

**Office of Finance  
Division of Procurement  
MONTGOMERY COUNTY PUBLIC SCHOOLS  
45 West Gude Drive, Suite 3100  
Rockville, Maryland**

**INVITATION FOR BID # 9620.6  
REPLACEMENT OF ACOUSTICAL SUSPENDED CEILING SYSTEMS  
AND RELATED LIGHTING AT VARIOUS LOCATIONS**

**GENERAL CONDITIONS AND SPECIFICATIONS**

**I. GENERAL CONDITIONS**

**A. SCOPE**

The work includes removing, furnishing, delivering, and installing replacement acoustical suspended ceiling systems, light fixtures, and exit lights, including all related accessories, as required to complete the projects in all details and in compliance with specifications herein and manufacturer's installation instructions. The successful contractor(s) shall be required to visit various locations throughout Montgomery County Public Schools (MCPS) as requested to take measurements and develop proposals based on scope of work provided for individual projects.

**B. INTENT**

1. It is the intent of this bid to pre-qualify contractor(s) who will submit proposals for individual projects. Contractor shall replace existing Acoustical Suspended Ceiling Systems and Lights in various facilities based on specifications herein and scope of work requested by MCPS. Proposals shall be all-inclusive, the cost shall fully cover all requirements of the project including, but not limited to design calculation and layout, delivery of materials, equipment, disposal, labor etc., as specified herein. The awarded unit prices will be used for award and change orders for unforeseen changes during projects. **Successful Contractor(s) will be required to submit the Asbestos Free Verification Form as applicable and required herein. See General Conditions, Section K and Asbestos Information (APPENDIX G.)**
  
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 be further 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 specified. Any items or requirements noted herein in excess of these specifications and permitted shall take preference. Any items or requirements noted herein in excess of code requirements and permitted under the code will take precedence.

3. **Utility Rebates Application:**

Contractors shall complete the Utility rebate application for each project. All rebates **will** be sent to MCPS from the Utility company account information. MCPS will provide utility account information to contractor during the application process. Contractor shall include the contractor administrative cost for application and utility company design requirement in proposal. Contractors are encouraged to become utility company-certified for rebates. All necessary forms are to be filled out and sent to the MCPS Division of Sustainability and Compliance, Energy Program Manager.

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 bidders submitting the most favorable unit prices with consideration being given to any previous performance for the Board of Education as to quality of service and acceptable merchandise, and with regard to the bidder's ability to perform should it be awarded the contract. However, the Board of Education reserves the right to make awards according to the best interest of MCPS. **Awards are contingent upon availability of funds.**

In addition, the Board reserves the right to remove or add additional items to the specifications as our requirements change, as well as add suppliers/vendors throughout the contract term should a need arise that cannot be provided by any of the pre-qualified contractor(s)

2. Wherever the term "provide" is used, it shall mean "furnish and install in place, complete in all detail".

D. **SITE INSPECTION**

The successful contractor shall inspect the work sites, using appropriate calculations to develop proposals for individual projects. If requested by the MCPS Project Coordinator, a drawing of the project shall be submitted 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 a 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. 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 successful contractor of the obligation to furnish all materials and labor necessary to fully carry out the provisions of the contract at the price submitted with no change orders.**

**E. SCHEDULE**

1. **Completion dates shall be identified on each contractor's proposal.** A purchase order issued and signed by the Director of the Division of Procurement will be the contractor's authorization to proceed with an approved proposal. Scheduling of work must receive prior approval of the MCPS Coordinator. All work is to be totally completed on or before the stated completion date identified and accepted on each proposal. This includes, but is not limited to, final inspections by MCPS staff, all cleaning task, punch-out work, etc. 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 take into consideration that school activities will be taking place (summer school, special activities, etc.) while work for the contract is being performed. Therefore, no work performed by the contractor shall disrupt normal school functions. 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. The contractor shall anticipate these occurrences in their bids, and no changes in contract amount or completion date will be made for such occurrences.
4. 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.

**F. CONTRACT TERM**

The term of contract shall be for one year as stipulated on the Invitation For Bid. However, the contract may not begin until one day after approval by the Board of Education and will conclude as stated under the contract term. MCPS reserves the right to extend this contract at existing prices, terms and conditions for up to four additional one-year terms. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful contractor(s) 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 the response is evaluated, MCPS staff may make a recommendation to the Board of Education to extend the contract or decide to rebid. If the contract is extended by the Board of Education a contract amendment will be issued.

**G. QUANTITIES**

MCPS shall not be obligated to purchase any specific quantity. Annual estimated quantities identified on the Quotation Form are subject to change up or down and purchases are dependent upon current 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 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 bid 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 bidder'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. The specifications require that all workmanship and materials shall be guaranteed for two years. Final payment will be made once the installation is complete and accepted by MCPS for each proposal. The warranty shall begin once the MCPS Project Coordinator has approved the contractor's final invoice for payment.

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. Upon completion of the projects, the point of contact may change between MCPS and the contractor when identifying and resolving any warranty claims during the warrant period.

## K. 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 <https://www.nist.gov/nvlap>

The Contractor shall provide required laboratory analysis report(s) and a completed “Asbestos Free Material Verification Form” herein (see **APPENDIX E**) **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 the Environmental Team Leader at 240-740-2324.

**L. 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 and tested for future projects by MCPS if materials are submitted at no cost to MCPS. Forward samples/information to Montgomery County Public Schools, Division of Design and Construction, 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 60 workday, evaluation process is not intended for small system components where the term “or MCPS equal” is used herein. These items of a lesser dollar value such as electrical/plumbing components, switches, adhesions sealers etc. can quickly be evaluated by MCPS to determine if they are equal to the proto-types identified. Upon MCPS evaluation of the offered equal to item, it is determined that it is not equal to the proto-type, the successful bidder shall be required to provide the MCPS identified proto-type product.
3. 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.

**M. DESCRIPTIVE LITERATURE**

The apparent low bidder(s) may be required to furnish, **within two working days** of bid opening, sufficient detailed information regarding makes, models, design, etc., of the item(s) offered. The apparent low bidder(s) is required to furnish the 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 phone number.
2. Bid number.

N. **MATERIAL SAMPLES**

The successful bidder shall supply, within five business days, all samples as requested by MCPS of products offered for verification and/or evaluation. These samples must be of sufficient size and amount as requested and must be properly identified with labels with manufacturer instructions. Samples must be identical to those that will be used on MCPS projects. The MCPS Project Coordinator shall be notified of any design changes prior to delivery and the Contractor shall supply sufficient information to allow evaluation.

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 the 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**

## 1. Bid Documents

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

## 2. Quotation Form

a. Quotations are to be entered on the Quotation Form supplied under **APPENDIX I. Faxed quotations are not acceptable. SEALED BID ONLY**

b. **Bidder must submit a separate price for each item listed on the Quotation Form. Submission of one price for all the items without indicating a price per item shall be considered non-responsive and will invalidate the bid.**

## 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 Division of Procurement by fax 301-297-3173 or email [Stephanie J Dorah@mcpsmd.org](mailto:Stephanie.J.Dorah@mcpsmd.org) and [procurement@mcpsmd.org](mailto:procurement@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. Minority Business Enterprise in Public Schools

The goal has been set at 5% MBE participation. Pages D1 through D10 of Attachment D, of the MBE procedure (**APPENDIX A**), reflecting minimum 5% MBE participation shall be submitted with your bid. (*See Section II Contract Administration* for additional MBE information). ***Failure to supply as specified will disqualify your bid response.***

5. State of Maryland REQUIRED License (**TO BE SUBMITTED WITH BID**)
  - a. General Requirements: The Contractor shall possess a current “**State of Maryland Construction Business License. This is 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 license.**”  
  
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. Bidder shall submit State of Maryland License Electrical Contractor and Electrical Contractor Business license with bid submission. This is required for Electrical and Fire Alarm work associated with each project. ***Failure to provide the required documentation will disqualify your bid response.***
6. Statement of Experience
  - a. The contractor shall provide a statement of experience with bid proposal. The contractor shall have been in business and be regularly engaged in the installation of Acoustical Suspended ceilings and lights as specified herein, a minimum of five years. Failure to provide the required documentation will disqualify bid proposal.
7. **Contractor’s Obligation Regarding Criminal Records of Individuals Assigned to Work in MCPS Facilities**

All MCPS Contracts are mandated to 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 sub-contractors 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 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 <http://emma.maryland.gov/> regardless of the award outcome for this procurement as it is a valuable resource for upcoming bid notifications for municipalities throughout Maryland.

**R. BID SECURITY**

**1. SURETY STATEMENT**

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

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

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

**S. INQUIRIES**

Inquiries regarding this solicitation must be submitted **in writing**, to Laly Bowers, Buyer II, Montgomery County Public Schools, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850, fax number 301-279-3173 or email to [Stephanie J Dorah@mcpsmd.org](mailto:Stephanie.J.Dorah@mcpsmd.org) and [Procurement@mcpsmd.org](mailto:Procurement@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 Board of Education will not be responsible for any oral or telephone explanations or interpretations. **Bidder's contact with any other MCPS employee regarding this solicitation until the contract is awarded by the 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 website address is <http://www.montgomeryschoolsmd.org/departments/procurement/vendors.aspx> for the MCPS Division of 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 Project Coordinator **in writing by email** to resolve and receive clarification with copies to [Stephanie J Dorah@mcpsmd.org](mailto:Stephanie.J.Dorah@mcpsmd.org) Buyer II, and the MCPS Capital Improvement Contracting Supervisor.

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 will 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 &amp; Address</u> | <u>Phone Number</u> | <u>Contact Person</u> | <u>Contract Number</u> |
|-----------------------------------|---------------------|-----------------------|------------------------|
| 1. _____<br>_____                 |                     |                       |                        |
| <b>Email</b> _____                |                     |                       |                        |
| 2. _____<br>_____                 |                     |                       |                        |
| <b>Email</b> _____                |                     |                       |                        |
| 3. _____<br>_____                 |                     |                       |                        |
| <b>Email</b> _____                |                     |                       |                        |

U. AWARD CRITERIA

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

V. SPECIAL CONDITIONS

1. Audit Provisions – MCPS shall have the right to examine the successful vendor 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 the final decision of a dispute hereunder, the Contractor shall proceed diligently with the contract performance.

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

1. MCPS 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 the 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 Division of Design and Construction.
3. Issues raised during this meeting which cannot be resolved to MCPS satisfaction, will be cause to reject the apparent low bid and to consider the next lowest bidder as the successful bidder.

**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. The successful bidder(s) shall deliver to MCPS Performance and Payment Bonds within **five working days after receiving notification of award for individual projects with a contract value of \$100,000.00 or more. This cost shall be included in the proposal.**
3. The cost of the bond(s) shall be included in all proposal exceeding \$100,000.00. **Note: Failure to supply the contract securities as specified will be considered a contract violation and shall be grounds of contract cancellation.**

**C. POST BID 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, master licenses for trades appropriate for work to be performed, and/or company financial statements, etc., as required to allow MCPS time for contractor evaluation. **Failure to supply a copy as specified will disqualify your bid proposal.**

## 2. Sub-Contractors

- a. The successful bidder shall supply a complete list of all sub-contractors for evaluation by MCPS prior to performing work. 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 bidder/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 workdays.**
- c. MCPS acceptance of sub-contractors in no way relieves the bidder/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 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 bidders review the new state revised MBE Procedures carefully to ensure compliance”**. There is a 5% 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 (Appendix A; Attachment D) 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, February 8, 2021, included with this bid solicitation package under **APPENDIX A.**

- d. MBE pages D1 through D10 of Attachment D, the MBE Procedure 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 will 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 at 240-740-7700, regarding any other MBE procedure questions. Current listing of the MBE certified Contractors can be obtained [http://mbe.mdot.state.md.us/directory/search\\_select.asp](http://mbe.mdot.state.md.us/directory/search_select.asp).

#### 4. **Submit Evidence of Insurance**

##### a. Insurance

See Article XXI of the General Stipulations and Instructions to Bidders. The successful bidder shall submit an actual certificate of insurance made in favor of MCPS within five workdays after an award of contract.

##### 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 are required.
- (2) The Division of Procurement, Montgomery County of Board of Education shall be the insurance certificate holder.

#### 5. **Invoicing**

- a. Bidder shall submit invoices to the MCPS Project Coordinator in Division of Design and Construction. Preferred method is electronically via email or regular mail to Montgomery County Public Schools, **45 West Gude Drive, Suite 4300, Rockville, Maryland 20850** for payment approval. **All invoices shall be similar to AIA Documents G702 & G703 and identify pertinent information such as purchase order number and Facility/building name where work was performed. Invoices should also contain total project amount, any changes orders, previous invoice amounts, current balance due, and remaining balance after payment.** The MCPS Project Coordinator shall approve and submit invoices for payments in a



timely fashion, and shall specify final or partial.

- b. On state funded projects a completed State of Maryland, CERTIFIED MINORITY BUSINESS ENTERPRISE PARTICIPATION STANDARD MONTHLY CONTRACTOR'S REQUISITION FOR PAYMENT IAC/PSCP 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, when project cost is \$100,000 and over.** 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 Maryland Correctional Enterprises (MCE) Sign Platt #11, C/O Patuxent Institution, Attention Christian Mayne, Plant Manager, 7555 Waterloo Road, Jessup, Maryland, 20794, phone 410-799-5102 or email [christiane.mayne@maryland.gov](mailto:christiane.mayne@maryland.gov), website <https://iac.mdschoolconstruction.org/>

The current price 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. STATE MBE - LIQUIDATED DAMAGES PROVISION**

- a. This contract requires the Contractor to make good faith efforts to comply with the State Minority Business Enterprise (“MBE”) Program and contract provisions. The MCPS and the Contractor acknowledge and agree that the MCPS will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not make good faith efforts to comply with the requirements of the MBE Program and MBE contract provisions. The parties further acknowledge and agree that the damages the MCPS might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.
- b. Upon a determination by the MCPS that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or contract provisions, the Contractor agrees to pay liquidated damages to the MCPS at the rates set forth below. The Contractor expressly agrees that the MCPS may withhold payment on any invoices as a set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the MCPS is anticipated to incur as a result of such violation.
  1. Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$100 per day until the monthly report is submitted as required.
  2. Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): \$500.00 per week per MBE subcontractor.
  3. Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the contract.

4. Failure to meet the Contractor's total MBE participation goal and sub-goal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.

**F. 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 a single purchase that are composed of at least of 10,000 pounds of steel products. More detailed information can be found at: <https://dgs.maryland.gov/Documents/ofp/GeneralConditionsforConstruction2018.pdf> it is the bidder's responsibility to be in compliance as required if purchasing steel in excess of 10,000 pounds.

**G. 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.

**H. 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. Contractors shall protect all existing floors, including floor where material is stored or being transported with **Ram Board 60 mill** (nominal) or MCPS approved equal.
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. Contractors are required to have all **employees complete the fingerprinting and background check, so they can receive an MCPS Contractor badge.** MCPS contractor's badges shall be worn while on premises. **Contractor's employees/workers without an MCPS contractor badge may be denied entry; however, if entry is granted** contractors will be required to check in daily at the

facility's main office to obtain a visitor badge. These badges must be returned to MCPS daily. All contractor employees must wear a badge while on site.

- b. Shall not use any form of tobacco products, liquor, and/or illegal drugs in MCPS buildings and 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 throughout the stated period allowed for this work. The contractor shall take all required safety precautions during the installations. **Contractors shall secure all openings, at the end of the work day, during projects.**
  8. Work areas shall be kept safe at all times; the area shall be left clean and ready for use at the end of each work day. The contractor must sweep floors and remove all debris generated from the premises daily, adhering to **Montgomery County Executive Regulation No. 1-15AM-Residential and Commercial Recycling, COMCOR 48.00.03 Solid Waste and Recycling**. The contractor shall track all recyclable materials such as metal, cardboard, commingle, yard waste, concrete, asphalt and others. The contractor shall provide a monthly report to MCPS recycling manager, Mr. John Meyer via email [John\\_MeyerIII@mcpsmd.org](mailto:John_MeyerIII@mcpsmd.org) that includes weight, dates and the facility to which each of the material was taken to be recycled.
  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. 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 re-sodded; damaged shrubs and trees shall be replaced.
  11. **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 F** 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 complete 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 as they deem necessary, with an explanation of justification. 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 &amp; 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, 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, cost 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.
- 4. Change Orders – If there is a need for change orders, the MCPS authorized representative shall submit all documentation to the Director of the Division of Procurement or his/her designee for review and approval. Once approved a purchase order or a revision to the existing purchase order will be issued.

**I. LATE CHARGES FOR FAILURE TO COMPLETE ON TIME**

- 1. MCPS shall retain \$250.00 per each calendar day of delay beyond the completion date stipulated on each accepted proposal, for the first five days. MCPS shall retain \$500.00 for each calendar day thereafter. The late charges shall be assessed by MCPS as a result of the late completion. This shall apply if the contractor fails to meet any specified target date as identified 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 take late charges. These charges will be deducted and retained out of any monies due to the contractor under this contract for the sum stated in the above paragraph for each calendar day required to complete the work beyond the agreed upon and documented completion date. This includes Saturdays, Sundays, and legal Holidays.
3. If necessary to reach a proper stopping place in any portion of work or to complete work within contract time limit, 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 CIP Contracts Office Supervisor 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 CIP Contracting 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 recorded. **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 \$45.00 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 Capital Improvement (CIP) Contracting Office Supervisor will represent MCPS in the execution of this contract. No changes in contract conditions or specifications will be made without the CIP Contracting Office Supervisor's approval and authorization by the Director of the Division of Procurement or his/her designee.
2. After award MCPS Project Coordinator will be assigned to handle the day-to-day operation and installation coordination. Scheduling work onsite after an award of contract must be made through the MCPS Project Coordinator.
3. The MCPS Project Coordinators are 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 Contracts Office Supervisor; and a copy to the Division of Procurement;
  - g. Prepare required reports;
  - h. Approve or reject invoices for payment and submitted construction schedules;
  - i. Recommend contract modifications or terminations to the MCPS Contracts Office Supervisor, copy to the Division of Procurement or his/her designee;
  - j. Issue notices to the Contractor to proceed with change orders to the project after receiving an approved revised purchase order issued by the Director, Division of Procurement or his/her designee (see Section H, 4 – Change Orders).
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 bidder shall have been in business and be regularly engaged in performing similar projects to that which is specified herein a minimum of five years. Work performed under this contract shall be performed with bona fide, full-time employees of the successful contractor. Appropriately licensed trade persons shall perform all trade work. Bidder must provide a letter

of information showing a minimum of five years in business and experience in this line of work to be included in their bid submission.

**M. PROJECT CLOSE-OUT**

1. Initial Installation Punch-out
  - a. The contractor shall notify MCPS Project Coordinator **in writing** that the work is ready for punch-out inspection. Punch-out shall occur sufficiently in advance of the **installation completion date as specified on each proposal**, to afford the contractor time to rectify punch list corrections. Before calling for a punch-out, all 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 shall notify the MCPS Project Coordinator, **in writing**, for a final inspection once all related punch list items have been completed. All punch-out and final inspections shall be performed well in advance of the completion date to allow for corrections. **Late fees shall accrue until all punch list items are 100% complete.**
3. The contractor is entitled to one punch-out inspection and one final inspection for each proposal under the terms of contract with MCPS. 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.
4. The contractor shall provide written warranty statements indicating the start and end of warranty dates to be signed by both the contractor and the 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.



**III. DETAILED SPECIFICATIONS****A. INTENT**

1. It is the intention of these specifications is to obtain proposals for individual projects to fully cover all required materials and labor to remove and/or replace acoustical ceiling tile and/or grid systems, light fixtures and exit lights and associated accessories in their entirety at various locations as requested by MCPS. The ceiling and lighting systems are to be complete and installed as specified herein and in accordance with manufacturer's instructions and building code requirements. The contractor is to furnish and design ceilings incorporated into the same space as the existing system on replacement project and/or install new ceiling systems as identified by MCPS Project Coordinator. Contractors shall calculate the required amount of lighting fixtures by using the foot candle requirement for each room/space listed in **APPENDIX I**. The detailed specification section is intended to represent MCPS minimum specifications.
2. The prices offered for ceiling system replacements or new ceiling system installation shall include bulkheads fixtures as required and included in the all-inclusive prices offered.

**B. APPROVED MANUFACTURERS**

Bidders may select from any of the ceiling and lighting systems/manufacturers approved by MCPS that are listed below. These brands will be the "only" brands accepted at this time.

1. Ceiling Grid systems shall be **USG/Donn or Armstrong**. Part numbers listed below are **USG/Donn** numbers. If offering **Armstrong**, parts offered must be equal to the **USG/Donn** numbers identified. **(Manufacturer and part numbers offered shall be listed on the Quotation Form APPENDIX I) failure to provide this information will disqualify your bid.**
  - a. Two-foot cross tees, fire rated **Donn #DXL 216**
  - b. Four-foot cross tees, fire rated **Donn #DXL 424**
  - c. Main beam twelve feet fire rated **Donn #DXL24**
  - d. Hanger wire – not less than 12-gauge galvanized carbon steel wire
  - e. Wall angle twelve feet fire rated **Donn #M7**
  - f. Provide manufacturer's standard white factory applied finish for type of system indicated.
2. Approved standard ceiling tiles shall be one of the following manufacturers identified below.

- a. **USG Interiors, Inc.; Eclipse ClimaPlus Item No. 78575**
  - b. **CertainTeed; Cashmere High NRC CM-497 NRCP**
  - c. **Armstrong World Industries, Inc.; Cirrus 533**
3. Approved moisture-resistant grid system shall be:
- Armstrong, Prelude Plus XL Fire Guard 8200 Series or MCPS approved equal.**
4. Approved moisture-resistant ceiling tile shall be one of the following manufacturers:
- a. **Armstrong Model #1716; 1721/870 Clean Room Mylar/Clean Room VL**
  - b. **CertainTeed Vinyl Shield C- White CRF 1170- CRF-1**
  - c. **USG Clean Room ClimaPlus Class 100 56091**

### C. LED LIGHT FIXTURES

The bidder shall supply models of equal grade in 120V or 277V as may be required per project. These will be the “only” fixtures to be supplied and installed. The lighting fixtures shall be recessed T-Grid LED Troffer light Fixtures.

**Lithonia Lighting CPX LED Flat Panel (2' x 2', 2x4) 3500 Lumens or MCPS approved equal, low profile with extruded aluminum frame, satin white lens, and back plate with integral wire hanger holes for independent wire suspension.**

### D. TUNABLE LED LIGHT FIXTURES

The bidder shall supply models of equal grade in 120V or 277V as may be required per project. These will be the “only” fixtures to be supplied and installed. The lighting fixtures shall be recessed T-Grid LED Troffer light Fixtures.

1. **Lithonia Lighting CPXTW LED Panel (1x4, 2x2, and 2x4) or MCPS approved equal, low profile with extruded aluminum frame, satin white lens, and back plate with integral wire hanger holes for independent wire suspension.**
2. Tunable white nTune digital controller with color temperature adjustment. Productivity range of 3000k to 5000k and Rhythm range of 2700k to 6500k.
3. Integrated Sensor (nLight wired networking)
4. CM Series Ceiling Mounted Occupancy Sensor with large motion 360 degree coverage pattern.
5. PP20 Power/Relay pack.
6. Series nPDOM wall pod with four buttons (On/Off/Raise/Lower).
7. nPS nLight Power Supply (120/277VAC, Standard Temp/Humidity).

8. Nominal 000 Lumens

**E. Strip Lights**

Strip light fixtures shall be **Columbia Lighting MPS4-35XW-CW-EDU** or MCPS approved equal.

**F. EXIT LIGHT FIXTURES**

All exit signs shall meet the **Energy Star Program** requirements to operate on 5 watt or less input power and comply with UL 924 and shall meet the following:

1. Sign colors and lettering size shall comply with authorities having jurisdiction.
2. Lamps shall be light-emitting diodes with 70,000 hours minimum rated lamp life.
3. Approved Manufacturers:

Lithonia Lighting EXRG EL M6 or MCPS approved equal

**G. REMOVAL**

1. The contractor shall perform all removal and disposal of existing materials and equipment as required. MCPS reserves the right to retain any and all material and 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. All materials disposed of by the contractor must be disposed of in strict compliance with applicable codes, regulations, and/or laws of the various authorities having jurisdiction.
2. The contractor shall take all required action to protect all areas and property nearby at all times during the project. As required by MCPS, the contractor shall remove all furnishings and cover with plastic and other protective materials, all computers, furniture, etc., to ensure against dust, scratches, and gouges. **All floors in work areas shall be fully (wall to wall) covered with ram board or MCPS approved equivalent. The contractor will be responsible for all damages created during the execution of the work.**
3. Contractor shall maintain a safe work environment at all time. All lights, wires, alarms, diffusers, speakers, etc., will be securely hung above existing ceiling height during removal of ceiling tile and grid system. The contractor shall be responsible to provide and/or maintain safe lighting in work area. All loose hanging items, including all cables, wires, etc., shall be secured, so work areas will be safe for all contractor and MCPS personnel.

4. The contractor shall provide their own lifts, ladders, waste containers, barrels, carts, and trash cans etc. for removing or supplying materials to the job site. The cost of all equipment shall be included in proposal and line item unit prices. **AT NO TIME WILL THE CONTRACTOR USE MCPS SUPPLIES OR EQUIPMENT.**

**H. AIR QUALITY CONTROL DURING RENOVATION PROJECTS IN OCCUPIED BUILDINGS**

**1. Air Quality Requirements: The contractor shall:**

- a. Isolate work areas from occupied areas using critical barriers, air pressure control and high-efficiency particulate air (HEPA) filtration.
- b. Maintain an adequate unoccupied buffer zone around renovation areas. This may require temporarily relocating building occupants in the immediate vicinity of renovation areas.
- c. Increase housekeeping activities in adjacent occupied areas during renovation activities that create dust.

**2. Work Practice Measures for Air Quality Assurance: The contractor shall:**

- a. Employ local exhaust when dust, hazardous vapors, fumes, or gases are generated. If local exhaust is not feasible, portable air cleaning devices (such as the use of HEPA filtration) may be used.
- b. Minimize dust generation by using wet methods for cutting or sanding.

**3. Specific Control Measures for HVAC Protection: The contractor shall:**

- a. Isolate portions of the HVAC system that may become contaminated from renovation.
- b. Seal return air grilles in renovation areas.

**4. Specific Housekeeping Measures for Air Quality Assurance**

- a. The contractor shall identify the route(s) for removing construction debris from the building.
- b. The contractor shall identify traffic routes for renovation workers within the building, using pathways away from occupied spaces if possible.
- c. The contractor shall eliminate demolition/renovation debris by bagging on site and/or the use of covered wheelbarrows or carts to transport debris to containers outside of the building.

- d. The contractors shall keep all areas clean including construction exits/route to minimize dirt and debris from entering occupied spaces in the building. All areas are to be swept and cleared of debris at the end of each day.
- e. The contractors shall contain and clean occupied areas adjacent to the renovation site (such as hallways) if construction debris or soil has caused an area to be notably dirtier than other similarly occupied areas.
- f. The contractor shall place walk-off mats at all entrances and exits from the renovation area. Especially in tile to carpeted areas. These mats must be regularly cleaned or replaced to minimize migration of dust from the project site.

#### **I. CEILING SYSTEM AND LIGHT FIXTURE INSTALLATION INSTRUCTIONS**

##### **1. Preparation**

Measure each ceiling area and establish layout of new acoustical units to balance border widths at opposite edges of each ceiling. Avoid use of less than half width units at borders and comply with reflected ceiling plans wherever possible. The Contractor will also design the layout of the new lights to achieve the correct foot-candle levels for the rooms being installed.

##### **2. Installation General**

Install materials in accordance with manufacturer's printed instructions, and to comply with all governing regulations and codes i.e., fire resistance rating and **Ceiling and Interior Systems Construction Association (CISCA)** standards applicable to work and MCPS specifications herein.

- a. Install ceiling tiles with pattern running in the same direction.
- b. Install suspension systems to comply with **ASTM C 636**, with hangers supported only from building structural members. Locate hangers not less than (6") six inches and not more than 12" from each end and spaced four feet (4') along each carrying channel or direct hung runner, unless otherwise approved by the MCPS Project Coordinator, leveling to tolerance of 1/8" in 12'0".
- c. Secure wire hangers by looping and wire-tying, either directly to structures or to inserts, eye-screws, or other devices which are secure and appropriate for substrate, and which will not deteriorate or fail with age or elevated temperatures.
- d. Any existing systems such as, but not limited to, HVAC diffusers, speakers, smoke detectors, sprinkler systems, security or motion systems must be reinstalled in the new ceilings. The contractor shall clean all HVAC diffusers and P.A. speakers and spray paint them white unless otherwise directed by the MCPS Project Coordinator. The contractor shall use DTM gloss white paint to paint the diffusers and PA speakers covers.

Public Address, Fire Alarm, and Security Systems must be disconnected and reconnected by a MCPS approved contractor who is currently under contract for this type of work and/or who is familiar with MCPS Procedures.

- e. All light fixtures shall be connected to existing wiring following all appropriate electrical standards and codes. Fixtures shall not be used as junction box; only “fixture whip” shall be connected to the fixtures. Independent junction boxes shall be installed to use as to junction the fixture wiring cables. **A licensed electrical contractor must perform all electrical work.** The contractor shall include in their bid for light fixture’s cost and all electrical supplies required to connect new light fixtures to existing electrical circuitry, i.e., wire, wire nuts, connections, etc.
- f. LED fixtures shall be installed and spaced to Achieve 10-foot candles in corridors. The Contractor shall pay special attention to emergency lighting fixtures to insure new fixtures are wired into Emergency Light Circuits as required. Each class room shall have one emergency light fixture connected to the emergency circuit; however, emergency light fixture shall only switch over to emergency circuit when light fixtures in the room are switched on.
- g. All other LED fixtures shall be installed and spaced to achieve the foot-candle levels required. See MCPS foot-candle chart for interior applications 2020. **(APPENDIX H).**

#### **J. EXISTING EXIT LIGHTS**

1. Contractor shall disconnect and re-install all exit light fixtures as directed by MCPS Project Coordinator. All exit light fixtures shall be installed or re-installed with directional arrows pointing in the same directions as existing exit fixtures.
2. Project Coordinator shall notify contractor when existing exit light fixtures will be replaced with new exit light fixtures.

#### **K. CLEANING**

After installation, clean all exposed surfaces of acoustical ceilings, including trim, edge moldings and suspension members; comply with manufacturer’s instructions for cleaning and touch-up or minor finish damage. Remove and replace work that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage at MCPS discretion. Final clean all areas in and around the project including tops of boards, shelving, cabinets, HVAC units, desks, furniture, and floors etc.

L. **REMOVAL AND RE-INSTALLATION OF FIRE ALARM, SECURITY AND PUBLIC ADDRESS COMPONENTS**

1. Public address, fire alarm and security systems must be disconnected and reconnected by a MCPS approved contractor who is licensed by Montgomery County and trained/authorized by manufacturer of equipment. *Contractor shall submit name of Qualified contractor to MCPS project Coordinator/Manager for approval prior to start of project.*

a. **For Public Address and Security Systems:**

|  |                   |                |
|--|-------------------|----------------|
| <b>Convergint</b>                          | Crutchely, Mike   | (703) 631-7476 |
| <b>Geek Security and Wire Installation</b> | Melendez, Ricardo | (301) 710-0310 |
| <b>East West Telecom</b>                   | Pham, Joseph      | (301) 252-8195 |
| <b>Pavion</b>                              | Fitzgerald, Matt  | (703) 633-1428 |

b. **For Fire Alarm Systems:**

|                        |                      |                |
|------------------------|----------------------|----------------|
| <b>ADT Systems</b>     | Roberts, Christopher | (301) 715-3681 |
| <b>Convergint</b>      | Crutchely, Mike      | (703) 631-7476 |
| <b>Tan Fire Alarms</b> | Newcomb, Thomas      | (240) 304-9735 |

2. The bidder will be required to secure prices for each category from the approved contractor list and submit these offers.

**APPENDIX A**

**SEE NEW MBE DOCUMENTS ATTACHED**



**APPENDIX B**

**CONTRACTOR'S CERTIFICATION  
OF RECEIPT OF PAYMENT**

**IAC/PSCP FORM 306.2a**

This form must accompany IAC/PSCP Form  
306.2, Request for Reimbursement to LEA, if  
Canceled check(s) are not provided.

LEA:

PROJECT TITLE: \_\_\_\_\_

PSC NO:

I hereby certify that payment in the amount of \$ \_\_\_\_\_, check number \_\_\_\_\_ dated  
\_\_\_\_\_ has been received from \_\_\_\_\_ Public Schools and deposited  
to \_\_\_\_\_ bank) on \_\_\_\_\_ (date) for capital  
improvements made to \_\_\_\_\_ school/project),

Name of Contractor Firm

\_\_\_\_\_

Authorized Signature

Date

**NOTARIZATION**

County \_\_\_\_\_ to wit:

I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_.  
before me, a Notary Public for said County, personally appeared \_\_\_\_\_ (name),  
and made oath in due form of law that he/she is \_\_\_\_\_ (title)  
of \_\_\_\_\_ (name of firm), and on behalf of said firm stated that the  
matters and facts set forth in the foregoing verification are true to the best of his/her knowledge, information and belief.  
He/she acknowledged that he/she executed the same purposes herein contained and that they had full authority to  
execute same.

As witness my hand and official seal:

NOTARY PUBLIC

**APPENDIX C**

**STATE PROJECT IDENTIFICATION SIGN**

**AND INSTRUCTIONS**



**Wes Moore, Governor**  
**Aruna Miller, Lt. Governor**

***Building Bright***  
***Futures in Maryland***

**The State of Maryland and the (Name of County) Board of Education are:**

**(Name of Project)**  
**at the**  
**(Name of School)**

**Public School Construction Program**

**Architect: (Name of Architect)**

**Contractor: (Name of Contractor)**

***The Maryland General Assembly***

***Adrienne A. Jones, Speaker of the House***

***Bill Ferguson, President of the Senate***

***Board of Public Works***

***Wes Moore, Governor***

***Brooke Lierman, Comptroller***

***Dereck E. Davis, Treasurer***

**The plaque should be 12” x 18” and include the following text:**

**STATE FUNDS FOR THE (select appropriate option from list below)  
THIS SCHOOL BUILDING WERE PROVIDED THROUGH  
THE PUBLIC SCHOOL CONSTRUCTION PROGRAM  
(DATE)**

**BOARD OF PUBLIC WORKS  
WES MOORE, GOVERNOR  
BROOKE LIERMAN, CONTROLLER  
DERECK E. DAVIS, TREASURER**

**Options to be selected and inserted:**

- “...CONSTRUCTION OF...”
- “...CONSTRUCTION OF AN ADDITION TO...”
- “...RENOVATION OF...”
- “...CONSTRUCTION OF AN ADDITION AND RENOVATIONS TO...”

**APPENDIX D**

**MCPS EMERGENCY CRISIS PROCEDURE, SHELTER/LOCKDOWN**

# **Emergency Preparedness Procedures**

## **Key Points for Lockdowns-Evacuate-Shelter (LES)**

### **Lockdown**

This is a term used to describe an emergency at an MCPS facility. Lockdown alerts staff that imminent danger exists inside or outside the building, and requires moving to an immediate lockdown mode. It requires that all students are under supervision. *The on-site emergency team (OSET) is not activated during a Lockdown.*

#### **Persons authorized to call a Lockdown**

School administrators or their designee will notify students, staff and visitors via the PA system and the portable radios when a Lockdown is in effect. Directions should be given to immediately move to a lockdown mode. Staff should make the announcement and notify 911 and Office of School Performance.

#### **Lockdown Alert–Staff Guidance**

- When the administrator/designee announces a Lockdown, scan the immediate area outside the classroom or office for any students and staff. Allow them in the classroom/office, and immediately lock or secure the door if possible.
- Make the room look *unoccupied* by turning off the lights, close/cover the windows and blinds, and move away from the line of sight from the doors and windows. Remain silent.
- If staff and students are inside the building but outside a classroom or office when a Lockdown is called, move students to the nearest securable location.
- Staff supervising students outside when a Lockdown alert occurs inside the building should be notified of the Lockdown activation by P.A. or two-way radio. Staff and students should move to a pre-determined safe location identified on the emergency plan away from the building and maintain communication with the command post.
- Ignore the fire alarm system and class change bells.
- Wait for further instructions.

### **Evacuate**

There are two evacuation alerts, *Fire and Directed*.

#### **Fire Evacuation**

- Activate Fire Evacuation Alarm
- Students/staff/visitors leave the building by the nearest exit
- Proceed to a point at least 50 feet from the building
- Perform an accountability of the students/staff/visitors

#### **Directed Evacuation**

- Will be used during possible High Level Bomb threats, an identified Suspicious Package or an Inside Hazardous Material Release
- Notify 911 and OSP
- Determine plan to direct everyone away from the known danger area
- Announce via PA and portable radio
- Students/staff/visitors must evacuate to a point at least 300 feet from the building

### **Shelter**

This is a term used to alert staff that an emergency exists at or near an MCPS facility. It requires all students to be accounted for and under supervision. Administrators may activate the OSET and set up a command post when appropriate. There are three types of shelters: *Public Safety, Severe Weather and Outside Hazardous Materials Release.*

#### **Persons authorized to call a Shelter alert**

Administrators or their designee will notify students/staff/visitors via the PA system and the portable radios when a Shelter alert is activated. It is recommended that an “age-appropriate” announcement of a Shelter alert include a brief description of the nature and location of the incident.

#### **Public Safety Shelter Alert- Staff Guidance**

*When the administrator announces a Public Safety Shelter alert:*

- Bring outside students/staff/visitors into the main building, portable classrooms are secured but not evacuated
- Outside doors are locked and kept secured
- Students should be accounted for in an instructional area.
- Classroom instruction should continue
- Staff must document attendance and report any discrepancies to an administrator/designee.
- During a Public Safety Shelter alert, classroom lockdown is not required.
- *The OSET* may be activated by an administrator during a Public Safety Shelter alert via a PA announcement and over the portable radios.

- Depending on the situation (the nature of the emergency or potential threat), it may not be appropriate to change classes. In these situations, class bells should be turned off and students/staff should remain in their classrooms until directed otherwise by the administrator/designee.
- Do not ignore the fire alarm system.

**Severe Weather Shelter** – A severe thunderstorm or tornado warning is activated for the area near the school.

- Students/staff/visitors must report to identified weather safe areas inside the building.
- Portable classrooms are to be evacuated to the main building.
- Bring emergency kit/phone with Nextel phone and ensure the NOAA weather radio is continually monitored

**Outside Hazardous Material Release Shelter Alert** is a term used to describe a specific shelter alert due to an outside air contamination emergency at or near the building. This could be the result of a suspected chemical, biological, or radiological incident; or a nearby hazardous materials spill.

### ***Outside Hazardous Material Release Alert-Staff Guidance***

When activating an Outside Hazardous Material Release Shelter alert, take the following steps immediately:

- Announce an *Outside Hazardous Material Release Shelter Alert*
- Bring students/staff/visitors into the main building from outdoor activities
- Evacuate portable classrooms in consultation if safe to do so
- Secure/lock exterior doors and windows
- Hold students in their current locations inside the building until the best course of action can be determined
- Turn off electrical power to ensure immediate shutdown of HVAC
- Ignore fire alarm system—only in this Outside Hazardous Material Release Shelter alert.

### ***Parent/Child Reunification***

All schools have plans in place to reunite students with their parents/guardians in the event of an emergency at a school. This process will ensure the safe and orderly reuniting of students and parents/guardians. Schools will ensure they use a three-step approach.

- Identify parents (using ID)
- Identify student location in the school or PCR location, sign out student
- Unite student and parent/guardian

### ***Firearms***

- Avoid attempts to disarm/subdue an armed subject.
- Notify administrator/designee and school-based security of any firearm incidents immediately, and call 911 with details.
- Determine need to implement a Lockdown or Public Safety Shelter alert.
- Abandoned/discarded firearms should be covered by appropriate means and never left unattended.

### ***Bomb Threat Assessment***

- Factors to consider:
  - Details/specifics provided by the bomb caller
  - Number of prior threats to the school
  - Current events surrounding the school
  - Demeanor of the bomb caller
- Based on an assessment of the situation and input from the administration of the school, the Department of School Safety and Security and the police, the administrator will make a decision on evacuation. If the parties do not agree, this disagreement will be resolved in favor of evacuation. (Refer to MCPS Regulation EKC-RA.) Use a Directed Evacuation to evacuate the school
- Evacuation is warranted **only** if the threat level is high.
- Evacuation **is** not warranted if the threat level is low.
- It is recommended that an activation of a Public Safety Shelter alert and the use of sweep/scan teams be used during a low level threat when the building is not evacuated.

### ***Bomb Threats Call Trace***

- Use “call trace” procedures on the yellow *Telephone Bomb Threat Checklist* card. Follow instructions exactly.
- After hanging up the phone, press \*57 on the same line the call came in on.
- Press \*47 if you have 279 or 517 exchanges on your school phone number.
- Do not dial “9” before you dial \*57 or \*47.
- Notify school administration immediately
- Report the bomb threat to 911 and OSP.
- Inform the 911 operator of “call trace” activation.

### ***Bomb Threat Sweep/Scan***

- In certain circumstances, staff volunteers may be asked to sweep/scan the facility or grounds for any suspicious items.
- A sweep/scan should be conducted in teams and only by visual means (eyes and ears only).
- If a suspicious item is discovered during a sweep/scan, evacuate to a 300-foot safe zone and notify administrator immediately.
- If a suspicious item is located, do not use a radio or cell phone in the immediate area within 25 feet in all directions.

- No suspicious item should be handled in any manner by school staff (do not touch it!).

### ***Hazardous Material Spills***

These guidelines should be followed in the event of a chemical incident in which there is potential for a significant release of hazardous materials. Spill response procedures will vary depending on whether the spill is **small** (less than 18 inches in diameter), **medium** (exceeds 18 inches, but is less than 6 feet), or **large** (exceeds 6 feet in diameter, and any “running” spill that has not been stopped). If a potential biological agent threat or incident is present, follow MCPS Biological Agent Threats/Incidents guidelines.

**General Spill Control Techniques:** Once a spill has occurred, the staff at the spill site must decide whether the spill is small enough to handle without outside assistance. Guidance should be obtained from science resource teachers or staff with a chemistry background. (i.e., in science labs, chemistry labs, automotive shop areas). *Only staff who are properly trained under OSHA Regulation 1910.120 should attempt to contain or clean up a small spill.*

**Small Spill Evacuation:** Evacuate the immediate area and surrounding areas whenever the air is or could become untenable (i.e., experiencing difficulty breathing, watery eyes, upper respiratory congestion or tightness in chest, coughing, runny nose, etc.). Also evacuate the immediate area or building if material is emitting vapors or fumes.

*If a medium or large hazardous chemical/material spill occurs **inside** your school building—*

- An administrator/designee should call 911 and OSP immediately with detailed information (obtain the chemical MSDS, if available at time of spill incident).
- Evacuate the building immediately using a **Directed Evacuation** to funnel students/staff away from danger area.
- Notify building security and building services staff.
- Secure the area around the spill area.
- Follow instructions from fire and rescue services personnel.

*If a medium or large hazardous chemical/material spills occurs **immediately outside** your school building—*

- An administrator/designee should call 911 and OSP immediately with detailed information.
- Shut windows and doors and turn off ventilation systems.
- Notify building security and building services staff.
- Turn class-change bells off, if appropriate.
- Follow instructions from fire and rescue services personnel.
- Activate the Outside Hazardous Material Release alert, if Appropriate.



**APPENDIX E**

**ASBESTOS FREE MATERIAL VERIFICATION FORM**

**PRODUCT TYPE:** \_\_\_\_\_

**MANUFACTURERS:** \_\_\_\_\_

**MODEL NUMBER TESTED:** \_\_\_\_\_

**SUPPLIER:** \_\_\_\_\_

**LOT/PRODUCTION NUMBER TESTED:** \_\_\_\_\_

The undersigned contractor certifies that the building materials identified above have been tested in accordance with the bid documents and the EPA requirements. **The EPA accredited laboratory analysis report is attached** that confirms these materials do not contain asbestos.

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). 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>.

The contractor or the manufacturer can have the laboratory testing performed. The cost for testing shall be included in the bid prices offered.

Below is a list of materials of concern that require laboratory analysis.

- 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

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Contractor Representative

\_\_\_\_\_  
Invitation to Bid #

\_\_\_\_\_  
Date

**APPENDIX F**

**Montgomery County Public Schools**

**CHANGE ORDER FORM #\_\_\_\_\_**

Facility: \_\_\_\_\_ Projects Name: \_\_\_\_\_

Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

- Change to original scope of work       Additional work

General description of work to be performed:

|  |                       |    |
|--|-----------------------|----|
|  |                       |    |
|  |                       |    |
|  |                       |    |
|  |                       |    |
|  |                       |    |
| Attach detailed proposal with change order | FOR THE TOTAL SUM OF: | \$ |

**Changes to the Contract:**

|   |    |
|---|----|
| The original contract sum was:  | \$ |
| Total amount of this change order   | \$ |
| Total original contract amount plus or minus previous approved change orders: | \$ |
| Total contract amount including this change order                             | \$ |

Completion Date: \_\_\_\_\_ Work Order #: \_\_\_\_\_

Notice: Acceptance of this change order does not alter the contract completion date. If this change order has any effect on the contract completion date, additional documentation shall be submitted to MCPS as specified. **A revised purchase order issued by the Division of Procurement will constitute an approval of the change order.**

|   |       |        |
|---|-------|--------|
| _____                                   | _____ | _____  |
| (Authorized Contractor Representative)  | Title | (Date) |
| _____                                   | _____ | _____  |
| (MCPS Representative Request)           | Title | (Date) |
| _____                                   | _____ | _____  |
| (MCPS Contracts Supervisor Review)      | Title | (Date) |
| _____                                   | _____ | _____  |
| (MCPS Division of Procurement approval) | Title | (Date) |

**APPENDIX G**

**Montgomery County Public Schools  
Division of Design and Construction**

**OVERTIME REIMBURSEMENT AGREEMENT**

**Facility:** \_\_\_\_\_

**Contractor:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_ **Hours Required:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Hours Required:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Hours Required:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Hours Required:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Hours Required:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Hours Required:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Hours Required:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Hours Required:** \_\_\_\_\_

**Notice: Contractor agrees to pay all overtime costs for building service personnel as required to perform work at a premium rate. These costs shall be deducted from the Contractor's final invoice.**

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

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

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

## APPENDIX H

### MCPS FOOT-CANDLE CHART FOR INTERIOR APPLICATIONS 2020

|  |
|--|
| MCPS FOOTCANDLE CHART FOR INTERIOR APPLICATIONS 2020 |
|--|

| INTERIOR APPLICATIONS  |                                       |  |                      |
|------------------------|---------------------------------------|--|----------------------|
| APPLICATIONS           | AVERAGE<br>ILLUMINATION<br>LEVEL (FC) | MAX LIGHTING<br>POWER DENSITIES<br>(WATTS/SQUARE FOOT) | OTHER CONSIDERATIONS |
| Classrooms             | 40                                    | .50  |                      |
| Science Labs           | 40                                    | .50  |                      |
| Home Economics         | 40                                    | .50  |                      |
| Gymnasium              | 50                                    | 1.2  |                      |
| Kitchen                | 50                                    | 1.05   |                      |
| Dining Room            | 40                                    | .95  |                      |
| Multipurpose Room      | 40                                    | .95  |                      |
| Media Center           | 50                                    | .50  |                      |
| Computer Labs          | 30                                    | .40  |                      |
| Music Rooms            | 40                                    | .50  |                      |
| Instrumental Rooms     | 40                                    | .50  |                      |
| Dance Rooms            | 40                                    | .50  |                      |
| Art Rooms              | 40                                    | .50  |                      |
| Laboratories           | 40                                    | .50  |                      |
| Drafting Room          | 50                                    | .50  |                      |
| Conference Room        | 40                                    | .45  |                      |
| Health/Exam Rooms      | 40                                    | .50  |                      |
| Offices                | 30                                    | .40  |                      |
| Lounge                 | 30                                    | .40  |                      |
| Corridors              | 10                                    | .30  |                      |
| Food Service Receiving | 20                                    | .50  |                      |
| Compactor Room         | 20                                    | .50  |                      |
| Recycling Room         | 20                                    | .50  |                      |
| Toilet Rooms           | 10                                    | .70  |                      |
| Mechanical Rooms       | 20                                    | .70  |                      |
| Electrical Rooms       | 20                                    | .70  |                      |
|                        |                                       |  |                      |
|                        |                                       |  |                      |

## FOOTCANDLE CHART FOR EXTERIOR APPLICATIONS 2020

| EXTERIOR APPLICATIONS  |                                 |  |   |
|------------------------|---------------------------------|--|---|
| APPLICATIONS           | AVERAGE ILLUMINATION LEVEL (FC) | MAX LIGHTING POWER DENSITIES (WATTS/SQUARE FOOT) | OTHER CONSIDERATIONS  |
| Parking Lot            | 1.0                             | 0.15   | Use 100% cut-off fixtures on 20' poles. Ensure uniformity ratios do not exceed 20:1 |
| Driveway               |                                 | 0.2  |   |
| Building Security      | -                               | 0.3 for each illuminated wall                    |   |
| Entrance Canopy        |                                 | 1.25   |   |
| Main Building Entries  | -                               | 30W/linear foot of door width                    |   |
| Other Building Entries | -                               | 20W/linear foot of door width                    |   |
| Loading Dock           | 5                               | 20W/linear foot of door width.95                 |   |
| Media Center           | 50                              | .50  |   |
|                        |                                 |  |   |

**APPENDIX I**  
**QUOTATION FORM**

**COMPANY NAME:**

---

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Bidder shall only supply one manufacturer and one price for regular rate and one for overtime rate. All prices offered shall be all-inclusive, including but not limited to, removal, disposal, materials, delivery, labor, overhead, bonds, insurance, profit, etc. Bidder shall supply all required information in the space provided for each line item. Bidder must respond by supplying prices for all items. No partial bids will be considered. All items offered shall be in compliance with the specifications herein. **Failure to comply as instructed will be consider non-responsive and disqualify your bid.**

RATES: Regular rate cost will represent work performed Monday through Friday, 6:30 AM until 6:30PM. Overtime rate will represent work performed Monday through Friday 6:30PM until 6:30AM including weekends and all MCPS holidays. **TOTAL COST BASIS FOR AWARD SHALL BE CALCUATED AT THE REGULAR RATE – (See attached excel spreadsheet)**

---

**ESTIMATED CONTRACT VALUE: \$950,000.00**

- **HAS BIDDER EVER HAD LATE CHARGES DEDUCTED AS A RESULT OF FAILURE TO COMPLETE AS CONTRACTED?**

YES \_\_\_\_\_ NO \_\_\_\_\_

- **HAS THE BIDDER PERFORMED THEIR PRELIMINARY RESEARCH IN IDENTIFYING MINORITY BUSINESS ENTERPRISE PARTICIPATION AND INCLUDED WITH THEIR BID SUBMISSION THE COMPLETED CERTIFIED MINORITY BUSINESS ENTERPRISE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT AND THE MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE?**

YES \_\_\_\_\_ NO \_\_\_\_\_

- **IS A COPY OF THE MARYLAND CONTRACTOR'S LICENSE SUPPLIED WITH BID SUBMISSION?**

YES \_\_\_\_\_ NO \_\_\_\_\_

- **IS A COPY OF THE STATE OF MARYLAND ELECTRICAL CONTRACTOR'S LICENSE SUPPLIED WITH BID SUBMISSION?**

YES \_\_\_\_\_ NO \_\_\_\_\_

- **HAS BIDDER INCLUDED WITH THEIR BID SUBMISSION A LETTER CERTIFYING THEY HAVE BEEN IN BUSINESS A MINIMUM OF FIVE YEARS, AND HAVE A MINIMUM OF FIVE YEARS EXPERIENCE PERFORMING THE TYPE OF WORK SPECIFIED HEREIN?**

YES \_\_\_\_\_ NO \_\_\_\_\_

- **HAS BIDDER READ THE BIDDING DOCUMENT IN DETAIL PRIOR TO SUBMITTING THEIR BID?**

YES \_\_\_\_ NO \_\_\_\_\_

- **HAS BIDDER FAMILIARIZED THEMSELVES WITH THE ANNOTATED CODE OF MARYLAND SECTION 11-722 AND HAVE SCREENED THEIR WORK FORCES, ENSURING NO REGISTERED SEX OFFENDER WILL BE PERFORMING WORK AT ANY MCPS FACILITY?**

YES \_\_\_\_ NO \_\_\_\_\_

- **ASBESTOS FREE MATERIALS: THE BIDDER HAS REVIEWED THE MATERIAL LABORATORY TESTING REQUIREMENTS FOR THE LIST OF MATERIAL SPECIFIED HEREIN TO CONFIRM THEY DO NOT CONTAIN ASBESTOS? THE SUCCESSFUL CONTRACTOR AGREES THEY WILL SUBMIT ASBESTOS VERIFICATION FORM AS SPECIFIED HEREIN.**

YES \_\_\_\_ NO \_\_\_\_

COMPANY NAME: \_\_\_\_\_

**CHECK OFF LIST FOR MANDATORY BID SUBMITTAL**

**Mandatory Submittals Check List:**

- \_\_\_\_\_ Signed Invitation for Bid, including Non-Debarment Acknowledgement
- \_\_\_\_\_ Quotation Form
- \_\_\_\_\_ Addendum(s) and Erratum(s) (If any, contractor is responsible to confirm)
- \_\_\_\_\_ MBE Pages D1 through D10 of Attachments D
- \_\_\_\_\_ Maryland; Construction Business License
- \_\_\_\_\_ Maryland Electrical Contractor License
- \_\_\_\_\_ Letter of Experience and years in Business as specified
- \_\_\_\_\_ Surety Letter
- \_\_\_\_\_ References