

**Division of Financial Management
Department of Procurement
MONTGOMERY COUNTY PUBLIC SCHOOLS
45 West Gude Drive, Suite 3100
Rockville, Maryland**

**INVITATION FOR BID # 9679.5
PORTABLE FIRE EXTINGUISHER AND KITCHEN HOOD
FIRE SUPPRESSION SYSTEM INSPECTION, TESTING REPAIRS AND SERVICES**

GENERAL CONDITIONS AND SPECIFICATIONS

I. GENERAL CONDITIONS

A. SCOPE

The specifications contained herein are intended to accomplish all mandated annual Portable Fire Extinguishers and bi-annual Kitchen Hood Fire Suppression Systems inspections, testing and service in compliance with National Fire Protection Association (NFPA), Montgomery County Fire Code Requirements and Montgomery County Public Schools (MCPS) specifications for various types and brands of systems and equipment such as, UL300 Kitchen Suppression Systems, and Portable Fire Extinguishers, as listed herein. The Contractor shall also provide repairs/service technicians to supplement the MCPS maintenance personnel in performing repairs/services on an “as need basis throughout the term of this contract”. The inspections, testing and servicing of Portable Fire Extinguishers and Kitchen Hood Fire Suppression Systems shall be performed at all MCPS facilities listed under **APPENDIX E Fire Extinguisher, and APPENDIX F Kitchen Suppression Systems**.

B. INTENT

1. It is the intention of these specifications to secure all inclusive unit prices to fully cover all required materials and labor for the scope of work as identified above.
2. The Contractor shall provide service technician(s) to service and repair Portable Fire Extinguisher and Kitchen Hood Suppression System throughout the term of this contract as required by MCPS. The annual PFE service/inspections shall be performed between the months of April and August. PFE annual service/inspections shall be completed by August 20th each year.
3. **Bid prices offered shall be all inclusive, including but not limited to labor, equipment and miscellaneous materials, to satisfy all specification requirements. All costs shall be included in the bid prices submitted.** All work shall be performed in accordance with the latest applicable laws, codes and regulations of the various regulatory bodies of the State of Maryland, Federal/Local Governments, with special attention to Montgomery County Fire Code, NFPA, and all other boards or departments having jurisdiction. These laws, regulations, and standards will further be considered a part of these specifications and conditions. The Contractor shall furnish and install any additional items required by the same, whether or not particularly shown or specified.

Successful Contractor(s) shall provide MCPS with asbestos free verification form as applicable and required herein. See General Conditions Section M and APPENDIX D.

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 unit prices with consideration being given to any previous performance for the Board of Education as to quality of service, acceptable merchandise, and with regard to the bidder's ability to perform should it be awarded the contract. Depending on bidder's responses and their ability to perform at a capacity level to meet the code/law requirements, and taking prices offered into consideration, MCPS will elect to award either to a single bidder or multiple bidders whichever is in the best interest of MCPS. If award is to multiple bidders, one Contractor will be awarded the Portable Fire Extinguisher and one will be awarded the Kitchen Hood Fire Suppression System. 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. PRE-BID SITE INSPECTION

1. The bidders are encouraged to make site inspections of as many MCPS facilities as they deem necessary, to familiarize themselves with the facilities, to verify equipment inventory and/or to review existing conditions. A list of available inventory information is included in the **APPENDIX E and APPENDIX F** herein.
2. The bidder shall carefully review specifications before submitting their bid. Should any errors, discrepancies, or omissions be found in these specifications, the bidder shall notify MCPS in writing immediately. When the bid has been submitted and received, it shall be understood 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 and equipment required to satisfy any and all laws, codes, regulations, etc., that are applicable. The bidder shall submit a **written report** to Mrs. Laly Bowers, Senior Buyer, CPPB, Department of Procurement, upon identifying any condition, by email Laly.A.Bowers@mcpsmd.org, which might prevent performance of the work in the manner intended no later than four working days prior to the bid opening. **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 documents.**

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 Procurement, and the issuance of facility and schedule assignments by the MCPS Project Coordinator.

2. Annual/Bi-annual Inspection Schedule

- a. All Portable Fire Extinguisher inspections and required services can be scheduled during the regular work day **Monday to Friday, 6:00 AM to 4:00 PM**. These annual inspections/servicing shall be coordinated and completed during the period of **April through August**. All Portable Fire Extinguisher inspections shall be completed by **August 20th each year** before students and staff return to school for the start of the new school year. In the event of an agreed contract extension for future years, this time period for inspection/testing cycle will be repeated.
- b. All Kitchen Suppression Systems shall be inspected biannually. **The first of the two biannual inspections shall be performed between May and July each year, and the second biannual inspections shall be performed six (6) months after completion of first round of bi-annual inspections. Inspections shall not be performed while schools are in session. Inspections shall be performed either before or after the regular school day hours. The bidder shall include any premium labor rates necessary in their prices offered.** It shall be the Contractor's responsibility to ensure the follow up six months inspections are performed and the Contractor shall notify the MCPS Project Coordinator and provide them with the schedule for each inspection. **The bidder shall contact each facility to notify and to schedule the inspections before performing inspections.**
- c. The contractor shall perform all annual/biannual Kitchen Hood Fire Suppression System and Portable Fire Extinguisher inspection/testing in the time frame specified above or late charges will be assessed as specified herein under **Contract Administration Section F. Late Charges for Failure to Complete on Time.**

3. Repairs/Service

- a. The Contractor must be able to respond to calls for equipment repairs and service requests within two hours for emergencies and within 24 hours for non-emergencies, after receiving a call from the MCPS Project Coordinator or authorized MCPS representative. A list of MCPS authorized representatives will be provided to the successful Contractor(s).
- b. MCPS shall pay two hours at the Fire Suppression System Technician Rate for each service call for this type of work, not including travel time. **Travel time will not be paid by MCPS. Any call which requires more than two hours must be approved by MCPS Project Coordinator or authorized representative.**

F. CONTRACT TERM

The term of contract shall be for one year as stipulated on the Invitation for Bid. However, the contract may not begin until one day after approval by the 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, one-year additional terms. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful bidders(s) 90 days prior to the expiration of the original contract. The bidder shall have ten days from date of notification to return the notice acknowledging its intent to accept or reject the extension. Once all responses are evaluated, MCPS staff may make a recommendation to the Board of Education to extend the contract or decide to rebid. If the contract is extended by the Board of Education, a contract amendment will be issued; however, no purchase order will be issued until extended performance/payment and material bonds have been received by MCPS.

G. PROVISION FOR PRICE ADJUSTMENT

1. Unit prices quoted herein are subject to price adjustment downward in accordance with decreases in prices announced by the manufacturer of the subject item anytime after the bid opening date. Recommendations for awards, however, shall be made based on the original bid submission only.
2. Subsequent to award, the unit prices quoted herein are 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 Procurement of any announced manufacturer's price reductions and give immediate benefit to MCPS in a proportionate amount.
3. Price increases will not be considered for the first year of the contract. Thereafter, if the contract is extended, the contractor must submit a written request for price relief. The request for a price increase shall include documentation 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. If the request for a price increase is accepted, a contract amendment will be issued. Any orders received prior to a request for a price increase shall be honored at the original contract price.

H. 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 A** 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.

I. WARRANTY

1. All workmanship and materials shall be warranted for one year from the time final payment is approved by MCPS. Final payment will be made once inspection, testing and/or repairs/services are complete and all report documentation, etc., are submitted, and all tasks are accepted by MCPS as being 100% complete. 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 re-inspections, re-testing due to missing reports, omissions, etc., and the replacements of defective materials plus 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.

J. MATERIALS

1. Materials to be used in the performance of this contract shall be new and be the manufacturer's latest design improvements and materials current at the time of shipment. The MCPS Project Coordinator shall be notified of any design changes prior to delivery and the Contractor shall supply sufficient information to allow evaluation.
2. All parts shall be furnished at the Contractor's actual cost plus percentage mark as listed on the change order section herein. The Contractor shall be required to provide appropriate documentation of its cost with their proposal.
3. MCPS may elect to supply parts, therefore, the Contractor shall check with the MCPS Project Coordinator before providing the required parts.

K. 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.

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. There are three (3) parts of the Quotation Form; **APPENDIX E, F and G.** Responses are to be entered on the Quotation Forms supplied. **Faxed quotations are not acceptable. SEALED BIDS ONLY.**

- b. **Bidder must submit a separate price for each item listed on all three (3) sections on the Quotation Forms. Submission of one price for all the items without indicating a price per item shall be considered non-responsive and will invalidate the bid.** If there is any discrepancy between the unit cost and total cost, the unit cost shall prevail. This solicitation shall be valid for acceptance during a

period of no less than 90 days from date of opening. Once the contract is approved, terms and conditions of the solicitation shall prevail throughout the contract period.

- c. Bidder shall supply all required information in the space provided. **DO NOT ALTER THE QUOTATION FORM IN ANYWAY!** Provide one price per line item. Submission of combined pricing will be considered non-responsive and invalidate your total bid offer. Failure to comply with any of the above will be considered non-responsive and disqualify your bid.
- d. **RATES:** Regular rate cost will represent work performed Monday through Friday, 6:00 AM until 6:00 PM. Overtime rate will represent work performed Monday through Friday 6:01 PM until 5:59 AM, including weekends and all MCPS Holidays.

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 or contact the Department of Procurement by email to [Laly A Bowers@mcpsmd.org](mailto:Laly_A_Bowers@mcpsmd.org) to confirm that they have all addenda/errata. Our website address is <http://www.mcps.md.us/departments/procurement/>. Failure to acknowledge errata/addenda on the form may result in a bid being deemed non-responsive and consequently rejected.

4. License/Certifications

Bidder(s) responses shall include the following items: **Failure to submit required licenses/certifications with bid may result in response being deemed non-responsive and consequently rejected:**

Note: Bidders shall submit subcontractors' licenses with the bid offer for any service that will be performed by sub-contractor.

a. State of Maryland License

General Requirement: The contractor shall possess a current "State of Maryland" Construction Business License or a Maryland Home Improvement Commission License. These are considered "TAX LIABILITY" Licenses and do not authorize a contractor to perform any trade specific work in the State of Maryland without the appropriate trade licenses as required. **NOTE: All out of state bidders must provide an out of state Maryland Construction Business or Home Improvement License.**

- b. **Construction Business License:** This type of business license is issued through the County or Baltimore City, or the Clerk of the Circuit Court in which your business is located within the State of Maryland. Contact the State License Bureau <http://www.marylandtaxes.com/> or at 410-260-6240 for additional information as required.

- c. **Manufacturer certification for Kitchen Hood Fire Suppression System.**
 - d. **Montgomery County Permit to Inspect Portable Fire Extinguishers**
 - e. **All licenses required by jurisdiction having authority.**
6. **List of full-time personnel who will be assigned to this contract** are required upon award notification.

For each individual listed, provide resume to include level of experience, i.e., technicians and helpers' certification or license. The awarded Bidder(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. **Note: Must be provided by the awarded contractor.**

7. **STATEMENT OF EXPERIENCE**

The Contractor shall be experienced in inspecting; testing and servicing all brands of system/equipment listed herein and shall have been in business for, and shall have a minimum of five years' experience. **Bidder must provide a letter stating the number of years in business and experience in the principle trade work. See Contract Administration, Section I. QUALITY ASSURANCE.**

8. **REFERENCES**

See **General Conditions, Section O. REFERENCES**

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

All MCPS contracts must include the following provisions:

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

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

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

1. A sexual offense in the third or fourth degree under § 3-307 or § 3-308 of the Criminal Law Article of the Maryland Code or an offense under the laws of

another state that would constitute an offense under § 3–307 or § 3–308 of the Criminal Law Article if committed in Maryland;

2. Child sexual abuse under § 3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under § 3-602 of the Criminal Law Article if committed in Maryland; or
3. A crime of violence as defined in § 14–101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of § 14–101 of the Criminal Law Article if committed in Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under § 3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.
4. Each contractor is required to submit, following award of a contract, documentation confirming that its direct employees and those of any subcontractors and/or independent contractors assigned to perform work in a MCPS school facility under the contract meet this obligation. Additionally, the contractor must confirm that it continues to meet this obligation on an annual basis and/or when there are changes in the work-force that the contractor and/or its subcontractors use to perform the work required by the contract. Violation of this provision is a material breach of contract for which MCPS may take appropriate action up to and including termination of the contract.

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

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

Fingerprinting for the criminal background check may be performed by the MCPS Office of Human Resources and Development, 45 W. Gude Drive, Rockville, MD 20850, or through another service approved by MCPS.

Individuals fingerprinted by MCPS will be required to provide written consent, and MCPS will maintain copies of all records for criminal background checks performed by MCPS. If the contractor uses another service approved by MCPS, the results of the criminal background check must be provided to MCPS for record keeping. A list of MCPS approved fingerprinting agencies can be found on the Procurement Unit website at <http://www.montgomeryschoolsmd.org/departments/procurement>.

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

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

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

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

M. GENERAL ASBESTOS INFORMATION

1. Asbestos Free Materials

NO MATERIALS PROVIDED SHALL CONTAIN ASBESTOS!!!! All Contractors providing and/or installing any of the building materials listed below shall secure laboratory analysis confirming that materials contain NO ASBESTOS. The cost for testing shall be

included in the bid prices offered. After the initial testing has been performed additional annual testing will be required thereafter or immediately upon any change in materials or manufacturers.

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

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

The Contractor shall provide required laboratory analysis report(s) and a completed “Asbestos Free Material Verification Form” herein (see **APPENDIX D**) **within 10 working days** after receipt of the “Pre-Award Notification” letter for each listed product required in the execution of the scope of work.

2. **Existing Asbestos Materials**

MCPS shall be responsible for all asbestos abatement tasks as may be required regarding existing materials on site. Any questions concerning asbestos materials shall be directed to the, Environmental Health Specialist at 240-740-2331.

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 may not be considered. MCPS may request additional references. **Note: ALL BIDDERS must provide references including bidders currently engaged in business with MCPS.**

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

O. 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(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 there under shall be assigned or transferred by the successful bidder(s) except as expressly authorized in writing by MCPS and no contract shall be made by the successful bidder(s) with any other party for furnishing any of the work or services herein contracted for without the written approval of MCPS.
4. Disputes – Any dispute concerning a question of fact arising under this contract shall be disposed of by written agreement between the Contractor and the Contracting Officer. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the contract performance.

P. Award Criteria

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

Q. EMARYLAND MARKETPLACE ADVANTAGE (EMMA) REGISTRATION

Maryland law requires local and state agencies to post solicitations on eMarylandMarketplace Advantage. Registration 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 of upcoming bid notifications for municipalities throughout Maryland.

R. INQUIRIES

Inquiries must be submitted **in writing**, to Mrs. Laly Bowers, Senior Buyer, Montgomery County Public Schools, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850 via email to Laly_A_Bowers@mcpsmd.org. Questions must be received no later than four (4) business days prior to bid opening in order for the bidder to receive a reply prior to submitting its bid. MCPS 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 Department of Procurement website address is <http://www.mcps.k12.md.us/departments/procurement/>

Subsequent to the award if the bidder finds any discrepancy or omission and has questions of MCPS's intent, prior to performing work, they shall notify the MCPS project coordinator and the Director of the Department of Procurement or his/her designee in **writing** to resolve and receive clarification.

II. CONTRACT ADMINISTRATION**A. CONTRACT SECURITY** Applies to individual projects over \$100,000 funded by the State)

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

Performance and Payment Bonds – Bonds are required for contracts in excess of \$100,000.00. The bidder shall provide bonds up to the amount of **\$100,000.00** or total cost of contract whichever is less.

If bond(s) are to be used for contract security, the cost of the bond(s) shall be borne by the Contractor. **Note: Failure to supply the Contract Securities as specified will be considered a non-responsive bid offer.**

B. POST BID SUBMISSIONS

1. The Contractor may be required to supply **within 48 hours** after MCPS requests, applicable business and Contractors licenses, master licenses for trades appropriate for work to be performed, and/or company financial statements, etc., as required. **Failure to supply a copy as specified may disqualify your bid proposal.**
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. The apparent low bidder 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 three years 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. **Minority Business Enterprise (MBE) in Public Schools**

- a) Certified Minority Business Enterprises are highly encouraged to respond to this Solicitation.

4. **Submit Evidence of Insurance**

a. **Insurance**

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

b. **Additional insurance**

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

c. **Policy Cancellation/Certificate Holder**

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

5. **Invoicing**

- a. Bidder shall submit invoices, preferred electronically to project coordinator in the office of Facilities Maintenance. Preferred electronically via email or regular mail to Montgomery County Public Schools for payment approval. **All invoices shall identify pertinent information such as purchase order number, facility/building name and address where work was performed.** The MCPS project coordinator shall submit invoices and receiving reports to the Department of Controller to process payments at accountspayable@mcpsmd.org in a timely fashion.
- b. MCPS is not obligated to make any partial payments. However, partial payments may be considered based upon the Contractor's justification of expenditures and satisfactory work performed up to 75% of the total cost. The remaining balance will be paid upon MCPS' acceptance of the work as being 100% complete and in

compliance with specifications. MCPS will refrain from making any partial payments if, in MCPS' opinion, the work falls behind schedule. MCPS may resume making partial payments once all delays have been overcome and the work is back on schedule. Final payment shall be made after the work is complete in all detail and as specified and accepted by the MCPS Project Coordinator. MCPS will not pay for travel time (portal to portal). No other charges will be approved, i.e., truck, tool, gas, etc.

- c. Partial payment invoices shall be accompanied by a schedule of values allocated to various portions of the work (similar to AIA Documents G702 & G703). This schedule, unless objected to by the MCPS Project Coordinator, shall be used as a basis for reviewing the Contractor's application for partial payment.

6. **Permits and Inspections**

The Contractor shall obtain all required permits, including electrical and plumbing permits, pay all fees, and certify that other required permits have been obtained prior to commencing work. This includes, but is not limited to, the Contractor securing permits on behalf of MCPS and scheduling of inspections as required by Federal, State and County authorities and Maryland Department of the Environment permits. 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. The Contractor shall provide all drawing documentation, etc. as required to secure permits.

Contractor is responsible for determining the permitting jurisdiction that has authority and what permits are required such as Montgomery County Government, City of Rockville, City of Gaithersburg, Town of Poolesville, etc.

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**

1. The Contractor shall have on all job site at least one person fluent in English and one person who has an MCPS badge at all time.
2. The Contractor must provide to the MCPS Project Coordinator cellular telephone numbers and Email addresses of project managers to allow for day-to-day direct communications.
3. Work to be completed in a timely workmanlike manner; fumes, odors, materials and work procedures will be controlled to protect occupants and property from harm and damage. Contractor shall protect all existing floors, including floors where material is stored or being transported with Ram Board 375" thick or MCPS approved equal.

4. The Contractor shall furnish the services of an experienced technician and helper, as necessary for repair/service.
 - a. The Contractor shall not send more than two people; one technician and one helper on a job for service and repairs, unless they have received prior authorization from MCPS.
 - b. 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.
 - c. After the contract has been awarded, any employee assignment changes must be approved 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. Failure to sign in may result in MCPS withholding payment for the service provided.
 - 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 ready for use after the installation. The Contractor must remove all debris generated by the work from the premises daily adhering to **Montgomery County Solid Waste and Recycling regulation NO. 15-04AM, COMCOR 48.00.03**. The Contractor shall track all recyclable materials such as metal, concrete, asphalt, cardboard, etc. and provide to MCPS recyclable amounts by weight.
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 vendor list to receive future Invitations for Bid for a period of two years.**

E. 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. 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 contracts will be paid without a completed Change Order Form. Approved Change orders do not automatically revise completion dates. It is the Contractor's responsibility to provide a written request for extension, as they deem necessary, with an explanation of justification. Using 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 shall be subject to reversing said work, or work and materials should 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** will be based on the monetary value of the work not to exceed the following rates:

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

This schedule applies to work done by the prime Contractor or by a Sub-Contractor(s). The prime Contractor shall be allowed not more than 8% of the Sub-Contractor's all-inclusive cost for combined supervision, overhead, bonds, fringe benefits, union fees 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, cost 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.

F. LATE CHARGES FOR FAILURE TO COMPLETE ON TIME

1. MCPS shall retain \$500.00 per calendar day for delay in completion of all inspections and related mandated services, both annual and biannual tasks. The late charges shall be assessed by MCPS as a result of not completing all annual inspections and services as scheduled. Late fees will also be accessed by MCPS as a result of not performing biannual

inspections and service within the six-month period after the initial annual inspection of the Kitchen Hood Fire Suppression Systems.

2. Failure to complete the work within the time specified will entitle MCPS to late charges. These charges will be deducted and retained out of any monies due to the Contractor under this contract for the sum stated in the above paragraph for each calendar day required to complete the work beyond the agreed upon and documented completion date. This includes Saturdays, Sundays, and legal Holidays.
3. If necessary to reach a proper stopping place in any portion of work or to complete work within contract time limit, the Contractor shall work overtime both their forces and the forces of their Sub-Contractors without additional cost to the contract price. The Contractor shall be responsible for all incidental costs in connection with such overtime work including, but not limited to, MCPS building service staff overtime required.
4. If work falls behind schedule, as determined by the MCPS Project Coordinator, the Contractor shall provide, at their own expense, additional labor and/or equipment, overtime pay, etc., as required to overcome delays including, but not limited to, MCPS building service staff overtime as required.
5. The MCPS Contract Officer will review requests for extension of completion time due to strikes, lack of materials, and/or any other condition, over which the Contractor has no control. Written application for extension shall be made immediately upon occurrence of conditions that, in the opinion of the Contractor requires such an extension, with reason clearly stated and detailed proof for each such delay. The delay of MCPS issuing a purchase order does not automatically alter any completion dates. If in the Contractor's view the delay of purchase order is having a negative effect on completion of the contract within the dates specified, they must notify MCPS in writing immediately. Using the rationale that a purchase order was issued late, at the conclusion of the work will not be an acceptable reason for requesting a contract extension. No time extension will be allowed except by final written approval of the MCPS Contract Officer. No requests for extension due to weather conditions will be considered unless accompanied by documentary evidence supplied by the Weather Bureau showing, by comparison, that such weather suffered is abnormal to any of the past five years as recorded by the Weather Bureau. **No request for extension will be considered by MCPS if received from the Contractor after the previously agreed completion date has passed. Late charges will be automatically deducted.**

G. CONTRACTOR'S OVERTIME PROCEDURE

If the Contractor chooses to work overtime for any reason other than the times specified herein, and secures MCPS approval to do so, the Contractor shall be responsible for any associated costs including MCPS Building Service staff, etc. Building Service staff overtime rate is \$35.00 per hour. All overtime work must be requested **in writing** to the MCPS Project Coordinator, at least 48 hours in advance. This will allow MCPS staff sufficient time to coordinate the required Building Service staff participation. The Overtime Reimbursement Agreement under **APPENDIX C** must be completed and signed by MCPS and the Contractor before work is to be performed. The request must identify the dates and times the Contractor proposes to work.

Without written request and Overtime Reimbursement Agreement, MCPS will not approve any overtime.

H. MCPS CONTRACT OFFICE SUPERVISOR/PROJECT COORDINATOR

1. The Director, Department of Facilities Maintenance or his/her designee will represent MCPS in the execution of this contract. No changes to the contract conditions or specifications will be made without the MCPS Facilities Maintenance designee and authorization by the director of the Department of Procurement.
2. After award the MCPS Project Coordinator will be assigned who will handle the day-to-day operation and coordination. Scheduling work on site after an award of contract must be made through the MCPS Project Coordinator.
3. The Project Coordinator is authorized to:
 - a. Serve as liaison between MCPS and the Contractor;
 - b. 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 Contract Officer, and the Department of Procurement;
 - g. Prepare required reports;
 - h. Approve or reject invoices for payment and submitted construction schedules;
 - i. Recommend contract modifications or terminations to the MCPS Contract Officer;
 - j. Issue notices to the Contractor to proceed with the project after receiving signed Change Orders as required.
4. The MCPS Project Coordinator is **NOT** authorized to make determination as opposed to recommendations that alter, modify, terminate or cancel the contract, affect procurement, interpret ambiguities in the contract language, or waive MCPS' contractual rights.

I. QUALITY ASSURANCE

The Contractor shall be experienced in inspecting; testing and servicing all brands of system/equipment listed herein and shall have been in business for, and have a minimum of five years of 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 statement of experience and certification must be included with their bid submission.**

III. DETAILED SPECIFICATIONS**A. INTENT**

The detailed specifications are intended to cover the various Kitchen Hood Fire Suppression Systems and Portable Fire Extinguisher inspections, testing and servicing as mandated by the various authorities having jurisdiction and the specifications herein. The bidder(s) will be required to satisfy any and all tasks necessary to comply with state/local codes/laws and shall anticipate all labor and materials required to satisfy the time frames mandated. It is MCPS' intention that the Contractor completes all inspections/testing, etc., during each scheduled visit, in order to minimize disruptions. Detailed reports will be required for all inspections/testing performed, with one copy of inspection report being placed in MCPS Life Safety Binder at the facility and one copy must be submitted to the MCPS Project Coordinator within three business days following the completion of the work.

B. CONTRACTOR QUALIFICATIONS

1. The Contractor shall be an authorized inspector with appropriate state and county licenses, **which shall be provided with their bid submittal, including all Sub-Contractor licenses/certificates.**
2. The Contractor shall provide appropriately trained technicians capable of repairing/servicing Kitchen Hood Fire Suppression Systems, Portable Fire Extinguishers, and any other components of the systems listed in the specifications herein. **The technician's resume must be provided to MCPS with bid submission.**
3. The Contractor(s) must be qualified to provide the inspection and testing of the life safety system/equipment as outlined in NFPA Section 25, 13,10,72, and 96.
4. The Contractor shall be engaged regularly in the testing, inspection, servicing, and repair of all kitchen hood suppression safety equipment/system manufactures specified herein. Technicians shall be factory trained and have a minimum of five years experience performing the type of work specified under this bid.
5. The Contractor shall perform all repairs/services as requested, in accordance with MCPS specifications herein and the manufacturer's procedures, and in compliance with all applicable codes/laws having jurisdiction.
6. **The Contractor must prove to MCPS satisfaction, that they have sufficient amount of full-time staff, enabling them to perform multiple inspections/testing and repair assignments simultaneously, and have the ability to respond to emergency and non-emergency calls 24 hours a day, seven days a week.**

C. REPAIRS

Separate unit prices for materials and labor shall be applied to routine and emergency repair services as requested by MCPS, which will be above and beyond the annual/biannual inspection prices offered. Repair work shall be based on the unit prices offered as specified in the contract and the MCPS Project Coordinator or their designated representative must authorize all repairs.

The Contractor shall bill only for the hours worked at the MCPS location, MCPS will not pay for any travel time.

1. The Contractor(s) shall be notified by the MCPS Project Coordinator or designated representative to make repairs as required. No repairs shall be made without prior MCPS authorization. **MCPS will not pay for any non-authorized repairs.**
2. The Contractor(s) shall provide and include in their bid prices, all necessary equipment, tools, and miscellaneous truck stock to complete any repairs.
3. **Materials:** The Contractor shall provide parts, which shall be invoiced at Change Order percentage mark-up listed herein under II CONTRACT ADMINISTRATION, Section E. CHANGES IN THE WORK. The Contractor shall be reimbursed for their documented material cost as invoiced by the supplier plus change order percentage mark-up. The Contractor must submit to the MCPS Project Coordinator, itemized invoices from their supplier with all invoices for payment.
4. **Sub-Contracting:** All approved sub-contractor repair work not covered under this bid will be compensated based on the direct cost of the sub-contractor, with a maximum of eight percent mark-up as identified in the CHANGE IN WORK, reference above.
5. Service Response Time:
 - a. The Contractor shall respond to all non-emergency request placed for repair **within 24 hours** from receipt of notification from the MCPS Project Coordinator or authorized representative. Non-emergency repairs/services requests will be completed in the time frame agreed to by the MCPS Project Coordinator and the Contractor, prior to making repairs. MCPS may request proposals for repairs, identify all cost, start and completion dates.
 - b. Emergency repair service shall be available **24 hours a day, seven days a week, including all MCPS holidays.** The Contractor shall respond to MCPS request with a qualified technician within **two hours** from receipt of notification from MCPS declaring an emergency situation. The Contractor shall stay focused and continue working on the emergency until the situation causing the emergency is repaired. Major labor requirements for emergency service repairs that exceed the two hours service repair time will require prior approval by the MCPS Project Coordinator or authorized designated representative.
6. **All parts needed to resolve emergency conditions shall be ordered/shipped/delivered by the fastest priority means available.**

D. SYSTEM FAILURE

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

E. **GENERAL SPECIFICATIONS FOR PORTABLE FIRE EXTINGUISHER INSPECTIONS/REPAIRS/SERVICES**

The Contractor shall inspect all Portable Fire Extinguishers annually in accordance with NFPA 10, Montgomery County, fire codes and MCPS specifications herein. See MCPS facility inventory listing under **APPENDIX E**. **It is the intent to have the Contractor respond to MCPS service calls for recharging, install new and relocating fire extinguishers as required by MCPS on an as needed basis.**

1. **Requirements/Performance:**

- a. The Contractor shall inspect/service all Portable Fire Extinguishers, not limited to, installing updated tags, six (6) year maintenance hydro test, tamper seals, safety pins, etc. **The contractor shall notify MCPS Project Manager whenever a Portable Fire Extinguishers are found with missing monthly inspections.**
- b. Per Montgomery County Fire Marshal (MCFM) agreement, Portable Fire Extinguisher are located in; science rooms, chemistry labs, home economic labs, television studios, wood shops, auto/auto body shops, head start classrooms, child development rooms, art rooms, kitchens, boiler rooms, and elevator machine rooms. No additional locations will be added without the permission of the MCPS Project Coordinator and MCFM.
- c. The Contractor is to remove CO2 extinguishers as hydrotesting becomes required and replace these units with the same size ABC Dry Chemical units. The exceptions to this will be in TV Studios and kitchens. In TV Studios, the Contractor shall continue to provide CO2 units. In kitchens **with** UL300 Hood Fire Suppression Systems, the Contractor shall provide K-Type units. In kitchens **without** UL300 Hood Suppression Systems, the Contractor shall provide CO2 units. All replacement units as required to replace CO2 units will be at additional cost and **not included in the inspection cost.**
- d. The Contractor shall replace portable fire extinguishers, which the Contractor has removed for servicing, utilizing floaters of the same type and size. **MCPS will provide the Contractor with a group of (20) five-pound Dry Chemical ABC Portable Extinguishers to be used as floater units. After specific facility units are removed and serviced, e.g., recharging, hydrotesting, etc., they shall be placed in the floater group for use in other locations. The Contractor shall be responsible for maintaining a group of floaters as required regardless of the number of units needed in the floater group, and to provide a sufficient number of units as needed to maintain charged units in all MCPS facilities. It will be the Contractor's responsibility to manage the inspections and servicing of extinguishers by having service performed on site or removing units and installing floater and this will dictate the number of floaters to be maintained in the floater group.** The cost for any additional floater units shall be the responsibility of the Contractor(s) and shall be included in the combined inspection/servicing cost.

- e. The Contractor shall respond to MCPS request to replace, install new or relocate portable fire extinguishers on an as needed basis, whether it was discharged, vandalized or is missing.
- f. The Contractor shall provide all required hydrotest maintenance as required.
- g. **All new Portable Fire Extinguishers provided for MCPS facilities must have a tamper resistant label that reads “Property of Montgomery County Public Schools”. Label type and size shall be pre-approved by the MCPS Project Coordinator.**

2. **MCPS approved Manufactures:**

The following manufacturers will be the only manufacturers accepted at this time.

- a. **Ansul**
- b. **Amerex**
- c. **Badger**
- d. **Kiddie**

3. **Fire Extinguisher Specifications:**

- a. Carbon Dioxide: Extinguisher shall be carbon dioxide portable standardized operation pull pin squeeze lever, rechargeable unit. Unit shall be U.S. Coast Guard approved and meet DOT requirements. 5-BC-General 5 RA Sheet shall be brazed brass or mild steel.
- b. **Dry Chemical:**
 - i. Extinguisher shall be pressurized dry chemical multipurpose (ABC) with metal head and pressure gauge. Unit must have a UL Rating and shall bear the following label:

“Underwriters Laboratories, Inc. Inspected Dry Chemical Extinguisher Class 2A10BC”
 - ii. Unit must be completely rechargeable, shell to be aluminum.
- c. **Wet Chemical:**
 - i. Approved Models:
 - a) **Ansul K01-2**
 - b) **AmerexB260**

- c) **Badger WC-100**
- d) **Kiddie KWC100**
 - ii. Units shall be 6 Liters
 - iii. UL Listed
 - iiii. Wall Mounted
 - iiiii. Five year Hydrotest
 - iiiii. Meet NFPA 10 requirement
- d. Fire Extinguisher Servicing/Recharging and Hydrotesting: The Contractor shall ensure that certified licensed personnel perform all servicing of portable fire extinguishers and that work is in compliance with adhering to all manufacturers' inspections, industry standards, NFPA 10, and state and county codes/laws.

F. GENERAL SPECIFICATIONS FOR KITCHEN HOOD FIRE SUPPRESSION SYSTEMS INSPECTIONS/TESTING REPAIRS AND SERVICE:

The Contractor shall inspect all kitchen hood fire suppression systems in MCPS facilities as required by NFPA 96, Montgomery County Fire codes, Manufacture and MCPS specifications herein. **See MCPS Facility and Fire Suppression System Listing under APPENDIX F herein.** The Contactor shall perform two inspections annually, six months apart. The first inspection shall be scheduled during the months of April through July. The second inspections shall be scheduled for six months after the first inspection. **No testing/inspections shall be scheduled or conducted during instructional hours at the schools.**

1. Requirements/Performance

- a. In addition to completing the required inspections and testing, the Contractor shall tag the system as required, file a copy of the inspection report(s) in the MCPS Fire Code Handbook, located in the main office of each facility and forward a copy of the report to the MCPS Project Coordinator. The report is to be mailed or email to the Project Coordinator within **three business days** after the inspection/testing has been completed. **No invoices for these services will be paid until all reports have been submitted and acceptable by the MCPS Project Coordinator.**
- b. The Contractor shall contact the MCPS Project Coordinator immediately if an emergency situation is found or develops during the inspection. The Contractor shall respond to emergency calls within **two hours** and **24 hours** for non-emergency calls. The service call cost shall be as awarded on quotation sheet. The MCPS Project Coordinator must approve all repairs not included in the cost of the inspection before the Contractor proceeds with the repairs.
- c. **Replacement of items required by NFPA annually, such as blow off caps, fusible links, etc., shall be included in the cost of the inspections.**

- d. The Contractor shall supply the MCPS Project Coordinator with a line-by-line written report of deficiencies found during inspection, as well as, proposals to make repairs or corrections. Hydrotesting at time of inspection when needed shall be performed as required at the unit cost provided on the quotation form.

APPENDIX A

MCPS EMERGENCY/CRISIS PROCEDURES SHELTER/LOCKDOWN

Emergency Preparedness Procedures

Key Points for Lockdown-Evacuate-Shelter (LES)

Lockdown

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

Persons authorized to call a Lockdown

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

Lockdown Alert – Staff Guidance

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

Evacuate

- There are two evacuation alerts, *Fire and Directed*.
- ***Fire Evacuation***
 - Activate Fire Evacuation Alarm
 - Students/staff/visitors leave the building by the nearest exit
 - Proceed to a point at least 50 feet from the building
 - Perform an accountability of the students/staff/visitors
- ***Directed Evacuation***
 - Will be used during possible High Level Bomb threats, an identified Suspicious Package or an Inside Hazardous Material Release
 - Notify 911 and OSP
 - Determine plan to direct everyone away from the known danger area
 - Announce via PA and portable radio
 - Students/staff/visitors must evacuate to a point at least 300 feet from the building

Shelter

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

Persons authorized to call a Shelter alert

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

Public Safety Shelter Alert- Staff Guidance

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

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

- Students/staff/visitors must report to identified weather safe areas inside the building.
- Portable classrooms are to be evacuated to the main building.
- Bring emergency kit/phone with Nextel phone and ensure the NOAA weather radio is continually monitored
- ***Outside Hazardous Material Release Shelter Alert*** is a term used to describe a specific shelter alert due to an outside air contamination emergency at or near the building. This could be the result of a suspected chemical, biological, or radiological incident; or a nearby hazardous materials spill.

Outside Hazardous Material Release Alert-Staff Guidance

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

Parent/Child Reunification

- All schools have plans in place to reunite students with their parents/guardians in the event of an emergency at a school. This process will ensure the safe and orderly reuniting of students and parents/guardians. Schools will ensure they use a three-step approach.
- Identify parents (using ID)
- Identify student location in the school or PCR location, sign out student
- Unite student and parent/guardian

Firearms

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

Bomb Threat Assessment

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

Bomb Threats Call Trace

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

Bomb Threat Sweep/Scan

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

Hazardous Material Spills

- These guidelines should be followed in the event of a chemical incident in which there is potential for a significant release of hazardous materials. Spill response procedures will vary depending on whether the spill is **small** (less than 18 inches in diameter), **medium** (exceeds 18 inches, but is less than 6 feet), or **large** (exceeds 6 feet in diameter, and any “running” spill that has not been stopped). If a potential biological agent threat or incident is present, follow MCPS Biological Agent Threats/Incidents guidelines.
- **General Spill Control Techniques:** Once a spill has occurred, the staff at the spill site must decide whether the spill is small enough to handle without outside assistance. Guidance should be obtained from science resource teachers or staff with a chemistry background. (i.e., in science labs, chemistry labs, automotive shop areas). *Only staff who are properly trained under OSHA Regulation 1910.120 should attempt to contain or clean up a small spill.*
- **Small Spill Evacuation:** Evacuate the immediate area and surrounding areas whenever the air is or could become untenable (i.e., experiencing difficulty breathing, watery eyes, upper respiratory congestion or tightness in chest, coughing, runny nose, etc.). Also evacuate the immediate area or building if material is emitting vapors or fumes.
- *If a medium or large hazardous chemical/material spill occurs **inside** your school building—*
 - An administrator/designee should call 911 and OSP immediately with detailed information (obtain the chemical MSDS, if available at time of spill incident).
 - Evacuate the building immediately using a **Directed Evacuation** to funnel students/staff away from danger area.
 - Notify building security and building services staff.
 - Secure the area around the spill area.
 - Follow instructions from fire and rescue services personnel.
- *If a medium or large hazardous chemical/material 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.

APPENDIX C

Montgomery County Public Schools
Department of Facilities Maintenance

OVERTIME REIMBURSEMENT AGREEMENT

Facility: _____

Contractor: _____

Description of work to be performed: _____

Date: _____ Hours Required: _____

Date: _____ Hours Required: _____

Date: _____ Hours Required: _____

Date: _____ Hours Required: _____

Date: _____ Hours Required: _____

Date: _____ Hours Required: _____

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

(MCPS Representative Approval) (Date)

(MCPS Consultant Approval) (Date)

(Authorized Contractor Representative Acceptance) (Date)

(MCPS Contract Officer Approval) (Date)

APPENDIX D

ASBESTOS FREE MATERIAL VERIFICATION FORM

MATERIAL TYPE: _____

MANUFACTURER: _____

MATERIAL MODEL; _____

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

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

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

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

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

Contractor

Contractor Representative

Invitation to Bid #

Date

APPENDIX G – CONTINUED

QUOTATION FORM (PART 3 OF 3)

COMPANY NAME: _____

Item #	Description	Brand/ Model	Annual Estimated Quantity	Unit	Unit Price	Total Cost
26	Total cost to inspect/test Kitchen Hood Fire Suppression Systems identified herein under APPENDIX F . Each unit shall have two (2) inspections annually. (Note: The cost offered shall be for one inspection. MCPS will issue a separate payment for the second biannual inspection at the unit cost offered)	N/A	As Listed Herein.	Unit	N/A	\$
27	Wet Systems, Hydro testing and Refilling 3 Gallons and Under (Price to include all parts, Material, labor, refill and recharge)		30	Each	\$	\$
28	Wet Systems, Hydro testing and Refilling Over 3 Gallons (Price to include all parts, Material, labor, refill and recharge)		10	Each	\$	\$
29	Wet Systems Refilling & Recharging (Including fusible links and glass break rod, and blow off caps as necessary) Note: Cartridges not included, this will be an additional cost identified herein.		10	Each	\$	\$

APPENDIX G – CONTINUED

QUOTATION FORM (PART 3 OF 3)

COMPANY NAME: _____

Item #	Description	Brand/ Model	Annual Estimated Quantity/ Usage	Unit	Unit Price	Total Cost
30	Cartridge - 10120		5	Each	\$	\$
31	Cartridge – 10130		5	Each	\$	\$
32	Cartridge – LT 20		5	Each	\$	\$
33	Cartridge – LT 30		5	Each	\$	\$
34	Double Tank Cartridge		5	Each	\$	\$
35	Cartridge – CO2		5	Each	\$	\$
36	Service call to Reset Kitchen Suppression System. (Do not include the cost of material used to reset system)		5	Each	\$	\$
37	Fire Suppression Extinguisher System Technician (Hourly rate for repairs during normal working hours)		10	Per Hour	\$	\$
38	Unit Cost to Inspect/Test UL 300 Suppression systems not listed. (Used for new or missed systems)	N/A	5	Each	\$	\$
39	Cost to Inspect/Test Guardian or Range Guard systems not listed. (Used for new or missed systems)	N/A	5	Each	\$	\$
40	<u>GRAND TOTAL COST (Lines 26 & 39)</u>	N/A	N/A	N/A	N/A	\$

APPENDIX G - CONTINUED

QUOTATION FORM (PART 3 OF 3)

COMPANY NAME: _____

LIST BELOW IN THE SPACE PROVIDED ALL TASK(S) THAT WILL BE SUB-CONTRACTED, SUCH AS PORTABLE FIRE EXTINGUISHER INSPECTIONS, HYDROTESTING AND SERVICING, ETC. THE FIRM SUBMITTING THIS BID OFFER WILL BE REQUIRED TO PERFORM ONE OF THE FOLLOWING TASK CATEGORIES; PORTABLE FIRE EXTINGUISHER, AND/OR KITCHEN HOOD FIRE SUPPRESSION SYSTEM INSPECTIONS, TESTING AND, SERVICE/ REPAIRS.

1) _____

2) _____

Submit separate document if additional space is needed.

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

YES _____ NO _____

- **HAS BIDDER SUPPLIED WITH THEIR BID, A LIST OF TECHNICAL STAFF, WHO WILL BE ASSIGNED TO THIS CONTRACT AND WILL PROVIDE COPIES OF THEIR RESUMES UPON REQUEST IF AWARDED**

YES _____ NO _____

- **HAS BIDDER INCLUDED WITH THEIR BID SUBMISSION A LETTER CERTIFYING THEY HAVE BEEN IN BUSINESS A MINIMUM OF FIVE YEARS, AND HAVE A MINIMUM OF FIVE YEARS EXPERIENCE PERFORMING THE TYPE OF WORK SPECIFIED HEREIN?**

YES _____ NO _____

- **HAS BIDDER READ THE BIDDING DOCUMENT IN DETAIL PRIOR TO SUBMITTING THEIR BID?**

YES _____ NO _____

APPENDIX G – CONTINUED

QUOTATION FORM (PART 3 OF 3)

COMPANY NAME: _____

- **DOES BIDDER ACKNOWLEDGE AND CLEARLY UNDERSTANDS THEIR RESPONSIBILITIES REGARDING THE MARYLAND LAW RELATING TO REGISTERED SEX OFFENDERS NOT WORKING IN SCHOOLS?**

YES _____ NO _____

- **ASBESTOS FREE MATERIALS: THE BIDDER HAS REVIEWED THE MATERIAL LABORATORY TESTING REQUIREMENTS FOR THE LIST OF MATERIAL SPECIFIED HEREIN TO CONFIRM THEY DO NOT CONTAIN ASBESTOS? SUCCESSFUL CONTRACTOR WILL BE REQUIRED TO SUBMIT THIS ASBESTOS FREE VERIFICATION FORM 10 DAYS AFTER PRE-AWARD NOTIFICATION.**

- YES _____ NO _____

CHECK OFF LIST FOR MANDATORY BID SUBMITTAL

Mandatory Submittals Check List:

- _____ **Signed Invitation for Bid**
- _____ **Quotation Form (Part 1, 2 & 3)**
- _____ **Addendums(s) and Erratum(s) (If any, contractor is responsible to confirm)**
- _____ **Licenses, Certifications and Permits**
- _____ **List of main Personnel that will be assigned to this contract**
- _____ **Statement of Experience**
- _____ **References**