

**Division of Procurement  
MONTGOMERY COUNTY PUBLIC SCHOOLS  
45 West Gude Drive, Suite 3100  
Rockville, Maryland 20850**

**INVITATION FOR BID # 9768.1  
ELECTRICAL STAGE LIGHTING, RIGGING  
AND DIMMER CONTROL REPLACEMENT  
AT GAITHERSBURG MIDDLE SCHOOL**

**GENERAL CONDITIONS AND SPECIFICATIONS**

**I. GENERAL CONDITIONS**

**A. SCOPE**

The work includes removing, furnishing, delivery, and complete installation of equipment and systems as specified herein and on the drawings for the Stage Lighting and Dimmer Control System Renovations including all electrical, rigging and general construction type work, that when finished, shall be complete and coordinated whole and ready for satisfactory service. All work required under this bid will be performed at:

**Gaithersburg Middle School,  
2 Teachers' Way Gaithersburg, Maryland 20877  
Tel: 240-740-4950**

**B. INTENT**

1. It is the intention of these specifications to fully cover the furnishing of materials and labor for stage rigging, lighting dimmer and control system replacement, adhering to Montgomery County Public Schools (MCPS) specifications herein and manufacturer's installation instructions. This shall include the removal and disposal of all existing equipment as required. **The successful contractor will be required to submit the Asbestos Free Material Verification Form as applicable and required herein (See General Conditions Section K and APPENDIX G).**
2. **Bid prices offered shall be all inclusive, including but not limited to labor, equipment and miscellaneous materials to satisfy all specification requirements herein. 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, the National Fire Protection Association, and all other boards or departments having jurisdiction. These regulations and standards will be further considered a part of these specifications and conditions. Any items or requirements noted herein and in excess of code requirements permitted under the code shall take preference. The contractor shall furnish and install any additional items required by the same, whether or not particularly shown or specified.

**C. AWARD**

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

**D. SITE INSPECTION**

The potential bidder(s) will be required to inspect the work site before bidding. Please call the main office to schedule a time to visit. The contractor must report to the main office to contact the Building Service Manager prior to performing inspection. The bidder shall carefully review the site location drawings and specifications before submitting their bid. Upon discovery of any errors, discrepancies, or omissions in these specifications or any discrepancies found between the specifications and the physical conditions at the site, the bidder shall notify the project coordinator in writing. When the bid has been submitted and received, it shall be understood that the work site has been inspected and the bidder 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 any and all laws, codes, regulations, etc., that are applicable. The bidder shall submit a **written report** to Mrs. Laly Bowers at [Laly\\_A\\_Bowers@mcpsmd.org](mailto:Laly_A_Bowers@mcpsmd.org) and [procurement@mcpsmd.org](mailto:procurement@mcpsmd.org) upon identifying any condition which might prevent performance of the work in the manner intended, but no fewer than four working days prior to bid opening. **Failure to do so will not relieve the contractor of the obligation to furnish all materials and labor necessary to fully carry out the provisions of the bid documents if awarded.**

**E. SCHEDULE/RESTRICTIONS**

1. **The project shall be completed and ready for use by December 31, 2023.** 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. All work is to be totally completed on/or before the stated completion date identified and accepted on each proposal. This includes, but is not limited to, final inspections by MCPS staff, all cleaning task, punch-out work, etc. Late charges will be deducted for failure to meet any target dates without an MCPS approved extension. (See "Late Charges for Failure to Complete on Time" under **Contract Administration.**)
2. Normal Work Periods

Work may be performed upon the school Administrators approval on regular school days. **Monday through Friday, 6:00 A.M. through 8:00 P.M.** (MCPS Building Services 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). 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 and will require the contractor to perform such work at premium labor rates.

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 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. 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, Code Shelter/Lockdown. It is the contractor's responsibility to familiarize themselves and their representative(s) regarding the Shelter/Lockdown Procedures. These procedures are subject to change to meet MCPS requirements.
3. The contractor shall have at the work site, a reasonable amount of materials that will allow them to quickly secure the work area and/or secure buildings as required for the type of work being performed.

**G. WARRANTY/SERVICES/REPAIRS**

1. The specifications required that the project workmanship and materials shall be guaranteed for period as stated under Detailed Specifications Warranty 1.1. Any longer term warranty and/or guaranteed offered as standard from product manufacturers shall be included. The contractor shall supply labor and materials for warranty replacements throughout the two year period. Final payment will be made once the installation is completed and operations have been witnessed and accepted by MCPS. The warranty shall begin on the date the MCPS project coordinator approve the contractor's final invoice for payment.
2. 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 will be grounds for exclusion from future bidding.
3. Upon completion of the projects, the point of contact may change between the MCPS project coordinator and the contractor when identifying and resolving warranty claims during the warranty period.

**H. 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 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-type identified. Upon MCPS evaluation, if it is determined that the offered “equal” item is not to the proto-type the successful bidder shall be required to provide the MCPS identified proto-typed 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.
4. If an item specification shows code or model that has been discontinued, the bidder shall so state and indicate the current cod or model number

**I. MATERIAL**

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

**J. DELIVERY**

Prices shall include all delivery costs as required to ship materials to various locations throughout Montgomery County. All deliveries must be prepaid FOB destination and in no case will collect shipments to be accepted. All pricing must be all-inclusive; no travel time or delivery charges will be accepted.

1. Normal Work Periods

Work may be performed upon the school Administrators approval on regular school days. **Monday through Friday, 6:00 A.M. through 8:00 P.M.** (MCPS building services personnel are normally on site during these hours)

## 2. Special Work Period

Work may be performed on evenings, weekends, or holidays with MCPS approval; however, the contractor shall reimburse MCPS for the overtime cost of having MCPS' building services staff on site. These overtime cost will be tracked and deducted from the contractor's final invoice. See "Overtime Reimbursement Agreement", under **APPENDIX C**.

**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 pipiping, wall, etc.)
- Mastics
- Plaster
- Roofing System Components
- Asphalt, Felts, Cap Sheets, Shingles, etc.
- Spackle
- Toilet Partitions
- Window Glazing

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

The contractor shall provide required laboratory analysis report(s) and completed "Asbestos Free Material Verification Form" herein (see APPENDIX G) 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.

**K. DESCRIPTIVE LITERATURE**

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

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

**L. DEVIATIONS**

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

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

1. Bid Documents

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

2. Quotation Form

- a. Quotations are to be entered on the Quotation Form supplied under **APPENDIX H Faxed quotations are not acceptable. SEALED BIDS ONLY.** This solicitation shall be valid for acceptance during a period of no less than 90 days from date of opening. If there is a discrepancy between the unit cost and total unit cost, the unit cost shall prevail.
- 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.

## 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 with MCPS website under the event calendar (<http://www.montgomeryschoolsmd.org/departments/procurement/>) or contact the Division of Procurement email to [Laly A Bowers@mcpmd.org](mailto:Laly_A_Bowers@mcpmd.org) and [Procurement@mcpsmd.org](mailto:Procurement@mcpsmd.org) 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. License/Certifications (TO BE SUBMITTED WITH BID)

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

## 5. Statement of Experience

The contractor shall provide statement of experience with bid proposal. See “Contract Administration Section; K Quality Assurance” for more information. Failure to provide required documentation will disqualify bid proposal.

6. **The goal has been set for 5% MBE participation. Attachment A and B of the MBE PROCEDURES (Attachment D) 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)**

**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 will be an extensive effort required on the part of the bidder to ensure compliance with the procedures to rationalize a review of an MCPS waiver request.**

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

All MCPS contracts must include the following provisions:

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

Maryland Law requires that any person who enters into a contract with a county board of education "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender. Under § 11-722 of 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 \$5,000 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; 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.

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 sub-contractor 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, sub-contractors 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 Division of Procurement 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.

**O. 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://procurement.maryland.gov/>, regardless of the award outcome for this project as it is a valuable resource for upcoming bid notifications for municipalities throughout Maryland.

**P. BID SECURITY**

1. **Bids in excess of \$100,000.00 shall be accompanied by a Bid Security in the form of Bid Bonds (A.I.A. Document A310), in the amount of 10% of the bid, naming Montgomery County Board of Education as Obligee.** A certified check in the amount of 10% of the bid will be accepted in lieu of the Bid Bond. Where certified check is furnished, the contractor shall attach the following statement from a **Maryland licensed bonding company** signed by an authorized representative of the bonding company:

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

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

**Q. AWARD CRITERIA**

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

**R. 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 or by 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 MCPS Board of Education will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its bid. The web site address for the MCPS Division of Procurement is <http://www.montgomeryschoolsmd.org/departments/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** to resolve and receive clarification with copies to Laly Bowers, Buyer II, and the MCPS capital improvements supervisor.

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 may not be considered. MCPS may request additional references. **Note: ALL BIDDERS must provide references including bidders currently engaged in business with MCPS.**

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

T. **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.
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 Supervisor. Pending 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. Issues raised during this meeting, which cannot be solved 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 Payments 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 \$100,000.00 or more by the contractor. Note: Failure to supply the Contract Securities as specified will be considered a contract violation and shall be grounds for contract cancellations.

**C. POST BID SUBMISSIONS**

1. In addition to the license required with the bid response, the apparent low bidder may be required to supply **within 48 hours** after MCPS request, applicable business and additional contractor's licenses, 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 disqualify your bid proposal.
2. **Sub-Contractors**
  - a. The successful bidder shall supply a complete list of all sub-contractors for evaluation by MCPS. This list must be submitted within two workdays after MCPS makes the request. Failure to do so will be grounds for termination of 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, proof of their financial stability and experience to perform the particular work for which they will be engaged. All contractual agreements between the Contractor and their sub-contractors shall be written, unamended, on the Standard Form of Agreement between Contractor and sub-contractor, AIA Document A401 (most recent Edition).

Upon request the contractor shall supply copies of this contract to MCPS within five working days.

- c. MCPS acceptance of sub-contractors in no way relieves the contractor from being responsible for the total and complete performance of the work for the project; i.e., failure of the sub-contractors to satisfactorily perform the work in a timely fashion is contractor's responsibility and not that of MCPS.

### 3. **Minority Business Enterprise (MBE) in Public Schools**

- a. **The goal has been set for 10% MBE participation. Attachment D pages D1 through D10 of the MBE PROCEDURE (APPENDIX A) reflecting minimum 10% MBE participation shall be submitted with your bid. *If these forms are not submitted with your response, your response may be deemed non-responsive and not considered for award.***
- b. **MCPS expect all bidders to make the essential effort to meet or exceed the established MBE goal for this Invitation For 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 will be an extensive effort required on the part of the bidder to ensure compliance with the MBE procedure to rationalize a review of an MCPS waiver request.**

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

- a. Insurance

See Article XXI of the General Stipulations and Instructions to Bidders. The successful contractor shall submit an actual certificate of insurance made in favor of MCPS within five working days after Award Notification.

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

### 5. **Invoicing**

- a. Bidder shall submit invoices to the MCPS project coordinator, Division of Design and Construction, preferred electronically via email or regular mail to the project coordinator, Montgomery County Public Schools, 45 West Gude Drive, Suite 4300, Rockville, Maryland 20850 for payment approval. All invoices shall identify pertinent information such as purchase order number and building name where work

was performed. The MCPS project coordinator shall submit invoices and receiving reports to the Division of Controller to process payments, and shall specify final or partial payments.

- b. 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 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 as specified and accepted by the MCPS project coordinator.
- c. Partial payment invoices shall be accompanied by a detailed 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 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.

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. **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.

#### E. **PERFORMANCE**

1. The contractor shall have on the job site at least one person fluent in English and at least one person who has an MCPS badge at all time.
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 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 floor 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 provide direction to the crew at all times
5. Contractors and employees:
  - a. Contractors are required to have **all employees shall complete the fingerprinting and background check, so they can receive an MCPS contractors' 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 contractors' employees must wear a badge while on site.
  - b. Use of any form of tobacco products, liquor and/or illegal drugs is not permitted in MCPS buildings and on grounds.
  - c. Are not to routinely use facility equipment and buildings, i.e., telephone, lounges, toilet rooms, parking lots, etc. The MCPS project coordinator will designate such facilities authorized for contractor use.
6. All work shall be scheduled to the mutual satisfaction of the school administration and the MCPS project coordinator to avoid conflicts with school activities.
7. The building is expected to be occupied throughout the stated period allowed for this work. 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 clean and ready for use after work is completed. The contractor must remove all debris generate by the work from the premises daily, adhering to **Montgomery County Executive Regulation No. 1-15 AM Residential and Commercial Recycling, COMCOR 48.00.03 Solid Waste and Recycling.** The contractor shall keep track of all recyclable material such as metal, cardboard, commingle, yard waste, concrete, asphalt, and others. The contractor shall provide a monthly report to the MCPS recycling manager, Mr. John Meyer via email [John.MeyerIII@mcpsmd.org](mailto:John.MeyerIII@mcpsmd.org) that includes the weight, dates and the facility to which the materials were taken to be recycle.
9. Installation must be performed in strict compliance with the latest local, state and federal regulations having authority. The Occupational Safety and Health Administration Hazard Communication Standards must be followed.
10. Upon completion of all work, repair lawns, landscaping, fences, roads, curbs, sidewalks, parking areas damaged as a result of the work; restoring damaged items to condition as good as existed prior to damaging. Damaged lawns shall be re-sodded; damaged shrubs and trees shall be replaced.
11. Field measurements are required.
12. Failure to perform in accordance with MCPS specifications, drawings and industry standards may result in the contractor being removed from the approved bidder list to participate in future Invitations for Bid for a period of two years.



F. CHANGES IN THE WORK

1. Should alterations or changes be necessary at any time during the progress of the work or to add to or delete work, MCPS shall have the undisputed right to make such changes, additions, omissions, or alterations by written order. An MCPS CHANGE ORDER FORM under **APPENDIX E** must be completed and signed by both MCPS and the contractor’s authorized representative as identified on the form. All change order forms, proposals and other supporting documentation relating to additional work must be supplied to the MCPS project coordinator within one week from the time the change order need is identified. No cost increases to contract will be paid without a completed Change Order Form signed by both parties. Approved change orders do not automatically revise completion dates. It is the contractor’s responsibility to provide a written request for extension with an explanation of justification as they deem necessary. Using approved 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 and/or written change order, the contractor will be subject to reversing said work, or work and materials should remain at no cost to MCPS. This shall be solely at MCPS’ discretion.
  
2. The allowable, all-inclusive mark-up for combined 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 0%

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.

3. The contractor shall furnish supporting documentation with all change order requests all credits and/or extras. At a minimum, change order request 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.

G. LATE CHARGES FOR FAILURE TO COMPLETE ON TIME

1. MCPS shall retain \$500.00 per each calendar day of delay beyond the completion date(s) stipulated on the contract, 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(s) as identified herein unless a written approval for extension has been granted by MCPS.

2. Failure to complete the work within the time specified will entitle MCPS to late charges. These charges will be deducted and retained out of any monies due 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 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 staff 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 staff overtime as required.
5. The MCPS contract 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 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 Contracting Supervisor. 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.

#### H. 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 \$35.00 per hour depending on the individual working. This rate is estimated and could either be more or less than the quoted overtime rate. All overtime work must be requested **in writing** to the MCPS project coordinator, at least 48 hours in advance. This will allow MCPS staff sufficient time to coordinate the required building service staff participation. The Overtime Reimbursement Agreement under **APPENDIX F** 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.

**I. MCPS CONTRACTING SUPERVISOR/PROJECT COORDINATOR**

1. The capital improvement supervisor will represent MCPS in the execution of this contract. No changes in contract conditions or specifications will be made without the capital improvement supervisor's approval and authorization by the director of the Division of Procurement or his/her designee.
2. After award the MCPS project coordinator will be assigned to 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 capital improvement supervisor; and to the director, 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 capital improvement supervisor; and to the director, Division of Procurement or his designee;
  - j. Issue notices to the contractor to proceed with the project after receiving signed change order as required.
4. The MCPS project coordinator is **not** authorized to make any determination that alter, modify, terminate or cancel the contract, affect procurement, interpret ambiguities in the contract language, or waive MCPS' contractual rights.

**J. PROJECT CLOSE-OUT**

1. Initial Installation Punch-out
  - a. The contractor shall notify the MCPS project coordinator **in writing** that the work is ready for punch-out inspection. Punch-out shall occur sufficiently in advance of the installation **completion date** as specified in the contract to afford the contractor time to rectify punch list corrections. Before calling for a punch-out inspection, all work 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 inspection by MCPS staff due to the contractor's failure to complete the punch-out items will result in deductions of costs incurred by MCPS for such inspections from the contractor's final invoice.
  3. The contractor shall provide written warranty statement indicating start and end of warranty dates. Warranty document shall be signed by both the contractor and the MCPS project coordinator. The starting date shall be the date the final invoice for payment to the contractor is approved and signed by the MCPS project coordinator.

#### **K. QUALITY ASSURANCE**

1. The contractor shall perform all installations in accordance with MCPS specifications herein and the manufacturer's installation procedures, and in compliance with all applicable codes. Factory authorized installer of the dimmer system offered shall perform all installations. Upon completion of the project the bidder shall schedule an inspection of the installation by a representative of the dimmer system manufacturer to verify compliance and acceptance of the installation.

This inspection must be documented in writing to MCPS. Final payment will not be made until MCPS receives this documentation.

2. The contractor shall be a manufacturer's authorized installer/representative for the brand of dimmer system offered. The contractor shall provide written documentation of their certification with their bid submittal.
3. The work performed under this bid shall be the responsibility of a single contractor who shall perform overall project coordination.
4. The successful contractor shall be regularly engaged in the installation of stage lighting dimmer, control systems and stage rigging that are similar to those specified herein and have been in business for a minimum of five years, with experience. **Appropriately licensed trade persons shall perform all trade work. A copy of these licenses must be submitted to the MCPS project coordinator prior to performing any work. Bidder must provide a letter of information showing the number of years' experience in the principle trade of work to be included in their bid submission.**

III. DETAILED SPECIFICATIONS

A. GENERAL

INTENT

The detail specifications provided under **Attachment A** are intended to cover the replacement of the existing stage lighting, rigging and dimmer control system as indicated for Gaithersburg Middle School. The contractor is to include all required labor, materials and equipment to replace the existing stage lighting, rigging and dimmer control as indicated herein including but not limited to, the removal of the existing stage lighting, rigging and all materials as necessary to make the project whole and complete as specified. The contractor shall perform all work in compliance with MCPS and manufacturer's installation instructions, recommendations, and specifications herein. The bidder shall perform all work in a professional manner, adhering to all applicable codes, laws, safety regulations and established industry standards.

**ATTACHMENT A**

**GAITHERSBURG MIDDLE SCHOOL**

**SEE ATTACHMENTS**

1. Specifications Gaithersburg Middle School
2. TL1 Dimming and Control Resir
3. TR0
4. TR1 Rigging Elevation
5. TR2 Plan View
6. TR3 Rigging Detail Layout

**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**

**(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**

# ***Emergency Preparedness Procedures***

## ***Key Points for Lockdown-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 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  
Division of Design and Construction**

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

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

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

Change to original scope of work       Additional work

**General description of work to be performed:**

<b>Attach detailed proposal with change order</b>	<b>FOR THE TOTAL SUM OF:</b>	<b>\$</b>

**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.**

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

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

\_\_\_\_\_  
(MCPS Capital Improvement Supervisor Approval)      Title \_\_\_\_\_ (Date) \_\_\_\_\_

**APPENDIX F**

**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 Capital Improvement Supervisor Approval) (Date)



## APPENDIX G

### 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 For Bid #

\_\_\_\_\_  
Date

**APPENDIX H**

**QUOTATION FORM**

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

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**ALL REQUESTED INFORMATION BELOW MUST BE COMPLETED. FAILURE TO DO SO WILL BE CONSIDERED NON-RESPONSIVE AND DISQUALIFY YOUR BID.** Bidder shall supply with bid submission, manufacture literature for models offered and provide all requested information in the space provided. Costs shall be all inclusive, but not limited to all required delivery, labor, installation materials, equipment, accessories, etc. **Do not alter this form in anyway.** Supply one manufacture and price in appropriate spaces provided.

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**STAGE LIGHTING, RIGGING AND DIMMER CONTROL  
REPLACEMENT AT GAITHERBURG MIDDLE SCHOOL**

**ITEM**

**DESCRIPTION**

1.

**Base Bid**

**Replacement of existing stage lighting, dimmer and rigging system as specified herein and on the drawing.**

**Dimmer Equipment Manufacturer Offered**

---

**Total Cost \$** \_\_\_\_\_

2.

**Hourly Rate as May be required for Electrician \$** \_\_\_\_\_

3.

**Hourly Rate as May be required for Electrician Helper \$** \_\_\_\_\_

**APPENDIX H**

**QUOTATION FORM – CONTINUED (Page 2 of 3)**

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

- **HAS THE CONTRACTOR IDENTIFIED AND DOCUMENTED FROM THE MANUFACTURER(S) THAT ALL EQUIPMENT AND MATERIALS WILL BE AVAILABLE IN SUFFICIENT TIME FOR THE CONTRACTOR TO PERFORM AS SPECIFIED AND MEET THE COMPLETION DATE OF THE CONTRACT?**

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

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

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

- **HAS THE BIDDER INCLUDED WITH THEIR BID MANUFACTURER'S LITERATURE FOR THE DIMMER SYSTEM AND LIGHT FIXTURES OFFERED?**

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

- **IS THE BIDDER A MANUFACTURER AUTHORIZED REPRESENTATIVE AND INSTALLER OF THE DIMMER SYSTEM OFFERED AND HAVE THEY PROVIDED WITH THE BID, A MANUFACTURER'S LETTER VERIFYING THEY ARE AN AUTHORIZED INSTALLER?**

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

- **IS A COPY OF THE MARYLAND 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 \_\_\_\_\_

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

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

- **HAS THE BIDDER CAREFULLY REVIEWED THE BIDDING DOCUMENTS AND DRAWING AND CLEARLY UNDERSTANDS THE SCOPE OF WORK REQUIRED?**

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 \_\_\_\_\_

**CHECK OFF LIST FOR MANDATORY BID SUBMITTAL**

**Mandatory Submittals Check List:**

- \_\_\_\_\_ **Signed Invitation for Bid, including Non-Debarment Acknowledgement**
- \_\_\_\_\_ **Quotation Form, (Pages 1-3)**
- \_\_\_\_\_ **Addendum(s) and Erratum(s) (If any, contractor is responsible to confirm)**
- \_\_\_\_\_ **MBE Attachments A and B**
- \_\_\_\_\_ **Maryland; Construction Business License**
- \_\_\_\_\_ **Letter of Experience and years in Business as specified**
- \_\_\_\_\_ **Bid Bond**
- \_\_\_\_\_ **Reference**