAMES**

The brand names and code or model numbers in the attached specifications are the exclusive brands desired and substitutions will not be considered at this time.

In the brand column state the brand name, code or model number on each item being offered, even if bidding the specified brand. If a brand and code or model number is not shown your bid may not be considered.

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. Other brands will be evaluated and tested if materials are submitted at no cost to MCPS. Contact the Procurement Unit to request testing/approval of samples by email to the buyer. Testing normally requires a minimum of 60 days to complete; therefore, your samples for testing may be approved for consideration or inclusion in future bid if the evaluation is satisfactory.

**M. DESCRIPTIVE LITERATURE**

The apparent successful bidder may be required to furnish, **within two working days** after bid opening, 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 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

**N. QUOTATIONS**

No bidder will be allowed to offer more than one price on each item even though it may feel that it has two or more types of styles that will meet specifications. Bidders must determine for themselves which to offer. If said bidder should submit more than one price on any item, all prices for that item will be rejected. However, this stipulation does not preclude the offering of new products that do not meet specifications in every respect from being offered as a separate item for consideration. Such product should be identified as a new product and a brief explanation written as a part of the offer detailing the advantages, which can normally be expected of this product over the product specified.

A bidder may restrict its bid to consideration in the aggregate by so stating, but shall name a unit price on each item bid upon. Any bid in which the bidder names a total price for all the articles without quoting a price on each and every separate item may be considered informal. If there is any discrepancy between the unit cost and total cost, the unit cost shall prevail. Prices offered

shall be valid for acceptance during a period of no less than 90 days from date of bid opening.

**O. ADDITIONS/DELETIONS**

MCPS reserves the right to add similar items/services or delete items/services specified in the resultant contract as requirements change during the period of the contract. MCPS and the Contractor will mutually agree to prices for items to be added to the contract. Contract Amendments will be issued for all additions or deletions.

**P. 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 and approval.

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

The laboratory performing the analysis must have received U.S. Environmental Protections 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 D**) **within 15 working days** after receipt of the “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 task as may be required regarding existing material on site. Any questions, concerning asbestos materials shall be directed to the MCPS, Environmental Health Specialist at 240-740-2331.

R. **SUBMISSION OF BIDS (Sealed Bids Only) – Required Submissions email responses will not be considered. Hard copies only**

1. **Bid Documents**

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

2. **Quotation Form**

a. Quotations are to be entered on the Item Specification page. **Faxed quotations are not acceptable. SEALED BIDS ONLY.**

b. **Bidder must submit a separate price for each item listed on the Item Specification page. Submission of one price for all the items without indicating a price per item shall be considered non-responsive and will invalidate the bid.** If there is a discrepancy between the unit cost and total cost, the unit cost shall prevail. Prices offered shall be valid for acceptance during a period of no less than 90 days from date of bid opening.

c. This solicitation shall be valid for acceptance during a period of not less than 90 days from date of opening. Once the contract is approved by the MCPS Board of Education, terms and conditions of the solicitation shall prevail throughout the contract period.

3. **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 the event calendar (<http://www.montgomeryschoolsmd.org/departments/procurement/>) or contact the buyer by email at [Anissa\\_B\\_Black@mcpsmd.org](mailto:Anissa_B_Black@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.**

4. **Licenses**

- a. **State of Maryland REQUIRED License (TO BE SUBMITTED WITH BID)** This requirement will not be waived)

**General Requirement:** 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.**

- b. **Construction Business License:** This type of business license is issued through the County or Baltimore City, or the **Clerk 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.
- c. **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 closet office go to [www.DLLR.state.md.us](http://www.DLLR.state.md.us) or call 410-230-6309

5. **Certification from Manufacturer**

**Contractor shall include** a letter from the manufacturer stating that the firm is a manufacturer’s authorized installer/representative for the brand equipment offered. Manufacturer shall submit a letter stating manufacturer shall supply specified equipment in order for contractor to complete projects within the contract period. **Failure to submit manufacturer authorization letters with your bid submission may result in bid being deemed non-responsive and consequently rejected.**

S. **EMARYLAND MARKETPLACE ADVANTAGE**

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

T. **MULTI-AGENCY PARTICIPATION**

MCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include



but not be limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that required these goods, commodities and/or services. Use of this solicitation by other agencies may be dependent on special local/state requirements attached to and made a part of the solicitation at time of contracting.

The supplier/contractor agrees to notify the issuing agency of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies. Each participating jurisdiction or agency shall enter into its own contract with the Award Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award Bidder. MCPS assumes no authority, liability, or obligation on behalf of any other public or non-public entity that may use any contract resulting from this bid MCPS pricing is based on the specifications provided in this solicitation.

**U. QUANTITIES**

The quantities specified in this solicitation are estimated only, and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity that will be ordered. The actual volume of work will depend upon requirements, which develop during the contract period.

**V. MARYLAND BUY AMERICAN STEEL ACT**

Steel purchased under this bid must be in compliance with the "Maryland Buy American Steel Act", Sections 17-301 to 17-306 of the State Finance and Procurement Article of the Annotated Code of Maryland. This applies to steel purchases that are combined or 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/StateFinIndex.htm>

**W. 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 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 MCPS.

**X. CUSTOMER REFERENCES**

Suppliers are required to provide three references. The references shall have company name, contact person, address and phone number of three current customers for which a contract for similar size and products has been provided to a school system preferably. If the reference information is not

accurate and MCPS cannot contact the person(s) named, the bid may not be considered.

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

Email \_\_\_\_\_

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

Email \_\_\_\_\_

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

Email \_\_\_\_\_

**Y. AWARD CRITERIA**

1. Conformance to specifications and completeness of bid submission
2. Price
3. Ability to perform
4. Past performance

**Z. INQUIRES**

All inquiries concerning this bid must be submitted in writing to: Anissa Black, Buyer, Montgomery County Public Schools, Procurement Unit, Room 3100, 45 West Gude Drive, Rockville, Maryland 20850, via fax at 301-279-3173, or by email at [Anissa B Black@mcpsmd.org](mailto:Anissa_B_Black@mcpsmd.org). All inquiries must be received four business days prior to the bid opening date in order to receive a reply prior to submitting its bid. The Board of Education will not be responsible for any oral or telephone explanation or interpretation. Bidder contact with any other MCPS employee regarding this quotation will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its bid. The MCPS Procurement website address is <http://www.montgomeryschoolsmd.org/departments/procurement/>

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

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

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

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

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

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

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

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

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

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

Fingerprinting for the criminal background check may be performed at any fingerprinting agency approved by the State of Maryland. A list of MCPS approved fingerprinting agencies can be found on the Procurement Unit website at <https://www.montgomeryschoolsmd.org/departments/procurement/Contractors.aspx>.

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.

**II. CONTRACT ADMINISTRATION****A. SITE INSPECTION**

Contractor(s) will be required to inspect the work sites, take measurements and develop proposals and/or estimates based on awarded unit prices. The Contractor must report to the main office and contact the MCPS Building Service Manager. When a proposal or estimate has been submitted to the Project Coordinator, 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 including, but not limited to, all work required to satisfy any and all laws, codes, regulations, etc. that are applicable. After inspection, the Contractor shall report to the MCPS Project Coordinator any conditions that might prevent them from performing their work in the manner intended. **Failure to do so will not relieve the Contractor of the obligation to furnish all materials and labor necessary to fully carry out the provisions of the bid documents.**

**B. PERMITS AND INSPECTIONS**

The Contractor shall obtain all required permits, including electrical and plumbing permits, pay all fees, and certify that other required permits have been obtained prior to commencing work. This includes, but is not limited to, the Contractor securing permits on behalf of MCPS and scheduling of inspections as required by Federal, State and County authorities and Maryland Department of the Environment (MDE) permits. 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. The Contractor shall provide all drawing documentation, etc. as required to secure permits.

Contractor is responsible for determining the permitting jurisdiction that has authority and what permits are required such as Montgomery County Government, City of Rockville, City of Gaithersburg and Town of Poolesville, etc.

**C. QUOTATION/PROPOSALS**

Proposals must be submitted to the appropriate MCPS Project Coordinator within 48 hours of request.

**D. PERFORMANCE**

1. The Contractor shall have on the job site at least one person fluent in English 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 appropriate contacts to allow for day-to-day direct communications.**
3. Work to be completed in a timely workmanlike manner; fumes, odors, materials and work procedures will be controlled to protect occupants and property from harm and damage.
4. The Contractor must have a thorough knowledge of and be able to perform the required repair work and the field equipment necessary to perform services as described.

5. Contractor shall provide all necessary materials for the installation which shall conform in strength, material, appearance, quality, and workmanship to that usually provided by the trade.
6. Work includes but is not limited to check, adjust, repair and return system to safe operating standards when required.
7. Contractor shall observe and comply with all Federal, State, County and local laws, ordinances and regulations in performing the services listed.
8. Contractor and employees:
  - a) Will be required to check in daily at the main office and with on-site building service staff.
  - b) Use of any form of tobacco products, liquor and/or illegal drugs is not permitted in MCPS buildings and on grounds.
  - c) Are not to routinely use facility equipment and buildings, i.e., telephone, lounges, parking lots, etc.
9. All work shall be scheduled to the mutual satisfaction of the School Administration and the MCPS Project Coordinator to avoid conflicts with administrative and school activities.
10. The work shall be under the general direction of the contractor but subject to the inspection of an MCPS authorized representative, who may require the contractor to correct defective workmanship and materials without additional cost.
11. The building is expected to be occupied throughout the stated period allowed for this work. The Contractor shall take all required safety precautions.
12. Work area must be left clean and safe after each day work. Contractor must remove all debris generated by the work from the premises daily, adhering to **Montgomery County Solid Waste and Recycling Regulation 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 amount by the weight as requested.
13. Installation must be performed in strict compliance with the latest local, state, and federal regulations having authority. The Maryland Occupational Safety and Health Administration (MOSHA) Hazard Communication Standards and the Occupational Safety and Health Administration (OSHA) Hazard Communication Standards must be followed.
14. Field measurements are required.
15. Failure to perform in accordance with MCPS specifications and industry standards may result in the Contractor being removed from the approved bidder list to receive future Invitation For Bid for a period of two years.
16. The contractor may not sublet any portion of this contract without prior written consent of MCPS.

17. The contractor assumes all responsibility for tools, equipment and materials at the job site.
18. The contractor shall take all necessary precautions during the period of service to protect existing MCPS facilities from damage by workmen and shall repair or replace, at the contractor's own expense, any damaged property caused by the contractor's employees or sub-contractors.

**E. MCPS PROJECT COORDINATOR**

1. No changes in contract conditions or specifications will be made without the project coordinator approval and authorization by the director, Department of Materials Management or his designee.
2. After award a MCPS Project Coordinator will be assigned who will handle the day-to day operation. Scheduling work on site after an award of contract must be made through the MCPS Project Coordinator.
3. The MCPS 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 director, MCPS Division of Maintenance with copy to the Procurement Unit;
  - g. Prepare required reports;
  - h. Approve or reject invoices for payment;
  - i. Recommend contract modifications or terminations to the Procurement Unit;
  - j. Issue notices to the Contractor to proceed with the project after receiving signed Change Order as required.
4. The MCPS Project Coordinator is **NOT** authorized to make 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.

**F. QUALITY ASSURANCE**

The installers shall perform all installations in accordance with manufacturer's procedures, National Electrical Code (NEC), National Fire Protection Association (NFPA), Montgomery County Building Code requirements and MCPS specifications herein. The successful Contractor shall have been in business and regularly engaged in the installation of and associated equipment similar to that specified herein for a **minimum of five years**. Contractor shall submit a letter stating years' in business. Failure to provide letter of experience may disqualify bid submission. All trade work shall be performed by appropriately licensed trade persons. A copy of these licenses must be submitted to MCPS prior to performing any work.

**G. INTENT****1. Fabrication and Installations and/or Inspections**

The contractor(s) shall provide proposals to provide all required labor and materials for the fabrication installation of digital signs to be installed at various MCPS locations. The proposal shall include all associated labor and materials to complete the project. 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 laws, regulations and standards will further be considered a part of these specifications and conditions. The Contractor shall furnish and install any additional items required by the same, whether or not particularly shown or specified.

**H. GENERAL REQUIREMENTS****1. Specification Explanation**

- a. The Contractor shall coordinate and organize the entire work specified in all sections of the specifications so that duplications or omissions are eliminated.
- b. Wherever the term "provide" is used, it shall mean, "furnish and install in place, complete in all details".
- c. Where any device or part of equipment is herein referred to in the singular number (such as "the unit") such reference shall be deemed to apply to as many such devices as are required to complete the installation.

**2. Execution of Work**

- a. The Contractor shall examine the premises and observe the conditions under which the work will be done or other circumstances, which will affect the contemplated work. The Contractor shall carefully check in the field the existing conditions on site, within the conditions of the site that will be used to accomplish the work. No allowance will be made subsequently in this connection for any error or negligence on the Contractor's part.
- b. Work involving entering, connecting to, or interrupting services for, or in any way



interfering with the normal activities taking place in the existing building or on facility grounds shall be coordinated with the MCPS Project Coordinator.

- c. At least 48 hours advance notice shall be given to MCPS before performing such work, unless directed otherwise by the MCPS Project Coordinator.
- d. The Contractor is advised that all work involving disrupting the use of utilities shall not be carried out until authorization has been received from the building staff and the MCPS Project Coordinator.

### 3. Codes/Rules

All material furnished and all work installed shall comply with the rules and recommendations of local authorities, with the National Fire Protection Association (NFPA), with all requirements of local utility companies and with the recommendations of the fire insurance rating organization having jurisdiction. Where the following standards, codes or specifications are referred to, the reference is to the particular standard, code or specifications, together with all amendments and errata applicable at the time the bids are taken.

All hot work shall be performed using FM global permits, when needed, and meeting FM global hot work requirements.

ANSI	American National Standards Institute
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWWA	American Water Works Association
ICC	International Code Council (Building Code)
EPA	Environmental Protection Agency Federal Government Specifications
IEEE	Institute of Electrical and Electronic Engineers
MOSHA	Maryland Occupational, Safety and Health Act
NADCA	National Air Duct Cleaners Association
NEBB	National Environmental Balancing Bureau
NEC	National Electric Code
NESC	National Electric Safety Code
NEMA	National Electrical Manufacturers' Association
NFPA	National Fire Protection Association
NSF	National Sanitary Foundation
OSHA	Occupational Safety & Health Act
UL	Underwriters' Laboratories, Inc.
SMACNA	Sheet Metal & Air Conditioning Contractors National Associations, Inc.
WSSC	Washington Suburban Sanitary Commission

### 4. Cooperation with Other Trades

- a. The Contractor shall give full cooperation to the other trades as needed and shall furnish any information necessary to permit the work of all trades to be installed satisfactorily and with the least possible interference or delay.

- b. Where the work will be installed in close proximity to work of other trades, or where there is evidence that the work of the Contractor will interfere with work of their trades, the Contractor shall assist in working out space conditions to make satisfactory adjustment. If the Contractor installs the work before coordinating with other trades or so as to cause interference with their work, the Contractor shall make necessary changes in this work to correct the conditions

5. 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 furnish the services of skilled workmen, carpenters, welders, electricians, fitters, finishers, helpers and labor required to unload, transfer, erect, connect up, adjust, start, operate and test each equipment item as needed.
- c. Unless otherwise specifically indicated on specifications, all equipment and materials shall be applied with the approval of the MCPS Project Coordinator in accordance with the recommendations of the manufacturer. This includes the performance of such tests as the manufacturer recommends.

I. SCOPE OF SERVICES

1. The Contractor is expected to be available for emergency services 24 hours a day. And every day in response to all calls. In the event of non-responsiveness to a service call, the MCPS Project Coordinator will contact other successfully awarded Contractors, if multiple Contractors are awarded this contract, until an adequate response is received. Repeated and documented lack of responsiveness from a contractor will be considered a performance issue and may result in eventual termination of this contract for cause.
2. The Contractor will be required to initiate a call back to the appropriate MCPS Project Coordinator within 30 minutes from receipt of a call or voice mail message.
3. The Contractor must be able to respond to service and repair requests within four (4) hours for emergencies and within 24 hours for non-emergencies, after receiving a call from the MCPS Project Coordinator. An emergency is when the repair poses an immediate detrimental impact and/or as identified at the discretion of the MCPS Project Coordinator.
4. The Contractor is authorized to complete services/repairs up to a total cost of \$1,000 or an amount specified by the MCPS Project Coordinator when the repair/service was requested. Total service/repair costs over the pre-approved amount will require authorization from the MCPS Project Coordinator and may require a written proposal and authorization in order to proceed further. If at any time, the services/repairs exceed the pre-approved amount, the Contractor is responsible for contacting the MCPS Project Coordinator for approval to proceed.
  - a. For emergency repairs, the appropriate MCPS Project Coordinator will be contacted immediately for verbal approval before proceeding.

- b. For non-emergency repairs over \$1,000 total unless specified otherwise by the MCPS Project Coordinator, a detailed written estimate/proposal will be submitted to the appropriate MCPS Project Coordinator for approval before proceeding. Proposals must be submitted in accordance with the QUOTATIONS/PROPOSALS section above.
5. **Proposals will not be accepted without start and completion dates being identified. Dates can be listed as specific calendar dates or “x” number of days within approval.** Project proposal shall be submitted to the MCPS Project Coordinator no later than 48 hours after site inspection. No work shall take place without prior approval from the MCPS Project Coordinator. The Contractor shall request any additional documents required from MCPS to allow the materials to be ordered in time for the completion date to be satisfied. All work is to be totally completed on or before the stated completion date identified and accepted on each proposal.
6. Contractor is required to update the MCPS Project Coordinator once repairs or complete or before leaving the job site.
7. If a return visit is required to complete repairs, the Contractor will schedule and coordinate any additional visits through the MCPS Project Coordinator.
8. All work shall be scheduled to the mutual satisfaction of the School Administration and the MCPS Project Coordinator to avoid conflicts with administrative and school activities.
9. The Contractor shall take into consideration that school activities will be taking place while work for this contract is being performed. No work performed by the Contractor shall disrupt these activities. Any traffic blockages, utility outages, etc., which may be required in the execution of the Contractor’s work shall be scheduled with the MCPS Project Coordinator and will require the Contractor to perform such work at premium labor times. The Contractor shall anticipate these occurrences in their bids, and no changes in contract amount or completion date will be made for such occurrences.
10. 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 installation is in progress to determine if received inventory is adequate. The Contractor shall notify the MCPS Project Coordinator, **in writing**, immediately upon experiencing material shortages or errors that will affect or place at risk their ability to satisfy the completion date.
11. Restrictions: Roadways shall not be blocked during regular school hours. MCPS will designate staging areas in the vicinity of the work areas as required.

**The commodities listed are specified to meet our minimum requirements.**

**Alternate Communication:** Verizon 4G. Lifetime Data Plan Included. All

**The only MCPS approved manufacturers at this time are Daktronics and Watchfire**

**Elementary Schools**

**Pitch:** 15.85mm full color

**Model:** GS6 Galaxy

**Cabinet Dimensions:** 2'-7"H X 5'-6"W

**Active Area:** 2'-1" X 5'-3"W (10.94 Square Feet)

**Matrix:** 40 X 100

**Software:** Venus Control Suite (Cloud Based)

**Communication:** Fiber Optic

**Warranty:** 1- year labor / 5-year parts

**Training:** Webinar

External Temp Sensor included

**Middle School Specs**

**Pitch:** 15.85mm full color

**Model:** GS6 Galaxy

**Cabinet Dimensions:** 2'-7"H X 6'-9"W

**Active Area:** 2'-1"H X 6'-6"W (13.54 Square foot)

**Matrix:** 40 X 125

**Software:** Venus Control Suite

**Communication:** Fiber Optics

**Warranty:** 1 year labor / 5 year parts

**Training:** Webinar

External Temp Sensor included

**High School Specs**

**Pitch:** 15.85mm full color

**Model:** GS6 Galaxy

**Cabinet Dimensions:** 3'-8"H X 8'-1"W

**Active Area:** 3'-2"H X 7'-10"W (24.8 square feet)

**Matrix:** 50 X 150

**Software:** Venus Control Suite

**Communication:** Fiber Optic

**Warranty:** 1- year labor / 5-year parts

**Training:** Webinar

External Temp Sensor included

**Elementary School Specs****Pitch:** 16mm**Model:** W- Series**Cabinet Dimensions:** 2' 5" x 6' 3"**Active Area:** 2' x 6' (12 Square Feet)**Matrix:** 36 x 108

Full Color RGB, Double Sided Watchfire LED Display

**Communication:** Fiber Optics**Software:** Choice of OPX Cloud Based or Ignite OP local (Note: OP local requires PC. Does not run on a Macintosh)**Training:** Webinar**Warranty:** 5yr. Parts / 1yr. Labor Warranty**Power:** 120V 8 amps Single Phase Service (Constant Hot Line)

External Temp Sensor Included

**Middle School Specs****Pitch:** 16mm**Model:** W- Series**Cabinet Dimensions:** 2' 5" x 7' 3"**Active Area:** 2' x 7' (14 Square Feet)**Matrix:** 36 x 126

Full Color RGB, Double Sided Watchfire LED Display

**Communication:** Fiber Optics**Software:** Choice of OPX Cloud Based or Ignite OP local (Note: OP local requires PC. Does not run on a Macintosh)**Training:** Webinar**Warranty:** 5yr. Parts / 1yr. Labor Warranty**Power:** 120V 8 amps Single Phase Service (Constant Hot Line)

External Temp Sensor Included

**High School Specs****Pitch:** 16mm**Model:** W- Series**Cabinet Dimensions:** 3' 5" x 8' 3"**Active Area:** 3' x 8' (24 Square Feet)**Matrix:** 54 x 144

Full Color RGB, Double Sided Watchfire LED Display

**Communication:** Fiber Optics**Software:** Choice of OPX Cloud Based or Ignite OP local (Note: OP local requires PC. Does not run on a Macintosh)**Training:** Webinar**Warranty:** 5yr. Parts / 1yr. Labor Warranty**Power:** 120V 14 amps Single Phase Service (Constant Hot Line)

External Temp Sensor Included