

**Division of Financial Management  
Department of Procurement  
MONTGOMERY COUNTY PUBLIC SCHOOLS  
45 West Gude Dr. Room 3100  
Rockville, Maryland**

**INVITATION FOR BID 9434.5  
PUMP OUT, CLEAN-OUT, JET-OUT, AND INSPECTION  
OF GREASE INTERCEPTOR AND TRAPS**

**GENERAL CONDITIONS AND SPECIFICATIONS**

**I. GENERAL CONDITIONS**

**A. Intent**

It is the intention of these specifications to pre-qualify contractors who are engaged in the type of work identified in these specifications. Contractor services shall fully cover all required materials and labor to pump out, clean-out, repair, modify, and inspect grease interceptors and traps and associated lines. The bidder shall verify to the satisfaction of Montgomery County Public Schools (MCPS), that they have the labor force, equipment and necessary resources to perform this type of work at any given time. MCPS reserves the right to make on-site visits to assess the capabilities of the individual bidder.

All work shall be in accordance with the latest applicable codes, permits, and regulations of Washington Suburban Sanitary Commission (WSSC), Occupational Safety and Health Administration (OSHA), Maryland Department of the Environment (MDE) and the Environmental Protection Agency (EPA) for grease abatement systems. These regulations and standards will further be considered part of the contract terms and conditions of this solicitation.

**B. Scope of Work (See Part III Detailed Specifications)**

1. It is required to perform weekly pump-out. Contractor shall provide weekly pump-out schedule via email approximately one-week in advance. Upon award MCPS will provide contact information.
2. Supplier will be required to pump-out approximately 65 underground volume-based grease interceptors on a quarterly basis.
3. Clean out approximately 175 kitchens flow-based grease traps on a quarterly basis.
4. Clean out approximately 145 trash room flow-based grease traps on a monthly frequency.
5. Provide electronically, accurate and complete Washington Suburban Sanitary Commission (WSSC) approved documentation for grease abatement systems (manifests, photos, work orders) within five business days after the work has been completed. The electronic method used by the Contractor to provide documentation must be approved by MCPS and WSSC and accessible 24/7 online to all parties.

6. Compile and maintain current spreadsheet/database of interior and exterior grease interceptors (MCPS will provide updates as interceptors are installed). List inches of grease recorded on manifest in spreadsheet/database of current interior and exterior grease interceptors and traps for every pump-out. Include in spreadsheet a calculation of the percentage of grease for each interceptor and traps based on specifications of the interceptor/trap.
7. Contractor shall submit at least monthly via email to the Project Coordinator the updated spreadsheet and invoices.

The following will be performed on an as needed basis:

1. Jet out (power wash) underground volume-based grease interceptors.
2. Jet out (power wash) lines associated with grease interceptors.
3. Perform full cleaning of underground volume-based grease interceptors.
4. Perform repair or modification of grease interceptors/traps as approved by MCPS.
5. Installation of WSSC approved grease abatement systems.

**C. Contract Term**

The term of contract shall be for one year as stipulated on the Invitation for Bid. However, the contract may not begin until one day after approval by the Board of Education and will conclude as stated under the contract terms. MCPS reserves the right to extend this contract at existing prices, terms and conditions for up to four additional one-year terms. Written notice indicating MCPS intention to pursue the extension of the contract will be issued to the successful contractor(s) 90 days prior to the expiration of the original contract. The contractor(s) 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 Board of Education to extend the contract or decide to rebid. If the contract is extended a contract amendment will be issued.

**D. Quantities**

MCPS shall not be obligated to purchase any specific quantity. Quantities are subject to change 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 to perform work at individual locations.

**E. Quotations**

No bidder will be allowed to offer more than one price on each item. Any bid in which the bidder names a total price for all the articles without quoting a price on each item may be considered informal. 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. Once the contract is approved, terms and conditions of the solicitation shall prevail throughout the contract period.

**F. Bid Submittals**

Bidders are required to include with their bid packages:

1. A copy of State Contractor's License. MCPS will not waive this requirement as a minor informality and **failure to provide the copy will result in automatic disqualification.**
2. Resume of critical employees to be assigned to this contract, their background and qualifications.
3. A company financial statement to include an inventory of all equipment. The company should be profitable for the last three years. Financial data will be held confidential.
4. Completed Safety Violations Form (Appendix C)
5. Item Specifications - Pricing (Appendix E)

**G. Award**

This solicitation does not commit MCPS to award any contract or to pay cost incurred in the preparation of a response. It is the intention to prequalify responsible bidder(s) submitting the most favorable offer consistent with the specifications, terms and conditions, with consideration being given to any previous performance for the Board of Education as to quality of service, and with regard to the bidder's ability to perform. However, the Board reserves the rights to make awards according to the best interest of the Board of Education of Montgomery County, Maryland. In addition, the MCPS Board of Education reserves the right to remove or add additional items to the specifications as our requirements change, as well as add contractors throughout the contract term should a need arise that cannot be fulfilled by the awarded contractors. **Awards are contingent upon availability of funds.**

**H. Provision for Price Adjustment**

Price increases will not be considered for the first year of the contract. Thereafter if the contract is extended the successful vendor 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 seventy-five percent (75%) of the percentage change of January 1 CPI's, rounded to the nearest tenth of a percentage. MCPS reserves the right to accept or reject the request as may be determined to be in the best interest of MCPS. Any orders prior to a request for a price increase shall be honored at the original contract price. Downward adjustments may be made by MCPS without a request from the Contractor.

**I. Warranty**

The specifications require that all workmanship and materials be guaranteed for up to two years from the date final payment is made to the contractor for each job completed. Replacements for defective materials, plus installation and labor shall be provided at no cost to MCPS. Failure of a bidder to provide satisfactory warranty service to MCPS will be grounds for exclusion from future bidding.

**J. 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.

**K. eMaryland Marketplace Registration**

Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace Advantage. Registration with eMaryland Marketplace Advantage 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. MCPS issues public notices on eMaryland Marketplace however it is the responsibility of the supplier to visit our website for updates on the solicitation.

**L. Multi-Agency Participation**

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

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

**M. Sex Offender/Bidder Obligation**

- a. Maryland Law requires that any person who enters into a contract with a county board of education or a non-public school “may not knowingly employ an individual to work at a school” if the individual is a registered sex offender. **Bidder shall acknowledge that Section 11-722 of the Criminal Proceedings Article, Annotated Code of Maryland, as amended by the Maryland legislature in June 2006, prohibits a person having a contract with a**

public school from hiring a registered sex offender to perform work at a school. An employer who violates this requirement is guilty of a misdemeanor and if convicted may be subject to up to five years imprisonment and/or a \$5,000.00 fine.

- b. Each Contractor and Sub-Contractor must screen their work-forces to ensure that a registered sex offender does not perform work at a county public school and also ensure that any subcontractor and independent contractor conducts screening of its personnel who may work at a school. The term “Work-force” is intended to refer to all of the contractor’s direct employees and any subcontractors and/or independent contractors it uses to perform the work. Violation of this provision may cause MCPS to take action against the contractor up to and including termination of the contract.
- c. See attached Contractor’s Response Form and instructions APPENDIX D.

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

Minority business enterprises are encouraged to respond to this invitation.

**O. References**

Bidders are required to provide three references. The references shall have company name, contact person, address and phone number of three current customers for which a contract for similar size and products have 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.

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

**P. 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 event calendar <http://www.montgomeryschoolsmd.org/departments/procurement/> or contact the Department of Procurement by email at Laly\_A\_Bowers@mcpsmd.org, and [procurement@mcpsmd.org](mailto:procurement@mcpsmd.org) to confirm that they have all addenda/errata. Failure to acknowledge errata/addenda on the form may result in a bid being deemed non-responsive and consequently rejected.

**Q. Evaluation Criteria**

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

**R. Inquires**

Inquiries regarding this solicitation must be submitted in writing, to Laly Bowers, Buyer, Montgomery County Public Schools, 45 West Gude Dr. Room 3100, Rockville, Maryland 20850, via email to email [Laly\\_A\\_Bowers@mcpsmd.org](mailto:Laly_A_Bowers@mcpsmd.org) and [Procurement@mcpsmd.org](mailto:Procurement@mcpsmd.org) Questions must be received no later than four business days prior to bid opening in order for the bidder to receive a reply prior to submitting its bid. The Board of Education will not be responsible for any oral or telephone explanation or interpretation. Bidder contact with any other MCPS employee regarding this solicitation will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its bid. The MCPS Department of Procurement website address is <http://www.montgomeryschoolsmd.org/departments/procurement/>

**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 projects and contract execution, which may be of concern for the successful and timely completion of the projects.
2. Documents required elsewhere in these specifications, such as service and warranty agreements shall be provided at this meeting to the MCPS Authorized Representative.
3. Issues raised during this meeting which cannot be resolved to MCPS's satisfaction will be cause to reject the apparent low bid and to consider the next lowest bidder as the successful offeror.

**B. Insurance**

See Article XXI of the General Stipulations and Instructions to Bidders. Contractors shall submit general certificate of insurance with bids; actual certificate of insurance made in favor of MCPS shall be submitted within one week after an award of contract.

**C. MCPS EMERGENCY/CRISIS PROCEDURES, SHELTER/LOCKDOWN**

Emergency/Crisis Procedure Information

1. In the event of an emergency/crisis incident while working in an MCPS facility, the contractor and/or their representative(s) shall be required to adhere to the established MCPS procedures and school administrative guidelines during such an occurrence.
2. Supplied herein under **APPENDIX B** for the contractor's information are the MCPS Emergency Preparedness Procedures - Key Points for Lockdown-Evacuate Shelter (LES). It is the contractor's responsibility to familiarize themselves and their representative(s) regarding the Code Blue/Code Red Procedures.
3. The contractor shall have at the work site, a reasonable amount of materials that will allow them to quickly secure the work area and/or secure buildings as required for the type of work being performed.

**D. Delivery/Time of Performance**

1. Work may begin immediately upon receipt of a purchase order issued and signed by the director of the Department of Materials Management.

Part A: On-site service response time for all emergency grease interceptor and trap work shall be within four hours after receipt of notice to proceed.

Part B: On-site service response time for all non-emergency work shall be within **five calendar days** after receipt of notice to proceed.

For all emergency requirements, the Contractor shall be on site, and ready to perform work within four hours after receipt of notice to proceed.

2. The date and place of performance of work, under this contract, shall be agreed upon between the authorized MCPS representative placing the order and the contractor at the time the order/call is placed, if other than the scheduled time indicated on the pricing schedule. Work will be at various locations in MCPS during normal working hours, 6:00 a.m. – 6:59 p.m., Monday – Friday, unless other arrangements have been made.
3. Overtime rates will be paid for weekday hours from 7:00 p.m. to 5:59 a.m., weekends and MCPS holidays.
4. Bidders shall indicate on the Pricing Schedule the person's name and telephone number to contact for normal MCPS working hours, 6:00 a.m. – 6:59 p.m., Monday – Friday. Answering machines are unacceptable as a point of contact. For emergency calls, outside normal MCPS working hours, nights and weekends, and holidays, the bidder shall list on the pricing schedule the contact person and telephone number or have a voice mail paging system or answering service. Bidder using a voice mail paging system or answering service for afterhours services, in lieu of a direct contact person, shall be required to initiate a call back to the sender within 25 minutes.
5. The successful bidder must have their service vehicles equipped with cellular telephones in addition to having the above-mentioned contact person, paging system or answering service.

6. Except for emergency situations as determined by the MCPS project coordinator, estimates shall be given on all projects and submitted to MCPS for approval before work begins. At no time shall the contractor begin work without having submitted an estimate. Approval of the estimate will be returned no later than three days thereafter, unless a different time or return is mutually agreed to between MCPS and the Contractor. These estimates shall be furnished by the contractor at no charge and shall include all costs such as equipment rental, protective clothing, indirect cost, overhead, etc., these costs are considered overhead and are to be included in the bid cost.
7. When providing a response to this solicitation, interested bidders shall carefully consider the requirements of response times, as they shall strictly be held to the stated response time.

**E. Late Charges For Failure To Complete On Time**

1. MCPS shall retain moneys for each calendar day beyond the completion date stipulated on the contract. The late charges shall be assessed by MCPS at five hundred dollars (\$500.00) per day for each day required to complete the project, as a result of late completion.
2. Failure to complete the work within the time specified will entitle MCPS to late charges which will be deducted and retained out of any moneys due the Contractor under this contract for the sum stated in the above paragraph for each calendar day required to complete the work beyond the completion date stated in the contract. This includes Saturdays, Sundays, and legal holidays.
3. If necessary to reach a proper stopping place in any portion of the work or to complete work within contract time limit, the Contractor shall work overtime both their forces and forces of their Sub-contractors without addition to the contract price. Contractor shall be responsible for all incidental costs in connection with such overtime work.
4. If work falls behind schedule, as determined by the MCPS Project Coordinator and MCPS, 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. If the Contractor chooses to work overtime for any reason, and secures the approval from MCPS, they shall be responsible for any associated cost to MCPS.
5. The Project Coordinator will review requests for extension of completion time due to strikes, lack of materials, 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 required such an extension, with reason clearly stated and detailed proof for each such delay. No time extension will be allowed except by final approval of MCPS. No requests for extension due to weather conditions will be considered unless accompanied by documentary evidence supplied by the Weather Bureau showing, by comparison, that such weather suffered is abnormal to any of the past five years as recorded by the Weather Bureau. No request for extension will be considered by MCPS if received from the Contractor after the previous completion date has passed. Late charges will be automatically taken.

**F. Service Tickets**

1. An authorized representative of the contractor shall make all calls for supplies or equipment, pickup or deliveries to any project under contract. The service ticket which shall be prepared by the contractor in triplicate shall contain the information listed below.
  - a. Contractor’s Name
  - b. Purchase Order and/or Call Order Number
  - c. Date of Purchase
  - d. Itemized list of supplies furnished
  - e. Quantity, unit price and extension of each item, and total, less any applicable trade discount in accordance with the contract
  - f. Name of authorized representative ordering the service
  - g. Name of MCPS location receiving the service
  - h. Number of hours on job site with time of arrival and departure
2. Each service ticket shall reflect the daily job site activity to include time of arrival and departure, and any equipment to include rental equipment, at the job site. The service ticket shall be authenticated daily by an MCPS employee.
3. In all instances, the contractor’s service ticket will be prepared in triplicate. The designated representative of MCPS will sign the contractor’s service ticket, and one copy is to be retained by the contractor.
4. Service tickets shall be submitted to MCPS with invoice to process payment. Failure to follow these instructions will result in delay in payment until all required documents are submitted.

**G. Changes in the Work**

1. Should it be desired to make alterations or changes at any time during the progress of the work or to add or delete work, MCPS shall have the undisputed right to make such changes, additions, omissions, or alterations by written order. An MCPS Change Order Form (APPENDIX A) must be completed and signed by both MCPS and Contractor’s authorized representative. No cost changes to contract will be paid without a complete Change Order Form. If work is performed without MCPS authorization and/or written Change Order, the Contractor will be subject to reversing said work, or work/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 &amp; Profit</u>
\$0 - \$1,000.00	18%
\$1,001.00 - \$3,000.00	12%
\$3,001.00 - \$6,000.00	8%
\$6,001.00 - and over	6%

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 to cover cost for labor, materials overhead and profit.

3. The Contractor with all change order request (credits or extras) shall furnish supporting documentation. 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 a credit or an extra.

#### **H. Invoicing**

1. Contractor shall submit invoices to the MCPS Project Coordinator for payment approval. All invoices and service tickets shall identify pertinent information such as purchase order number, building name, and site location where work was performed.
2. 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. Final payment per project shall be made after the work is complete in all detail and as specified.
3. Retainage, amounting to five percent (5%) shall be withheld from all partial payments made to the contractor. Retainage shall be paid upon final acceptance by MCPS of the work. Contractor invoice shall reflect the retainage amount.

#### **I. Sales Tax**

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

#### **J. Project Coordinator**

The Environmental Mr. Brian Mullikin will represent MCPS in the execution of this contract as Project Coordinator and can be reached by telephone number. No changes to the contract conditions or specifications will be made without the Project Coordinator approval and authorization by the director of the Department of Procurement or his designee.

#### **K. Performance**

1. Contractor shall have on the job site at least one person fluent in English.
2. 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.
3. 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.
4. Contractors and employees:
  - a. MCPS Identification badges, shall be worn while on the premises.

- b. Use of any form of tobacco products, liquor 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.
5. All work shall be scheduled to the mutual satisfaction of the School Administration and the MCPS Project Coordinator to avoid conflicts with school activities.
  6. Building is expected to be occupied throughout the stated period allowed for this work.
  7. Work area must be left clean and ready for use after the installation. The Contractor must remove all debris generated by the work from the premises.
  8. The Contractor may not assign and/or sub-contract any portion of this contract prior to obtaining written consent from MCPS.
  9. Precaution shall be exercised at all times for the protection of persons (including employees) and property.

**L. Price Schedule**

Rates: Regular rate will represent work performed Monday through Friday, 6:00 a.m. until 6:59 p.m. Overtime rate will represent work performed Monday through Friday 7:00 p.m. until 5:59 a.m. including weekends and all MCPS holidays. Hourly rates shall be all inclusive, including but not limited to union fees, workman's compensation, insurance, benefits, etc.

Bidders must:

1. Submit a separate price for each item listed on the Item Specifications.
2. **Faxed responses are not acceptable. SEALED BIDS ONLY.**
3. In the event a contract is executed with your firm as a result of this solicitation, indicate the person(s) we may contact for contract administration purposes in the space provided in III. Detailed Specifications, E. Mandatory Requirements.
4. **Prices are to be all-inclusive, including, but not limited to, all required materials, inspections, testing, reports, service, and labor costs.**

**M. Permits and Licenses**

The Contractor shall be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and municipal laws, codes, and regulations in connection with the prosecution of the work.

**III. DETAILED SPECIFICATIONS****A. Pump Out of Underground Volume Based Grease Interceptors**

Contractor shall furnish all labor, equipment and material to pump out underground grease interceptors. Pump outs shall be scheduled in accordance with the school's schedule. It is the intent of these specifications to set forth the desired best management practices for cleaning grease interceptors.

**B. Pump Out of Flow Based Grease Traps**

The Contractor shall furnish all labor, materials, and equipment necessary to clean out flow based grease traps. It is the intent of these specifications to set forth the desired best management practices for cleaning grease traps.

**C. Jetting out of Underground Volume Based Grease Interceptors and/or Associated Lines**

The Contractor shall furnish all labor, materials, and equipment necessary to jet out underground grease interceptors and/or the associated lines. It is the intent of these specifications to set forth the desired best management practices for cleaning grease interceptors.

**D. Cleaning of Underground Volume Based Grease Interceptors**

1. All tanks requiring cleaning will have proper accessibility provided by MCPS.
  - a. The opening of the grease interceptors is the responsibility of the Contractor. Extreme care is to be taken, in the removal of covers or other features in gaining access to the tank, since the repair of damages incurred is the responsibility of the Contractor.
  - b. Contractor shall pump out all waste, and dispose of the waste in accordance with Federal, State, and local laws, and regulations,
  - d. Grease interceptors shall be power washed on as needed basis. Tanks are to be inspected for leaks and the MCPS representative is to be notified of all defects found.
  - e. It is the responsibility of the Contractor to keep the premises clean at all times and to leave the job site free of waste.

**E. Repair of Grease Interceptors and Traps**

Provide all labor, equipment and material to perform repairs on grease interceptors and traps. Labor rates shall include all such direct overhead costs such as transportation, general and administrative costs, etc. Labor rates will be paid on the basis of time at the job site. All repairs shall be made in accordance with the manufacturer's specifications and federal regulations.

**F. Spill Clean-up:**

The contractor shall be responsible for reporting spill in accordance with existing laws and required to have for immediate use all tools, materials and trained staff needed to contain and

clean up any spills. Service responses to emergency calls for spills shall be within four hours after receipt of call.

**G. Safety:**

The Contractor shall provide for the safety of school children, staff employees, etc., at all times.

**H. Installation of Grease Abatement System**

The Contractor shall furnish all labor, materials, and equipment necessary for the installation of a grease abatement system. The Contractor shall be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and municipal laws, codes, and regulations in connection with the installation.

**I. Mandatory Requirements**

Contractor’s License: All Bidders who submit bids shall have a current Contractor’s License.

The Contractor must be available 24 hours a day seven days a week to respond to emergencies. List a contact person’s name and telephone number for normal MCPS working hours, 6:00 a.m. thru 6:59 p.m., Monday thru Friday. Answering machines are unacceptable as a point of contact. For emergency calls, outside normal MCPS working hours (night, weekends or holidays), a contact person’s name and telephone number shall be required to initiate a call back to the sender within 30 minutes. **It is a requirement of this contract to provide a company base phone number and company project manager/representative cell phone.**

**Communication Method**

The successful bidder must have their service vehicles equipped with cellular telephones, or two-way radios, in addition to having the above mentioned contact person, paging system or answering service.

Type of answering system used by your firm:

Cell Phone \_\_\_\_\_

Other \_\_\_\_\_

**List Contact person**

**Normal Working Hours: (6:00 a.m. – 6:59 p.m.)**

Company Name

Name(s) of Contact Person

Telephone Number

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**Emergency Calls outside Normal Working Hours (Holidays, Nights and/or Weekends):**

<u>Company Name</u>	<u>Name(s) of Contact Person</u>	<u>Telephone Number</u>

APPENDIX A

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

**CHANGE ORDER FORM**

Facility: \_\_\_\_\_  New Work  Additional Work

Location of work to be performed: \_\_\_\_\_

Description of work to be performed: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Start Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Completion Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Total Cost for Change Order: \_\_\_\_\_

**Notice: Acceptance of this change order does not alter the contract completion date. If this change order has any effect on the contract completion date, additional documentation shall be submitted to MCPS as specified.**

\_\_\_\_\_  
(Representative Approval) (Date)

\_\_\_\_\_  
(MCPS Consultant Approval) (Date)

\_\_\_\_\_  
(MCPS Department of Facilities Maintenance Approval) (Date)

\_\_\_\_\_  
(MCPS Department of Procurement) (Date)

\_\_\_\_\_

**APPENDIX B**

**MCPS EMERGENCY/CRISIS PROCEDURES**  
**Key Points for Lockdown-Evacuate Shelter (LES**

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

**Persons authorized to call a Lockdown**

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

***Lockdown Alert–Staff Guidance***

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

***Evacuate***

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

***Fire Evacuation***

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

***Directed Evacuation***

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

***Shelter***

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

**Persons authorized to call a Shelter alert**

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

***Public Safety Shelter Alert- Staff Guidance***

*When the administrator announces a Public Safety Shelter alert:*

- Bring outside students/staff/visitors into the main building, portable classrooms are secured but not evacuated
- Outside doors are locked and kept secured
- Students should be accounted for in an instructional area.
- Classroom instruction should continue
- Staff must document attendance and report any discrepancies to an administrator/designee.
- During a Public Safety Shelter alert, classroom lockdown is not required.
- *The OSET* may be activated by an administrator during a Public Safety Shelter alert via a PA announcement and over the portable radios.

- Depending on the situation (the nature of the emergency or potential threat), it may not be appropriate to change classes. In these situations, class bells should be turned off and students/staff should remain in their classrooms until directed otherwise by the administrator/designee.
- Do not ignore the fire alarm system.

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

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

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

#### ***Outside Hazardous Material Release Alert-Staff Guidance***

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

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

#### ***Parent/Child Reunification***

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

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

#### ***Firearms***

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

#### ***Bomb Threat Assessment***

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

#### ***Bomb Threats Call Trace***

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

#### ***Bomb Threat Sweep/Scan***

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

#### ***Hazardous Material Spills***

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

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

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

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

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

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

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

**APPENDIX C**

**SAFETY VIOLATIONS**

List safety violations committed:

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If there were no safety violations, execute the following certification:

I hereby certify that \_\_\_\_\_  
(NAME OF BIDDER)

Has not received any citations for safety violations (See Paragraph B. Intent on page 1) which have become final within the last calendar year.

Principal: \_\_\_\_\_

State Of: \_\_\_\_\_

County Of: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 200 , after first being duly sworn, appeared before me, the undersigned Notary Public, and executed the forgoing instrument and acknowledged to me that he executed the same as and for the act and deed of said firm.

\_\_\_\_\_  
Notary Public

## APPENDIX D

### Contractor's Obligation Regarding Criminal Records of Individuals Assigned to Work in MCPS Facilities

#### Contractors' Obligation Regarding Criminal Records of Individuals Assigned to Work in MCPS Facilities (N/A)

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

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

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

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

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

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

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

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

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

Fingerprinting for the criminal background check may be performed 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 Department of Procurement website at <http://www.montgomeryschoolsmd.org/departments/procurement>.

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

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

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

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

**APPENDIX E**

**ITEM SPECIFICATIONS**