

**Office of Finance  
Division of Procurement  
MONTGOMERY COUNTY PUBLIC SCHOOLS  
Rockville, Maryland**

**Invitation for Bid # 9154.8/LB  
Industrial Hygiene and Laboratory  
Services for Asbestos Abatement Projects**

**GENERAL CONDITIONS AND SPECIFICATIONS**

**I. GENERAL CONDITIONS**

**A. Intent**

The specifications contained herein are intended to establish a service contract with a qualified contractor to complement forces with Montgomery County Public Schools (MCPS) Division of Sustainability and Compliance, Asbestos Abatement Unit to ensure and monitor that the asbestos abatement projects adhere to proper work practices in accordance with all applicable federal, state, and local applicable laws, codes, and regulations.

In addition, the awarded contractor shall consult with MCPS staff on abatement planning, attend pre-bid conferences, pre-construction conferences, and project meetings. The contractor's other duties shall include air sampling prior to and during active abatement to determine fiber-in-air concentrations, perform final visual inspections with subsequent final clearance air sampling, collect bulk samples from suspect asbestos-containing materials and other associated services when required.

**B. Awards**

It is the intention to award this contract to the most responsive bidder submitting favorable unit prices with consideration being given to any previous performance for the Board of Education as to quality of service and acceptable merchandise and with regards to the bidder ability to perform should it be awarded the contract. However, the Board of Education reserves the right to make awards according to the best interest of the Board of Education of Montgomery County, Maryland. Awards are contingent upon availability of funds.

**C. Contract Term**

The term of contract shall be for one year as stipulated in 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 bidder will have 10 days from the date of the notification to return the notice acknowledging its intent to accept or reject the extension. Once the response is evaluated, MCPS staff may make a recommendation to the Board of Education to extend the contract or decide to re-bid. If the contract is extended by the Board of Education a contract amendment will be issued.

During the period of the contract, the Industrial Hygiene Contractor will furnish all of the services described in this solicitation. The Industrial Hygiene Contractor understands and agrees that this is a requirement type contract and MCPS will have no obligation to the Industrial Hygiene Contractor if no services are required. The Industrial Hygiene Contractor further understands that MCPS may require services in excess of the estimated annual contract amount and that such excess shall not give rise to any claim for compensation other than the unit prices in the contract.

**D. Special Conditions**

1. Audit Provisions – MCPS shall have the right to examine the successful bidder records pertaining to work performed under the contract to determine and verify their compliance with all contractual conditions. MCPS shall be granted access to such records at all reasonable times during the contract period and for three years thereafter.
2. Contingent Fee – The successful bidder hereby represents that they have not retained anyone to solicit or secure this contract from MCPS upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for bona fide employees or bona fide established commercial selling agencies maintained by the person so representing for the purpose of securing business, or any attorney rendering professional legal services consistent with applicable canons of ethics.

Assignments – Neither this contract nor any interest therein nor claim there under shall be assigned or transferred by the successful bidder except as expressly authorized in writing by MCPS and no contract shall be made by the successful bidder with any other party for furnishing any of the work or services herein contracted for without the written approval of MCPS.

3. Disputes – Any dispute concerning a question of fact arising under this contract shall be disposed of by written agreement between the contractor and the director of the Department of Materials Management or his designee. Pending final decision of a dispute hereunder, the contractor shall proceed diligently with the contract performance.

**E. Pricing**

Bid prices offered shall be all inclusive, including but not limited to labor, equipment and miscellaneous materials, to satisfy all specification requirements. All costs shall be included in the bid prices submitted. All work shall be performed in accordance to the latest applicable laws, codes, and regulations of the various regulatory bodies of the State of Maryland, Federal/local Governments, Environmental Protection Agency (EPA) regulations, Asbestos Hazard Emergency Response Act (AHERA), 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.

**F. 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.

**G. eMaryland Marketplace Registration**

Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace. Registration is free. It is recommended that any interested supplier register at [www.eMarylandMarketplace.com](http://www.eMarylandMarketplace.com), regardless of the award outcome for this solicitation, as it is a valuable resource for upcoming bid notifications for municipalities throughout the State of Maryland.

**H. Addenda/Errata**

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the sole responsibility of the vendor to check the “Event Calendar” on the MCPS website <http://www.montgomeryschoolsmd.org/departments/procurement/> or contact Laly Bowers, Buyer II in the Procurement Unit at [Laly\\_A\\_Bowers@mcpsmd.org](mailto:Laly_A_Bowers@mcpsmd.org) and [procurement@mcpsmd.org](mailto:procurement@mcpsmd.org) to verify whether addenda/errata have been issued. Failure to provide the signed acknowledgement of the addenda/errata may result in the bid being deemed non-responsive.

**I. Submission of Bids**

1. One original and one copy of the bid are requested. The cover page of each copy must be clearly marked original or copy.
2. Copies of Licenses and Certifications as required in **III. Detailed Specifications**. G. Qualifications of Proposed Environmental Hygiene Personnel assigned to this contract.
3. Prior to award and upon request bidder shall submit resumes of three employees with minimum of three years of continuous project management experience that will be assigned to MCPS under this solicitation. Submit upon request copy of all employees resume that will be working on MCPS locations.
4. Copies of Laboratory Accreditation (See **III. Detailed Specifications** F. Vendor Requirements)
5. Item Specifications/Quotation and Hypothetical Project Appendix A and B

**J. Telephone Numbers**

All bidders must provide an emergency point of contact outside of normal business hours. Please indicate the name of the person to contact on a direct telephone number

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Telephone Number

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Representative

**K. Customer References**

Bidders shall provide three references. The references shall have a company name, contact person, address, and phone number of three current customers for which a contract for similar service has been provided. If the reference information is not accurate and MCPS cannot contact the person(s) named then your bid may not considered. MCPS may request additional references.

| <u>Company Name &amp; Address</u> | Contact | <u>Phone</u>  | Contract      |
|-----------------------------------|---------|---------------|---------------|
| <u>Number</u>                     |         | <u>Person</u> | <u>Number</u> |

1. \_\_\_\_\_

Email Address: \_\_\_\_\_

2. \_\_\_\_\_

Email Address: \_\_\_\_\_

3. \_\_\_\_\_

Email Address: \_\_\_\_\_

**L. Projected Requirements**

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.

**M. Emergency Situations**

Should the contractor be unable to furnish the required services within the period of time specified in the contract, MCPS reserves the right to request services from other sources.

**N. Award Criteria:** Award will be based on a combination of the following requirements to determine best value for MCPS.

1. Conformance to specifications.
2. Ability to perform:
3. Price
4. Past performance.

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

Maryland Law requires that 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 or a non-public school "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender. **Bidder shall acknowledge that Section 11-722 of the Criminal Proceedings Article, Annotated Code of Maryland, as amended by the Maryland legislature in June 2006, prohibits a person having a contract with a public school from hiring a registered sex offender to perform work at a school.** An employer who violates this requirement is guilty of a misdemeanor and if convicted may be subject to up to five years imprisonment and/or a \$5,000.00 fine.

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

1. A sexual offense in the third or fourth degree under § 3-307 or § 3-308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under § 3-307 or § 3-308 of the Criminal Law Article if committed in Maryland;
2. Child sexual abuse under § 3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under § 3-602 of the Criminal Law Article if committed in Maryland; or
3. A crime of violence as defined in § 14-101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of § 14-101 of the Criminal Law Article if committed in Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under § 3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.

Each contractor is required to submit, following award of a contract, documentation confirming that its direct employees and those of any subcontractors and/or independent contractors assigned to perform work in a MCPS school facility under the contract meet this obligation.

Additionally, the contractor must confirm that it continues to meet this obligation on an annual basis and/or when there are changes in the work-force that the contractor and/or its subcontractors use to perform the work required by the contract.

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

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

Under recent amendments to § 5-561 of the Family Law Article of the Maryland Code, each contractor and subcontractor shall require that any individuals in its work-force must undergo a criminal background check, including fingerprinting, if the individuals will work in a MCPS school facility in circumstances where they have direct, unsupervised, and uncontrolled access to children. The term "work-force" in this and the preceding section refers to all of the contractor's direct employees, subcontractors and their employees, and/or independent contractors and their employees that the contractor uses to perform the work required by the contract.

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

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

will be responsible for any consequences of a material misrepresentation in its written summary.

Once the contract is awarded, the contractor is responsible for implementing the background check process. An individual in the contractor's work-force may not begin work in a MCPS school facility on an assignment where the individual will have direct, unsupervised, and uncontrolled access to children, until: (a) the background check results for that individual have been received by MCPS; (b) the contractor certifies to MCPS that the individual has received training and/or reviewed informational materials, as appropriate, regarding recognizing, reporting, and preventing child abuse and neglect, consistent with the content provided in training for MCPS employees; and (c) the individual obtains a MCPS identification badge. The badge will be issued by the MCPS Department of Safety and Security, 850 Hungerford Drive, Room 131, Rockville, MD 20850. Appointments are made by calling 301-279-3066. The contractor will be required to return all badges at the conclusion of the contract.

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

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

**P. Multi-Agency Participation**

MCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not be limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community, and/or private colleges/universities that required these goods, commodities, and/or services. Use of this solicitation by other agencies may be dependent on special local/state requirements attached to and made a part of the solicitation at time of contracting.

The supplier/contractor agrees to notify the issuing agency of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies. Each participating jurisdiction or agency shall enter into its own contract with the Award Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award Bidder. MCPS assumes no authority, liability, or obligation on behalf of any other public or non-public entity that may use any contract resulting from this bid MCPS pricing is based on the specifications provided in this solicitation. A negative reply will not adversely affect consideration of your bid/proposal.

**Q. Inquiries**

Inquiries regarding this solicitation must be submitted, **in writing**, to Mrs. Laly A. Bowers, CPPB, Buyer II, Montgomery County Public Schools, 45 West Gude Dr. Suite 3100, Rockville, MD 20850, fax number 301-279-3173. Questions must be received in writing no later than four 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. **Vendor's contact with any other MCPS employee regarding this solicitation prior to approval 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 MCPS Division of Procurement web site address is (<http://www.montgomeryschoolsmd.org/departments/procurement/>)

**II. CONTRACT ADMINISTRATION****A. Project Coordinator**

1. The environmental health specialist will represent MCPS in the execution of this contract as Project Coordinator. No changes to the contract conditions or specifications will be made without the MCPS Project Coordinator approval and authorization by the director of the Division of Procurement or his designee.
2. After award the MCPS Project Coordinator will handle the day-to-day operation and coordination. Scheduling work on site after an award of contract must be made through the MCPS Project Coordinator.
3. The Project Coordinator is authorized to:
  - a) Serve as liaison between MCPS and the Contractor.
  - b) Instruct the Contractor of the details of work required, including the labor, materials and equipment to be used and types of samples to be taken.
  - c) Approve the Contractor's maintained record of time and material used for the job. The Project Coordinator must sign and date these records.
  - d) Approve the rental of equipment and/or tools that may be considered "not customary" to the trade.
  - e) Inspect all work performed and authorize payment upon satisfactory acceptance.
  - f) Give direction to the Contractor to ensure satisfactory and complete performance.
  - g) Monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality.
  - h) Serve as records custodian for this contract.



- i) Accept or reject the Contractor's performance.
  - j) Furnish timely written notice of the Contractor's performance failure to the MCPS Division of Procurement staff.
  - k) Prepare required reports.
  - l) Approve or reject invoices for payment and submitted work schedules.
  - m) Recommend contract modifications or terminations to the MCPS Division of Procurement.
  - n) Issue notices to the Contractor to proceed with the project after receiving signed change orders as required.
4. The MCPS Project Coordinator is **not** authorized to make any determination that alter, modify, terminate, or cancel the contract, affect procurement, interpret ambiguities in the contract language, or waive MCPS' contractual rights.

**B. Officials not to Benefit**

No elected official or employee of Maryland, Montgomery County, or MCPS shall benefit from, or receive any money as a result of this contract. Violation of this article will void the Contract. The Contractor shall pay MCPS any funds received by any official or employee. The contract will be terminated and MCPS shall seek appropriate legal remedy.

**C. Quotations**

The contract unit prices shall include all costs of performing the work, including profit, overhead, administrative costs, and all other costs necessary to provide the desired services. No additional charges i.e. travel time or travel expense will not be accepted. Charges for personnel shall apply only to time actually spent on performance of the work at the job site (on-site) or at the industrial hygiene contractor's site (In-house). Portal-to-portal charges shall not be allowed. In-house work shall be billed in 1/4-hour increments. No other charges will be approved, i.e. truck, tool, gas, etc.

**D. Provision for Price Adjustment**

Price increases will not be considered for the first 180 days of the contract. Thereafter the successful bidder must submit a written request for price relief. Adjustments will be based upon the Consumer Price Index (CPI), specifically, the All Consumer Index, published by the U.S. Department of Labor, Bureau of Labor Statistics, for the Washington D.C., Metropolitan Area (<http://www.bls.gov/>) and shall not exceed seventy-five percent (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. Downward adjustments shall be made by MCPS without a request from the successful bidder.

**E. Estimates**

Prior to the commencement of work on any individual job, the contractor upon request shall submit in writing an estimate to complete the project required containing the following:

1. A brief description of the work to be performed,
2. The estimated number of hours and types of labor,
3. The material cost estimate,
4. The estimated completion date.

All estimates shall be signed and dated by the Project Coordinator and the Contractor, and reference the contract number. A copy of the estimate must be sent to the Asbestos Abatement Unit of the Division of Sustainability and Compliance. The Contractor shall provide information on designated personnel, advanced notice and justification for cost overruns beyond the estimated costs. This will include additional work, personnel and time needed to complete the project.

**F. 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.**

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 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 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 Division of Procurement, Montgomery County Board of Education shall be the insurance certificate holder.

5. Invoicing

The Contractor shall submit invoices in duplicate to the MCPS project coordinator for payment approval. All invoices shall identify pertinent information such as purchase order number; Industrial Hygienist name; contractor name; building name where work was performed; Hours of the CIH, Hours of the Project Manager, TEM or PCM amount, payment terms as offered on the original bid document reflecting any prompt payment discount offered. The MCPS project coordinator shall submit invoices and receiving reports to the Division of Controller on a timely fashion to process payments, and shall specify final or partial payments.

The industrial hygiene firm shall submit AHERA Response Action reports in an electronic media, which will be compatible with Windows or word program that MCPS is utilizing or in a PDF format. AHERA Response Action reports shall be submitted to MCPS no later than 15 days after a NON-NESHAP project, and 30 days after a NESHAP project. Invoices submitted to MCPS for payment shall include names of the individual(s) performing the duties assigned i.e., IH, CIH, PM, and all details of the charges which are reasonable and allowable to the contract and shall identify the specific project to which the charges apply, whether the charges are on-site or in-house charges.

**The Certification Final Visual Inspection of Asbestos Removal from Designated Areas or Systems form must be submitted with AHERA Response Action Reports. MCPS shall withhold payment until form has been submitted. If these requirements are not met when the Contractor submits invoices, MCPS shall not be held responsible for delay in payments.**

G. Withholding of Contract Payments

Despite any other payment provisions of this contract, failure of the contractor to submit required reports when due; or failure to perform or deliver required work, supplies, or services; or failure to deliver acceptable work, supplies, or services will result in withholding payments under this contract. Unless such failure arises out of causes beyond the control and without the fault or

negligence of the Contractor as defined by the clause entitled "Termination for Convenience of MCPS", as applicable. MCPS will notify the Contractor in a timely manner of its intention to withhold payment of any invoice or voucher submitted.

#### **H. Termination for Default or for Convenience of MCPS**

The performance of work under the contract may be terminated by MCPS in whole or in part whenever the Industrial Hygiene Contractor defaults in the performance of this contract or fails to make progress in prosecution of the contract work or endangers such performance and fails to cure such default within a specified time after receipt of notification from MCPS of the action required.

The performance of work or services under this contract may be terminated upon 10 days written notice, in whole or in part, when MCPS determines this is in its best interest. MCPS shall be liable only for payment of work performed or furnished prior to the effective date of such termination.

#### **I. Changes**

No changes to the contract conditions or specifications will be made without the approval of the MCPS Environmental Health Specialist or his designee and the written authorization by the director of the Division of Procurement.

### **III. DETAILED SPECIFICATIONS**

#### **A. Scope of Work**

1. It is the responsibility of the Industrial Hygiene Contractor to ensure that the asbestos abatement contractor assigned to any MCPS asbestos abatement project is adhering to proper work practices in accordance with all applicable federal, state, and local regulations relating to asbestos abatement.
2. The Industrial Hygiene Contractor shall provide consultation on abatement planning, attend pre-bid conferences, pre-construction conferences, and project progress meetings. The Industrial Hygiene Contractor may also be required assist with writing or modify specifications, interpret new regulations, provide estimates of probable cost for planned asbestos abatement and removal projects of MCPS and related work.
3. In addition to performing air sampling to determine fiber-in-air concentrations, a daily review of the procedures and controls will be conducted by the industrial hygiene contractor to monitor and document actual operations versus the policies, regulations and standards set for the asbestos abatement projects.
4. In addition to air sampling, evaluations shall involve walk-through of the job sites to determine suitability of constructed containments and compliance with the required specifications. The industrial hygienists shall evaluate the job site and work practices of the asbestos contractor for acceptability and take the necessary action, if needed, to correct such situations including, but not necessarily limited to:

- a. Completeness of work area isolation.
  - b. Ensure proper posting of signs.
  - c. Respiratory protection and personal protection suitability.
  - d. Decontamination facilities and procedures.
  - e. Work practices such as wet methods employed, bagging, etc.
  - f. Disposal procedures and precautions;
  - g. Destruction of MCPS property during asbestos activities;
  - h. Miscellaneous activities, which, in the professional opinion of the Industrial Hygienist do not correspond with prudent practices of asbestos abatement operation.
  - i. Ensure proper engineering controls is being utilized to minimize airborne fibers.
5. The final inspection of the job site shall consist of a thorough walk through inspection by the MCPS designated Industrial Hygienist, the abatement crew, supervisor, inspectors and/or any other authorized personnel.
  6. Prior to certifying re-occupancy for areas less than 160 square feet or 260 linear feet, all bulk material addressed by the work crews' scope of work must be abated, cleaned up or sealing operations must be complete, and no visible asbestos fiber residue encountered. The Industrial Hygienist shall determine if an area is visually clean through the proper AHERA protocol before allowing re-occupancy.

**B. Analytical Program**

In order to fully utilize air-sampling results as a means to promptly identify and correct problems, it is imperative that results be available within 24 hours. On-site analysis by phased contrast microscopy (PCM) will be required. Samples, which do not clear, shall be tested using trans electron microscopy (TEM), An American Industrial Hygiene Association (AIHA) accredited laboratory and the Proficiency Analytical Testing Program shall be utilized for random follow-up analyses to determine technician accuracy. Turnaround time for sample analysis for trans electron microscopy (TEM) will start once the Industrial Hygienist has turned off the sampling equipment. In an emergency situation, the results shall be presented to MCPS in a timely less than 24 hours. MCPS does not accept "Z" testing.

**C. Purchase Orders/Job Releases**

Prior to the commencement of work, the project coordinator, Asbestos Abatement Unit shall authorize each project. Such authorization shall be in the form of a Purchase Order or Agency Job Release Number, as appropriate. The authorization shall include a general description of the required work, special instructions, and the name of the Asbestos Contractor and/or supervisor of the project. Each project shall include the names of the Contractor Project Manager, Industrial Hygienist, and CIH who is reviewing the report.

**D. Departments Authorized to use Contracts**

The primary user of this service contract will be the Division of Sustainability and Compliance Asbestos Abatement Unit. The Industrial Hygiene Contractor is cautioned not to perform work for anyone, other than the primary user, without written authorization from the Asbestos Abatement Unit.

**E. Performance**

1. The Contractor shall provide project supervision by an Industrial Hygienist (IH) with specialty, training and experience in asbestos assessment and abatement methods. Other services not specified may be requested by MCPS upon occurrence.
2. The Contractor's Industrial Hygienist shall provide on-site monitoring and management of all abatement work undertaken by MCPS.
3. The Contractor's Industrial Hygienist shall be responsible for effectively carrying out the daily monitoring and management activities during abatement including, but not limited to the following:
  - a. Act as MCPS' representative during construction/abatement meetings and provide information pertaining to possible discrepancies between removal specification and work performance.
  - b. Inspection of exterior containment's. Air Sampling inside and outside containments.
  - c. Donning protective equipment and entering containment to observe work practices. This should be performed periodically during the workday to ensure safe practices are being performed inside the containment. The Industrial Hygienist shall run personal work samples to ensure worker safety. The Industrial Hygienist shall make hourly report entries in their daily job report.
  - d. Prepare daily reports and checklists. Job reports shall not exceed a maximum of two hours for projects less than or equal to 160 square feet.
  - e. Conduct sample readings on-site for PCM or transport samples to the laboratory for TEM.
  - f. Receive prior day's laboratory results, reports, and conduct daily briefings with MCPS and/or the abatement Contractor.
  - g. The Industrial hygiene firm shall submit AHERA Response Action reports in an electronic media, which will be compatible with Windows or word program that MCPS is utilizing or in a PDF format to MCPS no later than 30 days after a NON-NESHAP project, and 60 days after a NESHAP project. Invoices submitted to MCPS for payment shall include names of the individual(s) performing the duties assigned i.e., IH, CIH, PM, and all details of the charges which are reasonable and allowable to

the contract and shall identify the specific project to which the charges apply, whether the charges are on-site or in-house charges.

- h. Interact with asbestos removal Contractors during times of disputes pertaining to all work practices, document and bring such issues to resolution.
  - i. In compliance with EPA regulations on asbestos removal, unless there is an emergency, MCPS shall schedule and conduct all abatement activity between the **hours of 2:00 p.m. and 10:30 p.m. Therefore, the industrial hygienist firm will adhere to these hours as regular working hours without additional monetary compensation until after the hours specified in this document. MCPS will consider as overtime-hourly rates, hours worked after completion of an eight-hour day.**
4. In accordance with the AHERA regulation and the air-sampling standard, the Industrial Hygiene Contractor shall perform fibers-in-air sampling before, during and after asbestos abatement in each abatement area. Both general area and breathing zone samples will be collected in accordance with NIOSH Method 7400 or TEM Method in 40 CFR Part 763, Subpart E. Pumps shall be calibrated before and at the end of each sampling cycle and a record of this calibration shall be furnished to MCPS upon request.

General area samples taken during and after abatement be taken at the same locations and be distributed in a uniform manner.

In the event of a change in NIOSH methodology or EPA regulations pertaining to the above, the Contractor will abide by the most current acceptable methodology regulations.

5. Prior to removal of the asbestos containment barriers, and after visible dust and debris has been removed via wet-wiping and HEPA vacuuming, the Industrial Hygiene Contractor will perform aggressive air sampling to ascertain any residual fiber contamination. Twenty-inch oscillating fans or leaf blowers will be used to stir-up air while dislodging fibers from surfaces, suspending them in air and directing them towards the air sampling pumps.
6. The Industrial Hygiene Contractor shall be familiar with both the aggressive sampling protocols proposed by the National Asbestos Council as well as EPA's November, 1986 guidance document, **Measuring Airborne Asbestos Following an Abatement Action**. Aggressive sampling must be performed after the work site has been wet-wiped and HEPA-vacuumed and all plastic removed, except the critical barriers. All the negative pressure filtration units will be left in place in the "on" position. Before any sampling begins, floors, ceilings, and walls shall be swept with the exhaust from a high-speed air circulating device such as a 1-horsepower, electrically operated leaf blower. This activity shall continue until the exhaust has been swept across all surfaces, or for at least five (5) minutes per one thousand square feet of floor area. Stationary fans (20-inch) on 2-meter high stands shall then be placed at central locations so as to induce area-wide circulation. In addition, they shall be directed at the ceiling and operated at low speeds so as to avoid high rates of airflow in the vicinity of the sampling equipment. One fan shall be used for each ten thousand cubic feet of space. The fan(s) shall be left on for the duration of sampling.
7. Pump calibration shall be performed before and after use to assure accurate, defensible results. Proof of factory calibration of field calibration units conducted in accordance with

manufacturer or supplier recommended schedules should be presented to MCPS personnel upon request.

8. MCPS has the option to request the Industrial Hygiene Contractor to perform services not specified in this contract.
9. In an emergency situation, the Contract Administrator, or a MCPS designated representative may place a call, day or night, against this contract and the **Contractor shall respond within a two hour period.** MCPS will have a representative who will be responsible for advising the Industrial Hygiene Contractor of the problem and signing off on the Industrial Hygiene Contractor record of time and materials. The Industrial Hygiene Contractor shall provide a phone number for emergency use outside normal business hours.
10. In other than an emergency situation as described above, the Industrial Hygiene Contractor is expected to respond within a 24-hour period to calls for service.
11. All material and practices which are necessary, or which are normally provided and performed in order to accomplish the desired results, shall be furnished by the Contractor at the bid price and shall conform to all current EPA, OSHA, and other Federal, State, and Local regulations.

**F. Vendor Requirements**

The successful Contractor shall possess the following skills, equipment, and expertise at time of bid submittal:

1. Previous experience in providing each of the services required by this bid document;
2. Sufficient resources to perform the required services, including adequate number of air monitoring personnel with EPA-approved training in asbestos abatement and collection and analysis of air samples by phase contrast microscopy (PCM), NIOSH 7400 method including;
  - a. Air sampling pumps sufficient to collect a minimum of 1000-1200 liter samples simultaneously;
  - b. Differential pressure measuring devices calibrated and reliable to + 0.005 inches of water;
  - c. C.I.H. to direct the air sampling and analysis work; transmission electron microscopy capability (in-house or via current sub-contract) with a turnaround capability of not more than three days and no less than six (6) hours to expedite results. Equipment and analysis shall be in strict compliance with AHERA.
3. Laboratories performing fibers-in-air analysis shall be American Industrial Hygiene Association (AIHA) certified or demonstrate successful participation in the Proficiency Testing Program, for Phase Contrast Microscopy method 7400. Laboratories performing bulk sample analysis shall be accredited by NIST through the National Voluntary Laboratory Accreditation Program (NVLAP). Laboratories performing TEM samples should also be accredited by NIST through NVLAP.



4. Computer-aided drafting capability (in-house or via current sub-contract) for preparation and issuance of abatement project drawings; both in blue print form and on compatible software.
5. Engineering personnel and/or personnel experienced in building construction methods, temporary construction procedures, and local building codes affected by the abatement project specifications; (i.e., fire code requirements).
6. EPA accredited AHERA project designers, inspectors, and management planners, in-house.
7. At least three Industrial Hygienists with minimum three years of continuous project managing experience will be assigned to MCPS, names and resumes shall be submitted with bid response.
8. Bidders shall provide with their response copies of the laboratory accreditation for each laboratory to be used during this contract period.

**G. Qualifications of Proposed Environmental Hygiene Personnel**

**Industrial Hygienist (IH)** – Duties include, but are not limited to, performing on-site inspections, taking air samples, run personal work samples to ensure worker safety, and overseeing contractor to make certain the specifications are being adhered to in compliance with AHERA along with State and Federal regulation. On-site person shall be certified as an AHERA abatement supervisor and has taken NIOSH 582 or equivalency course. Provide copy of current licenses with bid proposal.

**Project Manager (PM)** - Duties include, but are not limited to, supervising and scheduling all Industrial Hygienists and overseeing the operation of the project. Must be certified as an AHERA project designer as well as an inspector/management planner and has taken NIOSH 582 or equivalency course. Project Manager shall be on-site once a day for one hour. Copy of current licenses shall be submitted with bid submission.

**Certified Industrial Hygienist (CIH)** - Duties include, but are not limited to, overseeing the operation of the office and all projects. The CIH must be a Board-Certified Industrial Hygienist. Copy of current licenses shall be submitted with bid proposal

**AHERA Certified Inspector/Management Planner/Designer** - Person has attended an EPA approved training course in that particular discipline along with have passed the Maryland Department of the Environment (MDE) third-party exam for set discipline. Certification and MDE license shall be provided with bid proposal.

**APPENDIX A**  
**ITEM SPECIFICATIONS**  
**UNIT PRICES**  
**(3 Pages)**

QUOTATION FORM

| Description  | Estimated Quantity | Hourly rate        | Total        |
|--|--------------------|--------------------|--------------|
| C.I.H. - Certified Industrial Hygienist (Max. two hrs. for reviewing AHERA Response Action)  | 300                | _____              | _____        |
| Industrial Hygienist - Oversees Individual Project   | 2500               | _____              | _____        |
| Industrial Hygienist – Overtime Rate   | 1500               | _____              | _____        |
| Project Manager - Oversees Number of Projects (max. one hr/ per project/ per day)            | 500                | _____              | _____        |
| Project Manager -Reviewing AHERA Reports (Max. one hr., for reviewing AHERA Response Action) | 500                | _____              | _____        |
| AHERA Cert. Inspector - Sampling   | 250                | _____              | _____        |
| AHERA Cert. Man. Planner - Disseminate   | 250                | _____              | _____        |
| AHERA Cert. Proj. Design- Design's Project   | 250                | _____              | _____        |
| Overtime increase - over eight hour day  |                    | _____              | _____        |
| Weekend/Holiday  |                    | _____              | _____        |
| <u>Bulk PLM</u>  |                    | <u>Rate/Sample</u> | <u>Total</u> |
| Three day turnaround*  | 250                | _____              | _____        |
| 24 hour turnaround*  | 250                | _____              | _____        |
| RUSH turnaround*   | 250                | _____              | _____        |
| PCM On sight   | 2000               | _____              | _____        |
| Lab  | 1000               | _____              | _____        |
| TEM-Three day  | 100                | _____              | _____        |
| 48 hour  | 150                | _____              | _____        |

QUOTATION FORM- CONTINUED

|  |      |             |       |
|--|------|-------------|-------|
| 24 hour  | 250  | _____       | _____ |
| 12 hour  | 250  | _____       | _____ |
| Six hour   | 1000 | _____       | _____ |
| Material cost: Indicate percentage<br>Mark-up over direct cost |      | Percent (%) | _____ |

\*Turn around sample is from the time the I.H. turns the pumps off.

**APPENDIX B**

**Hypothetical Project**

- Project A - A school located in Montgomery County. Normal work hours are from 2:00 p.m. to 10:30 p.m. unless indicated.
- Laboratory - The laboratory used for TEM analysis, located 20 minutes from your office.
- Office - The home base from which all personnel will be dispatched.
- Mileage - There will be no reimbursement for any mileage.

**Industrial Hygiene (I.H.)** - Duties include, but are not limited to, performing on-site inspections, taking air samples, run personal work samples to ensure worker safety, and overseeing contractor to make certain the specifications are being adhered to in compliance with AHERA and State and Federal regulation. On-site person shall be certified as an AHERA abatement supervisor, and have taken NIOSH 7400.

**Project Manager (PM)** - Duties include, but are not limited to, supervising and scheduling all I.H.'s and overseeing the operation of the project. Must be certified as an AHERA project designer as well as an inspector/management planner, and have taken NIOSH 7400. Project manager shall be on-site once a day for one hour.

**Certified Industrial Hygienist (CIH)** - Duties include, but are not limited to, overseeing the operation of the office and all projects. Person must be a board certified industrial hygienist.

**Word Processor/Clerk** - Clerical people whose responsibilities include; but are not limited to, typing field notes compiled by I.H. on-site, assembling and copying reports.

**TEM** will be used for finalizing the area. These samples shall be taken to the lab for analysis. **"Z" testing is not allowed to determine clearance.** Contractor shall not assume any other method of air clearance but what is specified.

**PCM will be used for:**

- a. Preliminary sampling
- b. While setting up the abatement area
- c. During the abatement - inside and outside areas
- d. Personal samples
- e. Clearance for areas less than 160 square feet.

**It is mandatory that all PCM shall be read on-site with results faxed no later than 12:00 P.M. the following morning to the MCPS Asbestos Abatement Unit.**

Time and all materials used shall be charged as follows:

**Appendix B (cont.):**

| <u>Person</u>                | <u>Time</u> | <u>Number/type of Samples</u> | <u>Reason/Description</u> | <u>Cost</u> |
|------------------------------|-------------|-------------------------------|---------------------------|-------------|
| <u>(Thursday) First day</u>  |             |                               |                           |             |
| Industrial Hygienists        | 8 hrs.      | 3 PCM                         | Preliminary samples       | _____       |
| Industrial Hygienists        |             | 6 PCM                         | While setting up area     | _____       |
| Project Manager              | 1 hr.       |                               | Supervise/Coordinate      | _____       |
| <u>(Friday) Second Day</u>   |             |                               |                           |             |
| Industrial Hygienists        | 8 hrs       | 6 PCM                         | During abatement          | _____       |
| Project Manager              | 1 hr.       |                               | Supervise/Coordinate      | _____       |
| <u>(Saturday) *Third Day</u> |             |                               |                           |             |
| Industrial Hygienists        | 8 hrs.      | 6 PCM                         | During clean-up           | _____       |
| Industrial Hygienists        | 4 hrs       | 13 TEM                        | Inspect/finalize area     |             |
|                              |             |                               | Final clearance           | _____       |
| Project Manager              | 1 hr.       |                               | Supervise/Coordinate      | _____       |
| <u>(Sunday)*Fourth day</u>   |             |                               |                           |             |
| Industrial Hygienists        | 2 hrs.      | None                          | Post-abatement check      | _____       |

TEM 12 hour turn around time is required for final results.

\*Note: Saturday and Sunday starting time begins at 8:00 a.m. at weekend/holiday rate.

At the end of the eight hours - begin running the finals (TEM) - \*\*Allow four hours maximum to run finals and return to laboratory. Samples shall be taken and analyzed by **AHERA Protocol**. **MCPS does not accept "Z" testing.**

Report Writing

| <u>Person</u>        | <u>Total Time</u> | <u>Task Performed</u>                                     |         |
|----------------------|-------------------|---|---------|
| Word Processor/Clerk | 4 hrs.            | Typing, correcting, revising and final assembly of report | \$_____ |
| Project Manager      | 1 hr. per project | Total review and revisions                                | \$_____ |
| CIH                  | 2 hrs. (max.)     | Review and revisions                                      | \$_____ |

**TOTAL AMOUNT FOR THE HYPOTHETICAL PROJECT:** \$\_\_\_\_\_

**APPENDIX C**

**CERTIFICATION FINAL VISUAL INSPECTION**

**(1 Page)**

**CERTIFICATION  
FINAL VISUAL INSPECTION OF  
ASBESTOS REMOVAL FROM DESIGNATED AREAS OR SYSTEMS  
BY  
ASBESTOS ABATEMENT CONTRACTOR  
& INDUSTRIAL HYGIENE MONITORING FIRM**

The Asbestos Abatement Contractor: (\_\_\_\_\_), and the Industrial Hygiene Monitoring firm:(\_\_\_\_\_) , certify that specific work areas, as designated by the building owner (Montgomery County Public Schools, Environmental Health Unit) were visually inspected following the completion of asbestos removal operations, and that these specified areas were found to be free of: gross visible asbestos-containing material, asbestos residue, and/or asbestos dust. The Industrial Hygiene Monitoring Contractor further certify that post abatement final clearance air sampling has been performed in accordance with all applicable federal, state and local regulations, including EPA's AHERA regulations. That results revealed acceptable fiber-in-air concentrations of less than 0.01 fiber per cubic centimeter of air (<0.01 f/cc) or, less than or equal to (average) 70 structures per square millimeter ( $\leq 70$  s/mm<sup>2</sup>).

***NOTE:** This certification is limited only to those areas designated to the asbestos abatement Contractor by MCPS and does not provide for, through implication or inference, asbestos containing materials which may be behind walls, structural members or any or all building components not designated for removal by MCPS' Environmental Health Unit.*

**BUILDING OWNER/OWNER'S REPRESENTATIVE SPECIFIED WORK AREA (S):**

**NAME OF BUILDING:**  
**ADDRESS:**

**CERTIFIED BY:**

Abatement Co.: \_\_\_\_\_

Industrial Hygiene Firm: \_\_\_\_\_.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_.

Name (Print): \_\_\_\_\_

Name (Print): \_\_\_\_\_.

Title: \_\_\_\_\_

Title: \_\_\_\_\_.