

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

**INVITATION FOR BID #9126.9
COMMERCIAL KITCHEN EQUIPMENT, INSPECTIONS, PREVENTIVE
MAINTENANCE, REPAIRS AND REPLACEMENTS**

GENERAL CONDITIONS AND SPECIFICATIONS

I. GENERAL CONDITIONS

A. SCOPE

The specifications contained herein are intended to cover repairs, preventive maintenance, replacements and/or inspections of commercial kitchen equipment. Equipment includes but is not limited to ovens, steamers, serving lines, stoves, fryers, walk in freezers, ice machines and coolers for various Montgomery County Public Schools (MCPS) located throughout Montgomery County, Maryland.

B. INTENT

1. Repairs, Preventive Maintenance Services, Replacement, Installations and/or Inspections

The intent is to obtain hourly rates and materials mark up for repairs. The contractor(s) shall provide proposals to perform all required repairs. The proposal shall include all associated labor and materials to complete the project/repairs. All work shall be performed in accordance with the latest applicable laws, codes and regulations of the various regulatory bodies of the State of Maryland, Federal/Local Governments, and all other boards or departments having jurisdiction. These laws, regulations and standards will further be considered a part of these specifications and conditions. The Contractor shall furnish and install any additional items required by the same, whether or not particularly shown or specified.

2. Parts

The intent is to obtain percentage off manufacturers brand lines for repair parts. The vendor shall provide percentage off prices to cover the furnishing and delivery of kitchen supply repair parts. Majority of the part orders will be picked up by MCPS staff and paid with an MCPS credit card. Pricing shall be FOB destination, no shipping/delivery costs will be accepted. MCPS reserves the right to add items as needed.

C. DELIVERY

Bidders are expected to have a stocked inventory. Majority of the parts are required to be available with same day pick up within Montgomery County. Balance of the parts should be available for pick up or delivery within five (5) business days.

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.

D. AWARD

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 unit prices with consideration being given to any previous performance with the MCPS Board of Education as to quality of service, acceptable merchandise, and with regard to the bidder's ability to perform should it be awarded the contract. However, the MCPS Board of Education reserves the right to make awards according to the best interest of the MCPS. In addition, the MCPS Board of Education reserves the right to remove or add additional items to the specifications as our requirements change, as well as add contractors throughout the contract term should a need arise that cannot be fulfilled by the awarded contractors. **Awards are contingent upon availability of funds.**

E. CONTRACT TERM

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

F. PROVISION FOR PRICE ADJUSTMENT

Price increases on both service labor rate and on equipment will not be considered for the first six months of the contract. Thereafter, the Contractor must submit a written request for price relief. The request for a price increase on the equipment shall include documentation from the manufacturer to verify the basis for such request. Adjustments for price increases on service labor rate will be based upon Consumer Price Index (CPI), specifically, the All Consumers Index, published by the U.S. Department of Labor, Bureau of Labor Statistics, for the Washington, D.C., Metropolitan Area. The request shall not exceed 75% of the percentage change of January 1 CPI's, rounded to the nearest tenth of a percentage.

MCPS reserves the right to accept or reject the request as may be determined to be in the best interest of MCPS. Any orders received prior to a request for a price increase shall be honored at

the original contract price. If the price increase is approved, a contract amendment will be issued authorizing the increase.

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

G. DEVIATIONS

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

H. PRICE LISTS

Catalog percent off items will be awarded on the basis of a discount percent off factory retail price list. Discount must be stated as a single percentage. These prices must remain firm for a minimum of six months. If the price list shows more than one price, the successful bidder shall mark the column, which represents their bid. The percentage offered will remain firm for the term of the contract. Bidders must submit updated price lists when changes occur.

Certification must accompany bid to certify that bidder is a bonafide distributor for the manufacturer when offering a percentage discount and is required to have a stocked inventory. Failure to submit these documents when bidding on percent off items specifications may result in automatic disqualification for these items.

The cover of the price list shall contain:

1. Bidders name, address and telephone number
2. Date of publication
3. Manufacturer

I. MCPS EMERGENCY/CRISIS PROCEDURES, SHELTER/LOCKDOWN

Emergency/Crisis Procedure Information

1. In the event of an emergency/crisis incident while working in an MCPS facility, the Contractor and/or their representative(s) shall be required to adhere to the established MCPS procedures and school administrative guidelines during such an occurrence.
2. Supplied herein under **APPENDIX B**, for the Contractor's information is the MCPS Emergency/Crisis Procedures, Shelter/Lockdown. It is the Contractor's responsibility to familiarize themselves and their representative(s) regarding the Shelter/Lockdown Procedures. These procedures are subject to change to meet MCPS requirements.

3. The Contractor shall have at the work site, a reasonable amount of materials that will allow them to quickly secure the work area and/or secure building openings as required for the type of work being performed.

J. WARRANTY

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

K. 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. **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.**
2. The brand name, code or model number on each item being offered, even if bidding the specified brand shall be provided. If a brand and code or model number is not shown, your

bid may not be considered.

3. If an item specification shows code or model numbers that have been discontinued, the bidder shall state so and indicate the current code or model number.

L. MATERIALS

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

M. GENERAL ASBESTOS INFORMATION

1. Asbestos Free Materials

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

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

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

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

2. **Existing Asbestos Materials**

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

N. **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

O. **SUBMISSION OF BIDS (Sealed Bids Only) – Required Submissions**1. **Bid Documents**

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

2. **Quotation Form**

- a. Quotations are to be entered on the Quotation Form supplied under **APPENDIX E. Faxed quotations are not acceptable. SEALED BIDS ONLY.**
- b. **Bidder must submit a separate price for each item listed on the Quotation Form. Submission of one price for all the items without indicating a price per item shall be considered non-responsive and will invalidate the bid.** If there is a discrepancy between the unit cost and total cost, the unit cost shall prevail. Prices offered shall be valid for acceptance during a period of no less than 90 days from date of bid opening.
- c. This solicitation shall be valid for acceptance during a period of not less than 90 days from date of opening. Once the contract is approved by the MCPS Board of Education, terms and conditions of the solicitation shall prevail throughout the contract period.

3. **Addenda/Errata**

Changes and addenda to a solicitation may occur prior to the bid opening date and time. It is the bidder's responsibility to check the MCPS website under the event calendar (<http://www.montgomeryschoolsmd.org/departments/procurement/> contact the buyer by email at 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. **Licenses**a. **State of Maryland REQUIRED License (TO BE SUBMITTED WITH BID)**

General Requirement: The contractor shall possess a current “State of Maryland” **Construction Business License or a Maryland Home Improvement Commission License. These are considered “TAX LIABILITY” Licenses and do not authorize a contractor to perform any trade specific work in the State of Maryland without the appropriate trade licenses as required. NOTE: *All out of state bidders must provide an out of state Maryland Construction Business or Home Improvement License.***

b. **Construction Business License:** This type of business license is issued through the County or Baltimore City, or the Clerk of the Circuit Court in which your business is located within the State of Maryland. Contact the **State License Bureau** <http://www.marylandtaxes.com/> or at 410-260-6240 for additional information as required.

c. **Maryland Home Improvement Commission License:** This type of license is issued through the State of Maryland, Department of Labor, Licensing and Regulations, Maryland Home Improvement Commission. For further information, and to locate the closest office go to www.DLLR.state.md.us or call 410-230-6309

Mechanic (CFESA) Certification

MCPS prefers all mechanics assigned to perform work at the school system shall have successfully completed The Commercial Food Equipment Service Association (CFESA) Certified Technician Training Program certification or CFC (chlorofluorocarbons) Certification/license. Apprentices may not perform any work without proper supervision from a certified/licensed technician.

5. **Certification from Manufacturer**

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

6. Letter of Experience and Years in Business

Bidder must include a letter showing the number of years' experience in this line of work in their bid response. Failure to provide letter of experience may result in bid being deemed non-responsive and consequently rejected. See **II Contracts Administration, N. Quality Assurance**.

P. POST AWARD SUBMISSIONS

1. The apparent low bidder may be required to supply **within 48 hours** after MCPS request, additional documentation such as 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 contract will be performed. **Failure to supply a copy as specified may disqualify your bid offer.**

2. Sub-Contractors

a. MCPS shall approve all sub-contracting work in advance; the Prime Contractor shall supply MCPS with the rationale for requesting sub-contracting. It is MCPS' intent that the successful bidder has the in-house resources to perform the primary task and only sub-contract secondary task(s) which they do not specialize in.

b. 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. 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 in Public Schools (MBE)

Minority business enterprises are encouraged to respond to this Invitation.

4. Submit Evidence of Insurancea. 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 an 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 Department of Procurement, Montgomery County Board of Education shall be the insurance certificate holder.

Q. Contractors' Obligation Regarding Criminal Records of Individuals Assigned to Work in MCPS Facilities**I. Prohibition against assigning registered sex offenders and individuals convicted of sexual offenses, child sexual abuse, and other crimes of violence to MCPS contracts:**

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

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

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

a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.

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

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

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

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

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

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

Once the contract is awarded, the contractor is responsible for implementing the background check process. An individual in the contractor's work-force may not begin work in a MCPS school facility on an assignment where the individual will have direct, unsupervised, and uncontrolled access to children, until: (a) the background check results for that individual have been received by MCPS; (b) the contractor certifies to MCPS that the individual has received training and/or reviewed informational materials, as appropriate, regarding recognizing,

reporting, and preventing child abuse and neglect, consistent with the content provided in training for MCPS employees; and (c) the individual obtains a MCPS identification badge. The badge will be issued by the MCPS Department of Safety and Security, 850 Hungerford Drive, Room 131, Rockville, MD 20850. Appointments are made by calling 301-279-3066. The contractor will be required to return all badges at the conclusion of the contract.

The criminal background check and badging process will be at the contractor's expense.

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

R. EMARYLAND MARKETPLACE ADVANTAGE

Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace. 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 procurement as it is a valuable resource for upcoming bid notifications for municipalities throughout Maryland.

S. QUANTITIES

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

T. AWARD CRITERIA

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

U. 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) name then your bid may not be considered. MCPS may request additional references. **Note: ALL BIDDERS, including bidders currently engaged in business with MCPS must provide references. Failure to provide references with your bid submission may result in a bid being deemed non-responsive and consequently rejected.**

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

V. **SPECIAL PROVISIONS**

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 bidder(s) or 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 final decision of a dispute hereunder, the Contractor shall proceed diligently with the contract performance.

W. **INQUIRIES**

Inquiries regarding this solicitation must be submitted **in writing**, to Mrs. Laly Bowers, Senior Buyer, Montgomery County Public Schools, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850, by email to [Laly A Bowers@mcpsmd.org](mailto: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 MCPS 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 MCPS Department of Procurement web site address is <http://procurement.montgomeryschoolsmd.org/home/Bids>.

Subsequent to the award if the Contractor finds any discrepancy or omission and has questions of MCPS' intent, prior to performing work, they shall notify the MCPS Project Coordinator **in writing** to resolve and receive clarification with copies to Mrs. Laly Bowers, Senior Buyer, and the MCPS, Department of Facilities Maintenance Director.

I. GENERAL**A. PARTS ORDERING INSTRUCTIONS**

Orders will be placed by telephone or in person by authorized representatives of MCPS, Department of Facilities Maintenance. Occasionally, other ordering methods, such as a purchase order will be used. MCPS encourages the use of the MCPS Purchasing Card as the preferred payment method for individual purchases under \$250.00.

Ordering through an answering service will not be accepted.

Orders placed under this contract for delivery or pick up shall be supported by the successful vendors' sales/delivery ticket that shall be prepared by the contractor. The delivery ticket shall contain the following information:

1. Contractor's name
2. Purchase order number or release authorization number
3. Date of Purchase
4. Itemized list of supplies furnished
5. Quantities of supplies furnished
6. Unit price of each item
7. Total, less any applicable trade discount in accordance with this contract
8. Name of authorized MCPS representative ordering the supplies

B. ITEMS RETURNED FOR CREDIT OR EXCHANGE

The successful vendor shall issue credit for the return of unused parts during the contract period at a price equal to the original purchase price for the same parts. Restocking, return pick up or returning fees shall not be considered.

All exchanges must be handled as two separate transactions; a credit for the returned items and a separate transaction for the "new" items purchased.

C. SALES TAX

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

D. MARYLAND BUY AMERICAN STEEL ACT

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

II. SERVICES**A. SITE INSPECTION**

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

Many services will be on an emergency basis with little advance notice.

B. PERMITS AND INSPECTIONS

The Contractor shall obtain all required permits, including electrical and plumbing permits, pay all fees, and certify that other required permits have been obtained prior to commencing work. This includes, but is not limited to, the Contractor securing permits on behalf of MCPS and scheduling of inspections as required by Federal, State and County authorities and Maryland Department of the Environment (MDE) permits. Upon completion of all work, obtain all certificates of inspections required and deliver them to the MCPS Project Coordinator. All required permit certificates and related documentation shall be submitted to the MCPS Project Coordinator for approval prior to final payment. The Contractor shall provide all drawing documentation, etc. as required to secure permits.

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

C. QUOTATION/PROPOSALS

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

Labor Rates: Bidder shall indicate their company's labor rate for providing repair services as described. Labor rates shall be all inclusive, including all direct and indirect costs such as fringe benefits, profit, overhead, travel and administrative costs. No other charges will be accepted.

Regular rates: Regular rate cost will represent work performed Monday through Friday, 6:00 AM until 6:00 PM.

Overtime rates: Overtime rate will represent work performed Monday through Friday 6:01 PM until 5:59 AM including weekends and all MCPS holidays.

D. ORDERING

Majority of the orders/service calls will be placed by telephone by an authorized representative of MCPS, Department of Facilities Maintenance.

E. SERVICE/DELIVERY TICKETS

All service tickets must be signed by the contractor's technician and a MCPS Site Representative upon completion of work. Service tickets will include the following:

1. Location of the work completed, such as school name
2. Location of unit serviced
3. Make, model, serial number and barcode of unit serviced
4. Date(s) services were performed
5. Detailed description of services performed
6. Itemized breakdown of any parts and materials used, including manufacturer, part number and quantities
7. Number of labor hours, including arrival and departure times
8. Any deficiencies found
9. Current status of the equipment
10. Name of MCPS Project Coordinator
11. Signature of Contractor's technician
12. Signature of MCPS Site Representative

F. INVOICING

Bidder shall submit invoices, preferred electronically to project coordinator in the office of Facilities Maintenance. Preferred electronically via email or regular mail to Montgomery County Public Schools for payment approval. **All invoices shall identify pertinent information such as purchase order number, facility/building name and address where work was performed.** The MCPS project coordinator shall submit invoices and receiving reports to the Department of Controller to process payments at accountspayable@mcpsmd.org in a timely fashion.

- a. All invoices shall identify pertinent information including the following:
 - Unique invoice number
 - Purchase order number
 - Location of unit serviced
 - Details and barcode of unit serviced
 - Date of service
 - Itemized breakdown of materials and labor (including hours and hourly rates as specified in this contract)
 - A copy of completed and signed service ticket
- b. MCPS is not obligated to make any partial payments, deposits or payments in advance.
- c. Payments will be made upon successful completion of the job and approval by the appropriate MCPS Project Coordinator. MCPS reserves the right to inspect the condition of equipment and workmanship prior to the approval of invoices for payment.

- d. Upon request of the MCPS Project Coordinator, the contractor shall supply copies of any invoices from the contractor's supplier or the Manufacturer's List Price Sheet as appropriate when requested. Items for which an invoice is not available shall not be charged to MCPS and shall be considered as included in this contract.
- e. MCPS no longer process check payments. To avoid payment delays after this change is enacted, all bidders that accept MasterCard are strongly encouraged to sign up to receive SUA payments upon being notified of an award. For bidders that do not accept MasterCard, the ACH payment method is also available. Please e-mail SUA@mcpsmd.org to register for SUA, or e-mail accountspayable@mcpsmd.org to request ACH registration forms.

G. PERFORMANCE

1. The Contractor shall have on the job site at least one person fluent in English and at least one person who has an MCPS badge at all times.
2. **The Contractor must provide to the MCPS Project Coordinator cellular telephone numbers and email addresses of appropriate contacts to allow for day-to-day direct communications.**
3. Work to be completed in a timely workmanlike manner; fumes, odors, materials and work procedures will be controlled to protect occupants and property from harm and damage.
4. The Contractor must have a thorough knowledge of and be able to perform the required repair work and the field equipment necessary to perform services as described.
5. Contractor shall provide all necessary materials for the repair which shall conform in strength, material, appearance, quality, and workmanship to that usually provided by the trade.
6. Work includes but is not limited to check, adjust, repair and return system to safe operating standards.
7. Contractor shall observe and comply with all Federal, State, County and local laws, ordinances and regulations in performing the services listed.
8. Contractor and employees:
 - a) Will be required to check in daily at the main office and with on-site building service staff.
 - b) Use of any form of tobacco products, liquor and/or illegal drugs is not permitted in MCPS buildings and on grounds.
 - c) Are not to routinely use facility equipment and buildings, i.e., telephone, lounges, parking lots, etc.
9. All work shall be scheduled to the mutual satisfaction of the School Administration and the

MCPS Project Coordinator to avoid conflicts with administrative and school activities.

10. The work shall be under the general direction of the contractor but subject to the inspection of an MCPS authorized representative, who may require the contractor to correct defective workmanship and materials without additional cost.
11. The building is expected to be occupied throughout the stated period allowed for this work. The Contractor shall take all required safety precautions.
12. Work area must be left clean and safe after each day work. Contractor must remove all debris generated by the work from the premises daily, adhering to **Montgomery County Solid Waste and Recycling Regulation 15-04AM, COMCOR 48.00.03**. The Contractor shall track all recyclable materials such as metal, concrete, asphalt, cardboard, etc. and provide to MCPS recyclable amount by the weight as requested.
13. Installation must be performed in strict compliance with the latest local, state, and federal regulations having authority. The Maryland Occupational Safety and Health Administration (MOSHA) Hazard Communication Standards and the Occupational Safety and Health Administration (OSHA) Hazard Communication Standards must be followed.
14. Field measurements are required.
15. Failure to perform in accordance with MCPS specifications and industry standards may result in the Contractor being removed from the approved bidder list to receive future Invitation For Bid for a period of two years.
16. The contractor may not sublet any portion of this contract without prior written consent of MCPS.
17. The contractor assumes all responsibility for tools, equipment and materials at the job site.
18. The contractor shall take all necessary precautions during the period of service to protect existing MCPS facilities from damage by workmen and shall repair or replace, at the contractor's own expense, any damaged property caused by the contractor's employees or sub-contractors.

H. CHANGES IN THE WORK

1. Should alterations or changes be necessary at any time during the progress of the work or to add to or delete work, MCPS shall have the undisputed right to make such changes, additions, omissions, or alterations by written order. An MCPS CHANGE ORDER FORM under **APPENDIX A** must be completed and signed by both MCPS and the Contractor's authorized representative. 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 project change orders as rationale for not completing on time will not be accepted, without a MCPS approved extension. If additional work is performed without MCPS authorization and/or written Change Order, the Contractor

shall be subject to reversing said work, or work and/or materials shall remain at no cost to MCPS. This shall be solely at MCPS' discretion.

2. The allowable, all-inclusive mark-up for combined overhead, bonds, fringe benefits, union fees, equipment, tools and profit for work performed by the prime Contractor shall be based on the monetary value of the work not to exceed the following rates:

<u>Value of Work</u>	<u>Combined Overhead & 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 by not more than 10%

This schedule applies to work done by the prime Contractor or by a Sub-Contractor(s). The prime Contractor shall be allowed not more than (8%) of the Sub-Contractor's cost for labor, materials, overhead and profit.

3. The Contractor shall furnish supporting documentation with all change order requests credits 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. CONTRACTOR'S OVERTIME PROCEDURE

If a proposal was originally approved on the basis of regular hours and 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 \$32.00 per hour. 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 C** 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 the Overtime Reimbursement Agreement, MCPS will not approve any overtime.

J. MCPS DEPARTMENT OF FACILITIES MAINTENANCE/PROJECT COORDINATOR

1. MCPS, Department of Facilities Maintenance supervisors will represent MCPS in the execution of this contract. No changes in contract conditions or specifications will be made without the project coordinator approval and authorization by the director of the, Department of Procurement or her designee.
2. After award a MCPS Project Coordinator will be assigned who will handle the day-to day operation. Scheduling work on site after an award of contract must be made through the

MCPS Project Coordinator.

3. The MCPS Project Coordinator is authorized to:
 - a. Serve as liaison between MCPS and the Contractor;
 - b. Give direction to the Contractor to ensure satisfactory and complete performance;
 - c. Monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;
 - d. Serve as records custodian for this contract;
 - e. Accept or reject the Contractor's performance;
 - f. Furnish timely written notice of the Contractor's performance failure to the director, MCPS Department of Facilities Maintenance with copy to the Department of Procurement;
 - g. Prepare required reports;
 - h. Approve or reject invoices for payment;
 - i. Recommend contract modifications or terminations to the Department of Procurement;
 - j. Issue notices to the Contractor to proceed with the project after receiving signed Change Order as required.
4. The MCPS Project Coordinator is **NOT** authorized to make determination, as opposed to recommendations, that alter, modify, terminate or cancel the contract, affect procurement, interpret ambiguities in the contract language, or waive MCPS contractual rights.

K. QUALITY ASSURANCE

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

III. DETAILED SPECIFICATIONS**A. INTENT**

It is intended that the Contractor will perform all tasks in compliance with all specifications herein. This section of the specifications applies to and forms a part of all sections covering labor, material and general construction work for a repair, inspection and repair of kitchen equipment at MCPS schools, facilities and locations, as required. Work is to be performed in accordance to the specifications herein, manufacturer's instructions, National Sanitation Foundation (NSF), National Electrical Code (NEC), National Fire Protection Association (NFPA), meeting FM global hot work requirements, Montgomery County Building Code requirements, and in compliance with all other authorities having jurisdiction. These specifications represent our minimum requirements.

B. GENERAL REQUIREMENTS1. Specification Explanation

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

2. Execution of Work

- a. The Contractor shall examine the premises and observe the conditions under which the work will be done or other circumstances, which will affect the contemplated work. The Contractor shall carefully check in the field the existing conditions on site, within the conditions of the site that will be used to accomplish the work. No allowance will be made subsequently in this connection for any error or negligence on the Contractor's part.
- b. Work involving entering, connecting to, or interrupting services for, or in any way interfering with the normal activities taking place in the existing building or on facility grounds shall be coordinated with the MCPS Project Coordinator.
- c. At least 48 hours advance notice shall be given to MCPS before performing such work, unless directed otherwise by the MCPS Project Coordinator.
- d. The Contractor is advised that all work involving disrupting the use of utilities shall not be carried out until authorization has been received from the building staff and the MCPS Project Coordinator.

3. Codes/Rules

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

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

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

4. Cooperation with Other Trades

- a. The Contractor shall give full cooperation to the other trades as needed and shall furnish any information necessary to permit the work of all trades to be installed satisfactorily and with the least possible interference or delay.
- b. Where the work will be installed in close proximity to work of other trades, or where there is evidence that the work of the Contractor will interfere with work of their trades, the Contractor shall assist in working out space conditions to make satisfactory adjustment. If the Contractor installs the work before coordinating with other trades or so as to cause interference with their work, the Contractor shall make necessary changes in this work to correct the conditions.

5. Materials and Workmanship

- a. All materials and apparatus required for the work shall be new, of first-class quality and shall be furnished, delivered, erected, connected and finished in every detail, and shall be so selected and arranged as to fit properly into the building spaces.
- b. The Contractor shall furnish the services of skilled workmen, carpenters, welders, electricians, fitters, finishers, helpers and labor required to unload, transfer, erect, connect up, adjust, start, operate and test each equipment item as needed.
- c. Unless otherwise specifically indicated on specifications, all equipment and materials shall be applied with the approval of the MCPS Project Coordinator in accordance with the recommendations of the manufacturer. This includes the performance of such tests as the manufacturer recommends.

C. SCOPE OF SERVICES

1. The Contractor is expected to be available for emergency services 24 hours a day. And every day in response to all calls. In the event of non-responsiveness to a service call, the MCPS Project Coordinator will contact other successfully awarded Contractors, if multiple Contractors are awarded this contract, until an adequate response is received. Repeated and documented lack of responsiveness from a contractor will be considered a performance issue and may result in eventual termination of this contract for cause.
2. The Contractor will be required to initiate a call back to the appropriate MCPS Project Coordinator within 30 minutes from receipt of a call or voice mail message.
3. The Contractor must be able to respond to service and repair requests within four (4) hours for emergencies and within 24 hours for non-emergencies, after receiving a call from the MCPS Project Coordinator. An emergency is when the repair poses an immediate detrimental impact and/or as identified at the discretion of the MCPS Project Coordinator.
4. The Contractor is authorized to complete services/repairs up to a total cost of \$1,000 or an amount specified by the MCPS Project Coordinator when the repair/service was requested. Total service/repair costs over the pre-approved amount will require authorization from the MCPS Project Coordinator and may require a written proposal and authorization in order to proceed further. If at any time, the services/repairs exceed the pre-approved amount, the Contractor is responsible for contacting the MCPS Project Coordinator for approval to proceed.
 - a. For emergency repairs, the appropriate MCPS Project Coordinator will be contacted immediately for verbal approval before proceeding.
 - b. For non-emergency repairs over \$1,000 total unless specified otherwise by the MCPS Project Coordinator, a detailed written estimate/proposal will be submitted to the appropriate MCPS Project Coordinator for approval before proceeding. Proposals must be submitted in accordance with the QUOTATIONS/PROPOSALS section above.
5. **Proposals will not be accepted without start and completion dates being identified. Dates can be listed as specific calendar dates or "x" number of days within approval.**

Project proposal shall be submitted to the MCPS Project Coordinator no later than 48 hours after site inspection. No work shall take place without prior approval from the MCPS Project Coordinator. The Contractor shall request any additional documents required from MCPS to allow the materials to be ordered in time for the completion date to be satisfied. All work is to be totally completed on or before the stated completion date identified and accepted on each proposal.

6. Contractor is required to update the MCPS Project Coordinator once repairs or complete or before leaving the job site.
7. If a return visit is required to complete repairs, the Contractor will schedule and coordinate any additional visits through the MCPS Project Coordinator.
8. All work shall be scheduled to the mutual satisfaction of the School Administration and the MCPS Project Coordinator to avoid conflicts with administrative and school activities.
9. The Contractor shall take into consideration that school activities will be taking place while work for this contract is being performed. No work performed by the Contractor shall disrupt these activities. Any traffic blockages, utility outages, etc., which may be required in the execution of the Contractor's work shall be scheduled with the MCPS Project Coordinator and will require the Contractor to perform such work at premium labor times. The Contractor shall anticipate these occurrences in their bids, and no changes in contract amount or completion date will be made for such occurrences.
10. The Contractor shall maintain an adequate labor force on the work site from the start of the project until the completion in order to satisfy the schedule. MCPS expects the work to proceed uninterrupted with regard to labor and material availability. The Contractor shall inventory materials as they are received from the manufacturer and not wait until installation is in progress to determine if received inventory is adequate. The Contractor shall notify the MCPS Project Coordinator, **in writing**, immediately upon experiencing material shortages or errors that will affect or place at risk their ability to satisfy the completion date.
11. Restrictions: Roadways shall not be blocked during regular school hours. MCPS will designate staging areas in the vicinity of the work areas as required.

D. GENERAL DETAIL/ REPAIRS

- a. Unit prices offered for technician and helper labor rates shall be used as required to make routine and emergency services/repairs as requested by MCPS Project Coordinator on various kitchen equipment.
- b. An authorized MCPS Project Coordinator must authorize all services/repairs. A list of authorized project coordinators will be provided with award notifications. No repairs shall be made without prior MCPS authorization. MCPS will not pay for any unauthorized repairs or repairs requested from non-authorized personnel.
- c. MCPS will pay the direct cost for material plus percentage of material mark up as approved on quotation form. Upon request, the Contractor must submit to the MCPS Project Coordinator, itemized invoices from the supplier for material used for repairs.

- d. The Contractor(s) invoice shall only be the hours worked at the MCPS location, MCPS will not pay for travel time to and from the location. MCPS will pay the contractor a minimum of one-hour technical labor for each service/repair calls.
- e. MCPS will not pay for any unauthorized repairs or repair requests from unauthorized contacts.
- f. The Contractor shall provide and include in their bid prices, all necessary equipment, tools, and miscellaneous truck stock to complete the repairs.
- g. Sub-contracting: All approved sub-contractor repair work not covered under this bid will be compensated based on the direct cost of the sub-contractor, with a percentage mark-up as identified under Contract Administration, change order section herein.
- h. All parts needed to resolve emergency conditions shall be delivered by the fastest priority means available.
- i. All repairs that cannot be completed until additional materials/parts are ordered will be completed in a timely fashion and coordinated with the MCPS Project Coordinator.
- j. Unless on emergency situations, the Contractor shall submit repair cost estimates for all repairs to the MCPS Project coordinator as requested, for authorization, prior to making repairs.
- k. The Contractor shall provide parts, which shall be invoiced at direct cost plus the fixed percentage mark-up supplied on their bid response. The contractor shall be reimbursed for their documented cost as invoiced by the supplier plus fixed percentage mark-up. The contractor must submit to the MCPS Project Coordinator, itemized invoices from the supplier when requested by the MCPS authorized representative.

E. QUARTERLY SERVICE REQUIREMENTS MCPS, Division of Food and Nutrition Services (DFNS) facility located at 8401 Turkey Thicket Drive, Gaithersburg, MD.

Services shall be performed on a quarterly basis and scheduled to the mutual satisfaction of DFNS and the MCPS Project Coordinator.

Work shall be performed in like manner according to the services/repair sections of this contract.

The bidder shall complete the services noted in the attached forms and submit completed forms to the MCPS Project Coordinator within three business days of completion of the work.

Refer to the following ATTACHMENTS:

- a. Zero Zone System - Blast Chiller Rack C, Model OPS-SO4004M1-34-404A – Attachment
- b. Zero Zone System - Low Temp Rack B, Model OPS-SO714M2-91-404A – Attachment

c. Zero Zone System -Medium Temp Rack A, Model OPS-SO714M2-91-404A – Attachment

d. Follett Ice Maker, Model HCC700A – Attachment

(There are separate tabs in the attached Excel file – one for each piece of equipment)

APPENDIX A

**Montgomery County Public Schools
Department of Facilities Maintenance**

CHANGE ORDER FORM

Facility: _____ New Work Additional Work

Location of work to be performed: _____

Description of work to be performed: _____

Start Date: ____/____/____ Completion Date: ____/____/____

Total Cost for Change 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.

(Representative Approval) (Date)

(MCPS Consultant Approval) (Date)

(MCPS Department of Facilities Maintenance Approval) (Date)

(MCPS Department of Procurement) (Date)

APPENDIX B

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 to 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 C

**Montgomery County Public Schools
Department of Facilities Maintenance**

OVERTIME REIMBURSEMENT AGREEMENT

Facility: _____

Contractor: _____

Description of work to be performed: _____

Date: _____ **Hours Required:** _____

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

(MCPS Project Coordinator Approval)

(Date)

(Authorized Contractor Representative Agreement)

(Date)

(MCPS Contract Officer Approval)

(Date)

APPENDIX D

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 RFP 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 E

QUOTATION FORM

COMPANY NAME: _____

Bidder shall supply all required information for each line item where a bid price is offered. **DO NOT ALTER OR MODIFY THE QUOTATION FORM IN ANY WAY.** Failure to comply with the above shall be considered non-responsive and disqualify your bid. Prices offered are to be all inclusive, including all required materials and labor costs.

SERVICES:

Item	Description	Estimated Annual Quantities	Units	Regular Rate	Overtime Rate	Total Cost
1	Hourly rate for Technician to repair kitchen equipment	200 (80% Reg 20% OT)	HR	\$	\$	\$
2	Hourly rate for helper to repair kitchen equipment	150 (80% Reg 20% OT)	HR	\$	\$	\$
3	Percentage over direct cost for material	\$25,000	%			
4	Quarterly preventive maintenance service to zero zone racks	4	EA			
5	TOTAL COST					

PARTS:

Item	Description	Estimated Annual Value	Units	% off Manufacturer's Price List
5	Blodgett Commercial Repair Parts	\$6,000		%
6	Cleveland Commercial Repair Parts	\$6,000		%
7	Everpure Commercial Repair Parts	\$5,000		%
8	Frymaster Commercial Repair Parts	\$6,000		%
9	Garland Commercial Repair Parts	\$3,000		%
10	Groen Commercial Repair Parts	\$4,000		%
11	Market Froge Commercial Repair Parts	\$2,000		%
12	Reznor Commercial Repair Parts	\$4,000		%
13	Vulcan Hart Commercial Repair Parts	\$5,000		%
	Total Estimated Annual Value	\$41,000		

QUOTATION FORM – CONTINUED

COMPANY NAME: _____

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

YES _____ NO _____

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

YES _____ NO _____

- **HAS THE BIDDER INCLUDED MANUFACTURER'S LITERATURE FOR PRODUCT OFFERED?**

YES _____ NO _____

- **IS THE BIDDER AN AUTHORIZED REPRESENTATIVE AND INSTALLER OF THE PRODUCT OFFERED AND SUPPLIED CERTIFICATION OR LETTER FROM THE MANUFACTURER VERIFYING CERTIFICATION?**

YES _____ NO _____

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

YES _____ NO _____

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

YES _____ NO _____

QUOTATION FORM – CONTINUED

COMPANY NAME: _____

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

YES _____ NO _____

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

YES _____ NO _____

CHECK OFF LIST FOR MANDATORY BID SUBMITTAL

Mandatory Submittals Check List:

- _____ Signed Invitation for Bid
- _____ Quotation Form
- _____ Addenda or Errata (If any, contractor is responsible to confirm)
- _____ State of Maryland Construction Business License
- _____ Statement of Experience and Letter of Certification from Manufacturer
- _____ Mechanic (CFESA) Certification