

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

**Invitation For Bid #9473.1  
HVAC/Water Treatment Supplies, Equipment and Services**

**GENERAL CONDITIONS AND SPECIFICATIONS**

**I. GENERAL CONDITIONS**

**A. Intent**

Montgomery County Public Schools (MCPS) is requesting bids to pre-qualify contractors who have the ability to provide a complete service-oriented HVAC Water Treatment Program. The water treatment program will cover all heating/chilled water systems and all open and closed loop water source/gas thermal systems.

Responses to this solicitation will be used to evaluate and prequalify contractors to perform the services described for MCPS upcoming projects. Contractors who wish to be pre-qualified shall provide detailed information describing fully their company's capabilities, resumes, time and material costs, flat rate costs for specific testing/assessments and references to illustrate the ability to perform the scope of work that will be required. The successful bidder is required to have a Certified Water Technologist (CWT) as certified by the Association of Water Technologies (AWT) or a qualified Chemical Water Treatment Services Chemist as a Project Manager at all times.

MCPS reserves the right to accept or reject any or all responses received as a result of this request. For the purposes of this solicitation, the terms "contractor", "vendor" or "bidder" shall mean the same.

**B. Background**

Montgomery County, a suburb of Washington DC, is comprised of 497 square miles of urban, suburban and rural areas. For the purposes of this bid, MCPS has 221 schools/ equipped with either closed loop or open loop HVAC systems.

It's the expectation of MCPS to have a proactive Water Treatment Program which will require specific services and expertise of contractors' knowledgeable in the application of chemical-based water treatment and filtration methods for closed loop (boilers chillers, geothermal) and open loop (cooling towers) HVAC systems.

The overall mission is to maintain high quality conditions within the systems to keep corrosion, scaling and biological contamination within industry standards. Through effective water treatment practices, this will minimize energy and water usage and maximize equipment and infrastructure life expectancy.

**C. Awards**

It is the intention to pre-qualify multiple contractor(s) who possess the capability, equipment and workforce to perform the services required under this solicitation and who submits the most favorable unit prices with consideration being given to any previous performance for the Board of

Education as to quality of service and acceptable merchandise, and with regard to the bidder(s) ability to perform should it be awarded the contract. However, the Board reserves the right to make awards according to the best interests of the Board of Education of Montgomery County, Maryland. In addition, the Board reserves the right to remove or add additional items to the specifications as our requirements change, as well as, add suppliers throughout the contract term should needs arise that cannot be facilitated by any of the awarded suppliers.

**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 will conclude as stated under the contract term. MCPS reserves the right to extend this contract at existing prices, terms and conditions for up to four additional one-year terms. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful bidder 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 the response is evaluated, MCPS staff may make a recommendation to the Board of Education to extend the contract or decide to rebid. If the contract is extended by the Board of Education a contract amendment will be issued.

**E. Quantities**

MCPS shall not be obligated to purchase any specific quantity. Annual estimated quantities identified on the specifications list are based upon anticipated projects, prior usage and are subject to change and are dependent upon current requirements of MCPS and on budgetary limitations. Orders will be placed from time to time throughout the contract term.

**F. 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. (SEE APPENDIX A)
2. Supplied herein for the bidder's information are the MCPS Emergency/Crisis Procedures, Shelter/Lockdown. It is the Contractor's responsibility to familiarize themselves and their representative(s) regarding the Shelter/Lockdown Procedures. These procedures are subject to change to meet MCPS requirements.
3. The Contractor shall have at the work site, a reasonable amount of materials that will allow them to quickly secure the work area and/or secure buildings as required for the type of work being performed.

**G. Brand Names**

1. Commodity descriptions that state "Only a specified brand will be considered" are brands that have been evaluated and tested for inclusion on this bid and are the only brands acceptable at this time. No substitutions will be accepted. Other brands will be evaluated

and tested for future projects by MCPS if materials are submitted at no cost to MCPS. Contact the Montgomery County Public Schools, Division of Procurement, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850, procurement@mcpsmd.org. Testing normally requires a minimum of 60 calendar days to complete; therefore, your samples/materials for testing may be approved for future bids if the evaluation is satisfactory. This process of evaluation is intended for larger types of equipment and/or components i.e. bleachers, elevators, lockers, flooring, roofing systems, and PA Systems.

2. The 60 workday, evaluation process is not intended for small system components where the term “or MCPS equal” is used herein. These items of a lesser dollar value such as electrical/plumbing components, switches, adhesions sealers etc., can quickly be evaluated by MCPS to determine if they are equal to the proto-type identified. Upon MCPS evaluation of the offered equal to item, it is determined that it is not equal to the proto-type, the successful bidder shall be required to provide the MCPS identified proto-type product.
3. The brand name, code or model number on each item being offered, even if bidding the specified brand shall be provided. If a brand and code or model number is not shown your bid may not be considered.

#### **H. Descriptive Literature**

The apparent low bidder may be required to furnish, **within two working days** after bid opening, sufficient detailed information regarding makes, models, design, etc., of the item(s) offered. The apparent low bidder is required to furnish the literature properly bound and labeled, showing full instructions and detailed specifications. The literature and specifications are to be arranged and labeled in numerical sequence according to item and attached on separate pages of a brochure. Failure to submit marked descriptive literature may result in disqualification. Bidder shall show the manufacturer's code and catalog numbers of the item(s) offered. The cover of the brochure shall contain:

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

#### **I. Warranty/Repairs/Services**

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

**J. Deviations**

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

**K. eMaryland Marketplace Advantage**

Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace Advantage. Registration with eMaryland Marketplace is free. It is recommended that any interested supplier register at <https://procurement.maryland.gov/>, regardless of the award outcome for this project as it is a valuable resource for upcoming bid notifications for municipalities throughout Maryland.

**L. Submission of Bids**

## 1. Bid Documents

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

## 2. Quotation Form

- a. Quotations are to be entered on the Quotation Form, Items Specifications and the excel spreadsheet under **APPENDIX C. Faxed quotations are not acceptable. SEALED BID ONLY.**
- b. Bidder must submit a separate price for each item listed. Submission of one price for all the items without indicating a price per item shall be considered non-responsive and will invalidate the bid. If there is a discrepancy between the unit cost and total cost, the unit cost shall prevail. Prices offered shall be valid for acceptance during a period of no less than 90 days from date of bid opening.

## 3. Addenda/Errata

Changes and addenda to a solicitation may occur prior to the bid opening date and time. It is the bidder's responsibility to check the MCPS website under event calendar <http://www.montgomeryschoolsmd.org/departments/procurement/> or contact the Division of Procurement by email to [Laly A Bowers@mcpsmd.org](mailto:Laly_A_Bowers@mcpsmd.org) and [Procurement@mcpsmd.org](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.

## 4. Statement of Experience

The Contractor shall have an existing State of Maryland Business License and have a

minimum of five years of experience and have been in business for a minimum of five years. A Copy of The Certified Water Technologist must be submitted with bid package.

5. Minority Business Enterprise in Public Schools

Minority business enterprises are encouraged to respond to this invitation.

**M. Multi-Agency Participation**

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

The supplier/contractor agrees to notify the issuing agency of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies. Each participating jurisdiction or agency shall enter into its own contract with the Award Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award Bidder. MCPS assumes no authority, liability, or obligation on behalf of any other public or non-public entity that may use any contract resulting from this bid MCPS pricing is based on the specifications provided in this solicitation.

**N. References**

Bidders shall provide three references with their bid submission. The references shall have company name, contact person, address and phone number of three current customers for which a contract for similar size and type of project has been provided. If the reference information is not accurate and MCPS cannot contact the person(s) named then your bid will not be considered.

MCPS may request additional references. ***Failure to supply as specified will disqualify your bid response.*** Note: ALL BIDDERS must provide references, other than MCPS including bidders currently engaged in business with MCPS.

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

**O. Special Conditions**

1. Audit Provisions – MCPS shall have the right to examine the successful bidder records pertaining to work performed under the contract to determine and verify their compliance with all contractual conditions. MCPS shall be granted access to such records at all reasonable times during the contract period and for three years thereafter.
2. Contingent Fee – The successful bidder(s) hereby represents that they have not retained anyone to solicit or secure this contract from MCPS upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for bona fide employees or bona fide established commercial selling agencies maintained by the person so representing for the purpose of securing business, or any attorney rendering professional legal services consistent with applicable canons of ethics.
3. Assignments – Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the successful bidder except as expressly authorized in writing by MCPS and no contract shall be made by the successful bidder with any other party for furnishing any of the work or services herein contracted for without the written approval of MCPS.
4. Disputes – Any dispute concerning a question of fact arising under this contract shall be disposed of by written agreement between the Contractor and the MCPS Contracting Officer. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the contract performance.

**P. Provision for Price Adjustment**

Price increases will not be considered for the first 180 days of the contract. Thereafter, the supplier shall submit a written request for price relief as follows:

For Services

Price increases will not be considered for the first six months of the contract. Thereafter the successful bidder must submit a written request for price relief. Adjustments will be based upon

the Consumer Price Index (CPI), specifically, the All Consumer Index, published by the U.S. Department of Labor, Bureau of Labor Statistics, for the Washington D.C., Metropolitan Area and shall not exceed seventy-five percent (75%) of the percentage change of January 1 CPI's, rounded to the nearest tenth of a percentage.

For supplies and equipment

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 after the contract award. The supplier shall notify the director of the Division of Procurement of any announced manufacturer's price reductions and give immediate benefit to MCPS in a proportionate amount.

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 issued and submitted to the supplier prior to a request for a price increase shall be honored at the original contract price, (No exceptions) if the request is approved, a contract amendment will be issued.

MCPS reserves the right to accept or reject the request as may be determined to be in the best interest of MCPS. If the price increase is accepted, a contract amendment will be issued. Any services requested prior to a request for a price increase shall be honored at the original contract price.

**Q. Additions/Deletions**

MCPS reserves the right to add similar items/services or delete items/services specified in the resultant contract as requirements change during the period of the contract. MCPS and the Contractor will mutually agree to prices for items to be added to the contract. Contract Amendments will be issued for all additions or deletions.

**R. Award Criteria**

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

**S. Inquiries**

Inquiries regarding this solicitation must be submitted **in writing**, to Laly Bowers, Buyer II, Montgomery County Public Schools, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850, by email to [Laly\\_A\\_Bowers@mcpsmd.org](mailto:Laly_A_Bowers@mcpsmd.org) and [Procurement@mcpsmd.org](mailto:Procurement@mcpsmd.org) . Questions must be received no later than four business days prior to bid opening in order for the bidder to receive a reply prior to submitting its bid. The Board of Education will not be responsible for any oral or telephone 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 web site address is <http://www.montomergyschoolsmd.org/departments/procurement/vendors.aspx> for the MCPS

Division of Procurement.

Subsequent to the award if the Contractor finds any discrepancy or omission and has questions of MCPS's intent, prior to performing work, they shall notify the MCPS authorized representative (Project Coordinator) **in writing** via fax or email to resolve and receive clarification with copies to Laly Bowers, Buyer II, and the Director, Division of Maintenance and Operations (DMO) or its designee.

## II. CONTRACT ADMINISTRATION

### a. Pre-Construction meeting

1. MCPS reserves the right to convene a meeting with the apparent low bidder prior to awarding a contract. The purpose of this meeting is to afford all parties an opportunity to discuss any aspects of project and contract execution, which may be of concern for the successful and timely completion of the project.
2. 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 offeror.

### b. Post Bid Submissions

1. In addition to license required with the bid response, the apparent low bidder may be required to supply **within 48 hours** after MCPS requests, applicable business and contractor's licenses technician certification from manufacturer, master licenses for trades appropriate for work to be performed, and/or company financial statements, etc., as required to allow MCPS contractor evaluation. **Failure to supply a copy as specified may disqualify your bid proposal.**
2. Sub-Contractors
  - a. The successful bidder shall supply a complete list of all sub-contractors for evaluation by MCPS. This list must be submitted within two workdays after MCPS makes the request. **Failure to do so will be grounds for termination of your contract.** The Contractor shall be responsible for assuring that all proposed Sub-Contractors are in good standing with MCPS.
  - b. 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 shall supply a complete list of all sub-contractors and the cost of their work for evaluation by MCPS. This list must be submitted within two workdays after MCPS makes the request. **Failure to do so will be grounds for termination of 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 a minimum of three years, with experience performing the type of work they will be performing under this contract and possess appropriate licensing.

- c. 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, 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 workdays.
- d. 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 satisfactory perform the work in timely fashion are 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 an Award Notification letter has been issued to the successful bidder.

#### b. Additional Insurance

The Montgomery County Board of Education shall be named as an additional insured on all liability policies.

#### c. Policy Cancellation/Certificate Holder

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

#### c. **Sales Tax**

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

**d. Performance**

Contractor must be able to begin work within one week after notification of award of the project.

1. Project Managers must be fluent in English.
2. The contractor must provide to the MCPS Project Coordinator cellular telephone numbers of project managers to allow for day-to-day direct communications.
3. Work to be completed in a timely workmanlike manner; fumes, odors, materials and work procedures will be controlled to protect occupants and property from harm and damage.
4. Contractors and employees:
  - a. Contractors are required to have **all employees complete the fingerprinting and background check, so they can receive an MCPS Contractor badge.** MCPS Contractor's badges shall be worn while on-premises. **Contractor's employees/workers without an MCPS contractor badge may be denied entry; however, if entry is granted** contractors will be required to check in daily at the facility's main office to obtain a visitor badge. These badges must be returned to MCPS daily. All Contractors employees must wear a badge while on site.
  - b. Use of any form of tobacco products, alcohol, and/or illegal drugs are not permitted in MCPS buildings and on grounds.
  - c. Are not to routinely use facility equipment and buildings, i.e., telephone, lounges, toilet rooms, parking lots, etc. The MCPS Project Coordinator will designate such facilities authorized for contractor use.
5. All work shall be scheduled to the mutual satisfaction of the School Administration and the MCPS Project Coordinator to avoid conflicts with school activities.
6. Work area must be left clean and ready for use after the job is completed. The contractor must remove all debris generated by the work from the premises daily.
7. Upon completion of all work any areas damaged as a result of the work shall be restored to the condition as good as existed prior to damaging.
8. Installation must be performed in strict compliance with the latest local, state and federal regulations having authority. The Maryland Occupational Safety and Health Administration Hazard Communication Standards must be followed.
9. Failure to perform in accordance with MCPS specifications and industry standards may result in the contractor being removed from the approved vendor list to receive future Invitation for Bid for a period of two years.
10. Work area must be left clean and ready for use after work is completed. The contractor must remove all debris generate by the work from the premises daily, adhering to Montgomery County Executive Regulation No. 1-15 AM-Residential and Commercial

Recycling, COMCOR 48.00.03 Solid Waste and Recycling. The contractor shall keep track of all recyclable material such as metal, cardboard, commingle, yard waste, concrete, asphalt, and others. The contractor shall provide a monthly report to the MCPS recycling manager, Mr. John Meyer via email [John.MeyerIII@mcpsmd.org](mailto:John.MeyerIII@mcpsmd.org) that includes the weight, dates, and the facility to which the materials were taken to be recycle.

e. **Telephone Numbers**

All vendors shall provide a telephone number. Please indicate the name of the person to contact. Failure to provide no cost telephone service may result in a no award.

Representative Name	Office/Cell Phone Numbers	Email Address
<hr/>		
<hr/>		
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f. **Site Inspection**

The pre-qualified contractor(s) will be required to inspect the work sites, take measurements and develop proposals. The bidder must report to the main office to contact the MCPS 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 bidder is aware of the needs and conditions under which the work is to be accomplished including, but not limited to, all work required to satisfy any and all laws, codes, regulations, etc. that are applicable. After inspection, the bidder 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 bidder of the obligation to furnish all materials and labor necessary to fully carry out the provisions of the contract document.**

g. **Schedule**

1. **Completion dates shall be identified on each Contractor's proposal.** A purchase order issued and signed by the director of the Division of Procurement will be the Contractor's authorization to proceed with an approved proposal. All work is to be totally completed on or before the stated completion date identified and accepted on each proposal. This includes, but is not limited to, final inspections by MCPS staff, all cleaning tasks, punch-out work, etc. Project proposals shall be submitted to the Project coordinator within five workdays after requested. Late charges will be deducted for failure to meet any target dates without an MCPS approved extension. **(See "Late Charges for Failure to Complete on Time" under Contract Administration.)**

2. Normal Work Periods

Work may be performed on regular school days: **Monday through Friday, 6:00 A.M. through 5:59 P.M.** (MCPS building service personnel are normally on site during these hours).

3. The Contractor shall take into consideration that school activities will be taking place (summer school, special activities, etc.) while work for this contract is being performed. Therefore, no work performed by the Contractor shall disrupt normal school functions. Any traffic blockages, utility outages, etc., which may be required in the execution of the Contractor’s work shall be scheduled with the MCPS Project Coordinator. The Contractor shall anticipate these occurrences in their bids, and no changes in contract amount or completion date will be made for such occurrences.
  
4. The Contractor shall maintain an adequate labor force on the work site from the start of the project until the completion in order to satisfy the schedule. MCPS expects the work to proceed uninterrupted with regard to labor and material availability. The Contractor shall inventory materials as they are received from the manufacturer and not wait until work is under way to determine if inventory is sufficient.

**h. Changes in The Work**

1. Should it be desired to make alterations or changes at any time during the progress of the work or to add to or delete work, MCPS shall have the undisputed right to make such changes, additions, omissions, or alterations by written order. A MCPS CHANGE ORDER FORM under **APPENDIX B** must be completed and signed by both MCPS and Contractor’s authorized representative as identified on the form. All Change Order Forms, Proposals and other supporting documentation pertaining to additional work must be supplied to the MCPS Project Coordinator within one week from the time the Change Order need is identified. No cost changes to contract will be paid without a complete Change Order Form signed by both parties. ***Approved Change Orders do not automatically revise completion dates.*** It is the Contractors 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 a MCPS approved extension.** If additional work is performed without MCPS written authorization, the Contractor will be subject to reversing said work, or work and/or materials should remain 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 will be based on the monetary value of the work not to exceed the following rates:

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

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

3. The Contractor shall furnish supporting documentation with all Change Order Request credits and or/extras. At a minimum, change order request shall include a description of the work, detailed material lists, costs of materials (actual Contractor costs, not list prices), man-hours and rates. The same material costs, man-hours, rates, supervision, overhead, profit, shall be applied equally to a credit or an extra.
4. Change Orders – If there is a need for change orders, the MCPS authorized representative shall submit all documentation to the Director of the Division of Procurement or his/her designee for review and approval. Once approved a purchase order or a revision to the existing purchase order will be issued.

i. **Material Samples**

Materials to be used in the performance of this contract shall be new and 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 delivering and the Contractor shall supply sufficient information to allow evaluation. **All design changes shall be approved by MCPS before usage in MCPS facility.**

j. **Asbestos Information**

1. **Asbestos Free Materials**

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

- Acoustical ceiling tile,
- Adhesives
- Caulking
- Fire Rated Doors
- Fire Board
- Floor tile and sheet flooring,
- Folding Doors
- Gypsum Panels (Drywall)
  
- Insulation (All types; roof, HVAC, piping, wall, etc.)

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 MCPS Environmental Team Leader at 240-740-2324.

**k. Project Coordinator**

Upon Award, work will be coordinated through the MCPS Division of Maintenance and Operations. (DMO) Names and contact information will be provided as projects are assigned. All questions after the contract award shall be directed to the Project Coordinator.

All work to be performed in MCPS facilities will be arranged through the assigned Project Coordinator.

**l. Proposals & Estimates**

Proposals shall be submitted for each individual project based on the pricing submitted with your bid documents. Unit pricing is based on each facility and system type. Total price includes service and chemical treatment. Separate sheets for materials are provided in this bid. Each item is to provide price for material. Price for material includes labor and installation. Bidder will have five days to respond in writing to each individual project or otherwise requested by the Project Coordinator. All proposals shall have a breakdown per hour/service required in detail in accordance with the item specifications. 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.**

**m. Invoicing**

All invoices shall be submitted in duplicate and must be included with each delivery. The invoice shall contain the purchase order number and name of the authorized representative and depot receiving the supplies. **All invoices shall be numbered.** Email invoices to [dmofiscal@mcpsmd.org](mailto:dmofiscal@mcpsmd.org). To better serve you with fast payments, MCPS now offers Automated Clearing House (ACH) electronic payments and Single Use Accounts (SUA) payments. Payment inquiries of pending invoices after award and/or to obtain more information on ACH or SUA requirements email [accountspayable@mcpsmd.org](mailto:accountspayable@mcpsmd.org) (See Article XIII, Invoices of the General Stipulations and Instructions to Bidders).

**n. Termination for Default or for Convenience of MCPS**

The performance of work under the contract may be terminated by MCPS in whole or in part from time to time, whenever the Water and Indoor Air Quality Industrial Hygiene Services contractor(s) shall default in performance of this contract or fails to make progress in prosecution of the contract work or endangers such performance and shall fail to cure such default within a specified time after receipt of notification from MCPS of the action required.

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

**o. Submissions**

Contractors shall identify “Key Personnel,” assigned to this project. If during the term of this project any key staff assigned to this contract changes, it is the contractor responsibility to notify the Project Coordinator in writing and resume of new staff shall be submitted for review and approval.

The successful contractor(s) shall have a Certified Water Technologist assigned as project manager for MCPS projects.

Vendors shall submit pricing for tasks identified on the Quotation Form.

**p. MCPS Project Coordinator**

1. The Director of the Division of Maintenance and Operations (DMO) or his/her designee will represent MCPS in the execution of this contract. No changes in contract conditions or specifications will be made without the Director-DMO approval and authorization by the Director of the Division of Procurement or his/her designee.
2. After the award an MCPS Project Coordinator will be assigned to handle the day-to-day operation and installation coordination. Scheduling work on site after an award of contract must be made through the MCPS Project Coordinator.
3. The MCPS Project Coordinator is authorized to:
  - a. Serve as liaison between MCPS and the Contractor;
  - b. Give direction to the Contractor to ensure satisfactory and complete performance;
  - c. Monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;
  - d. Serve as records custodian for this contract;
  - e. Accept or reject the Contractor's performance;
  - f. Furnish timely written notice of the Contractor's performance failure supported by written documentation, to the Director-DMO or his designee; and copy to the Director, Division of Procurement or his/her designee;
  - g. Prepare required reports;
  - h. Approve or reject invoices for payment and submitted construction schedules;
  - i. Recommend contract modifications or terminations to the MCPS, Director- DMO or his/her designee, copy to the Director, Division of Procurement or his/her designee;
  - j. Issue notices to the Contractor to proceed with change orders to the project after receiving an approved revised purchase order issued by the Director, Division of Procurement or his/her designee (see Section H, 4 – Change Orders).

4. The MCPS Project Coordinator is **not** authorized to make any determination that alter, modify, terminate or cancel the contract, effect procurement, interpret ambiguities in the contract language, or waive MCPS contractual rights.

**q. Progress Meetings**

1. MCPS reserves the right to request a progress schedule and should convene regularly scheduled progress meetings. The Contractor prepared progress schedules shall be of sufficient detail to afford MCPS a means of verifying that work is proceeding in a timely fashion throughout construction to assure on-time completion.
2. When required by MCPS, scheduling of future progress meetings and requirements for submission of progress schedule updates will be determined at the initial contract meeting.

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

1. MCPS shall retain \$250.00 per each calendar day of delay beyond the completion date stipulated on the contract, for the first five days. MCPS shall retain \$500.00 for each calendar day thereafter. The late charges shall be assessed by MCPS as a result of the late completion. This shall apply if the Contractor fails to meet any specified target date as identified herein unless a written approval for extension has been granted by MCPS.
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 workforces and the workforces of their Sub-Contractors without additional cost to the contract price. The Contractor shall be responsible for all incidental costs in connection with such overtime work including, but not limited to, MCPS building service staff overtime required.
4. If work falls behind schedule, as determined by the MCPS Project Coordinator, the Contractor shall provide, at their own expense, additional labor and/or equipment, overtime pay, etc., as required to overcome delays including, but not limited to, MCPS building service staff overtime as required.
5. The MCPS-DMO Director or his/her designee will review any request 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 upon occurrence of conditions that, in the opinion of the Contractor requires such an extension, with reason clearly stated and detailed proof for each such delay.

The delay of MCPS issuing a purchase order does not automatically alter any completion dates. If in the Contractor's view the delay of a purchase order is having a negative effect on completion of the contract within the dates specified, they must notify MCPS in writing



immediately. Using the rationale that a purchase order was issued late, at the conclusion of the work will not be an acceptable reason for requesting a contract extension. No time extension will be allowed except by final written approval of the MCPS-DOM Director or his/her designee.

No requests for extension due to weather conditions will be considered unless accompanied by documentary evidence supplied by the NOAA'S National Weather Service showing, by comparison, that such weather suffered is abnormal to any of the past five years as recorded. **No request for extension will be considered by MCPS if received from the Contractor after the previously agreed completion date has passed. Late charges will be automatically deducted from monies owed.**

s. **Quality Assurance**

The installers shall perform all installations in accordance with manufacturer's procedures, MOSHA, NEC, NFPA, State of Maryland, Montgomery County Building Code requirements, Montgomery County Fire Marshal office and MCPS specifications herein. The successful Contractor shall have been in business and regularly engaged in the installation of emergency generating system similar to those specified herein for a minimum of five years. All trade work shall be performed by appropriately licensed trade persons. A copy of the Montgomery County licenses must be submitted to MCPS with bid submission. **Failure to provide the letter may disqualify the bid proposal.**

t. **Project Close-Out**

1. Prior to request for final payment, the Contractor shall notify the MCPS Project Coordinator **in writing** that the work is ready for punch-out inspections. All areas shall be clear of construction materials and debris.
2. During punch-out, the following shall be present:
  - a. Authorized representatives of MCPS
  - b. Contractor
3. The Contractor shall notify the MCPS Project Coordinator **in writing** for a final inspection once all related punch list items have been completed. All punch-out and final inspection shall be performed well in advance of the completion date to allow for corrections.
4. The Contractor shall provide written warranty statements indicating start and end of warranty dates to be signed by both the Contractor and MCPS.

u. Contractor ObligationContractor's Obligation Regarding Criminal Records of Individuals Assigned to Work in MCPS Facilities

Maryland law requires that ALL MCPS contracts must include the following provisions:

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

Maryland Law requires that any person who enters into a contract with a county board of education "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender. Under §11-722 of 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 \$5,000.00 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:

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

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

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

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

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

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

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

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

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

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

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

**III. DETAILED SPECIFICATIONS****a. Scope of Work for Water Treatment Services - General**

1. The pre-qualified contractor shall ensure that all required agency Chemical Water Treatment Services are managed and supervised by a Certified Water Technologist (CWT) as certified by the Association of Water Technologies (AWT) or a qualified Chemical Water Treatment Services Chemist.
2. The HVAC Water Treatment Program shall be designed by an AWT Certified Water Technologist (CWT) to meet the defined performance requirements.
3. The bidder shall be required to submit written documentation which includes a listing of service technicians responsible for the execution of job-site water treatment activities.
4. The contractor must have field staff that has been fingerprinted and passed MCPS background checks before visiting school sites.
5. The vendor will provide all labor and parts for water treatment services, including sampling and analysis.
6. As a performance goal, the contractor will chemically test and visually inspect water treatment systems associated with closed loops and cooling tower loops to maintain systems within specified ranges and water treatment equipment operating within parameters.
7. The contractor will conduct the following water analysis to ensure parameters are within acceptable ranges. The frequency of sampling/testing should be either monthly quarterly, or annually depending on the parameter(s).

**b. Water Analysis Specifications:****Closed Loops (Boilers/chillers):**

- a. Conductivity = 3500-4000 mm/cm maximum (glycol systems may vary)
- b. pH = 8-11 (dependent on inhibitor used, and system metallurgy)
- c. Inhibitor = Nitrite- 500-1200 ppm, Molybdenum 50 – 150 ppm (one or the other inhibitor may be used)
- d. Total Bacteria = < 1000 CFU (testing done when other indicators show a need)

**Open Loops (Cooling Towers):**

- a. Conductivity = 1000 – 1400 mm/cm (maintain conductivity at a level that provides 4-6 cycles of concentration)
- b. pH = 8-9
- c. Total hardness and Total alkalinity combined not to exceed 1200 ppm within the cooling tower system
- d. Inhibitor = 2-4 ppm Sodium Molybdate
- e. Total Bacteria < 10,000 CFU (testing done when other indicators show a need)

- f. Legionella = < 10 CFU (systems tested once per year, if found systems are sanitized)
- c. **Based on the water analysis results, the contractor will apply the necessary chemical treatment to all chilled/hot water and cooling tower condenser systems.**
  - a. The treatments supplied shall be those that are specifically designated for the water in each system. Product bulletins and safety data sheets on all products must be submitted with this bid.
  - b. The contractor is to provide all scale inhibitors, corrosion inhibitors, biocides and closed loop inhibitor chemicals for the boilers, cooling towers and closed loop; hot and chilled water systems in the buildings (213/221) listed in the attachment.
  - c. Each vendor shall furnish with its proposal, documentation sufficient to demonstrate that the service offered fully complies with the requirements of the specifications contained in this bid.
  - d. The contractor will meet all DOT regulations and industry best practices in terms of delivery and material handling of all chemicals and chemical containers.
  - e. As part of the site inspection, the contractor will:
    - 1. Review existing feed and/or control equipment in place, and repair/replace as needed.
    - 2. Identify any leaks and make the necessary repairs to ensure proper treatment levels.
    - 3. Calibrate, repair or replace automatic blowdown controller as needed.
    - 4. Operate manual blow down for debris and operation.
    - 5. Service equipment in the chemical feed loop system as needed.
    - 6. Check cooling towers for biological growth monthly and treat as necessary; Inspect towers for overflow conditions and repair and/or adjust the tower float valve as needed.
  - f. The contractor will provide parts and repair services for the existing water treatment chemical feeder pumps and automatic blowdown equipment.
  - g. The contractor will utilize a web-based automated service reporting/communication tool (or email) to ensure effective and efficient communication with MCPS. A monthly report of activities and updates will be sent to the designated DMO representative (s).
  - h. As part of the communication, the contractor will provide DMO with a schedule of school visits prior to performing water treatment activities.
  - i. The project schedule will include procedures for the sampling, analysis, treatment/application and maintenance.
  - j. Any additional work not identified in the routine PM services will be submitted as a separate proposal with labor and material breakdown.

**CHECK OFF LIST FOR MANDATORY SUBMISSIONS**

- \_\_\_\_\_ **Signed Invitation for Bid, including Non-Debarment Acknowledgement**
- \_\_\_\_\_ **Quotation Form, Excel Spreadsheet and Item Specifications (APPENDIX C)**
- \_\_\_\_\_ **Addendum(s) and Erratum(s) (If any, contractor is responsible to confirm)**
- \_\_\_\_\_ **Maryland; Business License**
- \_\_\_\_\_ **Certified Water Technician Certification**
- \_\_\_\_\_ **Letter of Experience and years in Business as specified**
- \_\_\_\_\_ **References**

**APPENDIX A**

***MCPS EMERGENCY/CRISIS PROCEDURES SHELTER/LOCKDOWN***



### ***Lockdown***

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

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

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

#### ***Lockdown Alert–Staff Guidance***

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

### ***Evacuate***

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

#### ***Fire Evacuation***

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

#### ***Directed Evacuation***

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

### ***Shelter***

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

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

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

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

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

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

In these situations, class bells should be turned off and students/staff should remain in their classrooms until directed otherwise by the administrator/designee.

- Do not ignore the fire alarm system.

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

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

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

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

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

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

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

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

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

#### ***Firearms***

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

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

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

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

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

- Inform the 911 operator of “call trace” activation.

**Bomb Threat Sweep/Scan**

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

**Hazardous Material Spills**

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

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

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

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

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

*If a medium or large hazardous chemical/material spills occurs **immediately outside** your school building—* administrator/designee should call 911 and OSP immediately with detailed information.

- Shut windows and doors and turn off ventilation systems.
- Notify building security and building services staff.
- Turn class-change bells off, if appropriate.
- Follow instructions from fire and rescue services personnel.
- Activate the Outside Hazardous Material Release alert, if appropriate.



## **APPENDIX C**

**QUOTATION FORM - One page**  
**SCHOOLS LIST - 17 pages**  
**ITEM SPECIFICATIONS - Nine pages**