

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

**INVITATION FOR BID # 9655.5  
ON CALL ELECTRICAL SERVICES AT VARIOUS FACILITIES**

**GENERAL CONDITIONS AND SPECIFICATIONS**

**I. GENERAL CONDITIONS**

**A. SCOPE**

The work includes providing all labor and materials to perform various general electrical installations and repair tasks as may be required, including but not limited to the installation and repairs of components related to life safety systems. This work will be performed at various facilities throughout Montgomery County Public Schools (MCPS) as needed.

**B. INTENT**

1. It is the intent of this bid to secure all-inclusive cost for hourly labor rates and materials to fully cover all required labor, materials and permits to perform general electrical work, including but not limited to repairs and installation of various electric components; repairs and installation of life safety components such as installing fire door magnets, and kitchen hood suppression system electrical repairs, etc. as requested by MCPS and specified herein. It is the intent to pre-qualify various contractors. The pre-qualified contractors will be required to make a comprehensive inspection of each work site and submit a firm cost proposal. Once all pricing is received and reviewed by MCPS, the pre-qualified contractor offering the lowest price will be issued a purchase order to commence work. The project will begin and must be completed within the time frame approved by MCPS and indicated on the proposal. **Successful Contractor(s) will be required to submit the Asbestos Free Verification Form as applicable and required herein. See General Conditions Section M and APPENDIX F.**
2. **Bid prices offered shall be all-inclusive, including but not limited to, labor, equipment and miscellaneous materials to satisfy all specification requirements. All costs shall be included in the bid prices submitted.** All work shall be performed in accordance with the latest applicable laws, codes and regulations of the various regulatory bodies of the State of Maryland, Federal/Local Governments, and all other boards or departments having jurisdiction. These regulations and standards will further be considered a part of these specifications and conditions. The Contractor shall furnish and install any additional items required by the same, whether or not particularly shown or specified. Any items or requirements noted herein in excess of these requirements and permitted by the requirement shall take preference. All deliveries must be prepaid to the destination (F.O.B. destination) and in no case will collect shipment be accepted.

**C. AWARD**

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

**D. SITE INSPECTION**

**The pre-qualified Contractor(s) shall inspect the work sites before submitting a bid for any individual project. Please call the main office to schedule a time to visit.** The Contractor(s) must report to the main office to contact the Building Services Manager prior to performing inspection. The bidder shall carefully review the sit location drawings and specifications before submitting their bid. Should any errors, discrepancies, or omissions be found in these specifications and/or drawings or any discrepancies found between the drawings and the physical conditions at the site, the Contractor shall notify MCPS in writing immediately. When the bid 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, including, but not limited to, all work and equipment required to satisfy and all laws, codes, regulations, etc., that are applicable. The bidder shall submit a **written report** to Laly Bowers, Senior Buyer, [Laly\\_A\\_Bowers@mcpsmd.org](mailto:Laly_A_Bowers@mcpsmd.org) upon identifying any condition which might prevent installation of the equipment or performance of the work in the manner intended to later than four working days prior to the bid opening. Failure to do so will not relieve the successful bidder of the obligation to furnish all materials and labor necessary to fully carry out the provisions of the contract document.

**E. SCHEDULE**

1. **Completion dates shall be identified on each Contractor's proposal.** A purchase order issued and signed by the Director of the Department of Materials Management will be the Contractor's authorization to proceed with an approved proposal. 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. Late charges will be deducted for failure to meet any target dates without an MCPS approved extension. **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. **Regular Rate Working Hours**

Regular rate working hours are for work performed, **Monday through Friday, 6:00 A.M. through 6:00 P.M.** (MCPS building service personnel are normally on site during these hours).

3. **Overtime Rate Working Hours**

Overtime rates are for work performed on evenings (6:01 P.M. to 5:59 A.M.), weekends or holidays with MCPS approval; however, the Contractor shall reimburse MCPS for the overtime cost of having MCPS building services personnel on site. These overtime costs will be tracked and deducted from the contractor’s final invoice (See “**Overtime Reimbursement Agreement**”, APPENDIXG)

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 regards 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 MCPS Board of Education and shall conclude as stated under the contract term. MCPS reserves the right to extend this contract at existing prices, terms and conditions for up to four additional one-year terms. Written notice indicating MCPS’ intention to pursue the extension of the contract will be issued to the successful bidder 90 days prior to the expiration of the original contract. The bidder will have ten days from date of notification to return the notice acknowledging its intent to accept or reject the extension. Once all responses are evaluated, MCPS staff may make a recommendation to the MCPS Board of Education to extend the contract or decide to re-bid. If the contract is extended by the MCPS 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 the requirements of MCPS and on budgetary limitations. Orders will be placed from time to time throughout the contract term.

H. **PROVISION FOR PRICE ADJUSTMENT**

1. Price increases will not be considered for the first year of this contract. Thereafter the successful bidder must submit a written request for price relief. Adjustments will be based upon the Consumer Price Index (CPI), specifically, the All Consumers Index, published by the U.S. Department of Labor, Bureau of Labor Statistics, for the Washington, D.C.,

Metropolitan Area and shall not exceed 75% of the percentage change of January 1 CPI's, rounded to the nearest tenth of a percentage. MCPS reserves the right to accept or reject the request as may be determined to be in the best interest of MCPS. Any orders prior to a request for price increase shall be honored at the original contract price. If a price increase is accepted a contract amendment will be issued. Downward adjustments shall be made by MCPS without a request from the Contractor.

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. Recommendation for awards, however, shall be made based on the original submission only.

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

##### **Emergency/ Crisis Procedure Information**

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

#### **J. WARRANTY/SERVICES/REPAIR**

1. All workmanship and materials shall be guaranteed for two years. The warranty shall begin once the MCPS Project Coordinator has approved the contractor's final invoice for payment. Final payment will be made once the installation is complete and accepted by MCPS for each proposal.
2. Warranty shall provide for 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 to provide satisfactory warranty service to MCPS shall be grounds for exclusion from future bidding.
3. Point of contact may change between the MCPS Project Coordinator and the Contractor when identifying and resolving warranty claims during the warranty period.

#### **K. BRAND NAMES**

1. Commodity descriptions that state "Only a specified brand will be considered" are brands that have evaluated and tested for inclusion of this bid and are the only brands acceptable at this time. **No substitutions will be accepted.** Other brands will be evaluated by MCPS

if materials are submitted at no cost to MCPS. Forward samples/information to Montgomery County Public Schools, Division of Planning, Design and Construction, 45 West Gude Drive, Suite 4300, Rockville, Maryland 20850. **Testing normally requires a minimum of workdays to complete; therefore, your samples/materials for testing may be approved for future bids if the evaluation is satisfactory. The process of evaluation is intended for larger types of equipment and/or components i.e. bleachers, elevators, lockers flooring, roofing systems, and PA Systems.**

2. The brand name, code or model number on each item being offered, even if bidding the specified brand shall be provided. If a brand and code or model number is not shown your bid may not be considered.
3. If an item specification shows code or model numbers that have been discontinued, the bidder shall state so and indicate the current code or model number.

#### L. MATERIALS

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

#### M. GENERAL ASBESTOS INFORMATION

##### 1. Asbestos Free Materials

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

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

The laboratory performing the analysis must have received U.S. Environmental Protection Agency (EPA) accreditation and be a member of the National Voluntary Laboratory Accreditation Program (NVLAP). The Contractor or the manufacturer can have the laboratory testing performed. **No other form of confirmation such as Material Safety Data Sheets, manufacturer documentation, historical testing, etc. will be accepted. A**

list of EPA accredited laboratories can be found at <http://ts.nist.gov/standards/scopes/programs.htm>.

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

2. **Existing Asbestos Materials**

MCPS shall be responsible for all asbestos abatement tasks as may be required regarding existing materials on site. Any questions concerning asbestos materials shall be directed to the Environmental Health Specialist, Derek Kwon at 240-740-2331.

N. **DESCRIPTIVE LITERATURE**

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

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

O. **DEVIATIONS**

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

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 original or copy. Bidder(s) may wish to reproduce and retain an additional copy for their files.

2. Quotation Form (Pages 1-4)

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

- b. **Bidder must submit a separate price for each item listed on the Quotation Form. Submission of one price for all the items without indicating a price per item shall be considered non-responsive and will invalidate the bid.** If there is a discrepancy between the unit cost and total cost, the unit cost shall prevail. Prices offered shall be valid for acceptance during a period of no less than 90 days from date of bid opening. Once the contract is approved by the Board of Education, terms and conditions of the solicitation shall prevail throughout the contract term.

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 bid calendar <http://www.montgomeryschoolsmd.org/departments/procurement/> or contact the Division of Procurement by email to [Laly A Bowers@mcpsmd.org](mailto:Laly.A.Bowers@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**

- a. The goal has been set at 10% MBE participation. Pages D1 through D10 attachment D, of the MBE procedure (**APPENDIX A**) reflecting minimum 5% MBE participation shall be submitted with your bid. If you do not submit the forms with your bid, MCPS may deem your bid non-responsive and you will not be selected for award (*See Section "II Contract Administration" for additional MBE information*)
- b. MCPS expect all bidders to make the essential 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 requirements. There shall 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.

5. **License/Certifications (Required with Bid Submission)**

- a. The Contractor shall possess a current State of **Maryland Construction Business License**. All Contractors' business licenses are issued through the County of Baltimore City, Clerks of the Circuit Court in which the business is located within the State of Maryland. NOTE: All out of State bidders must provide an out of state Maryland Construction Business license. Contact the **State License Bureau** <http://www.marylandtaxes.com/> or at 410-260-6240 for additional information as required.
- b. Bidder shall submit an existing State of Maryland Master Electrical Contractor License and Electrical Business Licenses with bid submission. This is required for Electrical and Fire Alarm work associated with each project. *Failure to provide an exiting license may disqualify the bid submission.*

## 6. Certification from Manufacturer

Contractor shall include a letter from the manufacturer stating that the firm is a manufacturer's authorized installer/representative for the brand equipment offered. Manufacturer shall submit a letter stating manufacturer will supply the specified equipment in order for contractor to complete project by the date specified in the proposals.

## 7. Statement of Experience

The Contractor shall have an existing State of Maryland Master Electrician License and have a minimum of five years of experience and have been in business for a minimum of five years. **A copy of the master electrician license and written certification of experience and years in business must be submitted with Bid submission.**

## 8. Bid Security

Bids submissions shall be accompanied by a Surety Letter. Failure to provide required documentation may disqualify bid. See **GENERAL CONDITIONS SECTION R. BID SECURITY- SURETY LETTER.**

## References

Bidders shall provide three references with their bid submission. See **GENERAL CONDITIONS SECTION S. REFERENCES.**

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

MCPS contracts must include the following provisions:

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

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

Effective July 1, 2015, amendments to §6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system may not knowingly assign and 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; or
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.
4. Each contractor is required to submit, following award of a contract, documentation confirming that its direct employees and those of any subcontractors and/or independent contractors assigned to perform work in a MCPS school facility under the contract meet this obligation. Additionally, the contractor must confirm that it continues to meet this obligation on an annual basis and/or when there are changes in the work-force that the contractor and/or its subcontractors use to perform the work required by the contract.

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

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

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

contractors and their employees that the contractor uses to perform the work required by the contract.

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

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

Once the contract is awarded, the contractor is responsible for implementing the background check process. An individual in the contractor's work-force may not begin work in a MCPS school facility on an assignment where the individual will have direct, unsupervised, and uncontrolled access to children, until: (a) the background check results for that individual have been received by MCPS; (b) the contractor certifies to MCPS that the individual has received training and/or reviewed informational materials, as appropriate, regarding recognizing, reporting, and preventing child abuse and neglect, consistent with the content provided in training for MCPS employees; and (c) the individual obtains a MCPS identification badge. The badge will be issued by the MCPS Department of Safety and Security, 45 W. Gude Drive, Room 1100, 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 <https://emma.maryland.gov>, regardless of the award outcome for this project as it is a valuable resource of upcoming bid notifications for municipalities throughout Maryland.

**R. BID SECURITY - SURETY STATEMENT**

The Surety Agent for the bidder 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 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. **Failure to supply as specified may disqualify your bid response.**

**S. 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>Contact Person</u>	<u>Phone Number</u>	<u>Contact Number</u>
1. _____ _____			
Email _____			
2. _____ _____			
Email _____			
3. _____ _____			
Email _____			

**T. AWARD CRITERIA**

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

**U. SPECIAL CONDITIONS**

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

Disputes – Any dispute concerning a question of fact arising under this contract shall be disposed of by written agreement between the Contractor and the MCPS Contracting Officer. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the contract performance.

**V. INQUIRIES**

Inquiries regarding this solicitation must be submitted **in writing**, to Laly Bowers, Senior Buyer, Montgomery County Public Schools, 45 West Gude Drive, Suite 3100, Rockville, MD 20850, or email to [Laly\\_A\\_Bowers@mcpsmd.org](mailto:Laly_A_Bowers@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 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 Division of Procurement website address is <http://montgomeryschoolsmd.org/departments/procurement/vendors.aspx>.

Subsequent to the award if the contractor 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 Laly Bowers, Senior Buyer and the MCPS Capital Improvement Program Contracting Supervisor.

## 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 project and contract execution, which may be of concern for the successful and timely completion of the project.
2. Issues raised during this meeting, which cannot be resolved to MCPS satisfaction, will be cause to reject the apparent low offeror; and to consider the next lowest bidder as the successful offeror.

### B. CONTRACT SECURITY

1. Security may be in the form of Certified Cashier's or Bank Treasurer's Check **OR** Bonds (AIA Documents A-311, A-312, or similar). The bonding firm must be licensed to do business in the State of Maryland. The Performance Bond shall be executed using the modified A312. Payment and Performance Bonds. The payment Bond shall execute using AIA Documents A312.
2. Upon receipt of the award Notification letter, the successful bidder shall deliver to MCPS within five working days security requirements, which are:
3. Performance and Payment Bonds – Bonds are required for projects that are in excess of \$100,000.00. The bidder shall provide Payment and Performance bonds in the amount of the total contract value. **The cost for the bonds shall be included in the proposal.**
4. If bond(s) are to be used for contract security, the cost of the bond(s) shall be borne by the Contractor. **Note: Failure to supply the Contract Securities as specified will be considered non-responsive and disqualify you bid offer.**

### C. POST BID SUBMISSIONS

1. In addition to license required with the bid response, the apparent low bidder may be required to supply **within 48 hours** after MCPS requests, applicable business and contractors' licenses technician certification from manufacturer, master licenses for trades appropriate for work to be performed, and/or company financial statements, etc., as required to allow MCPS contractor evaluation. **Failure to supply a copy as specified may be cause to terminate your contract.**

## 2. Sub-Contractors

- a. The successful bidder shall supply a complete list of all sub-contractors for evaluation by MCPS. This list must be submitted within two workdays after MCPS makes the request. **Failure to do so may be grounds for termination of our bid.** The Contractor shall be responsible for assuring that all proposed sub-contractors are in good standing with MCPS.
- b. MCPS shall notify the Contractor **in writing** if, after due investigation, there is reasonable objection to any of the proposed Sub-Contractors. Failure of MCPS to make objection to any proposed Sub-Contractor shall constitute notice of no objection. Each Sub-Contractor may be required to furnish to MCPS, in duplicate, proof of their financial stability and experience to perform the particular work for which they will be engaged. All contractual agreements between the Contractor and their Sub-Contractors shall be written, unamended, on the Standard Form of Agreement between Contractor and Sub-Contractor, AIA Document A401 (most recent Edition). Upon request the Contractor shall supply copies of this contract to MCPS **within five workdays.**
- c. MCPS acceptance of Sub-Contractors in no way relieves the Contractor from being responsible for the total and complete performance of the work for the project: i.e., failures 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 (MBE) 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 10% MBE goal set for this bid.** On future state funded project(s) that may be performed under this bid, that exceed \$50,000. The bidder may be required to solicit MBE participation, which will include providing revised Certified MBE Utilization and Fair Solicitation Affidavit (Attachment A) and the MBE Participation Schedule (Attachment B) along with other required MBE forms that may be applicable. Bidders are always strongly encouraged to make a good faith effort to solicit Certified Minority Business participation to provide materials, supplies, equipment, and/or service whenever possible at any time prior to bidding or throughout the course of the project(s).
- c. Refer to the document, MINORITY BUSINESS ENTERPRISE PROCEDURES, September 22, 2008, included with this bid solicitation package under **APPENDIX A.**
- d. The Certified MBE Utilization and Fair Solicitation Affidavit (Attachment A) and the MBE Participation Schedule (Attachment B) located herein under **APPENDIX A., must be completed and submitted with the bid proposal** identifying the

bidder's specific commitment of certified minority business **even when the MBE goal is 0%. Failure to supply as specified will disqualify your bid proposal.**

- e. MCPS expect all bidders to make a 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 240-314-1031; regarding any other MBE procedure questions. Current listing of the MBE certified Contractors can be obtained at [http://mbe.mdota.state.md.us/directory/search\\_select.asp](http://mbe.mdota.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 is 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 preferred electronically to the Project Coordinator in the Office of Facilities Management. 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 similar to AIA Documents G702 & G703 identify pertinent information such as purchase order number, facility/building name and address where work was performed.** The MCPS Project Coordinator shall submit invoices and receiving reports to the Division of Controller to process payments, and shall specify final or partial payments.
    - b. 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). 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 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 proposal 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 as specified and accepted by 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 Document's 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 and Inspections

The Contractor shall obtain all required permits, pay all fees, and certify that other required permits have been obtained prior to commencing work. Upon completion of all work obtain all certificates of inspection 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.

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

#### **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 CONSTRUCTION PROGRAM FUNDED PROJECTS THAT EXCEEDS \$100,000.00.** The Contractor shall supply and install the sign specified herein in **APPENDIX C** on 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 [www.mce.md.gov](http://www.mce.md.gov). The current price from Maryland Correctional Enterprises for this sign is \$583.00 with lead-time of approximately one week. The Contractor shall coordinate the location of the sign with the MCPS Project Coordinator. The Contractor shall remove the sign and restore the site to original condition upon the completion of the contract. It will be MCPS option to either retain the sign for future use or have the Contractor dispose of the sign.

**E. MARYLAND BUY AMERICAN STEEL ACT**

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

**F. SALES TAX**

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

**G. PERFORMANCE**

1. The Contractor shall have on the job site at least one person fluent in English at all times and all contractor employees who perform work on MCPS property shall have an MCPS badge at all time.
2. The Contractor must provide to the MCPS Project Coordinator cellular telephone numbers and E-mail addresses of project managers to allow for day-to-day direct communications.
3. Work 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. Contractor shall protect all existing floors, including floors where material is stored or being transported with Ram Board .375” thick or MCPS approved equal.
4. The Contractor shall furnish the services of an experienced supervisor, who shall be in charge of the work and to provide direction to the crew at all times.
5. Contractor and employees:
  - a) Contractors are required to have all **employees complete the fingerprinting and background check, in order to receive an MCPS Contractors badge.** MCPS

contractor's badges shall be worn while on premises. **Contractor's employees/workers without an MCPS contractor badge will be denied entry;** Contractors will be required to check in daily at the facility main office. **All contractor employees must wear a badge while on site.**

- b) While performing work inside the building, contractor will be required to sign in daily at the facilities main office to receive identification badges that shall be worn while on premises.
  - c) Use of any form of tobacco products, liquor and/or illegal drugs are not permitted in MCPS buildings and on grounds.
  - d) Are not to routinely use facility equipment and buildings, i.e., telephone, lounges, toilet rooms, parking lots, etc. The MCPS Project Coordinator will designate such facilities authorized for Contractor use.
6. All work shall be scheduled to the mutual satisfaction of the School Administration and the MCPS Project Coordinator to avoid conflicts with school activities.
  7. The building is expected to be occupied throughout the stated period allowed for this work. 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 area must be left safe at all times; the area shall be left clean and ready for use at the end of each work day. The Contractor must remove all debris generated from the premises daily, adhering to **Montgomery County Executive Regulation No.1-15-04AM, 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 (MOSHA) Hazard Communication Standards and the Occupational Safety and Health Administration (OSHA) Hazard Communication Standard must be followed.
  10. Contractor shall restore, patch and repaint areas that components were removed from existing structure to match exist finish.
  11. Upon completion of all work, repair any interior damage as well as exterior damage such as, lawns, landscaping, fences, roads, curbs, sidewalks, parking areas damaged or any other damages that are as a result of the work; restoring damaged items to a condition as good as existed before damaging. Damaged lawns shall be Hydro-seeded or re-sodded; damaged shrubs and trees shall be replaced.
  12. **Failure to perform in accordance with MCPS specifications and industry standards may result in the Contractor being removed from the approved bidder list to participate in future Invitation to Bid for a period of two years.**

H. CHANGES IN THE WORK

- Should it be desired to make alterations or changes at any time during the progress of the work or to add to or delete work, MCPS shall have the undisputed right to make such changes, additions, omissions, or alterations by written order. An MCPS CHANGE ORDER FORM under APPENDIX E must be completed and signed by both MCPS and Contractor’s authorized representative as identified on the form. **All Change Order Forms, Proposals and other supporting documentation relating to additional work must be supplied to the MCPS Project Coordinator within one week from the time the Change Order need is identified. No cost changes 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, with an explanation of justification 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 an MCPS approved extension. If additional work is performed without MCPS written authorization, the Contractor will be subject to reversing said work, or work and/or materials shall remain in place at no cost to MCPS.

This shall be solely at MCPS’ discretion.

- The allowable, all-inclusive mark-up for combine supervision, overhead, bonds, fringe benefits, union fees, equipment, tools and profit for work performed by the prime Contractor will 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 cost for labor materials, overhead, and profit.

- The Contractor shall furnish supporting documentation with all Change Order requests for all credits and/or extras. At a minimum, change order requests shall include a description of the work, detailed material lists, costs of materials (actual Contractor costs, not list prices), man-hours and rates. The same material costs, man-hours and rates, supervision, overhead and profit shall be applied equally to all credits.

I. LATE CHARGES FOR FAILURE TO COMPLETE ON TIME

- MCPS shall retain \$500.00 per each calendar day of delay beyond the completion date(s) stipulated on each proposal, for the first five days. MCPS shall retain \$1,000.00 for each

calendar day thereafter. The late charges shall be assessed by MCPS as a result of the late completion. This shall apply if the Contractor fails to meet any specified target date as identified on each proposal herein unless written approval for extension has been granted by MCPS.

2. Failure to complete the work within the time specified will entitle MCPS to late charges. These charges will be deducted and retained out of any monies due to the Contractor under this contract for the sum stated in the above paragraph for each calendar day required to complete the work beyond the agreed upon and documented completion date. This includes Saturdays, Sundays, and legal Holidays.
3. If necessary to reach a proper stopping place in any portion of work or to complete work within contract time limit, the Contractor shall work overtime both their forces and forces of their Sub-Contractors without additional cost to the contract price. The Contractor shall be responsible for all incidental costs in connection with such overtime work including, but not limited to, MCPS building services staff overtime as required.
4. If work falls behind schedule, as determined by the MCPS Project Coordinator, the Contractor shall provide, at their own expense, additional labor and/or equipment, overtime pay, etc., required to overcome delays including, but not limited to, MCPS building services staff overtime as required.
5. The MCPS Contract Officer will review requests for extension of completion time due to strikes, lack of materials, and/or any other condition, over which the Contractor has no control. Written application for extension shall be made immediately upon occurrence of conditions that, in the opinion of the Contractor requires such an extension, with reason clearly stated and detailed proof for each such delay. The delay of MCPS issuing a purchase order does not automatically alter any completion dates. If in the Contractor's view the delay of a purchase order is having a negative effect on completion of the contract within the dates specified, they must notify MCPS in writing immediately. Using the rationale that a purchase order was issued late, at the conclusion of the work will not be an acceptable reason for requesting a contract extension. No time extension will be allowed except by final written approval of the MCPS Contract Officer. No requests for extension due to weather conditions will be considered unless accompanied by documentary evidence supplied by 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. CONTRACTOR'S 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 Program (CIP) Contract Office Supervisor will represent MCPS in the execution of this contract. No changes in contract conditions or specifications will be made without the Contract Office Supervisor approval and authorization by the Director of the Division of Procurement or his designee.
2. After the award, an MCPS Project Coordinator will be assign who will handle day to day operation and installation coordination. Scheduling work on site after an award of contract must be made through the MCPS Project Coordinator.
3. The MCPS Project Coordinator is 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 Contract 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 Contract Office Supervisor, copy to the Division of Procurement or his/her designee;
  - j) Issue notices to the Contractor to proceed with the 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, 1 – Change Orders).
4. The MCPS Project Coordinator is **not authorized** to make determination that alters, modify terminate or cancel the contract, affect procurement, interpret ambiguities in the contract language, or waive MCPS contractual rights.

**L. QUALITY ASSURANCE**

1. The intent of the following specifications is to establish quality standards and experience requirements for the installation of all various commercial electrical work including but not limited, cabling installation assignments (PA, fire alarm security, and electrical), installation and repairs of electrical and electrical life safety equipment in MCPS buildings and portable classrooms as required by MCPS.
2. The Contractor must be regularly engaged in the type of work to be performed as specified herein and has a minimum of five years' experience. Appropriate licensed trade persons shall perform all trade work. A copy of these licenses must be submitted to the MCPS Project Coordinator prior to performing any work.

**M. PROJECT CLOSE-OUT**

1. Initial Installation Punch-out
  - a) The Contractor shall notify the MCPS Project Coordinator **in writing** that the work is ready for punch-out inspection. Punch-out shall occur sufficiently in advance of the installation **completion date as specified on the proposal**, to afford the Contractor time to rectify punch list corrections. Before calling for a punch-out, all installations shall be completed and all areas shall be clear of construction materials and debris.
  - b) During punch-out, the following individuals shall be present:
    - 1) Authorized representatives of MCPS
    - 2) Contractor
  - c) Upon completion of a punch-out, a written punch list shall be prepared by the Contractor and submitted to MCPS within five workdays.
2. **The Contractor is entitled to one punch-out inspection and one final inspection for each installation.** Any additional inspections by MCPS staff due to the Contractor's failure to complete the punch-out items will result in deductions of costs incurred by MCPS for such inspections from the Contractor's final invoice.
3. The Contractor shall notify the MCPS Project Coordinator **in writing** for a final inspection once all related punch list items have been 100% completed. All punch-out and final inspections shall be performed well in advance of the completion date to allow for corrections. **Late fees shall accrue until all punch list items are 100% complete.**

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

The successful Contractor(s) shall be required to supply and furnish all labor and/or materials to perform general electrical repairs, replace and install various commercial electrical system components, including installations and repairs to life safety electrical components, kitchen suppression systems fire doors/curtains, fire door magnets and interlock with fire alarm systems, etc. The Contractor(s) may be called upon to provide a supplemental resource to the MCPS electrical technicians for other electrical projects. **MCPS reserves the right to provide materials for some projects, however this will be non-typical.**

**B. SCOPE**

The scope of work under this bid is to perform general electrical work at various locations (approximately 220 schools and offices) throughout Montgomery County Public Schools (MCPS). The work is typical for an electrical contractor with experienced licensed electricians and will include, but is not limited to, the following;

1. Provide skilled and non-skilled labor service to complete specific electrical projects in conjunction with fire code corrections, renovations, additions, demolition, fire damage, and modifications at MCPS facilities as requested. Within the scope of this work the awarded Contractor(s) would be responsible for providing the labor, material and supervision to complete all project as specified and in a timely fashion.
2. No work shall be performed without the authorization of the MCPS Project Coordinator. This includes work that is initiated by any other persons such as school, office, PTA, organization staff, or any other individuals. Any work inappropriately authorized and performed without the MCPS, Project Coordinators and Supervisor authorization will be removed and/or remain in place at no cost to MCPS at MCPS discretion.
3. Respond to a request for proposal meeting within 48 hours or as determined by the MCPS Project Coordinator.
4. Provide proper supervision for all personnel at the site.
5. Provide licensed, experienced and properly trained personnel.
6. Provide materials to complete the project utilizing the specifications and/or MCPS approval of substitutions.
7. Provide any and all equipment necessary to perform various tasks. MCPS will consider funding non-typical equipment rental on case by case bases.
8. Perform all work with minimal disruptions and inconvenience to MCPS students and staff. Coordinate all scheduling of work with the designated MCPS Project Coordinator. All disruptions to the normal facility operations such as power outages shall be scheduled well in advance with the MCPS Project Coordinator.

9. Protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation at all times during the course of each project. Any property or incidentals damaged during the course of the work shall be repaired or replaced to the satisfaction of MCPS.
10. Ensure that all employees report to the main office to sign-in and sign-out. In the event of three or more individuals, the lead employee may act on behalf of the company. All employees shall wear a company badge and/or uniform while working within the building that plainly identifies the company.
11. Removing all debris from the site and clean affected areas and properly disposing of debris daily. The Contractor(s) shall keep the premises free of debris and unusable materials resulting from their work and shall leave all affected areas as they were prior to the beginning of the work.
12. Take all actions necessary to safeguard their own materials, tools, and equipment. MCPS shall not assume any responsibility for vandalism and/or theft of materials, tools and/or equipment.
13. Perform all work in compliance with the various safety authorized/organizations such as but not limited to; OSHA, MOSHA, AHERA, local codes and regulations and MCPS.
14. Perform electrical repairs and new electrical work at MCPS facilities as requested. This will include, but not limited to:
  - a. Troubleshoot the Problem  

Identify the cause of the problem, the components affected, and perform the repairs and installations in a professional and timely manner.
  - b. Associated Work  

It is the responsibility of the Contractor(s) to provide for and coordinate the work of any other trade, as required to complete their work. MCPS must be notified if another trade is required to facilitate and/or complete the work prior to them being brought on site.
  - c. Obtain all required permits and pay all fees. Make application of behalf of MCPS as their representative.

### C. SPECIAL QUALIFICATIONS

1. Bidders who have a minimum of 5 years' experience with one of these hood suppressions manufactures; Ansul, Pyrochem or Range Guard and/or other life safety equipment certification will be eligible to provide proposals for these types of repairs and installations. **BIDDER MUST PROVIDE MANUFACTURERS' CERTIFICATION AND/OR TRAININGS WITH THEIR BID SUBMISSION.**



2. Bidders who can document to MCPS satisfaction that they possess the knowledge and experience to install/repair various life safety equipment/system control interlocks to various hood suppression and fire alarm systems will be eligible to provide proposals for this type of work. **BIDDER MUST PROVIDE WRITTEN CERTIFICATION OF EXPERIENCE AND KNOWLEDGE WITH THEIR BID SUBMISSION.**
3. Bidders who can document to MCPS satisfaction that they possess the fire alarm system knowledge, experience and training to perform various repairs, modifications and servicing of various types of fire alarm systems will be eligible to provide proposals for this type of work. **BIDDER MUST PROVIDE WRITTEN CERTIFICATION OF EXPERIENCE, KNOWLEDGE AND TRAINING WITH THEIR BID SUBMISSION.**

**D. PERMITS**

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.

**E. CUTTING AND PATCHING**

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

**F. ELECTRIC POWER AND LIGHT**

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

**Project Work Safety Plans**

Contractor shall submit work project safety plans for all project coordinator before the start of any work. All work safety plan shall be in accordance with all Federal, State of Maryland and Montgomery County Government laws and requirements.

**APPENDIX A**

**SEE NEW MBE DOCUMENTS ATTACHED**

**APPENDIX B**

IAC/PSCP FORM 306.2a

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

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**

**(2 Pages)**



**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, COMTROLLER**

**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 PROCEDURES, SHELTER/LOCKDOWN**

## ***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 a *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**

**Montgomery County Public Schools**

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

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

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

Change to original scope  Increase scope  Designer Errors  DPS  Design Changes

**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 Acceptance)

\_\_\_\_\_  
Title (Date)

\_\_\_\_\_  
(MCPS Representative Request)

\_\_\_\_\_  
Title (Date)

\_\_\_\_\_  
(MCPS Contracts Supervisor Review)

\_\_\_\_\_  
Title (Date)

\_\_\_\_\_  
(MCPS Division of Procurement approval)

\_\_\_\_\_  
Title (Date)

**APPENDIX F**

**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/standards/scopes/programs.htm>

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 G**

**Montgomery County Public Schools  
Office of Facilities Management**

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

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

\_\_\_\_\_  
**(MCPS Project Coordinator Approval)** \_\_\_\_\_  
**(Date)**

\_\_\_\_\_  
**(Authorized Contractor Representative Agreement)** \_\_\_\_\_  
**(Date)**

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

**APPENDIX H**

**QUOTATION FORM (Page 1 of 4)**

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

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Bidder shall supply all required information in the space provided. Provide only one price in each space provided. DO NOT ALTER THE QUOTATION FORM IN ANY WAY! **Failure to comply with all requirements shall be considered non-responsive and disqualify your bid.** Hourly labor rates supplied must be all inclusive, including, but not limited to, union fees, workman’s compensation, insurance, benefits, etc. Supply hourly labor rates in the space provided for the following categories.

**RATES:** Regular rate will represent work performed Monday through Friday, 6:00 a.m. until 6:00 p.m. Overtime rate will represent work performed Monday through Friday 6:01 p.m. until 5:59 a.m., including weekends and all MCPS holidays.

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	<u>Regular Rate</u>	<u>Overtime Rate</u>
1. <u>Licensed Master Electrician:</u>	\$ _____	\$ _____
2. <u>Licensed Journeyman Electrician:</u>	\$ _____	\$ _____
3. <u>Licensed Apprentice Electrician:</u>	\$ _____	\$ _____
4. <u>General Laborer:</u>	\$ _____	\$ _____
5. Percentage Over Direct Cost: _____%		

(Contractor(s) will be required to submit original invoices for material)

**QUOTATION FORM – CONTINUED (Page 2 of 4)**

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

MCPS has introduced a new program geared to offer our scholars the opportunity to gain experience with employers before they leave high school by participating in programs such as apprenticeship, internship, site-based work experience and other available programs.

If awarded for the subject bid will be interested willing to offer an MCPS student this opportunity.

If so would you please open the below link and fill out the google sheet, if you are not able to participate please respond to this email at your earliest convenience.

<https://www.montgomeryschoolsmd.org/departments/work-based-learning/employers/>

A negative reply will not adversely affect consideration of your contract.

Yes, I am interested \_\_\_\_\_

No, I am unable to participate \_\_\_\_\_

**PLEASE IDENTIFY BELOW IF YOUR COMPANY IS QUALIFIED AND POSSESS THE EXPERIENCE AS SPECIFIED HEREIN TO PERFORM LIFE SAFETY SYSTEM REPAIRS SUCH AS FIRE ALARM SYSTEM, KITCHEN HOOD SUPPRESSIONS SYSTEM, ETC.**

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

**IF YES, PROVIDE WITH YOUR BID ANY LIFE SAFETY SYSTEM CERTIFICATIONS, TRAINING, LETTER OF EXPERIENCE, ETC. WITH YOUR BID SUBMISSION.**

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

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

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

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

**QUOTATION FORM – CONTINUED (Page 3 of 4)**

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

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

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

- **HAS BIDDER INCLUDED WITH THE 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 \_\_\_\_\_

- **IS A COPY OF THE MARYLAND CONSTRUCTION BUSINESS LICENSE SUPPLIED WITH BID SUBMISSION?**

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

- **HAS BIDDER FAMILIARIZED THEMSELVES WITH THE ANNOTATED CODE OF MARYLAND SECTION 11-722 AND HAVE SCREENED THEIR WORK FORCES,**

**QUOTATION FORM – CONTINUED (Page 4 of 4)**

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

- **HAS BIDDER COMPLETED CONTRACTOR OBLIGATION REGARDING CRIMINAL RECORDS OF INDIVIDUALS ASSIGNED TO WORK AT MCPS PROPERTIES AND FACILITIES? ENSURING NO REGISTERED SEX OFFENDER WILL BE PERFORMING WORK AT ANY MPS FACILITY?**

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

- 
- **IS A COPY OF MONTGOMERY COUNTY MASTER ELECTRICIANS' LICENSE SUPPLIED WITH BID SUBMISSION?**

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

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

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

**CHECK OFF LIST FOR MANDATORY BID SUBMITTAL**

**Mandatory Submittals Check List:**

- \_\_\_\_\_ **Signed Invitation for Bid**
- \_\_\_\_\_ **Quotation Form (Pages 1-4)**
- \_\_\_\_\_ **Addendums(s) and Erratum(s) (If any, contractor is responsible to confirm!)**
- \_\_\_\_\_ **MBE Attachments D1 through D10**
- \_\_\_\_\_ **Statement of Experience**
- \_\_\_\_\_ **State of Maryland Construction Business License**
- \_\_\_\_\_ **Bid Security (Surety Letter)**
- \_\_\_\_\_ **References**
- \_\_\_\_\_ **State of Maryland Master Electrician License**
- \_\_\_\_\_ **State of Maryland Business Electrician License**