

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

**INVITATION FOR BID #9781.1
CHAIRLIFT MODERNIZATION AT JULIUS WEST MIDDLE SCHOOL
AND WESTLAND MIDDLE SCHOOL**

GENERAL CONDITIONS AND SPECIFICATIONS

I. GENERAL CONDITIONS

A. SCOPE

The work includes removing, furnishing, delivery, and complete modernization of two (2) ADA Chairlift replacement as specified herein including all electrical 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:

**Julius West Middle School, 651 Great Falls Road, Rockville, Maryland 20850
Tel #: 301-337-3400**

**Westland Middle School, 5511 Massachusetts Avenue, Bethesda, Maryland 20816
Tel #: 240-740-5850**

B. INTENT

1. It is the intention of these specifications and drawings to fully cover the furnishing of materials and labor for two (2) ADA Chairlift replacements, adhering to Montgomery County Public Schools (MCPS) specifications herein and the 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 I)**
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 price 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, with special attention to ADA requirements. Review and understand Factory Mutual (FM) requirements and resolve all conflicts between the FM specifications and MCPS specifications. These regulations and standards will be further 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. All deliveries must be prepaid to the destination (FOB destination); 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 award this contract to the bidder(s) submitting the most favorable price with consideration being given to any previous performance for the Board of Education as to the quality of service, acceptable merchandise, and with regard to the bidder's ability to perform should it be awarded the contract. However, the Board of Education reserves the right to make awards according to the best interest of the Board of Education of Montgomery County, Maryland.
2. Wherever the term "provide" is used, it shall mean, "furnish and install in place, complete in all details".

D. SITE INSPECTION

The successful Contractor shall inspect the worksite 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 their inspection. The bidder shall carefully review the 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 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 Stephanie Dorah, Buyer II, immediately upon identifying any condition which might prevent installation of the equipment or performance of the work in the manner intended no 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 provision of the contract documents.

E. SCHEDULE

1. The ADA Chairlifts shall be installed, operational and State accepted for use on/or before **August 15, 2025**. Work on-site can begin on **June 18, 2025** with the approval of the MCPS Project Coordinator. If the official school year is altered, the completion dates affected will be adjusted proportionately. Earlier start date may be allowed if requested by the Contractor and approved by the MCPS Project Coordinator. This project shall be 100% completed as specified and accepted by the MCPS Project Coordinator on or before **August 22, 2025**. This includes, but is not limited to, all closeout tasks; punch out corrections completed and accepted, final inspections, demonstrations, training, documentation, equipment, etc. **Since this bid requires custom fabricated equipment, the Contractor must verify that they can provide all materials necessary to meet the schedule as specified. This schedule is the essence of this bid.** 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, Section G.**) A comprehensive work schedule will be developed with the successful Contractor and the MCPS Project Coordinator to satisfy the identified completion dates. A purchase order issued and signed by the director of the Division of Procurement will be

the Contractor's authorization to proceed. All work is to be totally completed on or before the stated completion date identified. This includes but is not limited to, all cleaning tasks, punch-out work, operational demonstration to the satisfaction of MCPS, and final inspection by MCPS staff. Should conditions of the existing well hole require remedial measures, the schedule will be re-evaluated and will be adjusted by Change Order.

2. The Contractor may commence any of the preparatory work, i.e., shop drawings, ordering of equipment and materials, etc., upon receipt of a Pre-Award Notification letter from the Division of Procurement.
3. The Contractor shall maintain an adequate labor force on the work-site from the start of the project until the completion in order to satisfy the schedule. MCPS expects the work to proceed uninterrupted with regard to labor and material availability. The Contractor shall inventory materials as they are received from the manufacturer and not wait until work is underway to determine if inventory is sufficient.

4. 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 Contractors final invoice. See "Overtime Reimbursement Agreement", under **APPENDIX F**.

5. The Contractor shall take into consideration that school may be in session while work for this contract is being performed. No work performed by the Contractor shall disrupt normal school functions. Any outages, downtime of electrical systems, etc., which may be required in the execution of the Contractor's work shall be scheduled with the MCPS Project Coordinator and will require the Contractor to perform such work at premium labor times. The Contractor shall anticipate these occurrences in their bids, and no changes in contract amount or completion date will be made for such occurrences.

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, 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 worksite, 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.

G. WARRANTY/SERVICES/REPAIRS

1. All workmanship, equipment and materials shall be guaranteed for period as stated herein. Any long-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 (2) 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 for future projects 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 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. In the brand column state 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 are 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 so state and indicate the current code or model number.

I. MATERIALS

Materials 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 delivery and the Contractor shall supply sufficient information to allow evaluation.

J. DESCRIPTIVE LITERATURE

The apparent successful bidder may be required to furnish, **within two business days** after Pre-Award Notice, sufficient detailed information regarding the 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 the item and attached on separate pages of a brochure. Failure to submit sequentially marked descriptive literature may result in disqualification. The 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

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
- Fireboards
- 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 the required laboratory analysis report(s) and a completed “Asbestos Free Material Verification Form” herein (see APPENDIX I) **within five 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 at 240-740-2331.

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. 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. **BID SECURITY**

SURETY STATEMENT

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

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

We are prepared to provide Bid, Performance, and Payment Bonds on MCPS projects bid between March 2025 and September 2025. Provide (name of applicant) make 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. **Note: Failure to submit the Surety Statement letter with the bid proposal will be reason to be considered a non-responsive bid.**

N. **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 an additional copy for your files.

2. Quotation Form (Pages 1-7)

- a. Quotations are to be entered on the Quotation Form supplied in **APPENDIX J. 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 the 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 the MCPS website under the event 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 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. State of Maryland Licenses
- a. **General Requirements:** The Contractor shall include a current **State of Maryland Construction Business License**. This is considered "TAX LIABILITY" License and do not authorize a contractor to perform any trade specific work in the State of Maryland without the appropriate trade licenses as required. **NOTE: All out of state bidders must provide an out of state Maryland Construction Business license.**
 - b. **Construction Business License:** This type of business license is issued through the County or Baltimore City, or the Clerks of the Circuit Court in which your business is located within the State of Maryland. Contact the **State License Bureau** <http://www.marylandtaxes.com/> or at 410-260-6240 for additional information as required. **Failure to provide an existing license may disqualify the bid submission.**
 - c. Bidder shall submit State of **Maryland Elevator Contractor** and Business Licenses with bid submission. **Failure to provide an existing license may disqualify the bid submission.**

5. Statement of Experience and Manufacturer's Authorization Letter

The Contractor shall provide a statement of experience with the bid proposal. The Contractor shall have been in business and have been regularly engaged in the installation of elevators as specified herein, a minimum of five years. **Failure to provide required documentation may disqualify the bid proposal.**

6. Minority Business Enterprise in Public Schools

The goal has been set for 10% MBE participation. Pages D1 through D10 Attachment D, of the MBE procedure (**APPENDIX D**) reflecting minimum 10% 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 expects 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 MBE procedures to rationalize a review of an MCPS waiver request.

7. Bid Security

See General Conditions, Section **M. BID SECURITY** on page 6 for requirements

Bids in excess of \$100,000.00 shall be accompanied by a Surety Statement Letter. (See GENERAL CONDITIONS, SECTION M, BID SECURITY on page 6 – 7 for more information)

8. References

See "**GENERAL CONDITIONS SECTION; P. REFERENCES**" on page 11 for more information

O. Contractors' 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 \$5000 fine.

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

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, the 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 an 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 workforce 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 workforce 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 “workforce” 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 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 the 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 workforce 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 West Gude Drive, Suite 4000, 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 the 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.

P. REFERENCES

Bidders shall provide three references with their bid submission. The references shall have the company name, contact person, address, and phone number of three current customers for which

a contract for a 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 other than MCPS, including bidders currently engaged in business with MCPS.**

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

Q. AWARD CRITERIA

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

R. 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 for upcoming bid notifications for municipalities throughout Maryland.

S. SPECIAL CONDITIONS

1. Audit Provisions – MCPS shall have the right to examine the successful bidder(s) 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(s) 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 bidders(s) except as expressly authorized in

writing by MCPS and no contract shall be made by the successful bidder(s) with any other party for furnishing any of the work or services herein contracted for without the written approval of MCPS.

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

T. INQUIRIES

Inquiries regarding this solicitation must be submitted **in writing**, to Stephanie Dorah, Buyer II, Montgomery County Public Schools, 45 West Gude Drive, Suite 3100, Rockville Maryland 20850, by email to Laly_A_Bowers@mcpsmd.org and 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 website address is <http://www.montgomeryschoolsmd.org/departments/procurement> for the MCPS Division of Procurement.

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** via **email** to resolve and receive clarification with copies to Laly_A_Bowers@mcpsmd.org Senior Buyer and the MCPS Capital Improvements Contracting Supervisor.

U. INTERNSHIP PROGRAM

MCPS is introducing 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 _____

II. CONTRACT ADMINISTRATIONA. 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 resolved to the satisfaction of MCPS, will be cause to reject the apparent low bid; and to consider the next lowest bidder as the successful offeror.

B. CONTRACT SECURITY

1. Security may be in the form of Certified Cashier's or Bank Treasurer's Check **OR** Bonds (AIA Documents A-311, A-312, or similar). The bonding firm must be licensed to do business in the State of Maryland.
2. The successful bidder(s) shall deliver to MCPS Performance and Payment Bonds **within five working days after receiving notification of award for individual projects with a contract value of \$100,000.00 or more. This cost shall be included in the proposal.**
3. The cost of the bond(s) shall be included in all proposal \$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 AWARD 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 request, applicable business and contractor's licenses, master licenses for trades appropriate for work to be performed, and/or company financial statements, etc., as required to allow MCPS Contractor evaluation. The bidder must submit a copy of the Maryland Master License under which this project will be performed. **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, 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 and unamended on the Standard Form of Agreement between the 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., failure of the Sub-Contractors to satisfactorily perform the work in a timely fashion is the Contractor's responsibility and not that of MCPS.
3. Minority Business Enterprise (MBE) in Public Schools
 - a. Certified Minority Business Enterprises are highly encouraged to respond to this solicitation.
 - b. **There is a 10% MBE goal set** for this bid and all project(s) that may be performed under this bid, that exceed \$100,000. The bidder(s) may be required to solicit MBE participation, which will include providing revised Certified MBE Utilization and Fair Solicitation Affidavit (Appendix A; Attachment D) along with other required MBE forms that may be applicable. Bidders are always strongly encouraged to make a good faith effort to solicit Certified Minority Business participation to provide materials, supplies, equipment, and/or service whenever possible at any time prior to bidding and throughout the course of the project.
 - c. Refer to the document, MINORITY BUSINESS ENTERPRISE PROCEDURES, September 22, 2028, included with this bid solicitation package under **APPENDIX A**.
 - d. MBE pages D1 through D10 of Attachment D, the MBE Procedure located herein under **APPENDIX A**, **must be completed and submitted with the bid proposal** identifying the bidder's specific commitment of certified minority business **even when the MBE goal is 0%**. *Failure to supply as specified will disqualify your bid proposal.*
 - e. MCPS expect all bidders to make the good faith effort to meet or exceed the established MBE goal for this invitation to Bid. MCPS will **NOT** grant MBE waivers without sufficient support documentation that clearly substantiates that the bidder has made a sincere good faith effort to meet the MBE requirement. There will be an extensive effort required on the part of the bidder to ensure compliance with the MBE procedures to rationalize a review of an MCPS waiver request.
 - f. Contact the MCPS MBE Liaison at 240-740-7700, regarding any other MBE procedure questions. Current listing of the MBE certified Contractors can be obtained http://mbe.mdota.state.md.us/directory/search_select.aspx.

4. Submit Evidence of Insurance

a. Insurance

See Article XXI of the General Stipulations and Instructions to Bidders. The successful Contractor shall submit an actual certificate of insurance made in favor of MCPS within five workdays after a Pre-Award Notification letter has been issued to the successful bidder.

b. Additional Insurance

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

c. Policy Cancellation/Certificate Holder

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

5. Invoicing

- a. Bidder shall submit invoices, 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 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 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, including electrical and plumbing, permits as required, pay all fees, and certify that other required permits have been obtained prior to commencing work. This includes, but is not limited to, the Contractor securing permits on behalf of MCPS and scheduling of inspections as required by Federal, State and County authorities, such as State CSD-1 inspections and MDE permits. Upon completion of all work, obtain all certificates of inspections required and deliver them to the MCPS Project Coordinator. All required permit certificates and related documentation shall be submitted to the MCPS Project Coordinator for approval prior to final payment.

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 **10 days** in which to submit CONTRACTOR'S CERTIFICATION OF RECEIPT OF PAYMENT TO MCPS. No further payments will be made to the Contractor until this form has been submitted.
2. **THE CONSTRUCTION SIGN SHOULD BE ERECTED FOR ALL STATE OF MARYLAND SCHOOL FUNDED CONSTRUCTION PROGRAM PROJECTS THAT EXCEED \$ 100,000.00.** The Contractor shall supply and install a sign at the work location as specified on the drawing under **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 Plant #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, website www.mce.md.gov The current price from Maryland Correctional Enterprises for this sign is \$583.00 with a 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 its original condition upon the completion of the contract. It will be MCPS option to either retain the sign for future use or have the Contractor dispose of the sign.

E. MARYLAND BUY AMERICAN STEEL ACT

Steel purchase under this bid must be in compliance with the "Maryland Buy American Steel Act", Section 17-301 to 17-306 of the State Finance and Procurement Article of the American Code of Maryland. This applies to steel purchases that are 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/StateFinProcIndex.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 shall 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 email addresses of project managers to allow for day-to-day direct communications.**
3. Work shall 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 materials 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 complete the fingerprinting and background check, so they can receive an MCPS Contractor badge.** MCPS contractor’s badges shall be worn while on premises. **Contractor’s employees/workers without an MCPS contractor badge will be denied entry;** contractors will be required to check in daily at the facility’s main office. **All Contractor 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. Contractor’s employees are not to 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 MCPS 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 sweep floors and remove all debris generated

by the work from the premises daily, adhering to **Montgomery County Executive Regulations No.1-15AM-Residential and Commercial Recycling, COMCOR 48.00.03 Solid Waste and Recycling**. The Contractor shall track all recyclable materials such as metal, cardboard commingle, yard waste, concrete, asphalt and others. The Contractor shall provide a monthly report to MCPS recycling manager, Mr. John Meyer via email John.MeyerIII@mcpsmd.org that includes weight, dates and the facility to which each material was taken to be recycled.

9. Installation must be performed in strict compliance with the latest local, state and federal regulations having authority. The Maryland Occupational Safety and Health Administration Hazard Communication Standards must be followed.
10. Upon completion of all work, any and all damage to the school building and grounds as a result of the work; must be restored to a condition as good as existed prior to damaging.
11. **Failure to perform in accordance with MCPS specifications, drawings and industry standards may result in the Contractor being removed from the approved vendor list to receive future Invitations for Bid for a period of two years.**

H. CHANGES IN THE WORK

1. Should alterations or changes at any time during the progress of the work or to add 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 **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, as they deem necessary with an explanation of justification. 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 authorization and/or written Change order, 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.
2. The allowable, all inclusive mark-up for combined overhead, bonds, fringe benefits, union fees, equipment, tools and profit for work performed by the prime Contractor will be based on the monetary value of the work not to exceed the following rates:

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

3. 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.
4. 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, rates, supervision, overhead and profit shall be applied equally to all credits.

I. LATE CHARGES FOR FAILURE TO COMPLETE ON TIME

1. MCPS shall retain \$500.00 per each calendar day of delay beyond the completion date stipulated on each approved proposal, for the first five days. MCPS shall retain \$1,000.00 for each calendar day thereafter. The late charges shall be assessed by MCPS as a result of the late completion. This shall apply if the Contractor fails to meet any specified target date as identified herein unless a written approval for extension has been granted by MCPS.
2. Failure to complete the work within the time specified will entitle MCPS to late charges. These charges will be deducted and retained out of any monies due the Contractor under this contract for the sum stated in the above paragraph for each calendar day required to complete the work beyond the agreed upon and documented completion date. This includes Saturdays, Sundays and legal holidays.
3. If necessary, to reach a proper stopping place in any portion of work or to complete work within contract time limit, Contractor shall work overtime both their workforces and the Sub-Contractors' workforces without additional cost to the contract price. The Contractor shall be responsible for all incidental costs in connection with such overtime work including, but not limited to, MCPS Building Service overtime 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., as required to overcome delays including, but not limited to, MCPS Building Service overtime as required.
5. The MCPS Capital Improvement Contracting Office 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 the NOAA's National Weather

Service showing, by comparison, that such weather suffered is abnormal to any of the past five years as recorded. **No request for extension will be considered by MCPS if received from the Contractor after the previously agreed completion date has passed. Late charges will be automatically deducted.**

J. CONTRACTORS OVERTIME PROCEDURE

If the Contractor chooses to work overtime for any reason and secures MCPS approval to do so, the Contractor shall be responsible for any associated costs including MCPS building service staff, etc. Average building service staff overtime rate is \$45.00 per hour depending on the individual working. This rate is estimated and could either be more or less than the quoted overtime rate. All overtime work must be requested **in writing** to the MCPS Project Coordinator, at least 48 hours in advance. This will allow MCPS staff sufficient time to coordinate the required building service staff participation. The Overtime Reimbursement Agreement under **APPENDIX 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.

K. MCPS CONTRACT OFFICE SUPERVISOR/PROJECT COORDINATOR

1. The Capital Improvement Program (CIP) Contracting Supervisor will represent MCPS in the execution of this contract. No changes to the contract conditions or specifications will be made without the CIP Contracting Office Supervisor's approval and authorization by the Director of the Division of Procurement or his designee.
2. After the award the MCPS Project Coordinator will be assigned, who will handle the day-to-day operation and installation coordination. Scheduling work onsite after an award of contract must be made through the MCPS Project Coordinator.
3. The MCPS Project 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 Contracts Office Supervisor, and a copy to the Division of Procurement;
 - g. Prepare required reports;
 - h. Approve or reject invoices for payment and submitted construction schedules;

- i. Recommend contract modifications or terminations to the MCPS Contracts Office Supervisor; and a copy to the Division of Procurement;
 - j. Issue notices to the Contractor to proceed with change orders to the project after receiving an approved revised purchase order issued by the Director, Division of Procurement or his/her designee (see Section H, 4 – Changes in the Work).
4. The MCPS Project Coordinator is not authorized to make determination, as opposed to recommendations, that alter, modify, terminate or cancel the contract, affect procurement, interpret ambiguities in the contract language, or waive MCPS' contractual rights.

L. PROJECT CLOSE-OUT

1. Initial Installation Punch-Out:
 - a. The Contractor shall notify the MCPS Project Coordinator, **in writing**, that the work is complete and has been accepted by the State of Maryland, Department of Labor, Licensing & Regulation Elevator Safety Inspection Division and is ready for final punch-out inspection. Punch-out shall occur sufficiently in advance of the installation **completion date** to afford the Contractor time to rectify punch list corrections. Before calling for a punch-out, renovation of the passenger/freight elevator installation shall be completed and all areas shall be clear of construction materials and debris.
 - b. During punch-out, the following shall be present:
 - 1) Authorized representatives of MCPS
 - 2) Contractor
 - 3) Elevator Design Consultant
 - c. Upon completion of a punch-out, a written punch list shall be prepared by the Contractor and submitted to MCPS within five days.
2. The Contractor is entitled to one punch-out inspection and one final inspection. 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 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-out items are 100% complete.
4. The Contractor shall provide written warranty statements indicating start and end of warranty dates, both the Contractor and MCPS shall sign this document.

M. 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. **A Factory Authorized Installer of the equipment offered shall perform all installations. Upon completion of the project the Contractor shall schedule an inspection of the installation by a representative of the equipment 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 equipment offered. 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 modernization of the passenger ADA Chairlift that are similar to those specified herein and have been in business for, and has a minimum of, five years' experience. **Appropriately licensed trade persons shall perform all trade work. A copy of these licenses must be submitted to the MCPS Project Coordinator prior to performing any work. Bidder must provide a letter of information showing the number of years they have been in business and the number of years' experience in the principle trade of work to be included in their bid submission.**

III. DETAILED SPECIFICATIONS**A. INTENT**

1. The Contractor shall perform all required work necessary to perform the identified projects at Julius West and Westland Middle Schools, adhering to all industry standards, manufacturer's installation instructions, and all safety requirements. All work shall be performed by a Contractor certified by the manufacturer of the specified materials. The Contractor shall be responsible for performing the actual work. No Sub-Contracting work other than specific trade related work such as electrical, mechanical, roofing, etc. shall be performed by Sub-Contractors.

B. SCOPE OF WORK

1. ADA Chairlift modernization at Julius West Middle School
This shall include but not limited to the following. As specified herein.
2. ADA Chairlift modernization at Westland Middle School
This shall include but not limited to the following. As specified herein.

See **APPENDIX G**; ADA Chairlift Modernization Instructions for Contractors and **APPENDIX H**; Drawings, attached.

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 Page)



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 spill 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 of work Increase scope Due to Design 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 amounts 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

**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: _____

Date: _____ Hours Required: _____

Notice: The 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 Contractors final invoice.

(Authorized Contractor Representative Acceptance) (Date)

(MCPS Representative Approval) (Date)

(MCPS Contract Supervisor Approval) (Date)

APPENDIX G

ADA CHAIRLIFT MODERNIZATION SPECIFICATION ATTACHED

JULIUS WEST MIDDLE SCHOOL

WESTLAND MIDDLE SCHOOL

APPENDIX H

ADA CHAIRLIFT MODERNIZATION DRAWINGS ATTACHED

JULIUS WEST MIDDLE SCHOOL

WESTLAND MIDDLE SCHOOL

APPENDIX I

ASBESTOS FREE MATERIAL VERIFICATION FORM

PRODUCT TYPE: _____

MANUFACTURER: _____

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 J

QUOTATION FORM

COMPANY NAME: _____

Bidder shall supply all required information for each line item. Bidders shall submit a price for each line item. No partial bids will be allowed. **DO NOT ALTER THE QUOTATION FORM IN ANY WAY. Failure to comply with the above will be considered non-responsive and disqualify your bid. Prices below are to be all inclusive, including materials and installation labor cost.**

ADA Chairlift Modernization at Julius West Middle School

Item # **Description**

1. Design and perform the modernization of ADA Chairlift at Julius West Middle School as specified herein. Work to begin on site **June 18, 2025** and equipment shall be installed, operational, and State accepted for use by MCPS on or before **August 15, 2025**. This project shall be 100% completed as specified on or before **August 22, 2025**. This includes but not limited to all closeout tasks, punch out corrections, final inspections, demonstrations, training, documentation, equipment, etc., including the two-year maintenance agreement as specified herein.

\$ _____

Number work days required to complete replacement: _____

2. **Unit Prices**

These unit prices shall be used for change-order work as may be required to address unknown conditions such as re-drilling well hole, providing additional casing etc.

APPENDIX J

QUOTATION FORM – CONTINUE (2 of 7)

COMPANY NAME: _____

Item # **Description**

HOURLY RATES: Regular Hourly rate will represent work performed Monday through Friday, 6:00 AM until 6:00 PM. Overtime hourly rate will represent work performed Monday through Friday 6:00 PM until 6:00 AM including weekends and all MCPS holidays.

a. Unit Price for ADA Chairlift Modernization Team per hour

(Includes 1 mechanic and 1 helper)

Regular Rate: \$ _____

Overtime Rate: \$ _____

3. MONTHLY MAINTENANCE & SERVICE AGREEMENT SEGREGATED COST

The segregated quarterly cost is to provide preventive maintenance and service for a period of two-years as specified herein. **(A separate Purchase order will be provided by Division of Maintenance and Operation (DMO) for the inspections. Approved service invoices will be paid monthly by MCPS DMO as services are provided throughout the term.) Please send all invoices to Mr. Bill Parson, 8301 Turkey Thicket Drive, Building A, 1st Floor, Gaithersburg, Maryland 20879**

\$ _____ per Quarter

APPENDIX J

QUOTATION FORM – CONTINUE (3 of 7)

COMPANY NAME: _____

ADA Chairlift Modernization at Westland Middle School

Item # **Description**

1. Design and perform the modernization of ADA Chairlift at Westland Middle School as specified herein. Work to begin on site **June 18, 2025** and equipment shall be installed, operational, and State accepted for use by MCPS on or before **August 15, 2025**. This project shall be 100% completed as specified on or before **August 22, 2025**. This includes but not limited to all closeout tasks, punch out corrections, final inspections, demonstrations, training, documentation, equipment, etc., including the two-year maintenance agreement as specified herein.

\$ _____

Number work days required to complete replacement: _____

2. **Unit Prices**

These unit prices shall be used for change-order work as may be required to address unknown conditions such as re-drilling well hole, providing additional casing etc.

HOURLY RATES: Regular Hourly rate will represent work performed Monday through Friday, 6:00 AM until 6:00 PM. Overtime hourly rate will represent work performed Monday through Friday 6:00 PM until 6:00 AM including weekends and all MCPS holidays.

a. Unit Price for ADA Chairlift Modernization Team per hour

(Includes 1 mechanic and 1 helper)

Regular Rate: \$ _____

Overtime Rate: \$ _____

QUOTATION FORM – CONTINUE (4 of 7)

COMPANY NAME: _____

Item # **Description**

3. **MONTHLY MAINTENANCE & SERVICE AGREEMENT SEGREGATED COST**

The segregated quarterly cost is to provide preventive maintenance and service for a period of two-years as specified herein. (A separate Purchase order will be provided by Division of Maintenance and Operation (DMO) for the inspections. Approved service invoices will be paid monthly by MCPS DMO as services are provided throughout the term.) Please send all invoices to Mr. Bill Parson, 8301 Turkey Thicket Drive, Building A, 1st Floor, Gaithersburg, Maryland 20879

\$ _____ per Quarter

- **ALL EQUIPMENT AND MATERIALS SHALL BE AVAILABLE FOR COMPLETION PER SCHEDULE. BIDDER HAS WRITTEN CONFIRMATION FROM THE MANUFACTURER THAT THE MATERIALS WILL BE DELIVERED IN TIME TO MEET THE COMPLETION DATE?**

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 PRODUCT OFFERED?**

YES _____ NO _____

- **IS THE BIDDER AN AUTHORIZED REPRESENTATIVE AND INSTALLER OF THE MCPS APPROVED PRODUCT OFFERED?**

YES _____ NO _____

APPENDIX J

QUOTATION FORM – CONTINUE (5 of 7)

COMPANY NAME: _____

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

YES _____ NO _____

- **HAS THE BIDDER SUBMITTED A COPY OF THE MARYLAND ELEVATOR/LIFT CONTRACTOR LICENSE OF WHO WILL MAINTAIN, INSPECT AND/OR PERFORM ELEVATOR/LIFT WORK IF AWARDED.**

YES _____ NO _____

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

YES _____ NO _____

- **HAS THE BIDDER VISITED THE JOB SITE AND PERFORMED A COMPREHENSIVE FIELD INVESTIGATION ALONG WITH TAKING FIELD MEASURES BEFORE SUBMITTING THEIR BID?**

YES _____ NO _____

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

YES _____ NO _____

APPENDIX J

QUOTATION FORM - CONTINUED (Page 6 of 7)

COMPANY NAME: _____

- **HAS THE BIDDER VERIFIED PRODUCTS OFFERED ARE COMPATIBLE WITH EXISTING PRODUCTS AND THE BIDDER IS AWARE OF THE CONDITIONS UNDER WHICH THE WORK WILL BE PERFORMED?**

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 A ANY MCPS FACILITY?**

YES _____ NO _____

- **HAS BIDDER COMPLETED CONTRACTOR OBLIGATION REGARDING CRIMINAL RECORDS OF INDIVIDUALS ASSIGNED TO WORK AT MCPS FACILITIES AND PROPERTIES?**

YES _____ NO _____

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

YES _____ NO _____

APPENDIX J

QUOTATION FORM – CONTINUED (Page 7 of 7)

COMPANY NAME: _____

CHECK OFF LIST FOR MANDATORY BID SUBMITTAL

Mandatory Submittals Check List:

- _____ **Signed Invitation for Bid, including Non-Debarment Acknowledgement**
- _____ **Quotation Form (Pages 1-7)**
- _____ **Addenda and Errata (If any, contractor is responsible to confirm)**
- _____ **Licenses: Maryland Construction Business License**
- _____ **State of Maryland Elevator License**
- _____ **Statement of Experience and years in Business**
- _____ **Manufacturer Authorization Letter**
- _____ **MBE Attachments D1 through D10**
- _____ **Surety Statement**
- _____ **References**