

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

INVITATION FOR BID #9397.8
FIRE ALARM, SPRINKLER SYSTEMS AND FIRE HYDRANTS
INSPECTIONS/TESTING AND SERVICES/ REPAIR

GENERAL CONDITIONS AND SPECIFICATIONS

I. GENERAL CONDITIONS

A. SCOPE

The specifications contained herein are intended to accomplish all mandated annual three (3) and five (5) year inspections, testing and service of Fire Alarm, Sprinkler Systems and Fire Hydrants in compliance with National Fire Protection Association (NFPA), Montgomery County Fire Code Requirements and Montgomery County Public Schools (MCPS) specifications for various types and brands of systems and equipment as listed herein. The contractor(s) shall also provide repair/service qualified technicians to supplement the MCPS maintenance personnel in performing repairs/services on an “as need bases” throughout the annual term of the contract. The inspections and testing of Fire Alarms, Sprinklers and Fire Hydrant Systems shall be performed at all MCPS facilities and in the time, frame specified herein, including approximately 600 portable classrooms throughout MCPS.

B. INTENT

1. It is the intention of these specifications to secure all-inclusive unit prices to fully cover all required materials and labor for the scope of work as identified above. MCPS Fire Alarm, Sprinkler and Fire Hydrant (annual and 5 year) Systems annual inspection/testing cycle **shall start within the first week of March and be 100% completed on or before the Second Friday in August.** If contract extension(s) are approved by MCPS for future years, this inspection testing time period will be repeated each year.
2. The intent is to also use the unit prices offered for technical labor throughout the term of contract for various repairs/services as approved by MCPS. MCPS may elect to award to multiple contractors, based on bid prices offered at bid opening. The successful contractor(s) will be required to provide repair proposals with start/completion dates as requested by MCPS. Materials will be priced in accordance with the change order section herein. **Successful contractor will be required to submit Asbestos Free Verification Form as applicable and required herein. See General Conditions Section M and APPENDIX G.**
3. **Bid prices offered shall be all inclusive, including but not limited to labor, equipment and miscellaneous materials, to satisfy all specification requirements. All costs shall be included in the bid prices submitted.** All work shall be performed in accordance with the latest applicable laws, codes and regulations of the various regulatory bodies of the

State of Maryland, Federal/Local Governments, with special attention to Montgomery County Fire Code, NFPA, 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.

C. **AWARD**

1. This solicitation does not commit MCPS to award any contract or to pay any costs incurred in the preparation of a response. It is the intention to award this contract to the bidder(s) submitting the most favorable prices with consideration being given to any previous performance for the MCPS Board of Education as to quality of service and 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 MCPS. Awards are contingent upon availability of funds.
2. Wherever the term "provide" is used, it shall mean, "Furnish and install in place, complete in all details".
3. The contractor shall allow for and make any minor inventory adjustments as identified during the inspections and testing procedures.

D. **SITE INSPECTION**

The successful Contractor shall inspect the work sites using appropriate calculations to develop proposals based on awarded unit prices. The Contractor must report to the main office at each location and contact the Building Service Manager prior to inspection or repairs. When the proposal has been submitted and received, it is 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. **Failure to do so will not relieve the successful Contractor of the obligation to furnish all materials and labor necessary to fully carry out the provision of the contract document.**

E. **SCHEDULE/RESTRICTIONS**

1. **General Schedule Requirements**

Work may begin upon receipt by the successful bidder(s) of a purchase order issued and signed by the director of the Department of Materials Management, and the issuance of facility and schedule assignments by the MCPS Project Coordinator.

2. **Annual Inspection Schedule**

- a. All Fire Alarms, Sprinkler Systems and Fire Hydrants inspections and testing for all facilities and portable classrooms shall be performed **Monday through Friday between the hours of 6:00 am and 6:00 pm**. All annual tasks for the base year must be **performed the first week of March through the second Friday in August**. **All inspections and testing for all facilities must be 100% completed by the second Friday in August.** MCPS staff and successful bidder(s) will develop the

schedule and work with the successful bidder(s) to coordinate with facility administrators to complete as specified. **Contractor(s) will be allowed to perform inspections during normal school day hours if they are capable of deactivating the audios and visible signals and the administration has approved the work scheduled.**

- b. **The audio and visible testing of the fire alarm and sprinkler systems shall be performed before or after normal instructional hours of the school day.** Contractor(s) will be allowed to perform the silence testing and inspections during normal work day hours, if the contractor is capable of deactivating fire alarm notification devices. However, contractor shall monitor fire alarm panels throughout test and inspection period to ensure all emergency notifications during the testing/inspection period will be communicated to all occupants. The contractor shall reactivate all notification devices whenever fire alarm panels are not being monitored.
- c. If Contractor is unable to deactivate the fire alarm panel(s) because of fire alarm system design, MCPS will re-schedule the facility for none school day. Contractor shall assign a minimum of one experienced fire alarm technician to each of the testing and inspection teams, who have the required training to deactivate and activate notification on various types/brands of fire alarms systems.

3. Various Service/Repairs

- a. Future Service/Repair Proposals: **No Proposals will be accepted without start and completion dates identified.** A purchase order issued and signed by the director of the Department of Materials Management will be the contractor's authorization to proceed with an approved proposal. All work is to be totally completed on or before the stated completion date identified and accepted on each proposal. This includes, but is not limited to, final inspections by MCPS staff, all cleaning tasks, punch-out work etc.
- b. The contractor must be able to respond to Fire Alarm, Sprinkler Systems and Fire Hydrants and related equipment, service and repair requests **within two hours for emergencies and within 24 hours for non-emergencies**, after receiving a call from the MCPS Project Coordinator or other authorized MCPS Representative. A list of MCPS authorized staff that can request services will be provided to the successful contractor(s). All service ticket must be signed by a MCPS representative on site at each facility upon completion of work.
- c. The contractor will be paid a **minimum of two hours** technician labor for each service/repair call. **Travel time and truck charges are to be included in rate offered herein; MCPS will not pay separate travel time or truck charges.**

F. CONTRACT TERM

The term of contract shall be for one year as stipulated on the Invitation for Bid. However, the contract may not begin until one day after approval by the MCPS Board of Education, and shall conclude as stated under the contract term. MCPS reserves the right to extend this contract at

existing prices, terms and conditions for up to four (4) additional one year terms. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful bidders(s) ninety days prior to the expiration of the original contract. The bidder will have ten days from date of notification to return the notice acknowledging its intent to accept or reject the extension. Once all responses are evaluated, MCPS staff may make a recommendation to the MCPS Board of Education to extend the contract or decide to re-bid. If the contract is extended by the MCPS Board of Education, a contract amendment will be issued; **however, no purchase order will be issued until extended insurance certificate, performance/payment and material bonds have been received by MCPS.**

G. QUANTITIES

MCPS shall not be obligated to purchase any specific quantity. Annual estimated quantities identified on the Quotation Form are subject to change up or down and purchases are dependent upon the requirements of MCPS and on budgetary limitations. Orders will be placed from time to time throughout the contract term.

H. PROVISION FOR PRICE ADJUSTMENT

1. Price increases will not be considered for the first year (12) months of this contract. Thereafter the successful bidder(s) must submit a written request for price relief. Adjustments will be based upon the Consumer Price Index (CPI), specifically, the All Consumers Index, published by the U.S. Department of Labor, Bureau of Labor Statistics, for the Washington, D.C., Metropolitan Area and shall not exceed 75% of the percentage change of January 1 CPI's, rounded to the nearest tenth of a percentage. MCPS reserves the right to accept or reject the request as may be determined to be in the best interest of MCPS. Any orders prior to a request for price increase shall be honored at the original contract price. If a price increase is accepted a contract amendment will be issued. Downward adjustments shall be made by MCPS without a request from the Contractor.

Unit prices quoted herein are subject to price adjustment downward in accordance with decreases in prices announced by the manufacturer of the subject item any time after the bid opening date. Recommendation for awards, however, shall be made based on the original submission only.

I. MCPS EMERGENCY/CRISIS PROCEDURES, SHELTER/LOCKDOWN

Emergency/ Crisis Procedure Information

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

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

J. WARRANTY/SERVICES/REPAIR

1. All workmanship and materials shall be guaranteed for two years. The warranty shall begin once the MCPS Project Coordinator has approved the contractor's final invoice for payment. Final payment will be made once the installation is complete and accepted by MCPS for each proposal.
2. Warranty shall provide for replacement of defective materials plus installation and labor. Any warranty claim made by MCPS prior to the expiration of said warranty shall be satisfied although the warranty has subsequently expired. Failure of a bidder to provide satisfactory warranty service to MCPS will be grounds for exclusion from future bidding.
3. Point of contact may change between MCPS and the Contractor when identifying and resolving warranty claims during the warranty period.

K. BRAND NAMES

1. Commodity descriptions that state "Only a specified brand will be considered" are brands that have evaluated and tested for inclusion of this bid and are the only brands acceptable at this time. **No substitutions will be accepted.** Other brands will be evaluated by MCPS if materials are submitted at no cost to MCPS. Forward samples/information to Montgomery County Public Schools, Contracts Office, 45 West Gude Drive, Suite 4300, Rockville, Maryland 20850. **Testing normally requires a minimum of workdays to complete; therefore, your samples/materials for testing may be approved for future bids if the evaluation is satisfactory. The process of evaluation is intended for larger types of equipment and/or components i.e. bleachers, elevators, lockers flooring, roofing systems, and PA Systems.**
2. The brand name, code or model number on each item being offered, even if bidding the specified brand shall be provided. If a brand and code or model number is not shown your bid may not be considered.
3. If an item specification shows code or model numbers that have been discontinued, the bidder shall state so and indicate the current code or model number.

L. MATERIALS

1. 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.
2. All parts shall be furnished at the contractor's actual cost plus percentage mark as listed on change order section herein. The contractor shall be required to provide appropriate documentation of its cost with their proposal and invoice.

3. MCPS may elect to supply parts, therefore, the contractor shall check with the MCPS Project Coordinator before providing the required parts.

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 e.g. |
| • Fire Board | BUR Asphalt, Felts, Cap Sheets, |
| • Floor tile and sheet flooring, | 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 G**) **within 15 working days** after receipt of the "Pre-Award Notification" letter for each listed product required in the execution of the scope of work.

2. Existing Asbestos Materials

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

N. DESCRIPTIVE LITERATURE

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

literature may result in disqualification. Bidder shall show the manufacturer's code and catalog numbers of the item(s) offered. The cover of the brochure shall contain:

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

O. DEVIATIONS

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

P. SUBMISSION OF BIDS (Sealed Bids Only) – Required Submissions

1. **Bid Documents**

One original and one copy of the bid are requested. **Faxed responses are not acceptable. SEALED BIDS ONLY.** The cover page of each copy must be clearly marked original or copy. Bidders may wish to reproduce and retain an additional copy for your files.

2. **Quotation Forms I (Six Pages)**

- a. Quotations are to be entered on the Quotation Form supplied under **APPENDIX H** and **APPENDIX I**. The bidder shall submit individual facility costs.
- b. **Bidder must submit a separate price for each item listed on the Quotation Forms. 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 any discrepancy between the unit cost and total cost, the unit cost shall prevail. This solicitation shall be valid for acceptance during a period of no less than 90 days from date of opening.

3. **Addenda/Errata**

Changes and addenda to a solicitation may occur prior to the bid opening date and time. It is the bidder's responsibility to check the MCPS website under the event calendar (<http://www.montgomeryschoolsmd.org/departments/procurement/>) or contact the Division of Procurement by email to [Laly A Bowers@mcpsmd.org](mailto:Laly.A.Bowers@mcpsmd.org) and procurement@mcpsmd.org to confirm that they have all addenda/errata. Failure to acknowledge addenda/errata on the form may result in a bid being deemed non-responsive and consequently rejected.

4. **Minority Business Enterprise in Public Schools**

Attachment A and B of the MBE PROCEDURE (APPENDIX A) reflecting **minimum 0% MBE participation** shall be submitted with your bid. (See II Contract

Administration” for additional MBE information) **Failure to supply as specified may disqualify your bid response.**

5. **License/Certifications**

- a. **State of Maryland License:** 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. **Montgomery City approved Fire Alarm and/or sprinkler license contractor.** Copy of license shall be submitted with bid proposal. **Failure to provide licenses may disqualify bid proposal.**

6. **Statement of Experience**

The bidder shall provide a statement of experience certifying they have been in business and have experience in the principle trade work for a minimum of five years. See “**CONTRACT ADMINISTRATION SECTION, K QUALITY ASSURANCE**” for more information. **Failure to provide required documentation may disqualify bid proposal.**

7. **Bid Security**

See **General Conditions Section S. Bid Security.**

8. **Technical Staff**

Bidder shall provide a list of names and resumes of technical staff that will be assigned to this contract if the firm is awarded. **Appropriately licensed trade persons shall perform all trade work. A copy of their licenses must be submitted with bid proposal.**

9. **References**

Bidders shall provide three references with their bid submission. See **General Conditions, T. References.**

Q. **Contractors' Obligation Regarding Criminal Records of Individuals Assigned to Work In MCPS Facilities**

Beginning July 1, 2015, all MCPS contracts must include the following provisions:

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

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

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

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

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

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

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

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

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

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

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

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

Once the contract is awarded, the contractor is responsible for implementing the background check process. An individual in the contractor's work-force may not begin work in a MCPS school facility on an assignment where the individual will have direct, unsupervised, and uncontrolled access to children, until: (a) the background check results for that individual have been received by MCPS; (b) the contractor certifies to MCPS that the individual has received training and/or reviewed informational materials, as appropriate, regarding recognizing, reporting, and preventing child abuse and neglect, consistent with the content provided in training for MCPS employees; and (c) the individual obtains a MCPS identification badge. The badge will be issued by the MCPS Department of Safety and Security, 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 REGISTRATION

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. BID SECURITY

SURETY STATEMENT

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

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

We are prepared to provide, Performance, and Payment Bonds for future MCPS projects provided (name of applicant) makes application to us at the time of the Bid, and we are satisfied with the prevailing underwriting conditions, including but not limited to, acceptable contract terms, job specifications and acceptable bond forms.

- 3. If the successful bidder withdraws their bid or fails to execute and deliver to MCPS the contract and the required bonds within five working days after receipt of the Bid Award, the Bid Security shall be forfeited to MCPS as damages for such failure. **Note: Failure to submit the required Surety Statement with the bid proposal shall be a reason to be considered a non-responsive bid.**

T. REFERENCES

Bidders shall provide three references with their bid submission. The references shall have company name, contact person, address and phone number of three current customers for which a contract for similar size and type of project has been provided. If the reference information is not accurate and MCPS cannot contact the person(s) named then your bid may not be considered. MCPS may request additional references. **Note: All bidders must provide references including bidders current engaged in business with MCPS.**

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

Email: _____

2. _____

Email: _____

3. _____

Email: _____

U. INQUIRIES

Inquiries regarding this solicitation must be submitted **in writing** to Laly Bowers, Senior Buyer, Montgomery County Public Schools, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850 or 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 Board of Education will not be responsible for any oral or telephone explanations or interpretations. **Bidder contact with any other MCPS employee regarding this solicitation until the contract is awarded by the MCPS Board of Education will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its bid.** The web site address is <http://www.montgomeryschoolsmd.org/departments/procurement/vendors.aspx> for the MCPS Division of Procurement.

Subsequent to the award, if the Contractor finds any discrepancy or omission and has questions of MCPS’s intent, prior to performing work, they shall notify the assigned MCPS Project Coordinator **in writing** via **email** to resolve and receive clarification, with copies to the Director, Division of Procurement or his/her designee.

V. AWARD CRITERIA

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

W. SPECIAL CONDITIONS

1. Audit Provisions – MCPS shall have the right to examine the successful bidder(s) records pertaining to work performed under the contract to determine and verify their compliance with all contractual conditions. MCPS shall be granted access to such records at all reasonable times during the contract period and for three years thereafter.
2. Contingent Fee – The successful bidder 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) 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 Contracting Officer. Pending final decision of a dispute hereunder, the contractor shall proceed diligently with the contract performance.

II. CONTRACT ADMINISTRATION**A. PRE-AWARD MEETING**

1. MCPS reserves the right to convene a meeting with the apparent low bidder prior to awarding a contract. The purpose of this meeting is to afford all parties an opportunity to discuss any aspects of project and contract execution, which may be of concern for the successful and timely completion of the project.
2. Documents required elsewhere in these specifications, such as service and warranty agreements, shall be provided at this meeting.
3. Issues raised during this meeting, which cannot be resolved to MCPS satisfaction, will be cause to reject the apparent low bid and to consider the next lowest bidder as the successful bidder.

B. CONTRACT SECURITY

1. Security may be in the form of Certified Cashier's or Bank Treasurer's Check **OR** Bonds (AIA Documents A-311, A-312, or similar). The bonding firm must be licensed to do business in the State of Maryland.
2. Upon receipt of the Pre-Award notification letter, the successful bidder shall deliver to MCPS **within five working days**, security requirements which are:

Performance and Payment Bonds – Bonds are required for contracts in excess of \$50,000.00. The bidder shall provide a bond in the amount of the total contract value, or for \$100,000.00, whichever is less.

3. If bond(s) are to be used for contract security, the cost of the bond(s) shall be borne by the contractor. **Note: Failure to supply the Contract Securities as specified will be considered a non-responsive bid offer.**
4. Any contract extension approved by MCPS Board of Education under this contract shall include re-issued bonds as specified herein. No purchase order will be issued until extended performance/payment and material bonds have been received by MCPS.

C. POST AWARD SUBMISSIONS

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

2. Sub-Contractors

- a. The successful bidder shall supply a complete list of all sub-contractors for evaluation by MCPS. This list must be submitted within two workdays after MCPS makes the request. **Failure to do so will be grounds for termination of our bid.** The Contractor shall be responsible for assuring that all proposed sub-contractors are in good standing with MCPS.
- b. MCPS shall notify the contractor **in writing** if, after due investigation, there is reasonable objection to any of the proposed sub-contractors. Failure of MCPS to make objection to any proposed sub-contractor shall constitute notice of no objection. Each sub-contractor may be required to furnish to MCPS, in duplicate, proof of their financial stability and experience to perform the particular work for which they will be engaged. All contractual agreements between the contractor and their sub-contractors shall be written, unamended, on the Standard Form of Agreement between contractor and sub-contractor, AIA Document A401 (most recent Edition). Upon request the contractor shall supply copies of this contract to MCPS **within five working days**.
- c. MCPS acceptance of sub-contractors in no way relieves the contractor from being responsible for the total and complete performance of the work for the project; i.e., failure of the sub-contractors to satisfactorily perform the work in a timely fashion is the contractor's responsibility and not that of MCPS.

3. Minority Business Enterprise (MBE) in Public Schools

- a. Certified Minority Business Enterprises are highly encouraged to respond to this solicitation.
- b. **It is important that bidders review the new state revised MBE Procedures carefully to ensure compliance**". There is a 10% MBE goal set for this bid. On future state-funded project(s) that may be performed under this bid, that exceed \$50,000, a new MBE goal may be established based on the scope and size of the work. The bidder(s) may be required to solicit MBE participation, which will include providing revised Certified MBE Utilization and Fair Solicitation Affidavit (Appendix A; Attachment D) along with other required MBE forms that may be applicable. Bidders are always strongly encouraged to make a good faith effort to solicit Certified Minority Business participation to provide materials, supplies, equipment, and/or service whenever possible at any time prior to bidding and throughout the course of the project(s).
- c. Refer to the document, MINORITY BUSINESS ENTERPRISE PROCEDURES, February 8, 2021, included with this bid solicitation package under **APPENDIX A**.
- d. MBE pages D1 through D10 of Attachment D, the MBE Procedure located herein under **APPENDIX A**, **must be completed and submitted with the bid proposal** identifying the bidder's specific commitment of certified minority business **even when the MBE goal is 0%**. *Failure to supply as specified will disqualify your bid proposal.*

- e. MCPS expect all bidders to make the good faith effort to meet or exceed the established MBE goal for this invitation to Bid. MCPS will NOT grant MBE waivers without sufficient support documentation that clearly substantiates that the bidder has made a sincere good faith effort to meet the MBE requirement. There will be an extensive effort required on the part of the bidder to ensure compliance with the MBE procedures to rationalize a review of an MCPS waiver request.
- f. Contact the MCPS MBE Liaison at 240-740-7700, regarding any other MBE procedure questions. Current listing of the MBE certified Contractors can be obtained http://mbe.mdot.state.md.us/directory/search_select.asp.

4. Submit Evidence of Insurance

a. Insurance

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

b. Additional insurance

The Montgomery County Board of Education shall be named as an additional insured on all liability policies. The limits of such liability insurance for each occurrence shall be equal to or greater than \$1,000,000.00 for commercial general liability, \$1,000,000.00 for automobile liability, \$1,000,000.00 for worker's compensation, and employer's liability an additional \$1,000,000.00.

c. Policy Cancellation/Certificate Holder

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

5. Invoicing

- a. Bidder shall submit invoices to the MCPS Project Coordinator via email for payment approval. All invoices shall identify pertinent information such as purchase order number and building name where work was performed. The MCPS Project Coordinator shall submit invoices and receiving reports in a timely fashion to the Division of Controller to process payments, and shall specify final or partial payments.
- b. On state funded projects a completed State of Maryland, Certified Minority Business Enterprise Participation Standard Monthly Contractor's Requisition for Payment Form 306, **must accompany all invoices involving state funding** (See APPENDIX A, Attachment G herein). **No invoices will be processed for payment without this**

form being submitted. Invoices that do not have payments to MBE Sub-Contractors identify by placing a zero on the form.

- c. **MCPS is not obligated to make partial payments.** However, partial payments may be considered based upon the contractor's justification of expenditures and satisfactory work performed up to 75% of the total cost. The remaining balance will be paid upon MCPS' acceptance of the work as being 100% complete and in compliance with specifications. MCPS will refrain from making any partial payments if, in MCPS' opinion, the project falls behind schedule. MCPS may resume making partial payments once all delays have been overcome and the project is back on schedule. Final payment shall be made after the project is complete in all detail and as specified and accepted by the MCPS Project Coordinator.
 - d. Partial payment invoices shall be accompanied by a schedule of values allocated to various portions of the work (similar to AIA Documents G702 & G703). This schedule, unless objected to by the MCPS Project Coordinator, shall be used as a basis for reviewing the contractor's application for partial payment.
6. Permits & Inspection

The contractor shall obtain all required permits, pay all fees, and certify that other required permits have been obtained prior to commencing work. Upon completion of all work, obtain all certificates of inspections required and deliver them to the MCPS Project Coordinator. All required permit certificates and related documentation shall be submitted to the MCPS Project Coordinator for approval prior to final payment.

D. STATE FUNDED PROJECT COMPLIANCE REQUIREMENTS

1. The Contractor shall complete and submit to MCPS, "**CONTRACTOR'S CERTIFICATION" OF RECEIPT OF PAYMENT**", included with this bid solicitation package under **APPENDIX B**. This form shall be completed after the Contractor has received payments from MCPS exceeding the amount of the State funding. At the time of the contract award, the Contractor shall be informed of the actual dollar amount being funded by the State for the project. Once the Contractor has received payment from MCPS exceeding this amount, the Contractor shall have ten days in which to submit **CONTRACTOR'S CERTIFICATION OF RECEIPT OF PAYMENT** to MCPS. No further payments will be made to the Contractor until this form has been submitted.
2. **THE CONSTRUCTION SIGN SHOULD BE ERECTED FOR ALL STATE OF MARYLAND SCHOOL FUNDED CONSTRUCTION PROGRAM PROJECTS THAT EXCEEDS \$100,000.** The Contractor shall supply and install the sign specified herein in **APPENDIX C** on the project site. The Contractor has the option of making a specified sign or obtaining the sign from State MCE Sign Platt (a State Agency) at 410-799-5102 or 5103. The current price from Maryland Correctional Enterprises for this sign is \$525.00 with lead-time of approximately one week. The Contractor shall coordinate the location of the sign with the MCPS Project Coordinator. The Contractor shall remove the sign and restore the site to original condition upon the completion of the contract. It will be MCPS option to either retain the sign for future use or have the Contractor dispose of the sign.

E. MARYLAND BUY AMERICAN STEEL ACT

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

F. SALES TAX

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

G. PERFORMANCE

1. The contractor shall have on the job site at least one person fluent in English and all employees are required to have an MCPS badge at all times.
2. **The contractor must provide to the MCPS Project Coordinator cellular telephone numbers and email addresses of project managers to allow for day-to-day direct communications.**
3. Work to be completed in a timely workmanlike manner; fumes, odors, materials and work procedures will be controlled to protect occupants and property from harm and damage.
4. The contractor shall furnish the services of an experienced supervisor, who shall be in charge of the work and to provide direction to the crew at all times.
 - a. The contractor shall not send more than two people; one technician and one helper on a job for service and repairs without MCPS prior approval.
 - b. The contractor shall provide the names of the technicians assigned to this contract. Resumes of qualified technicians and key personnel shall be supplied with bid submission.
 - c. After the project has been awarded any employee changes must be approved by MCPS prior to the employee reporting to the job.
5. Contractors and employees:
 - a. Contractors are required to have **all employees complete the fingerprinting and background check, so they can receive an MCPS Contractor badge.** MCPS Contractor’s badges shall be worn while on-premises. **Contractor’s employees/workers without an MCPS contractor badge may be denied entry; however, if entry is granted** contractors will be required to check in daily at the

facility's main office to obtain a visitor badge. These badges must be returned to MCPS daily. All Contractors employees must wear a badge while on site.

- b. Use of any form of tobacco products, liquor and/or illegal drugs is not permitted in MCPS buildings and on grounds.
 - c. Are not to routinely use facility equipment and buildings, i.e., telephone, lounges, toilet rooms, parking lots, etc. The MCPS Project Coordinator will designate such facilities authorized for contractor use.
6. All work shall be scheduled to the mutual satisfaction of the school administration and the MCPS Project Coordinator to avoid conflicts with school activities.
 7. The building is expected to be occupied by MCPS administrative staff, but not students throughout the stated period allowed for this work. No roof surface materials shall be installed while students are in the building.
 8. Work area must be left clean and safe after each work day. The contractor must remove all debris generated by the work from the premises daily, adhering to **Montgomery County Solid Waste and Recycling Regulation No. 15-04AM, COMCOR48.00.03**. The contractor shall track all recyclable materials such as metal, concrete, asphalt, cardboard, etc. and provide to MCPS recyclable amounts by weight as requested.
 9. All tasks must be performed in strict compliance with the latest local, state and federal regulations having authority. The Occupational Safety and Health Administration Hazard Communication Standards and the Occupational Safety and Health Administration Hazard Communication Standards must be followed.
 10. Contractor shall restore, patch and repaint areas that components were removed from existing structure to match exit finish.
 11. Upon completion of all work, repair lawns, landscaping, fences, roads, curbs, sidewalks, parking areas damaged, as a result of the work; restoring damaged items to condition as good as existed prior to damaging. Damaged lawns shall be Hydro-seeded or re-sodded; damaged shrubs and trees shall be replaced.
 12. **Failure to perform in accordance with MCPS specifications and industry standards may result in the contractor being removed from the approved bidder list to receive future Invitations for Bid for a period of two years.**

H. CHANGES IN THE WORK

1. Should it be desired to make alterations or changes at any time during the progress of the work 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 D** must be completed and signed by both MCPS and contractor's authorized representative as identified on the form. **All Change Order Forms, Proposals and other supporting documentation relating to additional work must be supplied to the MCPS Project Coordinator within one week from the time**

the Change Order need is identified. No cost changes to contract will be paid without a complete Change Order Form signed by both parties. Approved Change Orders do not automatically revise completion dates. It is the contractor’s responsibility to provide a written request for extension, as they deem necessary with an explanation of justification. Using project change orders as rationale for not completing on time will not be accepted without an MCPS approved extension. If work is performed without MCPS authorization and/or written Change Order, the contractor will be subject to reversing said work, or work and 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 will be based on the monetary value of the work not to exceed the following rates:

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

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 Request credits and/or extras. At a minimum, change order request shall include a description of the work, detailed material lists, costs of materials (actual contractor costs, not list prices), man-hours and rates. The same material costs, man-hours, rates, supervision, overhead, and profit shall be applied equally to all credits.

I. LATE CHARGES FOR FAILURE TO COMPLETE ON TIME

1. MCPS shall retain \$500.00 per calendar day for delay in completion of annual inspections/testing and related mandated services and for delay of future services/repairs involving MCPS approved proposals identify start/completion dates for all tasks. The late charges shall be assessed by MCPS as a result of not completing on time.
2. Failure to complete the work within the time specified will entitle MCPS to late charges. These charges will be deducted and retained out of any monies due to the contractor under this contract for the sum stated in the above paragraph for each calendar day required to complete the work beyond the agreed upon and documented completion date. This includes Saturdays, Sundays, and legal Holidays.
3. If necessary to reach a proper stopping place in any portion of work or to complete work within contract time limit, the contractor shall work overtime both their forces and the forces of their sub-contractors without additional cost to the contract price. The contractor shall be responsible for all incidental costs in connection with such overtime work including, but not limited to, MCPS building service staff overtime required.

4. If work falls behind schedule, as determined by the MCPS Project Coordinator, the contractor shall provide, at their own expense, additional labor and/or equipment, overtime pay, etc., as required to overcome delays including, but not limited to, MCPS building service staff overtime as required.
5. The MCPS, Project Coordinator, Office of Facilities will review requests for extension of completion time due to strikes, lack of materials, and/or any other condition, over which the contractor has no control. Written application for extension shall be made immediately upon occurrence of conditions that, in the opinion of the contractor requires such an extension, with reason clearly stated and detailed proof for each such delay.

The delay of MCPS issuing a purchase order does not automatically alter any completion dates. If in the Contractor's view the delay of purchase order is having a negative effect on completion of the contract within the dates specified, they must notify MCPS in writing immediately. Using the rationale that a purchase order was issued late, at the conclusion of the work will not be an acceptable reason for requesting a contract extension. No time extension will be allowed except by final written approval of the MCPS Office of Facilities. No requests for extension due to weather conditions will be considered unless accompanied by documentary evidence supplied by the NOAA's National Weather Service showing, by comparison, that such weather suffered is abnormal to any of the past five years as recorded. **No request for extension will be considered by MCPS if received from the contractor after the previously agreed completion date has passed. Late charges will be automatically deducted from monies owed.**

J. CONTRACTOR'S OVERTIME PROCEDURE

If the contractor chooses to work overtime for any reason other than the times specified herein, 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 depending on the individual working. This rate is estimated and could either be more or less than the quoted overtime rate. All overtime work must be requested **in writing** to the MCPS Project Coordinator, at least 48 hours in advance. This will allow MCPS staff sufficient time to coordinate the required Building Service staff participation. **The Overtime Reimbursement Agreement under APPENDIX E** must be completed and signed by MCPS and the contractor before work is to be performed. The request must identify the dates and times the contractor proposes to work. Without written request and Overtime Reimbursement Agreement, MCPS will not approve any overtime.

K. MCPS CONTRACT SUPERVISOR/PROJECT COORDINATOR

1. The Office of Facilities, Division of Sustainability and Compliance (DSC) Project Coordinator will represent MCPS in the execution of this contract. No changes to the contract conditions or specifications will be made without the DSC approval and authorization by the Director of Division of Procurement or his/her designee.
2. After award, the assigned 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. Contact information will be provided upon award.

3. The 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 Team Leader copy to the Division of Procurement;
 - g. Prepare required reports;
 - h. Approve or reject invoices for payment and submitted construction schedules;
 - i. Recommend contract modifications or terminations to the MCPS DSC Team Leader and copies to the Director of Division of Procurement or his/her designee;
 - j. Issue notices to the Contractor to proceed with change orders to the project after receiving an approved revised purchase order issued by the Director, Division of Procurement or his/her designee (see Section F – Changes in the Work).
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.

L. PRE-CONSTRUCTION INSPECTION OF EXISTING CONDITIONS

Upon receipt of the Award Notification Letter, the MCPS Project Coordinator and the Contractor shall schedule a meeting at the project site to thoroughly examine and inspect all existing conditions that will be affected by the work of this contract. Existing conditions to be inspected consist of, but are not limited to, electrical work, finishes, and site conditions. A thorough examination shall be performed, inspections made, and conditions documented for equipment, piping, ductwork, wiring, electrical devices, finishes, structures, etc. which are designated to remain and be reused, to be temporarily removed and re-installed in place, and/or to be removed and be permanently relocated.

The Contractor shall prepare a detailed report of this survey and submit to MCPS for approval prior to performing any work on-site. Failure to submit a report and obtain MCPS approval shall constitute acknowledgment by the Contractor that all existing conditions and work are in good condition and function properly. The Contractor assumes full, unconditional responsibility for maintaining existing conditions in good and working order. The Contractor shall demonstrate that the same good and functional conditions exist at the end of the project as existed prior to

performing the contracted work. Any work or conditions found damaged or defective at project punch-out shall be repaired and/or replaced at Contractor's expense to the satisfaction of MCPS.

M. PROJECT CLOSE-OUT

1. Initial Installation Punch-out

- a. The contractor shall notify the MCPS Project Coordinator **in writing** that the work is ready for punch-out inspection. Punch-out shall occur sufficiently in advance of the installation **completion date** as specified on each proposal, to afford the contractor time to rectify punch list corrections. Before calling for a punch-out, all work shall be completed and all areas shall be clear of construction materials and debris.
 - b. During punch-out, the following shall be present:
 - 1) Authorized representatives of MCPS
 - 2) Contractor
 - c. Upon completion of a punch-out, a written punch list will be prepared by the contractor and submitted to MCPS **within five workdays**.
2. The contractor(s) is entitled to one punch-out inspection and one final inspection for each installation. Any additional inspection by MCPS staff due to the contractor's failure to complete the punch-out items will result in deductions of costs incurred by MCPS for such inspections from the contractor's final invoice.
3. The contractor shall provide written warranty statements indicating start and end of warranty dates to be signed by both the contractor and MCPS.

N. QUALITY ASSURANCE

The successful contractor shall be experienced in inspecting; testing and servicing all types/brands of Fire Alarm and Sprinkler system/equipment listed herein and has been in business for, and has a minimum of five years' experience. **Appropriately licensed trade persons shall perform all trade work. A copy of these licenses must be submitted with bid proposal. Bidder must provide a letter certifying the number of years in business and experience in the principle trade work. This letter of certification must be included with their bid submission. Failure to provide required documentation may disqualify bid proposal.**

III. DETAILED SPECIFICATIONS**A. INTENT**

The detailed specifications are intended to cover the various annual fire alarm, sprinkler systems and fire hydrants inspections, testing and servicing as mandated by the various authorities having jurisdiction and the specifications herein. The bidder(s) will be required to satisfy any and all tasks necessary to comply with state/local codes/laws and shall anticipate all labor and materials required within the time frames mandated. It is MCPS' intention that the contractor(s) perform all fire alarm, sprinkler systems and fire hydrants inspections/testing, etc., during each scheduled visits. This will minimize disruptions. **Detailed reports will be required for all inspections/testing performed and must be submitted to the MCPS Project Coordinator prior to payment request.** These completed reports shall be all inclusive, including not limited to fire alarm, sprinkler systems, hydrant, fire pump, elevator recall, stand pipe, dry system, etc.

B. SCOPE OF WORK

This work shall be performed at all MCPS facilities listed on the Quotation Form under **APPENDIX H** and **APPENDIX I** the additional 600 portable classrooms scattered throughout the school system at various facilities. The contractor(s) shall perform annual inspections, and testing of all Fire Alarms, Sprinkler Systems and Fire Hydrants, including full flow fire pump capacity test, and the inspection of fire pumps and fire hydrants, as required by NFPA Section 72, 20, 13, 25. The contractor(s) shall comply with all Montgomery County Fire Marshal regulations including notification three days before testing, filing a completion reports in Fire Marshal's office and completing the record of completion.

Each system must be inspected/tested by qualified technicians, in the appropriate field, (e.g., sprinkler technician will test and inspect sprinkler system devices, etc.). The Contractor(s) must have the required number of qualified technician's on site (2 total) to perform annual test and inspections. One technician must be located at the main FACP to monitor devices being tested and for any emergencies that may arise. Should an actual emergency arise, the qualified technician shall place the fire alarm system back into service to notify all occupants within the building. One technician must be located at the graphic annunciator and one must be testing devices. **Failure to meet these requirements during testing may result in contractor re-testing of that facility at no cost to MCPS.**

All components and devices shall be logged for exact location of each device tested, including zone location, system address, model number, manufacture, test results, and applicable voltage readings, etc. Any discrepancies found shall be noted individually.

MCPS 3 Year Dry Sprinkler System Testing

The scope of work is for a 3-year dry sprinkler inspection/testing is to be in accordance with NFPA 25 for each dry system.

MCPS 5 Year Sprinkler Inspection

The below scope of work is for a 5-year sprinkler and is to be in accordance with NFPA 25 for each wet system.

1. Perform an **Internal Inspection of each wet & dry system. Each system must be inspected at (the valve, riser, cross main, branch line and one sprinkler head).** Detailed information shall be provided in the inspection report for the location of all inspected sprinkler system valves, risers, cross mains, branch lines and sprinkler heads. Provide pictures of each.
2. Perform an **Internal Inspection of ALL alarm valves and check valves on site.** This includes Stairwells, Sprinkler Rooms and etc. Detailed information shall be provided in the inspection report for each location of all alarm valves and check valves. Provide pictures of each.
3. Perform **Stand Pipe Flow Test** on standpipe if a standpipe is present.
4. Perform **5-year Hydrant Flow Test** on all hydrants located onsite.
5. **Hydrostatically test the Fire Department Connection** for 2 hours at not less than 200 psi, or at 50 psi in excess of the maximum pressure, where max pressure is in excess of 150 psi.
6. **All water and air gauges are to be replaced** with new and must have the current year marked on each. **If gauges are found not to be installed on a ¼ inch 3-way angle valve, one must be installed in the proper orientation for the water or air gauge.**
7. **5-year inspection tags are to be left on each system and each check valve that has been inspected along with a tag placed on the fire alarm control panel with the month and year of inspection along with the inspector's signature.**
8. Any signs of microbial corrosion, also known as microbiologically influenced corrosion (MIC), microbially induced corrosion (MIC) or biocorrosion, are to be reported immediately to the Project Coordinator.

C. **CONTRACTOR QUALIFICATIONS**

1. The contractor(s) shall be an authorized inspector with appropriate state and county licenses, which shall be provided with their bid submittal. Licenses for sub-contractors shall be provided upon request.
2. The contractor(s) shall provide qualified technicians capable of servicing fire alarm, sprinkler system, and fire hydrant any other components of the Fire Alarm Sprinkler System listed in the specifications herein. The technician's resume must be provided to MCPS prior to performing any work.

3. The contractor(s) must be qualified to provide the inspection and testing of the Fire Alarm and Sprinkler system/equipment as outlined in NFPA Section 25, 13, and 72.
4. The contractor shall be engaged regularly in the testing, inspection, servicing, and repair of all Fire Alarm and Sprinkler equipment/systems specified herein. Technicians shall currently be factory trained and have a minimum of five years' experience performing the type of work specified under this bid.
5. The contractor shall perform all repairs as requested, in accordance with MCPS specifications herein and the manufacturer's installation procedures, and in compliance with all applicable codes/laws.
6. **The contractor(s) must prove to MCPS satisfaction that they have sufficient full time staff or secured sub-contractor resources, enabling them to perform multiple facility (two or more) inspections/testing daily and repair assignments simultaneously including emergency/non-emergency repairs, 24 hours a day, seven days a week. The contractor shall have sufficient staff to develop a minimum of two teams consisting of two or more staff that are regularly assigned to perform MCPS facility inspections/testing to satisfy annual inspection testing starting the first week of March and completing 100% all annual inspections for the base year by the second Friday in August.**

D. GENERAL

1. Complete Inspection Binder 'Service Log' which is located inside the front office.
2. Call out the fire alarm system with both ARK Monitoring 1-800-356-2222 and Montgomery County Fire and Rescue (MCFR) 240-683-6520 upon arrival and departure.

1. Coordinator's Inspection Coordinator

- The contractor shall provide one person who shall be designated as the Inspection Coordinator. The Inspection Coordinator shall be the contractor's agent for reviewing the project in the field when required with the school system's representatives and shall be the channel for all inquiries concerning work in progress or work to be started under this contract.
- The Inspection Coordinator should be readily available to review all phases of the project when requested by the school system. The contractor shall notify the school system for his approval of any changes in persons designated as Inspection Coordinator.
- The Contractors Inspection Coordinator shall provide the MCPS with a project schedule and updates as required reflecting any and all changes.

2. Contractor's Service Coordinator

- The contractor shall provide one person who shall be designated as the Service Coordinator. The Service Coordinator shall be the contractor's agent for reviewing the project in the field when required with the school system's representatives and shall be the channel for all inquiries concerning work in progress or work to be started under this contract.
- The Service Coordinator should be readily available to review all phases of the project when requested by the school system. The contractor shall notify the school system for his approval of any changes in persons designated as Service Coordinator.
- The Contractors Service Coordinator shall provide the MCPS with a project schedule and updates as required reflecting any and all changes.

3. Equipment Inventory

It will be the successful contractor(s) responsibility to verify equipment on site.

4. The successful contractor(s) will schedule all inspections directly with facility personnel in coordination with the MCPS Project Coordinator(s) No work shall be performed without the MCPS Project Coordinator's authorization.
5. The contractor(s) will be allowed to perform silence testing and inspections of fire alarm audio and visible devices if a qualified technician is on site who is experienced and capable of deactivating fire alarm notification devices. However, contractor(s) shall have technician at the fire alarm panel at all times during the silence testing to monitor for unexpected emergencies. If an emergency occurs, the technician shall quickly re-activate all notification devices to alert all occupants in the facility.
6. Fire alarm panel(s) that cannot be silenced will be re-scheduled by MCPS for non-instructional school days. Contractor(s) shall assign experience technicians to the testing and inspection team, who have the required training to deactivate and activate notification on various types of fire alarm systems.
7. The contractor shall provide all necessary equipment, including but not limited to, lifts, ladders, smoke/heat/CO detector test kits etc. and tools to complete the inspection.
8. The contractor(s) shall load test all batteries. Any battery that fails the load test shall be replaced by either in-house MCPS staff or the contractor(s) as determined by the MCPS Project Coordinator.
9. **The contractor(s) must provide itemized device inspection report of schools/facilities, type of panels, initiating and indicating devices with location for fire alarm and sprinkler, fire pump, and fire hydrant.**

The contractor(s) are required to complete inspections and submit an Inspection Report that meets NFPA and Montgomery County Maryland requirements. The inspection report

shall include all deficiencies. The MCPS Project Coordinator will determine if MCPS staff will make repairs or authorize the contractor(s) to make such repairs.

10. A Fire Code Compliance Documentation binder is maintained at each MCPS facility. At the completion of inspection, the contractor(s) shall place a copy of the MCPS Inspection Report and additional NFPA forms in the binder at each MCPS facility. One copy of this report shall be forwarded to the MCPS Project Coordinator **within three business days** of inspection and one copy shall be retained by the contractor(s) for their records. Contract shall comply with Local Fire Marshal regulations for all annual inspections.
11. At MCPS's discretion, components failing a test shall be repaired by MCPS Staff, or by the contractor using the unit prices herein. The MCPS Project Coordinator or authorized representative will make this decision and will inform the contractor(s) accordingly. **The contractor(s) shall notify the MCPS Project Coordinator immediately regarding any system found to be non-operational.**
12. If the equipment list is not available for new/modernized facilities that are added to this contract, the contractor(s) shall visit the site to inventory the Fire Alarm, Sprinkler Systems and Fire Hydrants in detail and supply proposal to complete the annual fire alarm and sprinkler inspections/testing for that facility. During the inspection, the contractor(s) shall record the new data from the facility. Data to be listed shall include manufacturer, model number, components, quantities, location of equipment and devices within the facility and other nameplate data. This information will be provided by the contractor(s) and given to the MCPS Project Coordinator via email.

E. REPAIRS

Unit prices offered for technician and helper labor shall be used as required to make routine and emergency services/repairs as requested by MCPS, which will be above and beyond the annual inspection prices offered. Material will be priced in accordance with the change order process herein. Repair work shall be based on the unit prices offered for labor as specified in the contract, and the MCPS Project Coordinator or designated representative must authorize all services/repairs. 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 two hour technical labor for each service/repair calls.

1. The contractor(s) shall be notified by the MCPS Project Coordinator or designated representative to make repairs as required **MCPS will not pay for any unauthorized repairs.**
2. The contractor(s) shall provide and include in their bid prices, all necessary equipment, tools, and miscellaneous truck stock, i.e. ladders, lift, test instruments, etc. as required to complete contract responsibility.
3. The contractor(s) shall submit repair cost estimates for all repairs to the MCPS Project Coordinator or authorized MCPS personnel, as requested, for authorization, prior to making repairs.

4. **All equipment program(s)/access codes must be turned over to MCPS staff upon request.**
5. Materials: The contractor shall provide parts which shall be invoiced using the Change Order cost for material (Section F Contract Administration herein) and the labor supplied on the Quotation Form **APPENDIX H**. The contractor shall be reimbursed for their documented material cost as invoiced by the supplier plus Change Order mark-up. The contractor must submit to the MCPS Project Coordinator, itemized invoices from the supplier.
6. 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, Section F. herein.
7. Service Response Time:
 - a. The contractor(s) shall respond to all routine request placed for repair within 24 hours from receipt of telephone or email notification from the MCPS Project Coordinator or designated representative. Routine repair request will be completed in the timeframe agreed to by the MCPS Project Coordinator and the contractor, prior to making repairs.
 - b. Emergency repair service shall be available 24 hours a day, seven days a week, including all MCPS holidays. The contractor shall respond to MCPS request with a qualified fire alarm/sprinkler technician within **two hours** from receipt of telephone notification from MCPS declaring an emergency situation. The contractor shall stay focused and continue working on the emergency until the situation causing the emergency is repaired. Major labor requirements for emergency service repairs that exceed the two hours minimum service repair time, require prior approval by the MCPS Project Coordinator or approved designated representative.
8. All parts needed to resolve emergency conditions shall be delivered by the fastest priority means available.

F. ADDITIONAL TESTING

It is our intent to use the unit prices offered for technical labor throughout the term of the contract for additional sprinkler system inspections. This will include but will not be limited to three (3) year dry sprinkler system air testing, five (5) year wet sprinkler obstruction testing and five (5) year standpipe flow testing. All additional testing will 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, with special attention to Montgomery County Fire Code, NFPA and all other boards or departments having jurisdiction.

G. SYSTEM FAILURE

The service technician shall report to the MCPS Project Coordinator or authorized representative immediately upon identifying any conditions that may jeopardize the ability of the fire alarm or sprinkler equipment/system to function as intended.

APPENDIX A

SEE NEW MBE DOCUMENTS ATTACHED

APPENDIX B

IAC/PSCP FORM 306.2a

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

This form must accompany IAC/PSCP Form
306.2, Request for Reimbursement to LEA, if
Canceled check(s) are not provided.

LEA:

PROJECT TITLE: _____

PSC NO: _____

I hereby certify that payment in the amount of \$ _____, check number _____ dated
_____ has been received from _____ Public Schools and deposited
to _____ bank) on _____ (date) for capital
improvements made to _____ school/project),

Name of Contractor Firm

Authorized Signature

Date

NOTARIZATION

County _____ to wit:

I hereby certify that on this _____ day of _____ in the year of _____
before me, a Notary Public for said County, personally appeared _____ (name),
and made oath in due form of law that he/she is _____ (title)
of _____ (name of firm), and on behalf of said firm stated that the
matters and facts set forth in the foregoing verification are true to the best of his/her knowledge, information and belief.
He/she acknowledged that he/she executed the same purposes herein contained and that they had full authority to
execute same.

As witness my hand and official seal:

NOTARY PUBLIC

APPENDIX C

STATE PROJECT IDENTIFICATION SIGN

AND INSTRUCTIONS



Wes Moore, Governor
Aruna Miller, Lt. Governor

Building Bright
Futures in Maryland

The State of Maryland and the (Name of County) Board of Education are:

(Name of Project)

at the

(Name of School)

Public School Construction Program

Architect: (Name of Architect)

Contractor: (Name of Contractor)

The Maryland General Assembly

Adrienne A. Jones, Speaker of the House

Bill Ferguson, President of the Senate

Board of Public Works

Wes Moore, Governor

Brooke Lierman, Comptroller

Dereck E. Davis, Treasurer

The plaque should be 12” x 18” and include the following text:

**STATE FUNDS FOR THE (select appropriate option from list below)
THIS SCHOOL BUILDING WERE PROVIDED THROUGH
THE PUBLIC-SCHOOL CONSTRUCTION PROGRAM**

(DATE)

**BOARD OF PUBLIC WORKS
WES MOORE, GOVERNOR
BROOKE LIERMAN, COMTROLLER
DERECK E. DAVIS, TREASURER**

Options to be selected and inserted:

- “...CONSTRUCTION OF...”
- “...CONSTRUCTION OF AN ADDITION TO...”
- “...RENOVATION OF...”
- “...CONSTRUCTION OF AN ADDITION AND RENOVATIONS TO...”

APPENDIX D

**Montgomery County Public Schools
Office of Facilities**

CHANGE ORDER FORM #_____

Facility: _____ Projects Name: _____

Contractor: _____ Date: _____

Change to original scope of work Additional work

General description of work to be performed:

Attach detailed proposal with change order FOR THE TOTAL SUM OF: \$

Changes to the Contract:

The original contract sum was:	\$
Total amount of this change order	\$
Total original contract amount plus or minus previous approved change orders:	\$
Total contract amount including this change order	\$

Completion Date: _____ Work Order #: _____

Notice: Acceptance of this change order does not alter the contract completion date. If this change order has any effect on the contract completion date, additional documentation shall be submitted to MCPS as specified. A revised purchase order issued by the Division of Procurement will constitute an approval of the change order.

_____ (Authorized Contractor Representative Acceptance)	_____ Title	_____ (Date)
_____ (MCPS Representative Approval)	_____ Title	_____ (Date)
_____ (MCPS Contract Supervisor Approval)	_____ Title	_____ (Date)
_____ (MCPS Division of Procurement approval)	_____ Title	_____ (Date)

APPENDIX E

**Montgomery County Public Schools
Office of Facilities**

OVERTIME REIMBURSEMENT AGREEMENT

Facility: _____

Contractor: _____

Description of work to be performed: _____

Date: _____ **Hours Required:** _____

Date: _____ **Hours Required:** _____

Date: _____ **Hours Required:** _____

Date: _____ **Hours Required:** _____

Date: _____ **Hours Required:** _____

Date: _____ **Hours Required:** _____

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

(MCPS Representative Approval)

(Date)

(Authorized Contractor Representative Acceptance)

(Date)

(MCPS Contract Officer Approval)

(Date)

APPENDIX F

MCPS EMERGENCY/CRISIS PROCEDURES SHELTER/LOCKDOWN

Emergency Preparedness Procedures

Key Points for Lockdown-Evacuate-Shelter (Les)

Lockdown

This is a term used to describe an emergency at an MCPS facility. Lockdown alerts staff that imminent danger exists inside or outside the building, and requires moving to an immediate lockdown mode. It requires that all students are under supervision. *The on-site emergency team (OSET) is not activated during a Lockdown.*

Persons authorized to call a Lockdown

School administrators or their designee will notify students, staff and visitors via the PA system and the portable radios when a Lockdown is in effect. Directions should be given to immediately move to a lockdown mode. Staff should make the announcement and notify 911 and Office of School Performance.

Lockdown Alert – Staff Guidance

- When the administrator/designee announces a Lockdown, scan the immediate area outside the classroom or office for any students and staff. Allow them in the classroom/office, and immediately lock or secure the door if possible.
- Make the room look *unoccupied* by turning off the lights, close/cover the windows and blinds, and move away from the line of sight from the doors and windows. Remain silent.
- If staff and students are inside the building but outside a classroom or office when a Lockdown is called, move students to the nearest securable location.
- Staff supervising students outside when a Lockdown alert occurs inside the building should be notified of the Lockdown activation by P.A. or two-way radio. Staff and students should move to a pre-determined safe location identified on the emergency plan away from the building and maintain communication with the command post.
- Ignore the fire alarm system and class change bells.
- Wait for further instructions.

Evacuate

There are two evacuation alerts, *Fire and Directed*.

Fire Evacuation

- Activate Fire Evacuation Alarm
- Students/staff/visitors leave the building by the nearest exit
- Proceed to a point at least 50 feet from the building
- Perform an accountability of the students/staff/visitors

Directed Evacuation

- Will be used during possible High Level Bomb threats, an identified Suspicious Package or an Inside Hazardous Material Release
- Notify 911 and OSP
- Determine plan to direct everyone away from the known danger area
- Announce via PA and portable radio
- Students/staff/visitors must evacuate to a point at least 300 feet from the building

Shelter

This is a term used to alert staff that an emergency exists at or near an MCPS facility. It requires all students to be accounted for and under supervision. Administrators may activate the OSET and set up a command post when appropriate. There are three types of shelters: *Public Safety, Severe Weather and Outside Hazardous Materials Release.*

Persons authorized to call a Shelter alert

Administrators or their designee will notify students/staff/visitors via the PA system and the portable radios when a Shelter alert is activated. It is recommended that an “age-appropriate” announcement of a Shelter alert include a brief description of the nature and location of the incident.

Public Safety Shelter Alert- Staff Guidance

When the administrator announces a Public Safety Shelter alert:

- Bring outside students/staff/visitors into the main building, portable classrooms are secured but not evacuated
- Outside doors are locked and kept secured
- Students should be accounted for in an instructional area.
- Classroom instruction should continue
- Staff must document attendance and report any discrepancies to an administrator/designee.
- During a Public Safety Shelter alert, classroom lockdown is not required.
- *The OSET* may be activated by an administrator during a Public Safety Shelter alert via a PA announcement and over the portable radios.
- Depending on the situation (the nature of the emergency or potential threat), it may not be appropriate to change classes. In these situations, class bells should be turned off and students/staff should remain in their classrooms until directed otherwise by the administrator/designee.
- Do not ignore the fire alarm system.

Severe Weather Shelter – A severe thunderstorm or tornado warning is activated for the area near the school.

- Students/staff/visitors must report to identified weather safe areas inside the building.
- Portable classrooms are to be evacuated to the main building.
- Bring emergency kit/phone with Nextel phone and ensure the NOAA weather radio is continually monitored

Outside Hazardous Material Release Shelter

Alert is a term used to describe a specific shelter alert due to an outside air contamination emergency at or near the building. This could be the result of a suspected chemical, biological, or radiological incident; or a nearby hazardous materials spill.

Outside Hazardous Material Release Alert-Staff Guidance

When activating an Outside Hazardous Material Release Shelter alert, take the following steps immediately:

- Announce a *Outside Hazardous Material Release Shelter Alert*
- Bring students/staff/visitors into the main building from outdoor activities
- Evacuate portable classrooms in consultation if safe to do so
- Secure/lock exterior doors and windows
- Hold students in their current locations inside the building until the best course of action can be determined
- Turn off electrical power to ensure immediate shutdown of HVAC
- Ignore fire alarm system—only in this Outside Hazardous Material Release Shelter alert.

Parent/Child Reunification

All schools have plans in place to reunite students with their parents/guardians in the event of an emergency at a school. This process will ensure the safe and orderly reuniting of students and parents/guardians. Schools will ensure they use a three-step approach.

- Identify parents (using ID)
- Identify student location in the school or PCR location, sign out student
- Unite student and parent/guardian

Firearms

- Avoid attempts to disarm/subdue an armed subject.
- Notify administrator/designee and school-based security of any firearm incidents immediately, and call 911 with details.
- Determine need to implement a Lockdown or Public Safety Shelter alert.
- Abandoned/discarded firearms should be covered by appropriate means and never left unattended.

Bomb Threat Assessment

- Factors to consider:
 - Details/specifics provided by the bomb caller
 - Number of prior threats to the school
 - Current events surrounding the school
 - Demeanor of the bomb caller
- Based on an assessment of the situation and input from the administration of the school, the Department of School Safety and Security and the police, the administrator will make a decision on evacuation. If the parties do not agree, this disagreement will be resolved in favor of evacuation. (Refer to MCPS Regulation EKC-RA.) Use a Directed Evacuation to evacuate the school
- Evacuation is warranted **only** if the threat level is high.
- Evacuation **is** not warranted if the threat level is low.
- It is recommended that an activation of a Public Safety Shelter alert and the use of sweep/scan teams be used during a low level threat when the building is not evacuated.

Bomb Threats Call Trace

- Use “call trace” procedures on the yellow *Telephone Bomb Threat Checklist* card. Follow instructions exactly.
- After hanging up the phone, press *57 on the same line the call came in on.
- Press *47 if you have 279 or 517 exchanges on your school phone number.
- Do not dial “9” before you dial *57 or *47.
- Notify school administration immediately
- Report the bomb threat to 911 and OSP.
- Inform the 911 operator of “call trace” activation.

Bomb Threat Sweep/Scan

- In certain circumstances, staff volunteers may be asked to sweep/scan the facility or grounds for any suspicious items.
- A sweep/scan should be conducted in teams and only by visual means (eyes and ears only).
- If a suspicious item is discovered during a sweep/scan, evacuate to a 300-foot safe zone and notify administrator immediately.
- If a suspicious item is located, do not use a radio or cell phone in the immediate area within 25 feet in all directions.
- No suspicious item should be handled in any manner by school staff (do not touch it!).

Hazardous Material Spills

These guidelines should be followed in the event of a chemical incident in which there is potential for a significant release of hazardous materials. Spill response procedures will vary depending on whether the spill is **small** (less than 18 inches in diameter), **medium** (exceeds 18 inches, but is less than 6 feet), or **large** (exceeds 6 feet in diameter, and any “running” spill that has not been stopped). If a potential biological agent threat or incident is present, follow MCPS Biological Agent Threats/Incidents guidelines.

General Spill Control Techniques: Once a spill has occurred, the staff at the spill site must decide whether the spill is small enough to handle without outside assistance. Guidance should be obtained from science resource teachers or staff with a chemistry background. (i.e., in science labs, chemistry labs, automotive shop areas). *Only staff who are properly trained under OSHA Regulation 1910.120 should attempt to contain or clean up a small spill.*

Small Spill Evacuation: Evacuate the immediate area and surrounding areas whenever the air is or could become untenable (i.e., experiencing difficulty breathing, watery eyes, upper respiratory congestion or tightness in chest, coughing, runny nose, etc.). Also evacuate the immediate area or building if material is emitting vapors or fumes.

If a medium or large hazardous chemical/material spill occurs inside your school building—

- An administrator/designee should call 911 and OSP immediately with detailed information (obtain the chemical MSDS, if available at time of spill incident).
- Evacuate the building immediately using a **Directed Evacuation** to funnel students/staff away from danger area.
- Notify building security and building services staff.
- Secure the area around the spill area.
- Follow instructions from fire and rescue services personnel.

If a medium or large hazardous chemical/material spills occurs immediately outside your school building—

- An administrator/designee should call 911 and OSP immediately with detailed information.
- Shut windows and doors and turn off ventilation systems.
- Notify building security and building services staff.
- Turn class-change bells off, if appropriate.
- Follow instructions from fire and rescue services personnel.
- Activate the Outside Hazardous Material Release alert, if appropriate.

APPENDIX G

ASBESTOS FREE MATERIAL VERIFICATION FORM

PRODUCT TYPE: _____

MANUFACTURERS: _____

MODEL NUMBER TESTED: _____

SUPPLIER: _____

LOT/PRODUCTION NUMBER TESTED: _____

The undersigned contractor certifies that the building materials identified above have been tested in accordance with the bid documents and the EPA requirements. The EPA accredited **laboratory analysis report is attached** that confirms these materials do not contain asbestos.

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

The contractor or the manufacturer can have the laboratory testing performed. The cost for testing shall be included in the bid prices offered.

Below is a list of materials of concern that require laboratory analysis.

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

Contractor

Contractor Representative

Invitation to Bid #

Date

APPENDIX H

QUOTATION FORM

(18 Pages)

**FIRE ALARMS, SPRINKLER SYSTEM AND FIRE HYDRANT INSPECTION
LIST**

Quantities listed are estimated amount based on data collected during previous inspection.
Device quantities may change due to facility modifications during life of contract.

APPENDIX I

QUOTATION FORM (Page 1 of 6)

COMPANY NAME: _____

Bidder shall supply all required information in the space provided. **DO NOT ALTER THE QUOTATION FORM IN ANYWAY!** Provide one price per line item. **Prices are to be all-inclusive, including, but not limited to; all required materials, inspections, testing, service, installation and labor costs, etc.** Failure to comply with any of the above will be considered non-responsive and disqualify your bid.

Item #	Description	Annual Estimated Quantity (At Regular Rate)	Unit Regular Rate	Unit Price OT	Total Cost at Regular Rate
1	Provide the total combined cost of <u>all</u> Fire Alarm, Sprinkler Systems and Fire Hydrants (Annual and 5 year flow test) inspections/testing required as identified for Elementary Schools listed under APPENDIX H. (Note: Provide individual prices for all facilities listed under APPENDIX H.)	As Listed Under APPENDIX H	N/A	N/A	\$
2	Provide the total combined cost of <u>all</u> Fire Alarm, Sprinkler Systems and Fire Hydrants (Annual and 5 year flow test) inspections/testing required as identified under for Middle Schools listed under APPENDIX H. (Note: Provide individual prices for all facilities listed under APPENDIX H.)	As Listed under APPENDIX H	N/A	N/A	\$

APPENDIX I

QUOTATION FORM (Page 2 of 6)

COMPANY NAME: _____

Item #	Description	Annual Estimated Quantity (At Regular Rate)	Unit Regular Rate	Unit Price OT	Total Cost at Regular Rate
3	Provide the total combined cost of <u>all</u> Fire Alarm, Sprinkler Systems and Fire Hydrants (Annual and 5 year flow test) inspections/testing required as identified under for High Schools listed under APPENDIX H.	As Listed Under APPENDIX H	N/A	N/A	\$
4	Provide the total combined cost of <u>all</u> Fire Alarm, Sprinkler Systems and Fire Hydrants (Annual and 5 year flow test) inspections/testing required as identified for Centers, Facilities and Offices listed under APPENDIX F. (Note: Provide individual prices for all facilities listed under APPENDIX H.)	As Listed Under APPENDIX H	N/A	N/A	\$
5	Inspection Cost for Portable Classrooms. (Portable inspection to be performed along with facility inspections) (2 Pull stations each) (1 Horn/strobe each)	600	(Per Portable) \$	N/A	N/A

QUOTATION FORM- CONTINUED (Page 3 of 6)

COMPANY NAME: _____

TECHNICIAN AND HELPER HOURLY RATES

*These rates will be used for service/repairs outside the scope of annual testing and inspections. Labor rates shall be all inclusive, including but not limited to all direct and indirect costs such as fringe benefits, profit overhead, and administrative costs. **TRAVEL TIME SHALL BE INCLUDED** **NO SEPARATE TRAVEL COST WILL BE ACCEPTED.***

RATES: Regular rate cost will represent work performed Monday through Friday, 6:30 AM until 6:00 PM. Overtime rate will represent work performed Monday through Friday 6:00 PM until 6:00 AM, including weekends and all MCPS Holidays. **TOTAL COST COLUMN SHALL BE CALCULATED AT THE REGULAR RATE.**

Item #	Description	Annual Estimated Quantity (At Regular Rate)	Regular Hourly Rate	Overtime Hourly Rate	Total Cost shall be calculated at Regular Rate (Est. Quantity X Regular Hourly Rate = Total Cost)
6	Fire Alarm Technician	2,500	\$	\$	\$
7	Fire Alarm Technician Helper	2,500	\$	\$	\$
8	Sprinkler Technician	2,000	\$	\$	\$
9	Sprinkler Technician Helper	2,000	\$	\$	\$
10	TOTAL COST OF ITEMS 1 THRU 9	N/A	N/A	N/A	\$

LIST BELOW IN THE SPACE PROVIDED ANY TASK(S) THAT WILL BE SUB-CONTRACTED, SUCH AS SPRINKLER SYSTEM OR FIRE HYDRANT TESTING/SERVICING, OR FIRE PUMP TESTING, ETC. THE FIRM SUBMITTING A BID OFFER WILL BE REQUIRED TO PERFORM A MINIMUM OF ONE OF THE FOLLOWING TASK CATEGORIES; “FIRE ALARM SYSTEM” OR “SPRINKLER SYSTEM AND FIRE HYDRANT, INSPECTIONS, TESTING AND REPAIRS”.

1) _____ 2) _____

QUOTATION FORM – CONTINUED (Page 4 of 6)

COMPANY NAME: _____

- **HAS BIDDER INCLUDED WITH THEIR BID SUBMISSION COPIES OF THE FOLLOWING REQUIRED LICENSES? BIDDER SHALL PROVIDE LICENSES WITH THEIR BID FOR ALL CATEGORIES THAT THEY WILL BE PERFORMING.**

YES _____ NO _____ CURRENT MARYLAND CONTRACTOR'S LICENSE

YES _____ NO _____ MONTGOMERY COUNTY ELECTRICAL CONTRACTOR'S LICENSE OR FIRE ALARM CONTRACTOR'S LICENSE

YES _____ NO _____ MONTGOMERY COUNTY SPRINKLER CONTRACTOR'S LICENSE

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

YES _____ NO _____

- **HAS BIDDER SUPPLIED ON A SEPARATE SHEET WITH THEIR BID, A COMPLETE LIST OF TECHNICAL STAFF, WHO WILL BE ASSIGNED TO THIS CONTRACT AND INCLUDED COPIES OF THEIR LICENSES AS REQUIRED?**

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 CAREFULLY READ THE BID DOCUMENTS IN DETAIL PRIOR TO SUBMITTING THEIR BID?**

YES _____ NO _____

QUOTATION FORM – CONTINUED (Page 5 of 6)

COMPANY NAME: _____

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

YES _____ **NO** _____

- **ASBESTOS FREE MATERIALS: THE BIDDER HAS REVIEWED THE MATERIAL LABORATORY TESTING REQUIREMENTS FOR THE SPECIFIED LIST OF MATERIAL HEREIN. THE SUCCESSFUL CONTRACTOR SHALL SUBMIT ASBESTOS FREE VERIFICATION FORM(S) AS SPECIFIED HEREIN TO CONFIRM THE MATERIALS THEY WILL PROVIDE AND ARE LISTED HEREIN DO NOT CONTAIN ASBESTOS.**

YES _____ **NO** _____



QUOTATION FORM – CONTINUED (Page 6 of 6)

COMPANY NAME: _____

CHECK OFF LIST FOR MANDATORY BID SUBMITTAL

MANDATORY SUBMITTALS CHECK LIST:

- _____ **Signed proposal, including non-debarment acknowledgement**
- _____ **Quotation Form**
- _____ **Errata (If any, contractor is responsible to confirm)**
- _____ **MBE required forms**
- _____ **Licenses/Certifications:**
- _____ **State of Maryland Construction Business License**
- _____ **Montgomery County Fire Alarm Contractor**
- _____ **Montgomery County Sprinkler Contractor License**
- _____ **Bid Surety Letter**
- _____ **Statement of Experience and Manufacturer Certification**
- _____ **List of names, resumes and licenses of technical staff that will be assigned to this contract if your firm is awarded.**
- _____ **References**