

**THE BOARD OF EDUCATION OF MONTGOMERY COUNTY  
MONTGOMERY COUNTY PUBLIC SCHOOLS  
PROCUREMENT UNIT  
45 West Gude Drive, Room 3100  
Rockville, Maryland 20850-1747  
301-279-3637  
August 6, 2021**

**INVITATION FOR BID 9449.2/LB**

**Generators Inspection, Testing, Preventive Maintenance and Repair Services**

Bid Opening Time: 2:00 P.M.

Bid Opening Date: August 31, 2021

**NOTE: In the event of emergency closing of Board of Education offices, this bid will open at the same time on the next regular working day.**

**BIDS RECEIVED AFTER THE BID OPENING TIME AND DATE WILL NOT BE ACCEPTED.**

**COMPANY NAME:** \_\_\_\_\_

1. Term of Contract: November 16, 2021 through November 15, 2022
2. Terms of Delivery: See Schedule
3. Delivery Destination: Location noted on Purchase order
4. Bid Security Required: No  
**Bid Security must be made payable to Montgomery County Board of Education**
5. Performance Bond Required: No
- 6a. Samples Required:  Yes  No
- 6b. Sample Delivery Requirements:
  - Deliver to Division of Procurement
  - Deliver to Supply and Property Management
  - Deliver to the Food Service Warehouse
  - Other
- 6c. Sample Delivery Time:
  - Prior to bid opening
  - At time of bid opening
  - Subsequent to bid opening

## NOTICE TO BIDDERS

**The appropriate items below must be completed as part of the bid. Failure to comply may disqualify your bid. Type or print legibly in ink.**

**I. BIDDER INFORMATION:** As appropriate, check and/or complete one of the items below.

- 1. Legal name (as shown on your income tax return) \_\_\_\_\_
- 2. Business Name (if different from above) \_\_\_\_\_
- 3. Tax Identification Number \_\_\_\_\_

**A copy of your W-9 must be submitted with this bid response.**

**II. BIDDER'S CONTACT INFORMATION:** This will be filed as your permanent contact information.

- 1. Company Name \_\_\_\_\_
- 2. Address \_\_\_\_\_
- 3. Bid Representative's Name \_\_\_\_\_
- 4. Phone Number(s)/Extension(s) \_\_\_\_\_
- 5. Fax Number \_\_\_\_\_
- 6. Email Address \_\_\_\_\_
- 7. Website \_\_\_\_\_

**III. PURCHASE ORDER ADDRESS:** Please complete if different from Bidder's Contact Information.

- 1. Purchase Order Address \_\_\_\_\_
- 2. Representative's Name \_\_\_\_\_
- 3. Phone Number(s)/Extension(s) \_\_\_\_\_
- 4. Fax Number \_\_\_\_\_
- 6. Email Address \_\_\_\_\_

**IV. PROMPT PAYMENT DISCOUNT:** MCPS may consider prompt payment discounts as part of the award process; however, the Board reserves the right to make awards according to the best interests of MCPS.

\_\_\_\_\_ Prompt payment discounts of less than twenty (20) days will not be considered.

**V. PURCHASING CARD AND SUA PAYMENT PROGRAM:** MCPS is currently utilizing a purchasing card and Single Use Accounts (SUA) payment program through JP Morgan MasterCard. Please check the appropriate box below.

- Yes, we accept MasterCard                       No, we do not accept MasterCard

**Note:** MCPS will no longer process check payments. To avoid payment delays after this change is enacted, all bidders that accept MasterCard are strongly encouraged to sign up to receive SUA payments upon being notified of an award. For bidders that do not accept MasterCard, the ACH payment method is also available. Please e-mail [SUA@mcpsmd.org](mailto:SUA@mcpsmd.org) to register for SUA, or e-mail [accountspayable@mcpsmd.org](mailto:accountspayable@mcpsmd.org) to request ACH registration forms.

**VI. PURCHASE ORDER PREFERENCE:** Montgomery County Public Schools (MCPS) is in the process of issuing orders via Facsimile or US Mail. MCPS prefers facsimile. Please check your preference below.

Facsimile     US Mail     Email     EDI

**VII. SLMBE (SMALL, LOCAL AND MINORITY BUSINESS ENTERPRISE):** Check the appropriate box below.

African American     Asian American     Hispanic     Native American  
 Female     Disabled     None

**VIII. NON-DEBARMENT ACKNOWLEDGEMENT**

\_\_\_\_\_ I acknowledge that my firm has NO pending litigation and/or debarment from doing business with the State of Maryland or any of its subordinate government units and/or federal government within the past five (5) years.

\_\_\_\_\_ I acknowledge that my firm has pending litigation or has been debarred from doing business with the State of Maryland or any of its subordinate government units and/or federal government, within the past five (5) years. (Attachment)

As the duly authorized representative of the applicant, I hereby certify that the above information is correct and that I will advise Montgomery County Public Schools should there be a change in status.

By (Signature) \_\_\_\_\_

Name and Title \_\_\_\_\_

Witness Name and Title \_\_\_\_\_

**IX. BIDDER'S CERTIFICATION:** Upon notification of award, this document in its entirety is the awarded vendors contract with MCPS. By signing below, the undersigned acknowledges that s/he is entering into a contract with MCPS.

A. The undersigned proposes to furnish and deliver supplies, equipment, or services, in accordance with specifications and stipulations contained herein, and at the prices quoted. This certifies that this bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same supplies, materials, or equipment, and is in all respects fair and without collusion or fraud.

B. I hereby certify that I am authorized to sign for the bidder. (Bidders are cautioned to read the material under Section XXVII, signature to Bids, and to comply with its stipulations.) I/We certify that none of this company's officers, directors, partners, or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government; and that no member of the Board of Education of the Montgomery County Public Schools, Administrative or Supervisory Personnel, or other employees of the Board of Education has any interest in the bidding company except as follows:

By (Signature) \_\_\_\_\_

Name and Title \_\_\_\_\_

Witness Name and Title \_\_\_\_\_

**Metropolitan Washington Council of Governments Rider Clause  
Invitation For Bid 9449.2,  
Generators Inspection, Testing, Preventive Maintenance and Repair Services**

USE OF CONTRACT(S) BY MEMBERS COMPRISING Mid –Atlantic Purchasing Team COMMITTEE

**Extension to Other Jurisdictions**

The [issuing jurisdiction] extends the resultant contract (s), including pricing, terms and conditions to the members of the Mid-Atlantic Purchasing Team, as well as all other public entities under the jurisdiction of the United States and its territories.

**Inclusion of Governmental & Nonprofit Participants (Optional Clause)**

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 good, commodities and/or services.

**Notification and Reporting**

The Contractor agrees to notify the issuing jurisdiction of those entities that wish to use any contract resulting from this solicitation and will also provide usage information, which may be requested. The Contractor will provide the copy of the solicitation and resultant contract documents to any requesting jurisdiction or entity.

**Contract Agreement**

Any jurisdiction or entity using the resultant contract (s) may enter into its own contract with the successful Contractor (s). There shall be no obligation on the party of any participating jurisdiction to use the resultant contract (s). Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction Including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue.

**Metropolitan Washington Council of Governments Rider Clause  
Invitation For Bid 9449.2, Generators Inspection...**

**BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:**

|  | Yes | No |  | Yes | No |  | Yes | No |
|--|-----|----|--|-----|----|--|-----|----|
| Alexandria, Virginia                     |     |    | Gaithersburg, Maryland                               |     |    | Rockville, Maryland                            |     |    |
| Alexandria Public Schools                |     |    | Greenbelt, Maryland                                  |     |    | Spotsylvania County                            |     |    |
| Alexandria Sanitation Authority          |     |    | Harford County                                       |     |    | Spotsylvania County Gov & Schools              |     |    |
| Annapolis City                           |     |    | Harford County Schools                               |     |    | Stafford County, Virginia                      |     |    |
| Anne Arundel County                      |     |    | Howard County  |     |    | Takoma Park, Maryland                          |     |    |
| Anne Arundel School                      |     |    | Howard County Schools                                |     |    | Upper Occoquan Service Authority               |     |    |
| Arlington County, Virginia               |     |    | Herndon, Virginia                                    |     |    | Vienna, Virginia                               |     |    |
| Arlington County Public Schools          |     |    | Leesburg, Virginia                                   |     |    | Washington Metropolitan Area Transit Authority |     |    |
| Baltimore City                           |     |    | London County, Virginia                              |     |    | Washington Suburban Sanitary Commission        |     |    |
| Baltimore County Schools                 |     |    | Loudoun County Public Schools                        |     |    | Winchester, Virginia                           |     |    |
| Bladensburg, Maryland                    |     |    | Loudoun County Water Authority                       |     |    | Winchester Public Schools                      |     |    |
| Bowie, Maryland                          |     |    | Manassas City Public Schools                         |     |    |  |     |    |
| Carroll County                           |     |    | Manassas Park, Virginia                              |     |    |  |     |    |
| Carroll County Schools                   |     |    | Maryland DGS Purchasing                              |     |    |  |     |    |
| Charles County Government                |     |    | Maryland-National Capital Park & Planning Commission |     |    |  |     |    |
| City of Fredericksburg                   |     |    | Metropolitan Washington Airport Authority            |     |    |  |     |    |
| College Park, Maryland                   |     |    | Metropolitan Washington Council of Government        |     |    |  |     |    |
| District of Columbia Government          |     |    | Montgomery College                                   |     |    |  |     |    |
| District of Columbia Water & Sewer Auth. |     |    | Montgomery County, Maryland                          |     |    |  |     |    |
| District of Columbia Public Schools      |     |    | Montgomery County Public School                      |     |    |  |     |    |
| Fairfax, Virginia                        |     |    | Northern Virginia Community College                  |     |    |  |     |    |
| Fairfax County, Virginia                 |     |    | Prince George's Community College                    |     |    |  |     |    |
| Fairfax County Water Authority           |     |    | Prince George's County, Maryland                     |     |    |  |     |    |
| Falls Church, Virginia                   |     |    | Prince Georgia Public Schools                        |     |    |  |     |    |
| Fauquier County Schools & Government     |     |    | Prince William County, Virginia                      |     |    |  |     |    |
| Frederick, Maryland                      |     |    | Prince William County Public Schools                 |     |    |  |     |    |
| Frederick County, Maryland               |     |    | Prince William County Service Author                 |     |    |  |     |    |

Vendor Name \_\_\_\_\_

# MONTGOMERY COUNTY PUBLIC SCHOOLS

## Procurement Unit

45 West Gude Drive, Suite 3100

Rockville, MD 20850-9999

### General Stipulations and Instructions To Bidders

#### I. Invitation For Bid

The Board of Education of Montgomery County Maryland, herein after referred to as The Board of Education, will receive sealed proposals until the date and time indicated on the cover of the Invitation For Bid. Bids must be delivered to the Procurement Unit at the above address where it will be opened and publicly read at the stated time. Bids must be delivered in sealed opaque envelopes. Envelopes shall be clearly marked on the outside lower left corner with the bid number and bid opening date and time.

#### II. Intent

These specifications are intended to cover the furnishing and delivery of said materials, supplies, or services as hereinafter shown to any or to each of the various public schools, offices, or to any designated warehouse or warehouses in Montgomery County, Maryland, whichever is specified, in quantities to be determined subsequent to the bid opening.

#### III. Right To Cancel Or Reject Bids

- A. The Board of Education reserves the right to cancel any contract if, in its opinion, there is a failure at any time to perform adequately the stipulations of this Invitation For Bid, or if the general conditions and specifications which are attached and made part of this bid are not fulfilled, or if in any case there is any attempt to willfully impose upon the Board of Education materials or products or workmanship which are in the opinion of the Board of Education of an unacceptable quality. Any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of the Board of Education to damages for the breach of any covenants of the contract by the contractor. The Board of Education also reserves the right to reject the bid of any bidder who has previously failed to perform adequately after having once been awarded a prior bid for furnishing materials or services similar in nature to those mentioned in this bid.
- B. The Board of Education reserves the right to reject any or all bids in whole or in part; to make partial awards; to waive any irregularity in any quotation; to increase or decrease quantities if quantities are listed in the bid; to reject any bid that shows any omissions, alterations of form, and additions, conditions, or alternate proposals not called for; and to make any such award as is deemed to be in the best interests of the Board of Education.
- C. All items furnished must be completely new and free from defects. No others will be accepted under the terms and intent of this bid.

#### IV. Right To Purchase In The Open Market

Should the contractor fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract. The Board of Education reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bond is required under the conditions of the bid.

#### V. Failure To Furnish Item(s)

Should the contractor fail to furnish any item or items, or to complete the required work included in this contract. The Board of Education reserves the right to withdraw such items or required

work from the operation of this contract without incurring further liabilities on the part of the Board of Education.

#### VI. Employer Information Report EEO-1

The Board of Education requires that each successful bidder be liable for compliance with the provisions of Title VII of the Civil Rights Act of 1964. In order to fully comply with Title VII, a company must file Employer Information Report EEO-1 with the Joint Report Committee, 1800 G Street, NW, Washington, D.C. 20036. Only companies that fall within the following categories are required to file the Employer Information Report EEO-1:

The entire company has at least 100 employees on the payroll. The company is affiliated through centralized ownership and/or centralized management, and the group legally constitutes a single enterprise employing a total of 100 or more employees.

If your company has already filed an EEO-1 by virtue of supplying materials or services under Federal Government Contracts, it is necessary to submit only a copy of your most recent EEO-1 report to the Procurement Unit. If you are filing a report for the first time, send a copy of EEO-1 to the Procurement Unit. Please note that purchase orders will not be issued to companies that fall into the above categories until proof of EEO-1 reporting has been received.

#### VII. Preparation Of Bid

Bids must be submitted on the copy provided. Bidders may wish to reproduce and retain one copy for its files. Bids must be signed by an authorized representative of the company submitting a bid. It is the intent of this solicitation that should a given bid be accepted, it will automatically become the contract. Notification of the bid award will be made by letter. Bidders shall submit its bids and specifications on the appropriate specification sheets that show the schedule of items to be purchased. Bidders may attach a letter of explanation to its bid if it so desire.

Prices quoted shall not exceed the prices established under any governmental price control regulations. Bidders will be required if requested by The Board of Education, to furnish satisfactory evidence that they are qualified as manufacturers or dealers in the items listed and have a regularly established place of business. An inspection of any bidder's place of business may be made to determine the bidder's ability to perform.

#### VIII. Discounts

The Board of Education reserves the right to consider discounts in computing the bid.

##### A. Trade Discounts

All prices offered must be the lowest net price after trade discounts have been considered. Bids offering a percentage off list prices will not be accepted unless: (1) specifically requested in that manner; (2) two copies of the referenced price list accompany the bid.

##### B. Payment Discounts

Prompt payment discounts are solicited and will be treated as follows:

(1) Unless specifically stated otherwise, discounts offered which allow a minimum of twenty (20) days to qualify will be deducted from prices offered in the bid for the purpose of determining the lowest price offered.

(2) Discounts offering less than twenty (20) calendar days will not be deducted from price offered for the purpose of determining the lowest price, but will be taken if payment is made within the discount period.

## IX. "Or Equal" Interpretation

Unless the specifications and/or conditions state a specific brand and substitutions will not be considered, the Board of Education will consider other brands or the product of other manufacturers as long as the product meets the same specifications, standards, and quality of the material being solicited through the bid. On all such bids the bidder shall indicate clearly the product on which it is bidding and shall supply sufficient data on its own letterhead to enable an intelligent comparison to be made with the particular brand or manufacturer specified.

Whenever the specifications indicate a product of a particular manufacturer, model, or brand and in the absence of any written statement to the contrary by the bidder, the bid will be interpreted as being for the exact brand, model, or manufacturer specified, together with all accessories enumerated in the specifications.

## X. Consideration of Prior Service

Awards on this bid will be made after consideration has been given to any previous performance for The Board of Education as to quality of service and/or merchandise and with regard to the bidder's ability to perform should it be awarded the bid.

## XI. Delivery

The bidder agrees to furnish and deliver during the period of the contract the items and articles which may be awarded to the bidder in such amounts and quantities within the terms of the contract. **All Deliveries Must Be Prepaid FOB Destination, And In No Case Will Shipments Collect Or Sidewalk Deliveries Be Accepted.** Bidders shall uncrate, completely assemble, and set in designated place all equipment and furniture. All delivery cost shall be included in the bid unit price.

## XII. Packing Slips And Delivery Tickets

All materials delivered on this contract shall be packed in a substantial manner in accordance with accepted trade practices. No charges may be made over and above the bid price for packaging or for deposits on containers. All deliveries shall be accompanied by delivery tickets or packing slips. Tickets shall contain the following information for each item delivered: the quantity, bid number, and the name of the contractor.

## XIII. Invoices

Payment depends on receipt of a proper invoice and satisfactory contract performance. All invoices are to be transmitted to the Division of Controller at:

Division of Controller  
45 West Gude Drive, Suite 3200  
Rockville, MD 20850-9999

Every invoice must include the following information:

- A. Name and address of the contractor
- B. Taxpayer Identification number
- C. The purchase order number
- D. An invoice number
- E. Bid number if applicable
- F. The ship to address
- G. Line item description, quantity, unit of measure, unit price, and extended price as stated on the purchase order
- H. Shipping and payment terms if not a bid item

When a discount for payment is authorized and taken, it will be made to the contractor as close as possible to, but not later than, the end of the discount period. Prices quoted shall not include federal excise or state sales and use taxes. Exemption certificates will be furnished upon request. Contractor inquiries concerning payment may be made to [accountspayable@mcpsmd.org](mailto:accountspayable@mcpsmd.org).

## XIV. Bid Security

If bid security is required, it must be payable to: "Montgomery County Board of Education."

Such bid security will be returned to all except the successful bidder(s) within five business days after awards have been made. The bid security of the successful bidder(s) will be returned upon receipt of the performance bond if such bond is required under the terms of the award. If no award is made within 60 days after the date of the opening of the bids, bid security will be returned to any bidder upon demand of the bidder at any time after the 60-day period so long as it have not been notified of the acceptance of its bid. Written notification of the acceptance of any bid will be made to the successful bidder(s).

## XV. Performance Bonds

If required, the successful bidder or bidders on this bid must furnish a performance bond in the amount indicated in the bid document, made out to Montgomery County Board of Education and prepared on an approved performance bond form as security for the faithful performance of its contract. The performance bond shall be submitted within ten business days of the notification that the bid has been awarded. The surety thereon must be such surety company or companies as are acceptable to The Board of Education and as are authorized to transact business in the State of Maryland. Attorneys in fact who sign bid bonds must file with each bond a certified copy of its power of attorney to sign said bonds. Should the bidder fail or refuse to furnish the required performance bond within ten business days after notification the bidder shall pay to The Board of Education as liquidated damages for such failure or refusal an amount in cash equal to the security deposited with its bid.

## XVI. Provision For Municipal Offices

Each bidder agrees when submitting its bid that it will make available to every office and department of the Montgomery County Government the bid prices submitted on this bid should any such department or office wish to take advantage of the bid prices submitted to The Board of Education.

## XVII. Product Testing During Time of Contract

Material delivered on any contract resulting from this Invitation For Bid may be tested for compliance with the specification stipulated herein. Any shipment failing to fully meet or comply with the specification requirements will be promptly rejected.

The cost of testing a representative sample of an order or shipment for acceptance shall be borne by the Board of Education except if the order or shipment is rejected for failure to meet the requirements of the specification. In case of failure to meet the requirements of the specification the cost of testing will be charged to the contractor.

## XVIII. Safety Standards

All work performed and all items supplied shall be in compliance with applicable federal and state safety standards. (OSHA-MOSHA). Material Safety Data Sheets shall be included in all shipments.

## XIX. General Guaranty

The contractor agrees to:

- A. Save the Board of Education, its agents, and employees harmless from liability of any nature or any kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in the performance of the contract of which the contractor is not patented assignee, licensee, or owner.
- B. Protect the Board of Education against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.

- C. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to its own work or to the work of the contractors for which it or its workers are responsible.
- D. Pay for all permits, licenses, and fees and give all notices and comply with all laws, ordinances, rules, and regulations of the Board of Education and of the State of Maryland.

## **XX. Indemnity**

The contractor shall indemnify, keep, and save harmless the Board of Education, its agents, officials, and employees against all injuries, death, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in any way occur against them in consequence of the granting of this contract or which may in any way result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the contractor or its employees, except to the extent of the negligence of the Board of Education, its agents, officials and employees. The contractor shall, at its own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Board of Education in any such action based on the actions and/or negligence of the contractor, its agents and employees, the contractor shall at its own expense satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the contractor, shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the Board of Education as herein provided.

## **XXI. Insurance**

The contractor shall maintain Comprehensive Business Insurance for protection from claims under the Workmen's Compensation Act, claims for damage because of bodily injury, death, or property damage to others, including employees of the Board of Education; and claims for damages arising out of the operation of motor vehicles, which may arise during the performance of the contract whether caused by the contractor or by any subcontractor or anyone directly or indirectly employed by either of them. The contractor shall also maintain product liability insurance. The aforementioned insurance shall cover the duration of the contract period, including all periods of the time and all places where work is performed under an expressed or implied warranty. The limits of such liability insurance for each occurrence shall be equal to or greater than \$500,000 for Bodily Injury and \$100,000 for Property Damage. The certificate on the insurance, indicating coverage for the term of the contract, shall be made in favor and provided to The Board of Education prior to commencement of the contract. A company duly licensed by the Maryland Insurance Commissioner and qualified to sell insurance in Maryland shall issue all insurance policies.

## **XXII. Inspection Of Premises**

Before submitting a bid for any construction or installation work in any building or on the premises of the Board of Education, the bidder should carefully examine the premises and upon submitting its bid will be considered to have examined the premises, building, or buildings where the work is to be done. For any work or installation requiring the use of labor, the successful bidder before starting work must provide sufficient evidence of insurance showing that it is adequately covered for Workmen's Compensation and Public Liability insurance.

## **XXIII. Patents**

The contractor shall hold and save the Board of Education, its officers, agents, servants, and employees harmless from liability of any nature or kind, including costs and expenses for or on account of any patented or unpatented inventions, articles, process, or appliance manufactured or used in performance of this contract including its use by Montgomery County, unless otherwise specifically stipulated in this contract.

## **XXIV. Samples And Catalog Cuts**

### **A. Requirements and Delivery**

Sample requirements and sample delivery stipulations are indicated in the bid document. Further details concerning samples may also be indicated in the detailed specification portion of the invitation. Bidders shall make all arrangements for delivery of samples to location indicated.

### **B. Sample Identification**

All sample packages shall be marked "Samples" and each sample shall bear the name of the bidder, item number, and bid number and shall be carefully tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of its bid.

### **C. Testing or Comparing Samples**

Samples are requested for the purpose of testing or comparing with detailed specifications. Therefore, The Board of Education reserves the right to retain or destroy the articles or materials submitted as samples for the purpose of testing. Accordingly, The Board of Education shall be free from any change or claim on the part of the bidder or contractor if any articles or materials furnished as samples are lost or destroyed. Materials such as food may be tested from the raw, uncooked, baked, or canned sample being submitted at the time of bid opening or subsequent to bid opening. Food tests shall consider specification factors such as contents, weight, size, taste, texture, appearance, uniformity of color, and defects, if any.

### **D. Retention and Removal of Samples**

The samples submitted by bidders on items on which it have received an award will be retained by The Board of Education until the delivery of contracted items is completed and accepted. Bidders whose samples are retained will be notified when its samples may be removed. Samples on which bidders are unsuccessful must be removed as soon as possible but not more than 15 calendar days after notification that the award has been made by The Board of Education. The Board of Education will not be responsible for such samples if not removed by the bidder within 15 calendar days after the notification of award has been made.

### **E. Sample Quantities**

Samples are required in the exact packaging and size as stated in the item description unless otherwise indicated in the bid document or it is determined that a smaller quantity is sufficient for adequate testing.

### **F. Descriptive Literature**

All bidders are required to furnish with the bid proposal a brochure, properly bound and labeled, showing full illustrations and specifications on each item offered, if bidding other than specified; or if specifically requested. These cuts and specifications are to be arranged and labeled with the item number in the same sequence as the items appear in the specifications and attached on separate pages of a brochure. The cover of the brochure shall contain:

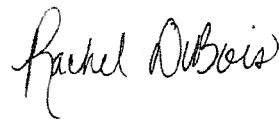
1. Vendor's name, address, and phone number
2. Bid number

## **XXV. Time of Completion**

The Board of Education reserves the right to revise the starting and completion dates for delivery and installation of equipment to new schools and additions as stated below if the bid is wholly or in part for the furnishing of new schools and additions to existing buildings. At least 60 days prior to the date scheduled for delivery and installation for each project, the Board of Education will notify the contractor whether or not any change will be required in the dates for the beginning and completion of delivery. The right is reserved to specify beginning dates and completion dates two weeks earlier than listed above or to postpone the beginning and completion dates for not more than 30 days later than the dates as listed. These changes in delivery dates, if any, for new schools and additions to older buildings will be applicable to individual projects as specified and not to all projects as a whole. The estimated dates on which deliveries may be begun and which time deliveries and installations must be completed



have been estimated as carefully as possible; and if any change is required by circumstances beyond the control of the Board of Education, the revised delivery dates as established by the procedures outlined immediately above will become the definite schedule for completion of the contract as if it had been set in the original schedule as outlined.



Rachel Dubois  
Director, Department of Materials Management

#### **XXVI. Guarantee**

The contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by it for a period of one year from date of acceptance of the items delivered and installed. If, within the guarantee period, any defects or signs of deterioration are noted which in the opinion of The Board of Education are due to faulty design and installation, workmanship, or materials, upon ratification, the contractor, at its expense, shall repair or adjust the equipment or parts to correct the condition; or it shall replace the part or entire unit to the complete satisfaction of the Board of Education. These repairs, replacements, or adjustments shall be made only at such times as will be designated by the Board of Education as least detrimental to the instructional programs.

#### **XXVII. Signature To Bids**

Each bid must show the full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the bid and contract, including Notice of Award, Copy of Contract, and Purchase Order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Bids by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of individuals composing the partnership. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When required, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of its authority to do so.

#### **XXVIII. Errors In Bids**

Bidders, or its authorized representatives, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and the bidder cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of the bidders.

#### **XXIX. Resolution and Disputes**

Bidders who have any concerns regarding the recommended awards of this solicitation should promptly contact the buyer in the Procurement Unit before the scheduled Board action. Any concerns that cannot be resolved informally with the buyer should be addressed to the senior buyer of the Procurement Unit. The senior buyer of the Procurement Unit shall attempt to resolve, informally, all protests or complaints regarding bid award recommendations. Any formal protest must be filed with the senior buyer of the Procurement Unit within seven (7) calendar days of the date of the pre-award notice.

#### **XXX. Inquiries**

**Should any bidder have any question as to the intent or meaning of any part of this bid, it must contact the undersigned to receive a written reply before submitting its bid. Inquires must be submitted in writing no later than four business days prior to bid opening date.**

**MONTGOMERY COUNTY PUBLIC SCHOOLS  
PROCUREMENT UNIT  
45 West Gude Drive, Suite 3100  
Rockville, MD 20850-9999**

**SPECIAL INSTRUCTIONS TO VENDORS FOR MAILING BIDS**

**Bids must be delivered in sealed, opaque envelopes, and labeled clearly as follows:**

**SAMPLE BID RESPONSE ENVELOPE**

---

(Return Address)  
\_\_\_\_\_  
\_\_\_\_\_

**BID ENVELOPE**

**TO BE DELIVERED TO**

**Procurement Unit  
MONTGOMERY COUNTY PUBLIC SCHOOLS  
45 West Gude Drive, Suite 3100  
Rockville, MD 20850-9999**

**BID NO. \_\_\_\_\_  
BID NAME \_\_\_\_\_  
OPENING DATE \_\_\_\_\_  
OPENING TIME \_\_\_\_\_**

---

Vendor name and address must appear on the upper left hand corner of the bid envelope.  
The specific bid number, opening date, and time must appear in the lower left hand corner of the bid envelope.  
It is suggested that vendors utilize a tracking service to insure prompt delivery.

**Department of Materials Management  
Procurement Unit  
MONTGOMERY COUNTY PUBLIC SCHOOLS**

**Rockville, Maryland**

**Invitation For Bid 9449.2, Generators Inspection, Testing,  
Preventive Maintenance and Repair Services**

**GENERAL CONDITIONS AND SPECIFICATIONS**

**I. GENERAL CONDITIONS**

**A. SCOPE**

The specifications contained herein are intended to contract for the services of qualified, licensed contractor to provide maintenance and repair of generators at various locations. The contractors shall accomplish all mandated and manufacturers' recommended inspection, testing and Preventive Maintenance service (PM) in compliance with the National Fire Protection Association (NFPA), Montgomery County Fire Code Requirements, and Montgomery County Public Schools (MCPS) specifications for various type and brands of generators as listed herein.

The contractor shall also provide repair/service technicians to supplement the MCPS maintenance staff in performing repairs/services on an "as need basis" throughout the term of the contract. The annual PM inspection and testing shall be performed at all MCPS facilities listed under **APPENDIX E** and in the time frame specified herein. In addition, the Board reserves the right to remove or add additional items/services to the specifications as our requirements change, as well as, add suppliers throughout the contract term should a need arise that cannot be facilitated by an awarded supplier.

**B. INTENT**

- a. 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 for generators annual PM, inspection and testing. MCPS generator annual PM **shall start on June 1<sup>st</sup> and be 100% completed on or before August 21<sup>st</sup> of each year under this contract.**
  
- b. MCPS will utilize the unit prices offered for technical labor throughout the term of contract for various repairs/services as required by MCPS. The successful contractor will be required to provide proposals with identified start and completion dates as requested by MCPS. Materials will be priced in accordance with the change order section herein.

- c. **Bid prices offered for PM 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 manufacturer's recommendations and the latest applicable laws, codes and regulations of the various regulatory bodies of the State of Maryland, and federal and local governments, with special attention to National Fire Protection Association (NFPA), Montgomery County Fire Code Requirements 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 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 Board of education reserves the right to make awards according to the best interest of the Board of Education of Montgomery County, Maryland Awards are contingent upon availability of funds.
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. 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 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 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 Board of Education to extend the contract or decide to re-bid. If the contract is extended by the Board of Education, a contract amendment will be issued.

**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/or approval by the MCPS project coordinator.

2. All PM generator services for all facilities 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 between the dates of June 1<sup>st</sup> and must be 100% completed by August 21<sup>st</sup>.

**F. BID PRICES**

Prices submitted shall include all labor costs, insurance, overhead, profit, travel time and mileage, shipping and handling, company owned equipment usage, special equipment and tools, and shall be exclusive of all taxes. The per hour labor rates listed shall be "on the Job" only including parts pickup and be exclusive of mealtime. Unit prices shall remain firm for any additional units added after award.

Any and all materials normally stocked and used by the successful contractor for the task as specified shall be included in the unit pricing as bid on the response form unless the material is specifically priced separately on the bid response form. Shop materials (i.e. grease, oil rags, fasteners, etc) are considered stocked items and thus shall be included in the labor rate or unit pricing as bid.

Miscellaneous material shall be considered a reimbursable expense under the following conditions:

1. The materials are identified and listed on the quote for that individual project; and
2. the materials are accepted by MCPS as being required to complete the project; and
3. the successful bidder can provide a receipt from the successful bidder's supplier clearly identifying the materials and the unit price charged.

Miscellaneous materials shall be reimbursed at the successful bidders final cost (after all rebates and discounts). Plus the % mark-up on bid. The successful bidder shall make every effort to obtain the best available pricing for any purchase made on MCPS behalf. MCPS shall have the right to review pricing and to require the successful bidder to use another source if lower pricing can be found.

The successful bidder invoice shall itemize each material to be reimbursed and a copy of the invoice from the successful bidder's supplier shall be attached. Items for which an invoice is not available shall not be charged to MCPS and shall be considered as included in the labor rates or unit pricing submitted in this IFB.

**G. PROVISION FOR PRICE ADJUSTMENT**

Unit price 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. Recommendations for award, however, shall be made based on the original bid submission only.

Subsequent to award, the unit prices quoted herein is subject to price adjustment upward or downward in accordance with increases or decreases announced by the manufacturer. The successful bidder must notify the director of the Department of Materials Management of any announced manufacturer's price reductions and give immediate benefit to MCPS in a proportionate amount.

Price increases will not be considered for the first year of the contract. Thereafter the successful vendor must submit a written request for price relief. The request for a price increase shall include documentation from the manufacturer to verify the basis for such request. MCPS reserves the right to accept or reject the request as may be determined to be in the best interest of MCPS. Any orders received prior to a request for the price increase shall be honored at the original contract price.

**H. WARRANTY**

1. The specifications require that all workmanship and materials shall be warranted for two years or in accordance with the manufacturer's standard warranty period, whichever is greater. The warranty shall commence upon date of acceptance by MCPS. Final payment will be made once the work is complete and accepted by MCPS. The warranty shall begin once the MCPS project coordinator has approved and signed the contractor's final invoice for payment.
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, failure to offer this service to MCPS will be grounds for exclusion from future bidding.
3. Any warranty/guarantee offered by the manufacturer used on this project, which is longer than MCPS standard warranty/guarantee as specified herein, shall take precedence.

**I. 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.

**J. 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 MCPS. Pending final decision of a dispute hereunder, the contractor shall proceed diligently with the contract performance.

**K. 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 C**, 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.
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.

**L. BIDDERS QUALIFICATIONS/REFERENCES**

All Bidders will be investigated as to organization, ability to perform, and experience. MCPS reserves the right to reject any bid where such investigation does not satisfy MCPS. Previous

performance on MCPS contracts may be considered in determining qualification of the successful bidder.

Bidder shall meet the following requirements in order to be considered for award of the Contract.

- a. Bidder shall be a firm with not less than five years' experience, to include jobs of the same size, nature, and complexity within the last three years. Bidder shall submit with the Bid Response a list of three references with contact names and phone numbers to support this. Failure to do so may cause rejection of Bid.

The references shall have company name, contact person, email 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.

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

- b. Bidder shall have a satisfactory record of past performance as evidenced by the reference reviews.
- c. **Bidder shall have at least five qualified trained OEM personnel to adequately service the contract.** Bidder shall submit with the Bid Response a list of all personnel who will provide regular and emergency service. All personnel assigned to the Contract shall be trained on at least one manufacturer or brand and be familiar with all manufacturers and brands. The list shall include: name, title or position, number of years of experience in the trade, and a copy of any applicable certifications or licenses. Successful Bidder shall submit new employee lists to MCPS if/when any changes occur in key personnel assigned to this contract.

| <u>Name</u> | <u>Title/Position</u> | <u>Num. Years Experience</u> |
|-------------|-----------------------|------------------------------|
| 1. _____    |                       |                              |
| 2. _____    |                       |                              |



- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_

d. Bidder shall have OEM software licenses and rights that may be needed to complete PM diagnostic and/or repair services.

**List of all manufacturer software licenses/rights:**

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_

**M. SUBMISSION OF BIDS**

1. Bid Documents

**One original, and one Redacted Copy of the bid are requested.** The cover page of each copy must be clearly marked original or redacted copy. Bidders may wish to reproduce and retain an additional copy for your files.

2. Quotation Form

a. Quotations are to be entered on the Quotation Form supplied under **APPENDIX E** and the bidder shall submit individual facility cost in the space provided with bid submission. **Faxed quotations are not acceptable. SEALED BIDS ONLY.**

b. **Bidder must submit a separate price for each item listed on the Quotation Form. Submission of one price for all the items without indicating a price per item shall be considered non-responsive and will invalidate the bid.** If there is 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.

3. Confidential and Proprietary Information
4. 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 Procurement unit by phone at 301-279-3555 or email to Buyer [Laly A. Bowers@mpsmd.org](mailto:Laly.A.Bowers@mpsmd.org), or the Procurement Unit at [Procurement@mcpsmd.org](mailto: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.

5. License/Certifications (TO BE SUBMITTED WITH BID)

Bidder(s) responses shall include the following items:

- a. Copy of Maryland Contractor's License.
- b. All licenses required by federal, state or local jurisdiction having authority.
- c. **A complete list of a minimum of five qualified OEM trained full time personnel who will be assigned to this contract.** For each individual listed, provide resume to include level of experience, i.e., technicians and helpers; certification and/or license. The awarded contractor(s) will be required to maintain the list current throughout the life of the contract, and to supply a copy of the list to MCPS on no less than a quarterly basis.
- d. List of all OEM software licenses and rights that may be needed to complete PM and/or repair services.

**Note: Licenses for any sub-contractor that will perform work under this bid shall be provided within 48 hours after request by MCPS.**

6. **Bidder Required Background Check for Registered Sex Offenders** Contractor employees shall be approved and be in compliance prior to performing any services on MCPS schools. (See APPENDIX A)

N. **Proprietary and Confidential Information**

Bidders are notified that MCPS has unlimited data rights regarding proposals submitted in response to this solicitation. Unlimited data rights means that MCPS has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by the bidders in response to this or any solicitation issued by MCPS. However, MCPS will exempt information that is confidential commercial or financial information of a Provider, as defined by the Maryland Public Information Act (MPIA), State Government Article, Section 10-617, from disclosure. It is the responsibility of the bidder

to clearly identify each part of its proposal that is confidential commercial or financial information by stamping the **bottom right-hand corner** of each pertinent page with one-inch bold face letters stating the words "**confidential**" or "**proprietary**." The bidder agrees that any portion of the proposal that is not stamped as proprietary or confidential is not proprietary or confidential. As a condition for MCPS keeping the information confidential, the bidder must agree to defend and hold MCPS harmless if any information is inadvertently released

**O. EMARYLAND MARKETPLACE ADVANTAGE 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.

**P. INQUIRIES**

Inquiries regarding this solicitation must be submitted **in writing**, to Laly Bowers, CPPB, Buyer II, Montgomery County Public Schools, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850, fax number 301-279-3173 or email to [Laly\\_A\\_Bowers@mcpsmd.org](mailto:Laly_A_Bowers@mcpsmd.org). Questions must be received no later than four business days prior to bid opening in order for the bidder to receive a reply prior to submitting its bid. The Board of Education will not be responsible for any oral or telephone explanations or interpretations. **Bidder contact with any other MCPS employee regarding this solicitation until the contract is awarded by the Board of Education will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its bid.** The MCPS Procurement Unit web site address is <https://www.montgomeryschoolsmd.org/departments/procurement/staff.aspx>

**Subsequent to the award** if the contractor finds any discrepancy or omission and has questions of MCPS's intent, prior to performing work, they shall notify the MCPS project coordinator **in writing** via fax to resolve and receive clarification with copies to Mrs. Laly Bowers, CPPB, Buyer and the MCPS Project Coordinator.

**II. CONTRACT ADMINISTRATION**

**A. PRE-CONSTRUCTION MEETING**

1. MCPS reserves the right to convene a meeting with the apparent low bidder(s) 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 projects.

2. 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. POST BID SUBMISSIONS

1. The low bidder(s) may be required to supply **within 48 hours** after MCPS request applicable business and additional contractor's licenses, master licenses for trades appropriate for work to be performed, and/or company financial statements, etc., as required to allow MCPS contractor evaluation.
2. Sub-Contractors
  - a. MCPS must approve all sub-contracting work in advance; the prime Contractor shall supply MCPS with the rationale for requesting sub-contracting. **It is MCPS' intent that the successful bidder has the in-house resources to perform the primary task and only sub-contract secondary task(s) which they do not specialize in appropriately, e.g., electrical, mechanical and/or plumbing, etc.** The apparent low bidder(s) shall supply a complete list of all sub-contractors. This list must be submitted within two workdays after MCPS makes the request. **Failure to do so will be grounds for termination of your bid.** The contractor shall be responsible for assuring that all proposed sub-contractors are in good standing with MCPS and have been in business for and have a minimum of three years' experience performing the type of work they will be performing under this contract and possess appropriate licensing.
  - 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. 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, Montgomery County Board of Education shall be the insurance certificate holder.

4. Invoicing

- a. The contractor shall submit invoices to MCPS Division of Maintenance main office for payment approval at:

8301 Turkey Ticket Dr. Bldg A, 1<sup>st</sup> floor Gaithersburg MD 20879

- b. **All invoices shall identify pertinent information including the following:**

- Purchase Order Number
- Location of unit serviced
- Details and barcode of unit serviced
- Date of service
- Itemized breakdown of materials and labor (including hours and hourly rates as specified in this contract)
- A copy of completed and signed PM report, testing report or service ticket

- c. The contractor shall also provide a detailed statement on a monthly basis to the MCPS Division of Maintenance.
- d. MCPS is not obligated to make any partial payments, deposits or payments in advance. Payments will be made upon successful completion of the job and approval by the appropriate MCPS project coordinator. MCPS reserves the right to inspect the condition of equipment and workmanship prior to the approval of invoices for payment.
- e. Upon completion of each PM load bank test or repair service, the contractor shall submit one invoice for each location serviced. The PM report, test report, or service ticket, shall be included with the invoice. The packet shall be submitted no later than the 10th day of the month for the previous months work.
- f. Upon request of the MCPS project coordinator, the contractor shall supply copies of any invoices from the contractor's supplier or the Manufacturer's Price List Sheet as

appropriate when requested. Items for which an invoice is not available shall not be charged to MCPS and shall be considered as included in the labor rates or unit pricing in this contract.

5. 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.

C. 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. More detailed information can be found at: <http://www.dsd.state.md.us/comar/AnnotCodeIdx/StateFinIndex.htm> it is the bidder’s responsibility to be in compliance as required if purchasing steel in excess of 10,000 pounds.

D. 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.

E. PERFORMANCE

1. The contractor shall have on the job site at least one person fluent in English at all times.
2. The contractor must provide to the MCPS project coordinator telephone number(s) and e-mail addresses of appropriate contacts to allow for day-to-day direct communications and appropriate contact information for emergency after hours contact.
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 and to maintain any program disruptions to a minimum.
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 provide qualified personnel to insure competent performance of the work. The contractor shall provide the names of the technicians assigned to this contract. Resumes of technicians and key personnel shall be supplied with bid submission.

- b. The contractor shall not send more than two people; one technician and one helper on a job for service and repairs without prior approval from the MCPS project coordinator.
    - c. After the project has been awarded any employee changes must be approved and the employee shall be badged by MCPS prior to the employee reporting to the job.
5. Contractors and employees:
  - a. Will be required to check in daily at the facilities main office to receive identification badges that shall be worn while on premises. These badges must be returned to MCPS daily.
  - 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. 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. 15-04 AM, COMCOR 48.00.03, at no additional cost to MCPS. The contractor shall track all recyclable materials such as metal, concrete, asphalt, cardboard, etc. and provide to MCPS recyclable amounts by weight as requested.
8. 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 must be followed.
9. Upon completion of all tasks, any damage, as a result of the work shall be restored to condition as good as existed prior to damaging.
10. 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.
11. The contractor shall have an adequate supply of parts/materials on all trucks and stocked at a shop. The contractor's service technicians shall respond to the job site in a well-equipped, well stocked service truck. If the contractor's technician needs to leave the job site to get any additional parts or materials, the contractor shall obtain approval in advance from the appropriate MCPS project coordinator or the hours off of the job site will not be billable or chargeable to MCPS.

12. The contractor shall be required to have an adequate supply of specialized tools and equipment to perform the testing and maintenance of generators listed in this contract. The specialized tools shall include, but not be limited to, power tools, ladders, volt/ohms meters, current meters, load bank test equipment and cables, phase rotation meters, hertz meter, etc. at no additional cost to MCPS. If the contractor's technician needs to leave the job site to get any additional tools or equipment, the contractor shall obtain approval in advance from the appropriate MCPS project coordinator or the hours off of the job site will not be billable or chargeable to MCPS.
13. The contractor accepts the liability of any damages to MCPS buildings and related equipment due to poor workmanship, neglect or lack of training, or knowledge of their technicians. Any evidence indicating lack of knowledge or training of service technicians after contract award may be cause for termination of contract and non-payment of any invoices associated with that technician. Non-performance, non-response to repairs, emergencies, etc. may result in termination of contract. The decision for contract termination shall be at the sole discretion of the MCPS Procurement Unit.
14. The contractor's employees shall report in a company owned vehicle with proper signage. All employees shall wear a uniform to include shirt, pants, and/or jacket with company name on shirt and/or jacket as well as employee name on shirt. All employees shall have proper identification to obtain access to the various MCPS buildings. All employees shall be subject to all security regulations in force at each and every MCPS location. The contractor shall coordinate with the MCPS Site Representative to receive permission to enter the premises to perform work.
15. The contractor shall have available emergency services on a 24 hour seven day-a-week basis. Service calls requested between 6:00 p.m. and 6:00 a.m. shall be invoiced at overtime rates on a time worked basis.
16. The contractor shall notify the appropriate MCPS project coordinator immediately when a generator cannot be restored to operation.
17. The contractor shall obtain pre-approval from the appropriate MCPS project coordinator before completing any services or repairs as follows:
  - a. PREVENTIVE MAINTENANCE – Over \$200 above PM cost
  - b. REPAIR SERVICES – Over \$1,000 total unless specified otherwise by the MCPS Project Coordinator

For emergency repairs, the appropriate MCPS project coordinator will be contacted immediately for verbal approval before proceeding. For non-emergency repairs, a detailed written estimate/proposal will be submitted to the appropriate MCPS project coordinator for approval before proceeding.

18. The contractor shall be responsible for the proper conduct of all employees of the contractor while on the premises. Contractor will not employ any person or persons in or about the premises who shall use improper language or act in a loud or boisterous manner.



**F. LATE CHARGES FOR FAILURE TO COMPLETE ON TIME**

1. MCPS shall retain \$250.00 per calendar day for delay in completion of agreed upon completion dates for; preventative maintenance services, load bank testing and repair services. 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 appropriate MCPS project coordinator 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 f 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 rational that a purchase order was issued late, at the conclusion of the work will not be an acceptable reason for requesting a contract extension. No time extension will be allowed except by final written approval of the MCPS Contract Officer. No requests for extension due to weather conditions will be considered unless accompanied by documentary evidence supplied by the NOAA's National Weather Service showing, by comparison, that such weather suffered is abnormal to any of the past five years as recorded. **No request for extension will be considered by MCPS if received from the contractor after the previously agreed completion date has passed. Late charges will be automatically deducted.**

**G. CONDITIONS FOR PURCHASING ELSEWHERE**

Time is of the essence in the performance of this contract. Should the successful contractor fail to perform as specified, in accordance with the terms and conditions specified herein, MCPS shall then have the right to procure goods and services in the open market or by contract, in which event the additional costs of such goods or services above the contract price shall be charged against the successful contractor, and may be deducted from any funds payable or which may become payable to the successful contractor.

MCPS may reject, at his sole discretion, any goods or services ordered from the successful contractor if they are delivered or performed subsequent to the placement of orders elsewhere.

#### H. MCPS PROJECT COORDINATOR

1. The MCPS project coordinator will handle the day-to-day operation and coordination of this contract. Scheduling work on site after an award of contract must be made through the MCPS project coordinator.
2. A list of assigned MCPS project coordinator will be provided to the contractor upon award of this contract.
3. The MCPS project coordinator is authorized to:
  - a. Serve as liaison between MCPS and The contractor;
  - b. Give direction to the contractor to ensure satisfactory and complete performance;
  - c. Monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
  - d. Serve as records custodian for this contract;
  - e. Accept or reject the contractor's performance;
  - f. Furnish timely written notice of the contractor's performance failure to the MCPS procurement unit;
  - g. Approve or reject invoices for payment;
  - h. Recommend contract modifications or terminations to the MCPS procurement unit.
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.

#### I. CHANGES IN THE WORK

1. Should alterations or changes be necessary at any time during the progress of the work or to add to or delete work, MCPS shall have the undisputed right to make such changes, additions, omissions, or alterations by written order. **An MCPS CHANGE ORDER FORM under APPENDIX B must be completed and signed by both MCPS and contractor's authorized representative. All Change Order Forms, Proposals and other supporting documentation relating to additional work must be supplied to the MCPS project coordinator within one week from the time the Change Order need is identified. No cost increases to contract will be paid without a completed Change Order Form signed by both parties. Approved Change Orders do not automatically revise completion dates. It is the contractor's responsibility to provide a written request for extension, with an explanation of justification as they deem necessary. Using approved Change Orders as rationale for not completing on time will not be accepted without an MCPS approved extension. If additional work is performed without MCPS written authorization, the contractor will be subject to reversing said work, or work and materials shall remain in place at no cost to MCPS. This shall be solely at MCPS' discretion.**

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

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 all-inclusive cost for combined supervision, overhead, bonds fringe benefits, union fee, small equipment, tools and profit for labor materials.

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

#### J. PROJECT CLOSE-OUT

1. Contractor must leave generator in fully operational condition and completely operational. If the generator cannot be restored to operational condition, the contractor must notify the appropriate MCPS project coordinator immediately for further instructions. Failure to do so may require a return visit at the contractor's expense without any additional charge for time or materials to MCPS.
2. Removal of any and all hazardous waste materials from the site.
3. Clean and secure the work area.
4. Upon completion of any preventative maintenance service, testing or repair service, the contractor's technician shall:
  - a. Complete and sign the preventative maintenance report, test report or service ticket and obtain a signature from the MCPS Site Representative;
  - b. Complete the contractor service log sheet located in the fire log book in the main office and insert a copy of the completed and signed report or ticket in the book. If the office and/or book is not available, the contractor's technician should leave a copy with the MCPS Site Representative. Refer to **APPENDIX D** for a sample page from the fire log book.
  - c. Sign out at the front office with date and time of departure.
5. Submit PM reports, load bank testing reports and service tickets as well as any proposals for any additional repairs above the dollar threshold listed below to the appropriate MCPS project coordinator within 48 hours of completion of the PM Service, testing or repair service:
  - a. PREVENTIVE MAINTENANCE &/OR LOAD BANK TESTING – Over \$200 total above PM cost
  - b. REPAIR SERVICES – Over \$1,000 total unless specified otherwise by the MCPS project coordinator

6. All used parts shall be left at the job site for the MCPS project coordinator to pick up at a later date, unless The contractor or manufacturer require used parts to be returned for a refund or credit.
7. When applicable, the contractor shall provide written warranty statements indicating start and end of warranty dates to be signed by both the contractor and MCPS.
8. FOR REPAIR SERVICE ONLY: Contractor will contact the appropriate MCPS project coordinator upon departure of the job site via e-mail or phone call and provide sufficient details of the work completed and the current status of the generator.

#### K. QUALITY ASSURANCE

The contractor shall be experienced in inspecting; testing and servicing all types/brands of generators 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 to the MCPS project coordinator prior to performing any work. 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.**

### III. TECHNICAL SPECIFICATIONS

#### A. SCOPE

It is the intention of MCPS to contract for the services of a qualified, licensed contractor to provide preventive maintenance and repair of generators at various locations throughout MCPS located in Montgomery County, Maryland.

#### B. SITE INSPECTION

The contractor must report to the main office to contact the building service manager prior to inspection. When a proposal has been submitted and received, it shall be understood that the work site has been inspected and that the contractor is aware of the needs and conditions under which the work is to be accomplished.

After inspection, the contractor shall report to the MCPS project coordinator any conditions that might prevent them from performing their work in the manner intended. Failure to do so will not relieve the successful Contractor of the obligation to furnish all materials and labor necessary to fully carry out the provisions of the contract document.

#### C. MATERIALS AND REPLACEMENT PARTS

1. Materials to be used in the performance of this contract shall be new, of the same manufacturer as the generator 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 approved within this contract. When requested by the MCPS project coordinator, the contractor will provide appropriate documentation of its cost with any proposals and/or invoice.
3. MCPS may elect to supply parts or use spare available parts, therefore, the contractor shall be required to use the part when requested to do so by the MCPS project coordinator.
4. All used parts shall be left at the job site for the MCPS project coordinator to pick up at a later date, unless The contractor or manufacturer require used parts to be returned for a refund or credit.
5. The contractor shall notify the appropriate MCPS project coordinator regarding any and all deficiencies that might prevent restoration to service of a unit or part and it would be in the best interest of MCPS to replace the unit or parts. The contractor's recommendation shall include both the cost of labor and the price of the unit or parts. Any deficiencies found during any PM, testing or repair service shall be reported to appropriate MCPS project coordinator within 48 hours of all non-emergencies. All emergency deficiencies shall be reported immediately.

#### D. 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.

##### 2. Existing Asbestos Materials

MCPS shall be responsible for all asbestos abatement tasks as may be required regarding existing materials on site. Any questions concerning asbestos materials shall be directed to the MCPS Environmental Health Specialist at 301-670-8240.

#### E. PREVENTIVE MAINTENANCE

##### a. **Preventive Maintenance shall include the following:**

1. Contractor shall provide the appropriate MCPS project coordinator a schedule of PM a minimum of two weeks in advance in order to allow the MCPS project coordinator

- sufficient time to coordinate the schedule with the school. Any changes to the schedule should be communicated a minimum of 48 hours in advance of each annual PM visit.
2. Contractor shall perform all PM service within 13 months after the previous annual service was completed.
  3. Contractor's technician will complete a PM report indicating that all of the items listed below were completed. The PM report will also include:
    - a. School name
    - b. Location of unit serviced
    - c. Make, model, serial number and barcode of unit serviced
    - d. Date of service,
    - e. Itemized breakdown of parts and materials used, including manufacturer, part number and quantities
    - f. Number of labor hours, including arrival and departure times
    - g. Any deficiencies found
    - h. Current status of the generator
    - i. Signature of Contractor's technician's signature
    - j. Signature of MCPS Site Representative
  4. Preventive maintenance service and inspections shall be performed annually for each location listed in these specification. The contractor shall perform the following at each annual visit and all services and parts listed below will be included in the annual PM cost per unit.
    - a. Visual inspection of complete generator system
      1. Inspect enclosure for damage and missing or broken parts
      2. Lubricate all hinges and latches
      3. Check for oil and anti-freeze leaks
      4. Check generator mounting
      5. Clean if necessary
    - b. Cooling System
      1. Inspect and adjust all belts as necessary
      2. Inspect all hoses and clamps
      3. Inspect radiator exterior and cap and clean as needed (trash, debris)
      4. Check coolant level, topping off to bring to proper level, if necessary
      5. Test Coolant, adjusting by adding inhibitor, if necessary
      6. Inspect block heater operation
      7. Replace filters if necessary
      8. Test annually and record readings
    - c. Lube Oil System
      1. Check oil level, topping off to bring to proper level as necessary, without overfilling
      2. Check/test for leaks

3. Replace oil and oil filters annually
  4. Test oil for metallic fibers and water content when requested by the MCPS project coordinator, test will be billed at an additional charge above and beyond the PM service.
- d. Air Intake System
1. Inspect for proper ventilation/fresh air supply
  2. Inspect air filter (replacement if needed will fall under additional work)
  3. Inspect all ducting and piping to air filter and engine
- e. Fuel System
1. Replace all fuel filters and change fuel filters annually
  2. Inspect any fuel tanks including day tanks as well as fuel line condition as accessible
  3. Inspect and clean sediment bowls as accessible
  4. Inspect and check float valve operation and fuel tank float system
  5. Inspect fuel lines
  6. Inspect for fuel leaks
- f. Engine Starting System
1. Inspect starting system
  2. Check the condition and charge of each battery. If the battery is in need of a replacement, the contractor shall contact the MCPS project coordinator for verbal authorization before replacing. If replacement is approved, the contractor's technician will mark battery with the replacement date and leave the old battery on site. Any replacement batteries authorized will be at an additional charge above and beyond the PM service
  3. Inspect and clean spark plugs, condenser and contacts, making adjustments and replacement as needed
  4. Inspect and tighten all fuses
  5. Inspect, clean, and tighten of all battery cables and clamps
  6. Inspect and test battery for proper voltage
  7. Check electrolyte levels and add water if necessary
  8. Inspect battery charging operation
  9. Inspect all wiring for damage, corrosion, loose connections and confirm secured
- g. Engine Exhaust system
1. Inspect muffler assembly condition
  2. Inspect for proper operation and ventilation of exhaust system
  3. Inspect clamps for leaks and condition
  4. Inspect all exhaust piping for leaks and condition
- h. System Testing
1. Start generator, perform building load test when possible and record results
  2. Inspect all gauges and warning lights
  3. Run system minimum of 30 minutes

4. Take and record readings of oil pressure, water temp, charging voltage
  5. Perform and record readings of voltage test on generator unit A/B, B/C, A/C phase, L1/N, L2/N, L3/N
  6. Inspect governor operation and adjust as needed
- i. Automatic Transfer Switch
    1. Transfer of load to test switch when possible
    2. Inspect ATS condition and operation
    3. Return system to automatic
    4. Inspect and replace indicator bulbs (stat bulbs) when necessary
    5. Inspect area for cleanliness and confirm secured
    6. Clean and wipe down generator
  - j. Customer Service Advantage
    1. Instruct proper personnel when such personnel are present and available on operation and maintenance procedures recommended between scheduled maintenance visits
    2. Removal of hazardous waste materials from the site
    3. Clean and secure work area
    4. Prior to Contractor's technician departure from the job site
      - a. Complete the contractor service log sheet located in the fire log book in the main office and insert a copy of the completed and signed PM report in the book. If the office and/or book is not available, the contractor's technician should leave a copy with the MCPS Site Representative. Refer to **APPENDIX D** for a sample page from the fire log book
      - b. Sign out with date and time at the front office
    5. Submit PM report and proposals for any necessary repairs above \$200 to appropriate MCPS project coordinator within 48 hours of completion of the PM service.
5. All used parts shall be left at the job site for the MCPS project coordinator to pick up at a later date, unless The contractor or manufacturer require used parts to be returned for a refund or credit.
  6. The cost of all items listed above, including fuel and/or water filters, oil, and fluids shall be included in the price of the PM service at no **additional cost to MCPS.**
  7. The contractor shall obtain pre-approval from the appropriate MCPS project coordinator before replacing any items not included in the list above or conducting any services or repairs not included in the list above over a total cost of \$200.
  8. All PM shall be completed during the time-frame requested. All PM reports shall be submitted to the appropriate MCPS project coordinator upon completion of the PM service. All pressure, voltage temperature, fluid levels, fuel levels, gauge readings, and hour readings shall be recorded on the PM report. Any major problems shall also be noted on the PM report. If any problem will cause the unit not to run, the contractor shall record



the deficiency on the PM report and shall notify the MCPS project coordinator immediately.

**F. LOAD BANK TESTING**

- a) Load bank testing report that shall include the following: Upon request of the MCPS project coordinator, the contractor shall perform a two hour load bank test. The load bank test shall be performed by the contractor's own personnel and with their own test equipment and cables. The cost of the load bank test shall be estimated separately from the price of the preventative maintenance services and shall be based on the contractor's hourly rate.
- b) Load bank testing, when requested, shall be performed after normal instructional hours of the school day. If the contractor must perform testing during normal instructional hours, the contractor must obtain prior approval from the appropriate MCPS project coordinator before scheduling the test. Even if approved, the contractor must monitor interference with activities at the job site and contact the MCPS project coordinator if the testing is interfering with school activities.
- c) Coolant change should be completed when requested and while on-site for PM service, rather than as a separate visit.

Most likely coolant change would be completed every two to five years.

1. Drain the cooling system while the unit is cold.
  2. If the coolant is very thick and/or filled with sediment, please contact the appropriate supervisor for consideration and approval for a coolant flush instead.
  3. Refill the unit with new coolant.
  4. Run unit up to temperature.
  5. Top off as necessary.
- d) Coolant flush, when needed based on appearance of coolant condition
    1. Drain the cooling system while the unit is cold.
    2. Fill the unit with distilled water and coolant flush additive.
    3. Run the unit and bring up to temperature.
    4. Drain the water and flush from the system.
    5. Refill the unit with distilled water.
    6. Run the unit and bring up to temperature
    7. Drain the engine block as much as possible.
    8. Refill with new coolant.
    9. Run unit up to temperature.
    10. Top off as necessary.
  - e) Contractor's technician shall complete a report with the following information
    1. School name
    2. Location of unit tested
    3. Make, model, serial number and barcode of unit tested

4. Date of test
  5. Test results and any pertinent information related to the test
  6. Itemized breakdown of any parts and materials used, including manufacturer, part number and quantities
  7. Number of labor hours, including arrival and departure times
  8. Any deficiencies found
  9. Current status of the generator
  10. Signature of Contractor's technician's signature
  11. Signature of MCPS Site Representative
- f) Complete the contractor service log sheet located in the fire log book in the main office and insert a copy of the completed and signed test report in the book. If the office and/or book is not available, the contractor's technician should leave a copy with the MCPS site representative. Refer to **APPENDIX D** for a sample page from the fire log book.
- g) A copy of the load bank testing report will also be submitted with the invoice.

#### **G. VARIOUS SERVICES/REPAIRS**

- a. The contractor is expected to provide service 24 hours per day, every day in response to all calls. In the event of non-responsiveness to a service call, the MCPS project coordinator will contact other successfully awarded Contractors, if multiple Contractors are awarded this contract, until an adequate response is received. Repeated and documented lack of responsiveness from any contractor will be considered a performance issue and may result in eventual termination of this contract for cause.
- b. The contractor will be required to initiate a call back to the appropriate MCPS project coordinator within 30 minutes from receipt of a call or voice mail message.
- c. The contractor must be able to respond to generator service and repair requests within **four hours for emergencies** and within **24 hours for non-emergencies**, after receiving a call from the MCPS project coordinator. An emergency is when the repair poses an immediate detrimental impact on the function of electrical systems, components or dependent services, and/or as identified at the discretion of the MCPS project coordinator.
- d. The contractor is authorized to complete services/repairs up to a total cost of \$1,000 or an amount specified by the MCPS project coordinator when the repair/service was requested. Total service/repair costs over the preapproved amount will require authorization from the MCPS project coordinator and may require a written proposal and authorization in order to proceed further. If at any time, the services/repairs exceed the preapproved amount, the contractor is responsible for contacting the MCPS project coordinator for approval to proceed.
- e. All service tickets must be signed by the contractor's technician and a MCPS Site Representative upon completion of work. Service tickets will include the following:
  1. School name

2. Location of unit serviced
  3. Make, model, serial number and barcode of unit serviced
  4. Date of service
  5. Detailed description of services performed
  6. Itemized breakdown of any parts and materials used, including manufacturer, part number and quantities
  7. Number of labor hours, including arrival and departure times
  8. Any deficiencies found
  9. Current status of the generator
  10. Signature of Contractor's technician's signature
  11. Signature of MCPS Site Representative
- f. Future Service/Repair Proposals: **No Proposals will be accepted without start and completion dates identified, as well as all labor hourly rates and materials identified.** A purchase order issued and signed by the director of the Department of Materials Management or approval from the appropriate MCPS project coordinator 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, etc.
- g. Written proposals when requested or required in this contract must be submitted within 48 hours of request or from the time the work was determined to be needed.
- h. Prior to Contractor's technician departure from the job site:
1. Removal of hazardous waste materials from the site
  2. Clean and secure work area
  3. Get signature on completed service ticket from MCPS Site Representative
  4. Complete the contractor service log sheet located in the fire log book in the main office and insert a copy of the completed and signed service ticket in the book. If the office and/or book is not available, the contractor's technician should leave a copy with the MCPS Site Representative. Refer to **APPENDIX D** for a sample page from the fire log book.
  5. Sign out with date and time at the front office.
  6. Contractor's office or technician will contact the appropriate MCPS project coordinator upon departure of the job site via e-mail or phone.
- i. Travel time and truck charges are to be included in the rates offered herein; MCPS will not pay separate travel time or truck charges.

#### **H. DAMAGE TO MCPS FACILITIES, BUILDINGS OR GROUNDS**

The successful contractor shall repair, or cause to be repaired, at its own expense any and all damage to MCPS facilities, buildings, grounds, equipment, vehicles, or property caused by the successful contractor or employees, sub-contractors, or agents of the successful contractor. Such

repairs shall be made immediately after awareness of damage, or notice by MCPS, but in no event more than 30 days after the occurrence.

**APPENDIX A**

**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**

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 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.



**APPENDIX B**

**Montgomery County Public Schools  
Division of Maintenance and Operations**

**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.**

\_\_\_\_\_  
(MCPS Representative Approval)

\_\_\_\_\_  
(Date)

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Authorized Contractor Representative Acceptance)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(MCPS Contract Officer Approval)

\_\_\_\_\_  
(Date)

**APPENDIX C**

**MCPS EMERGENCY CRISIS PROCEDURE, SHELTER/LOCKDOWN**



Department of School Safety and Security  
MONTGOMERY COUNTY PUBLIC SCHOOLS  
Rockville, Maryland



**Emergency Preparedness Procedures**  
**Key Points for Lockdown-Evacuate-Shelter (LES)**

### **Lockdown**

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

#### **Persons authorized to call a Lockdown**

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

#### **Lockdown Alert—Staff Guidance**

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

### **Evacuate**

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

#### **Fire Evacuation**

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

#### **Directed Evacuation**

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

### **Shelter**

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

#### **Persons authorized to call a Shelter alert**

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

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

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

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

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

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

#### **Outside Hazardous Material Release Shelter**

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

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

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

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

## **Parent/Child Reunification**

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

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

## **Firearms**

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

## **Bomb Threat Assessment**

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

## **Bomb Threats Call Trace**

- Use "call trace" procedures on the yellow *Telephone Bomb Threat Checklist* card. Follow instructions exactly.
- After hanging up the phone, press \*57 on the same line the call came in on.
- Press \*47 if you have 279 or 517 exchanges on your school phone number.
- Do not dial "9" before you dial \*57 or \*47.
- Notify school administration immediately

- Report the bomb threat to 911 and OSP.
- Inform the 911 operator of "call trace" activation.

## **Bomb Threat Sweep/Scan**

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

## **Hazardous Material Spills**

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

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

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

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

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

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

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

*For additional information contact the Department of School Safety and Security, 301-279-3066.*

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**APPENDIX D**  
**SAMPLE SERVICE LOG**



**APPENDIX E**

**PRICE SHEETS**

**GENERATORS LISTING/LOCATIONS**