

THE BOARD OF EDUCATION OF MONTGOMERY COUNTY  
MONTGOMERY COUNTY PUBLIC SCHOOLS  
PROCUREMENT UNIT  
45 West Gude Drive, Suite 3100  
Rockville, MD 20850-9999  
301-279-3097

March 6, 2019

INVITATION FOR BID

9732.2, On Call Radon Diagnostic Test and Mitigation Services  
at Various Facilities

Bid Opening Time: 2:00PM

Bid Opening Date: March 26, 2019

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

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

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

1. Term of Contract: April 30, 2019 through April 29, 2020
2. Terms of Delivery: 30 Days
3. Delivery Destination: Individual Location, Noted on Purchase Order
4. Bid Security Required: Yes  
**Bid Security must be made payable to Montgomery County Board of Education**
5. Performance Bond Required: Yes
- 6a. Samples Required:  Yes  No
- 6b. Sample Delivery Requirements:
  - Deliver to the Procurement Unit
  - Deliver to Supply and Property Management
  - Deliver to the Food Service Warehouse
  - Other
- 6c. Sample Delivery Time:
  - Prior to bid opening
  - At time of bid opening
  - Subsequent to bid opening

## NOTICE TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

**Note:** Beginning April 1, 2018, MCPS will no longer process check payments. To avoid payment delays after this change, all bidders that accept MasterCard are strongly encouraged to sign up to receive SUA payments upon being notified of an award. For bidders that do not accept MasterCard, the ACH payment method is also available. Please e-mail [SUA@mcpsmd.org](mailto:SUA@mcpsmd.org) to register for SUA, or e-mail [accountspayable@mcpsmd.org](mailto:accountspayable@mcpsmd.org) to

request ACH registration forms.

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

Facsimile     US Mail     Email     EDI

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

African American     Asian American     Hispanic     Native American  
 Female     Disabled     None

**VIII. NON-DEBARMENT ACKNOWLEDGEMENT**

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

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

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

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

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

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

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

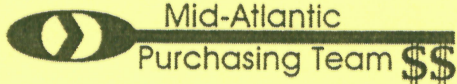
A. The undersigned proposes to furnish and deliver supplies, equipment, or services, in accordance with specifications and stipulations contained herein, and at the prices quoted. This certifies that this bid is made without any previous understanding, agreement or connection with any person, firm, or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

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

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

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

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



Metropolitan Washington Council of Governments Rider Clause  
Invitation For Bid 9732.2, On Call Radon Diagnostic Test and Mitigation Services

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

**Extension to Other Jurisdictions**

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

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

This shall include but not be limited to private schools, Parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that required these good, commodities and/or services.

**Notification and Reporting**

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

**Contract Agreement**

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

**Metropolitan Washington Council of Governments Rider Clause  
Invitation For Bid 9732.2, On Call Radon Diagnostic Test and Mitigation Services Cont.**

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

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

# MONTGOMERY COUNTY PUBLIC SCHOOLS

## Procurement Unit

45 West Gude Drive, Suite 3100

Rockville, MD 20850-9999

### General Stipulations and Instructions To Bidders

#### I. Invitation For Bid

The Board of Education of Montgomery County Maryland, herein after referred to as The Board of Education, will receive sealed proposals until the date and time indicated on the cover of the Invitation For Bid. Bids must be delivered to Montgomery County Public Schools, Procurement Unit, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850, and be received and stamped prior to the bid opening. Bids may be delivered in person, but delivery to the mailroom or lobby does not validate the time of receipt. The respondent shall assume full responsibility for timely delivery of the bid, whether by the U.S. Postal Service or by any other carrier. Bids received after the designated time for the receipt of solicitations will be returned unopened. Bids must be delivered in sealed opaque envelopes. Envelopes shall be clearly marked on the outside lower left corner with the bid number and bid opening date and time.

#### II. Intent

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

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

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

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

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

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

Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, The Board of Education reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the Board of Education.

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

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

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

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

#### VII. Preparation Of Bid

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

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

#### VIII. Discounts

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

##### A. Trade Discounts

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

##### B. Payment Discounts

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

(1) Unless specifically stated otherwise, discounts offered which allow a minimum of twenty (20) days to qualify will be

deducted from prices offered in the bid for the purpose of determining the lowest price offered.

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

#### **IX. "Or Equal" Interpretation**

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

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

#### **X. Consideration of Prior Service**

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

#### **XI. Delivery**

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

#### **XII. Packing Slips And Delivery Tickets**

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

#### **XIII. Invoices**

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

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

Every invoice must include the following information:

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

When a discount for payment is authorized and taken; it will be made to the contractor as close as possible to, but not later than,

the end of the discount period. Prices quoted shall not include federal excise or state sales and use taxes. Exemption certificates will be furnished upon request. Contractor inquiries concerning payment may be made to [accountspayable@mcpsmd.org](mailto:accountspayable@mcpsmd.org).

#### **XIV. Bid Security**

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

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

#### **XV. Performance Bonds**

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

#### **XVI. Provision For Municipal Offices**

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

#### **XVII. Product Testing During Time of Contract**

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

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

#### **XVIII. Safety Standards**

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

#### **XIX. General Guaranty**

The contractor agrees to:

- A. Save the Board of Education, its agents, and employees harmless from liability of any nature or any kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in the performance of the contract

of which the contractor is not patented assignee, licensee, or owner.

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

## **XX. Indemnity**

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

## **XXI. Insurance**

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

## **XXII. Inspection Of Premises**

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

## **XXIII. Patents**

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

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

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

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

### **B. Sample Identification**

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

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

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

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

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

### **E. Sample Quantities**

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

### **F. Descriptive Literature**

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

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

## **XXV. Time of Completion**

The Board of Education reserves the right to revise the starting and completion dates for delivery and installation of equipment to new schools and additions as stated below if the bid is wholly or in part for the furnishing of new schools and additions to existing buildings. At least 60 days prior to the date scheduled for delivery and installation for each project, the Board of Education will notify the contractor whether or not any change will be required in the dates for



the beginning and completion of delivery. The right is reserved to specify beginning dates and completion dates two weeks earlier than listed above or to postpone the beginning and completion dates for not more than 30 days later than the dates as listed. These changes in delivery dates, if any, for new schools and additions to older buildings will be applicable to individual projects as specified and not to all projects as a whole. The estimated dates on which deliveries may be begun and which time deliveries and installations must be completed have been estimated as carefully as possible; and if any change is required by circumstances beyond the control of the Board of Education, the revised delivery dates as established by the procedures outlined immediately above will become the definite schedule for completion of the contract as if it had been set in the original schedule as outlined.

#### **XXVI. Guarantee**

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

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

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

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

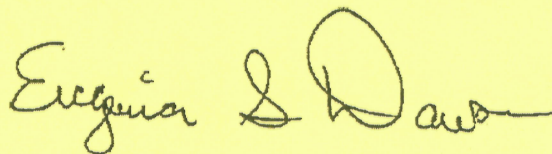
Bidders, or its authorized representatives, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and the bidder cannot secure relief on the plea of error. Neither law nor regulations make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

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

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

#### **XXX. Inquiries**

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



Eugenia S. Dawson  
Acting Director, Department of Materials Management

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

**SPECIAL INSTRUCTIONS TO VENDORS FOR MAILING BIDS**

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

**SAMPLE BID RESPONSE ENVELOPE**

---

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

**BID ENVELOPE**

**TO BE DELIVERED TO**

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

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

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

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

**INVITATION FOR BID # 9732.2  
ON CALL RADON DIAGNOSTIC TEST AND MITIGATION SERVICES  
AT VARIOUS FACILITIES**

**GENERAL CONDITIONS AND SPECIFICATIONS**

**I. GENERAL CONDITIONS**

**A. SCOPE**

The work includes providing all labor and materials to perform various radon diagnostic test and mitigation installations and repair tasks as may be required, including but not limited to the installation and repairs of components related to radon mitigation systems. This work will be performed at various facilities throughout Montgomery County Public Schools (MCPS) as requested.

1. It is the intent of this bid to secure all-inclusive cost for hourly labor rates and materials to fully cover all required labor and materials to perform general radon diagnostic test and mitigation work, including but not limited to diagnostic floor testing and installation of various radon fans and pipe systems; etc. as requested by MCPS and specified herein. The awarded prices will be used to develop project proposals. It is the intent to award this contract to two (2) contractors. The awarded contractors will be required to make a comprehensive inspection of each work site and submit a firm cost proposal based on the awarded prices submitted. Once all pricing is received and reviewed by MCPS, the awarded contractor offering the lowest price will be issued a purchase order to commence work. The project will begin and must be completed within the time frame approved by MCPS and indicated on the proposal. **Successful contractor(s) will be required to submit the Asbestos Free Verification Form as applicable and required herein. See General Conditions Section J and APPENDIX C.**
  
2. **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, and all other boards or departments having jurisdiction. These 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. Any items or requirements noted herein in excess of these requirements and permitted by the requirement shall take preference. All deliveries must be prepaid to the destination (F.O.B. destination) and in no case will collect shipment be accepted.

**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 bidder(s) submitting the most favorable unit prices with consideration being given to any previous performance for the MCPS Board of Education as to quality of service, acceptance merchandise, and with regard to the bidder's ability to perform should it be awarded the contract. MCPS may award to more than one (1) bidder based on low bidder(s) capacity to perform in time frames as required. However, the MCPS Board of Education reserves the right to make awards according to the best interest of MCPS. **Awards are contingent upon availability of funds.**
2. Wherever the term "provide" is used, it shall mean, "furnish and install in place, complete in all details".

**D. SITE DESCRIPTION**

MCPS will provide Radon testing results, existing construction foundation drawings and facility map for the facility to contractor(s). MCPS will award a contractor(s) to conduct a Sub-Slab air flow permeability tests, to determine the amount of (SSDS) Sub-Slab Depressurization Systems. The successful contractor(s) shall review the radon test results to determine a diagnostic plan for the facility. Contractor(s) shall submit diagnostic design plans and proposals to MCPS for approval before performing any work on site. Contractor(s) must schedule all site visits with the Project Coordinator prior to conducting any site visits. When the proposal has been submitted and received, it shall be understood that the contractor is aware of the needs and conditions under which the work is to accomplish. The contractor shall notify the MCPS Project Coordinator in writing of any conditions that might prevent them from performing their work in a 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.

**E. SCHEDULE**

1. **Completion dates shall be identified on each contractor's proposal.** A purchase order issued and signed by the director of the Department of Materials Management will be the contractor's authorization to proceed with an approved proposal. Scheduling of work must receive prior approval from the MCPS Project Coordinator. 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 task, punch-out work, etc. 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. The contractor shall take into consideration that school activities will be taking place (summer school, special activities) while work for this contract is being performed; and that 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 and will require the contractor

to perform such work at premium labor times. The intent is to perform projects during non-instructional hours and without closing the building during regular weekday hours. The contractor shall anticipate these occurrences in their proposals, and no changes in price or completion date will be made for such occurrences.

3. 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 regards 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.

#### F. CONTRACT TERM

The term of contract shall be for one (1) year as stipulated on the Invitation For Bid. However, the contract may not begin until one (1) day after approval by the MCPS Board of Education and shall conclude as stated under the contract term. MCPS reserves the right to extend this contract at existing prices, terms and conditions for up to three (3) additional one (1) year terms. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful bidder 90 days prior to the expiration of the original contract. The bidder(s) will have ten (10) days from date of notification to return the notice acknowledging its intent to accept or reject the extension. Once all responses are evaluated, MCPS staff may make a recommendation to the MCPS Board of Education to extend the contract or decide to re-bid. If the contract is extended by the MCPS Board of Education, a contract amendment will be issued; **however, no purchase order will be issued until extended performance/payment and material bonds have been received by MCPS.**

#### G. PROVISION FOR PRICE ADJUSTMENT

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

#### 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. These procedures are subject to change to meet MCPS requirements.
3. The contractor shall have at the work site, a reasonable amount of materials that will allow them to quickly secure the work area and/or secure building openings as required for the type of work being performed.

#### **I. WARRANTY/SERVICES/REPAIRS**

1. **The specifications require that all fans workmanship and materials shall be warranted for two years; in addition, radon systems shall be fully guaranteed to reduce the average radon levels to below 4 pCi/l in the rooms with current elevated radon levels for the life of the facility.** If radon test level is equal to or greater than 4pCi/l after installation of the radon system, contractor shall pay for all additional mitigation required to reduce and maintain the radon testing levels to below 4pCi/l. The warranty shall begin once the MCPS Project Coordinator has signed and approved the contractor's final invoice for payment.
2. Warranty shall provide for replacement of defective materials plus installation and labor. Any warranty claim made by MCPS prior to the expiration of said warranty shall be satisfied although the warranty has subsequently expired. Failure of the bidder to provide satisfactory warranty service to MCPS shall be grounds for exclusion from future bidding.
3. Any manufacturer of material(s) used on the project offering as standard a longer warranty/guarantee than as specified herein, shall take precedence.
4. Point of contact may change between the MCPS Project Coordinator and the contractor when identifying and resolving warranty claims during the warranty period.

#### **J. 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 C**) **within 15 working days** after receipt of the “Pre-Award Notification” letter for each listed product required in the execution of the scope of work.

2. **Existing Asbestos Materials**

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

**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. If these deviations are of a technical nature, the contractor shall supply manufacturer’s engineered 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

**L. BID SECURITY**

1. **Bids shall be accompanied by a Bid Security in the form of Bid Bonds (A.I.A. Document A310), in the amount of \$30,000**, naming Montgomery County Board of Education as Obligee. A certified check in the amount of 10%, or \$3,000 will be accepted in lieu of the Bid Bond. Where certified check is furnished, the contractor shall attach the following statement from a Maryland licensed bonding company signed by an authorized representative of the bonding company:

“As surety for the above-named contractor, (name of bonding company) hereby agrees to furnish the required bonds as specified, on behalf of the contractor, in the event that such firm be the successful bidder for this project.”

2. Bid bonds will be returned upon request to all except the three (3) lowest bidders. After 60 days from the bid opening date, the three (3) lowest bidders can demand return of bid bonds so long as they have not been notified of the acceptance of their bid.

3. If the successful bidder withdraws their bid or fails to execute and deliver to MCPS the contract and the required bonds within five (5) working days after receipt of the Bid Security shall be forfeited to MCPS as the result of such failure. **Note: Failure to submit the Bid Security with the bid proposal may be reason to consider a bid as non-responsive.**

M. **SUBMISSION OF BIDS (Sealed Bids Only)**

1. **Bid Documents**

One (1) original and one (1) 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 their files.

2. **Quotation Form**

- a. Quotations are to be entered on the Quotation Form, Pages 1-3 supplied under APPENDIX E. **Faxed quotations are not acceptable. SEALED BIDS ONLY.**
- b. **Bidder must submit a separate price for each item listed on the Quotation Form. Submission of one price for all the items without indicating a price per item shall be considered non-responsive and will invalidate the bid.** Prices offered shall be valid for acceptance during a period of no less than 90 days from date of bid opening. Once the contract is approved by the Board of Education, terms and conditions of the solicitation shall prevail throughout the contract term.

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 bid calendar <http://www.montgomeryschoolsmd.org/departments/procurement/> or contact the Procurement Unit, fax number 301-279-3173 or by email to [Laurie\\_S\\_Checco@mcpsmd.org](mailto:Laurie_S_Checco@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. **License/Certifications**

Contractor shall possess a current "State of Maryland" Construction Business License. All contractors' business licenses are issued through the County or Baltimore City, Clerks of the Circuit Court in which your business is located within the State of Maryland. **NOTE:** All out of state bidders must submit an out of state Maryland Construction Business License. Contact the **State License Bureau** <http://www.marylandtaxes.com/> or at 410-260-6240 if additional information is required.



5. **Statement of Experience and AARST Certification**

The contractor shall be an American Association of Radon Scientist AARST or National Radon Proficiency Program NRRP or National Radon Safety Board NRSB certified commercial Radon contractor and have a minimum of five (5) years experience and have been in business for a minimum of five years. **A letter stating years of experience and a copy of the Radon Certification must be submitted with the bid proposal.**

6. **AIPG Certification**

Contractor shall have a full time certified Professional Geologist who is registered with The American Institute of Professional Geologists (AIPG). Geologist will be required interpret sub-slab radon diagnostic measurements so that systems can be located directly over the strongest geologic radon source. **A copy of certification must be submitted with bid proposal.**

7. **Bid Security**

Bids shall be accompanied by a Bid Security in the form of Bid Bonds (A.I.A. Document A310), in the amount of \$30,000, naming Montgomery County Board of Education as Obligee. See **“GENERAL CONDITIONS SECTION; L, BID SECURITY”** for more information.

8. **References**

See **“GENERAL CONDITIONS SECTION; P. REFERENCES”** for more information

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

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

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

Maryland Law requires that any person who enters into a contract with a county board of education or a non-public school “may not knowingly employ an individual to work at a school” if the individual is a registered sex offender. **Bidder shall acknowledge that Section 11-722 of the Criminal Proceedings Article, Annotated Code of Maryland, as amended by the Maryland legislature in June 2006, prohibits a person having a contract with a public school from hiring a registered sex offender to perform work at a school.** An employer who violates this requirement is guilty of a misdemeanor and if convicted may be subject to up to five years imprisonment and/or a \$5,000.00 fine.

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

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

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

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

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

Under recent amendments to § 5-561 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.

N. EMARYLAND MARKETPLACE REGISTRATION

Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace. Registration with eMarylandplace is free. It is recommended that any interested supplier register at [www.eMarylandMarketplace.com](http://www.eMarylandMarketplace.com), regardless of the award outcome for this procurement as it is a valuable resource for upcoming bid notifications for municipalities throughout Maryland.

O. AWARD CRITERIA

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

P. REFERENCES

Bidders shall provide three references of commercial and/or education facility mitigation with their bid submission. The references shall have the 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. **Note: ALL BIDDERS must provide references, 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. _____ _____			
<b>Email:</b> _____			
2. _____ _____			
<b>Email:</b> _____			
3. _____ _____			
<b>Email:</b> _____			

**Q. 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.

**R. 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 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.

S. INQUIRIES

Inquiries regarding this solicitation must be submitted **in writing**, to Ms. Laurie Checco, Buyer II, Montgomery County Public Schools, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850, fax number 301-279-3173, or email to [Laurie S Checco@mcpsmd.org](mailto:Laurie_S_Checco@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 MCPS 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 website address for the MCPS Procurement Unit is <https://www.montgomeryschoolsmd.org/departments/procurement.vendors.aspx>

**Subsequent to the award** if the contractor finds any discrepancy or omission and has questions of MCPS's intent, prior to performing work, they shall notify the MCPS Project Coordinator and the Procurement Unit **in writing** via fax or email to resolve and receive clarification with copies to Laurie Checco, Buyer II and the MCPS Capital Improvement Contracting Office Supervisor.

II. CONTRACT ADMINISTRATIONA. PRE-CONSTRUCTION MEETING

1. The MCPS Capital Improvements Contracting Office reserves the right to convene a meeting with the low bidder(s). 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. Contractor shall have a senior representative from the company to attend the pre-construction meeting(s).
2. Documents required elsewhere in this specification, such as service and warranty agreements, shall be provided at this meeting to the MCPS Capital Improvements Contracting Office.
3. Issues raised during this meeting, which cannot be resolved to MCPS satisfaction, will be cause to reject the apparent low bid and to consider the next lowest bidder as the successful offeror.

B. CONTRACT SECURITY

1. Security may be in the form of Certified Cashier's or Bank Treasurer's Check **OR** Bonds (AIA Documents A-311, A-312, or similar). The bonding firm must be licensed to do business in the State of Maryland.
2. Upon receipt of the award Notification letter, the successful bidder shall deliver to MCPS **within five (5) working days** security requirements, which are:  
  
Performance and Payment Bonds – Bonds are required for projects that are in excess of \$50,000.00. The contractor shall provide a bond in the amount of the total MCPS accepted proposal cost.
3. The cost of the bond(s) shall be included in all proposal \$50,000.00 or more by the contractor. **Note: Failure to supply the contract securities as specified will be considered a contract violation and shall be grounds for contract cancellation.**
4. Any contract extension approved by the MCPS Board of Education under this contract shall include re-issued bonds as specified herein. **No purchase order will be issued until extended performance/payment and material bonds have been received by MCPS.**

C. POST BID SUBMISSIONS

1. The apparent low bidder(s) may be required to supply **within 48 hours** after MCPS request applicable business and additional contractor's licenses, master licenses for trades appropriate for work to be performed, and/or company financial statements, etc., as required to allow MCPS time for contractor evaluation. **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. It is MCPS' intent that the contractor 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 Contractor shall supply a complete list of all sub-contractors and cost of their work for evaluation by MCPS. The list must be submitted within two workdays after MCPS makes the request. **Failure to do so will be grounds for termination of the contract.**
- 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 (5) workdays**.
- 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., failures of the sub-contractors to satisfactorily perform the work in timely fashion is the contractor's responsibility and not that of MCPS.

3. Submit Evidence of Insurancea. Insurance

See Article XXI of the General Stipulations and Instructions to Bidders. The successful bidder shall submit an actual certificate of insurance made in favor of MCPS within five (5) workdays after an award of contract.

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 Procurement Unit, Montgomery County of Board of Education shall be the insurance certificate holder.



4. Invoicing

- a. Bidder shall submit invoices to the MCPS Project Coordinator at **8301 Turkey Thicket Drive, Building A 1<sup>st</sup> Floor, Gaithersburg, Maryland 20879** for payment approval. **All invoices shall identify pertinent information such as purchase order number and building name where work was performed.** The MCPS Project Coordinator shall submit invoices and receiving reports to the Division of Controller to process payments, and shall specify final or partial payments.
- b. MCPS is not obligated to make partial payments. However, partial payments may be considered based upon the contractor's justification of expenditures and satisfactory work performed up to 75% of the total proposal cost. The remaining balance will be paid upon MCPS acceptance of the project as being 100% complete and in compliance with specifications. MCPS will refrain from making any partial payments if, in MCPS opinion, the project falls behind schedule. MCPS may resume making partial payments once all delays have been overcome and the project is back on schedule. Final payment shall be made after the project is complete in all detail as specified and accepted by MCPS Project Coordinator.
- c. Partial payment invoices shall be accompanied by a schedule of values allocated to various portions of the work (similar to AIA Document's 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, pay all fees, and certify that other required permits have been obtained prior to commencing work. Upon completion of all work obtain all certificates of inspection 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.

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 and Town of Poolesville, etc.

**D. MARYLAND BUY AMERICAN STEEL ACT**

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

E. 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.

F. PERFORMANCE

1. The contractor shall have on the job site at least one (1) person fluent in English at all Times and one person who has an MCPS badge at all times.
2. **The contractor must provide to the MCPS Project Coordinator cellular telephone numbers and E-mail addresses of project managers to allow for day-to-day direct communications.**
3. Work to be completed in a timely workmanlike manner; fumes, odors, materials and work procedures will be controlled to protect occupants and property from harm and damage.
4. The contractor shall furnish the services of an experienced supervisor, who shall be in charge of the work and to provide direction to the crew at all times.
5. Contractor and employees;
  - a) Will be required to check in daily at facilities main office to receive identification badges that shall be worn while on premises. These badges must be returned to MCPS daily.
  - b) Use of any form of tobacco products, liquor and/or illegal drugs 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.
6. All work shall be scheduled to the mutual satisfaction of the School Administration and the MCPS Project Coordinator to avoid conflicts with school activities.
7. The building is expected to be occupied throughout the stated period allowed for this work.
8. Work area must be left clean and safe after each work day. The contractor must remove all debris generated by the work from the premises daily adhering to **Montgomery County Solid Waste and Recycling Regulation No. 15-04AM, 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 as requested.
9. Installation must be performed in strict compliance with the latest local, state, and federal regulations having authority. The Maryland Occupational Safety and Health Administration

(MOSHA) Hazard Communication Standards and the Occupational Safety and Health Administration (OSHA) Hazard Communication Standard must be followed.

10. Upon completion of all work, repair any interior damage as well as exterior damage such as, lawns, landscaping, fences, roads, curbs, sidewalks, parking areas damaged or any other damages that are as a result of the work; restoring damaged items to condition as good as existed prior to damaging. Damaged lawns shall be re-sodded; damaged shrubs and trees shall be replaced.
11. **Failure to perform in accordance with MCPS specifications and industry standards may result in the contractor being removed from the approved bidder list to receive future Invitation to Bid for a period of two (2) years.**

**G. CHANGES IN THE WORK**

1. Should alterations or changes be necessary at any time during the progress of the work or to add to or delete work, MCPS shall have the undisputed right to make such changes, additions, omissions, or alterations by written order. **An MCPS CHANGE ORDER FORM under APPENDIX B must be completed and signed by both MCPS and contractor’s authorized representative. All Change Order Forms, Proposals and other supporting documentation relating to additional work must be supplied to the MCPS Project Coordinator within one (1) week from the time the Change Order need is identified. No cost increases to contract will be paid without a completed Change Order Form signed by both parties. Approved Change Orders do not automatically revise completion dates. It is the contractor’s responsibility to provide a written request for extension, with an explanation of justification as they deem necessary. Using approved Change Orders as rationale for not completing on time will not be accepted without an MCPS approved extension. If additional work is performed without MCPS written authorization, the contractor will be subject to reversing said work, or work and materials shall remain in place at no cost to MCPS. This shall be solely at MCPS’ discretion.**
2. The allowable, all inclusive mark-up for combined supervision, overhead, bonds, fringe benefits, union fees, small equipment, tools and profit for work performed by the prime contractor shall be based on the monetary value of the work not to exceed the following 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(s). The prime contractor shall be allowed not more than 8% of the sub-contractor's all-inclusive cost for combined supervision, overhead, bonds fringe benefits, union fee, small equipment, tools

and profit for labor materials.

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

#### **H. LATE CHARGES FOR FAILURE TO COMPLETE ON TIME**

1. MCPS shall retain \$250.00 per each calendar day of delay beyond the completion date(s) stipulated on each proposal, for the first five (5) 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 on each proposal herein unless 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 forces and 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 services staff overtime as 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., required to overcome delays including, but not limited to, MCPS building services staff overtime as required.
5. The MCPS Capital Improvements Contracting Office Supervisor 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 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 Capital Improvements Contracting Office Supervisor. 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 (5) 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.**

**I. CONTRACTOR'S OVERTIME PROCEDURE**

If the contractor chooses to work overtime for any reason of their own initiative and secures MCPS approval to do so, the contractor shall be responsible for any associated costs including MCPS building service staff, etc. Average building service staff overtime rate is \$32.00 per hour depending on the individual working. This rate is estimated and could either be more or less than the quoted overtime rate. All overtime work must be requested **in writing** to the MCPS Project Coordinator, at least 48 hours in advance. This will allow MCPS staff sufficient time to coordinate the required building service staff participation. The Overtime Reimbursement Agreement under **APPENDIX D** 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.

**J. MCPS CONTRACTS OFFICE SUPERVISOR/ PROJECT COORDINATOR**

1. The Capital Improvement Contracting Office Supervisor will represent MCPS in the execution of this contract. No changes in contract conditions or specifications will be made without the Capital Improvement Contracting Office Supervisor's approval and authorization by the Team Leader of the Procurement Unit.
2. After award the MCPS Project Coordinator will be identified and introduced to the successful bidder. The MCPS Project Coordinator will 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 to the MCPS Capital Improvement Contracting Office Supervisor; and a copy to the buyer;
  - g) Prepare required reports;

- h) Approve or reject invoices for payment and submitted construction schedules;
  - i) Recommend contract modifications or terminations to the MCPS Capital Improvement Contracting Office Supervisor;
  - j) Issue notices to the contractor to proceed with the project after receiving signed Change Order 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.

**K. QUALITY ASSURANCE**

1. The intent of the following specifications is to establish quality standards and experience requirements for the contractor to perform Radon Diagnostic Testing and Mitigation services including but not limited, sub-slab air flow permeability and the design and installation ventilation system in MCPS buildings as required by MCPS.
2. The contractor must be regularly engaged in the type of work to be performed as specified herein and has a minimum of five (5) years' experience performing commercial radon diagnostic and mitigation. Appropriate 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.
3. Bidder(s) shall have a full time certified professional Geologist on staff to design mitigation systems.

**L. PROJECT CLOSE-OUT**

1. Initial Installation Punch-out
  - a) The contractor shall notify the MCPS Project Coordinator **in writing** that the work is ready for punch-out inspection. Punch-out shall occur sufficiently in advance of the installation **completion date as specified on the proposal**, to afford the contractor time to rectify punch list corrections. Before calling for a punch-out, all installations shall be completed and all areas shall be clear of construction materials and debris.
  - b) During punch-out, the following individuals shall be present:
    - 1) Authorized representatives of MCPS
    - 2) Contractor
  - c) Upon completion of a punch-out, a written punch list shall be prepared by the contractor and submitted to MCPS within five (5) workdays.

2. **The contractor is entitled to one punch-out inspection and one final inspection for each installation.** Any additional inspections by MCPS staff due to the contractors' failure to complete the punch-out items will result in deductions of costs incurred by MCPS for such inspections from the contractor's final invoice.
3. The contractor shall notify the MCPS Project Coordinator **in writing** for a final inspection once all related punch list items have been 100% completed. All punch-out and final inspections shall be performed well in advance of the completion date to allow for corrections. **Late fees shall accrue until all punch list items are 100% complete.**

**III. DETAILED SPECIFICATIONS****A. INTENT**

The successful contractor(s) shall be required to supply/furnish all labor/materials to perform various radon diagnostic test and mitigation installations and repair as requested by MCPS. The contractor(s) will be called upon to provide diagnostic test plan, to design and install ventilation fan systems and to service and repair existing systems. All mitigation projects shall be design using American Association of Radon Scientist and Technologists (AARST) and An American National Standard Developer (ANSI) Radon Mitigation Standard for schools and large buildings RMS-LB 2014. Contractor(s) will not be responsible for any electrical or roof work.

**B. SCOPE**

MCPS will provide successful contractor the radon test results, facility drawings including foundation plans and room maps of existing facility. The contractor shall utilized the information provided to design diagnostic plan for each facility in order to measure sub-slab air flow permeability. The contractor shall submit diagnostic plan and diagnostic proposal for MCPS approval before scheduling work on site.

Results of the diagnostic test shall be used to design active sub-slab depressurization systems. These systems must be design to mitigate and maintain radon levels below 4 pCi/l for the life of the facility.

**C. SUB-SLAB DEPRESSURIZATION SYSTEM (SSDS)**

1. All radon mitigation vent systems including all components shall be designed to comply with the laws, ordinances, codes and regulations of authority having jurisdiction, including applicable mechanical, electrical, building, plumbing energy, and fire prevention codes.
2. All soil depressurization and block wall depressurization radon mitigation systems shall include a monitor to monitor system performance and system failure. The monitor shall be easy to read or interpret and accessible, but protected from damage or vandalism. Monitors are to be installed and tagged with room # in a Mechanical or Electrical closet nearest the system.

Monitor shall be checkpoint II R Mitigation System Monitor with Remote Alarm or MCPS approved equal.

3. Ventilation systems shall be made with schedule 40 PVC pipes or as approved by MCPS. All PVC pipe connections used in radon mitigation systems shall be permanently sealed with adhesives as specified by the pipe manufacturer. Joints or connections in other vent pipe materials shall be made air tight.
4. Exhaust fans shall be 120 volt high suction Radon – Away GP 401 or MCPS approved equal and shall have one (1) 90 degree elbow installed on top of the fan with wire mesh covering the end of the elbow. All fans shall have a dedicated circuit and be hard-wired to weather proof box with control switch on the roof. The circuit breakers controlling the circuits on which the radon vent fan shall be labeled “Radon System Fan”.



5. Radon mitigation system monitors, such as manometer type pressure gauges, shall be marked to indicate the level or range of pressure readings that existed when the system was put into service. All pressure gauges shall be mounted to eye level.
6. All piping runs in areas subject to subfreezing conditions should be protected to avoid the risk of vent pipe freeze-up.
7. Radon vent pipes shall be independently fastened to the structure of the building with hangers, strapping, or other supports that will secure the vent system pipe. Vent system pipe shall not be supported by existing pipes, ducts, or mechanical equipment.
8. All vents pipes shall be supported and secured in a permanent manner that prevents their downward movement to the bottom of suction pits or sump pits, or into the soil beneath an aggregate layer under a slab.
9. Fans should be installed in vertical runs of the vent pipe. Radon vent fans shall be mounted and secured in a manner that minimizes transfer of vibration to the structural framing of the building. Fans shall be sealed to reduce the potential for leakage of soil gas form the fan housing.
10. Remove adequate material shall be excavated from the area immediately below the slab penetration point SSDS vent pipes to obtain maximum field extension of the sub-lab communication zone.
11. Each roof vent shall be capped/covered with stainless steel wire screen secured stainless steel with screws.
12. System exhaust vents pipe edge shall be a minimum 2' above roof surface and at least 25' from all air intakes, doors and/or windows.
13. A system description label shall be placed on the mitigation system, the electric service entrance panel, or other prominent location. This label shall be legible form a distance of at least three feet and include the following information: "Radon Reduction system," the installer's name, phone number, and identification number with the date of installation. In addition, all exposed and visible interior radon mitigation system vent pipe sections shall be identified with at least one label of each floor level. The label shall read, "Radon Reduction System.
14. No PVC vent pipe shall terminate inside a plenums ceiling.
15. A Fire Collar is required for all penetrations between floors in multiple story facilities (3M Fire Stop Pipe Collar Model # Ultra PPD) and shall be caulked with a Fire Retardant Caulk (3M Fire Barrier Sealant CP 25WB+) MCPS approved equal or better. The Fire Collars are to be installed on the underneath of floors.
16. All floor penetration shall caulk with silicone caulk and pipe collar shall be installed around the PVC pipe on the floor.

17. Contractor shall avoid installing pipe ventilation systems in emergency stairwell and egress corridors.
18. Contractor shall seal cracks or opening in or around the floor slab with polyurethane or urethane caulk.

**D. PERMITS**

MCPS will pay for permits when required for work under this contract. However, the contractor(s) is required to file for all permits and to have inspections required by Montgomery County or authority having final jurisdiction. The contractor(s) is responsible for meeting all building and/or life safety codes as required by all authorities having jurisdiction.

**E. CUTTING AND PATCHING**

1. The contractor shall be responsible for drilling and cutting through floors, slabs, the roof penetrations and walls as necessary to perform their work. Extreme care must be exercised to avoid damage to the existing structure. The contractor shall be held financially liable for any damage incurred as a result of their work.
2. All surfaces altered or damaged by the contractor shall be restored to its original condition, including ceiling, walls, partitions and floors following MCPS approved methods and to the satisfaction of the MCPS Project Coordinator.
3. Roof/Exterior Penetrations shall be made weather proof. Henry Rubberized Wet Patch Roof Cement or MCPS approved equal. This is to last up to 2 months minimum until roofing contractor makes permanent repairs.

**F. ELECTRIC POWER AND LIGHT**

The contractor may use, free of charge for the purpose of their work under this contract only, the electricity available in the buildings. Any extensions necessary from the existing outlets and for correcting any outages or malfunctions caused by such use are the responsibility of the contractor.

**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 to move to a lockdown mode. Staff should make the announcement and notify 911 and Office of School Performance.

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

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

### ***Evacuate***

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

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

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

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

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

### ***Shelter***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### ***Firearms***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**APPENDIX B**

**Montgomery County Public Schools  
Division of Maintenance**

**CHANGE ORDER FORM # \_\_\_\_\_**

Facility: \_\_\_\_\_ Projects Name: \_\_\_\_\_

Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

- Change to original scope of work       Additional work

**General description of work to be performed:**

<b>Attach detailed proposal with change order                      FOR THE TOTAL SUM OF: \$</b>

**Changes to the Contract:**

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

Completion Date: \_\_\_\_\_

Work Order #: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
(MCPS Contract Supervisor Approval)

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

\_\_\_\_\_  
(MCPS Contract Supervisor Approval)

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

## APPENDIX C

### ASBESTOS FREE MATERIAL VERIFICATION FORM

PRODUCT TYPE: \_\_\_\_\_

MANUFACTURERS: \_\_\_\_\_

MODEL NUMBER TESTED: \_\_\_\_\_

SUPPLIER: \_\_\_\_\_

LOT/PRODUCTION NUMBER TESTED: \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Contractor Representative

\_\_\_\_\_  
Invitation to Bid #

\_\_\_\_\_  
Date

**APPENDIX D**

**Montgomery County Public Schools  
Division of 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 Project Coordinator Approval) (Date)

\_\_\_\_\_  
(Authorized Contractor Representative Agreement) (Date)

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



**APPENDIX E**

**QUOTATION FORM (Page 1 of 3)**

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

Bidder shall supply all required information in the space provided. Provide only one price in each space provided. DO NOT ALTER THE QUOTATION FORM IN ANY WAY! **Failure to comply with all requirements shall be considered non-responsive and disqualify your bid.** Hourly labor rates supplied must be all inclusive including, but not limited to, union fees, workman's compensation, insurance, benefits, etc. Supply hourly labor rates in the space provided for the following categories.

**RATES:** Regular rate will represent work performed Monday through Friday, 6:30 a.m. until 6:30 p.m. Overtime rate will represent work performed Monday through Friday 6:30 p.m. until 6:30 a.m., including weekends and all MCPS holidays.

	<b><u>REGULAR RATE</u></b>	<b><u>OVERTIME RATE</u></b>
1. Micromanometer Tests:	\$ _____	\$ _____
2. Block-Wall Radon Test:	\$ _____	\$ _____
3. Sub-slab Radon Test:	\$ _____	\$ _____
4. Design Engineer:	\$ _____	\$ _____
5. Installation Technician hourly Rates:	\$ _____	\$ _____
6. Installation Technician Helper Hourly Rates:	\$ _____	\$ _____
7. Sub-Slab Depressurization System Installation (3" PVC Pipe w/Fan & Vent as specified herein) Per Linear Ft.	\$ _____	\$ _____
8. Sub-Slab Depressurization System Installation (4" PVC Pipe w/Fan & Vent as specified herein) Per Linear Ft.	\$ _____	\$ _____
9. Sealing Floor Slab cracks with caulk as specified herein Per Linear Ft.	\$ _____	\$ _____
10. Total Cost (Item #1 through 9)	\$ _____	\$ _____

**QUOTATION FORM – CONTINUED (Page 2 of 3)**

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

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

YES \_\_\_\_\_ NO \_\_\_\_\_

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

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 \_\_\_\_\_

- **IS A COPY OF THE MARYLAND CONSTRUCTION BUSINESS LICENSE SUPPLIED WITH BID SUBMISSION?**

YES \_\_\_\_\_ NO \_\_\_\_\_

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

YES \_\_\_\_\_ NO \_\_\_\_\_

**QUOTATION FORM – CONTINUED (Page 3 of 3)**

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

- **ASBESTOS FREE MATERIALS: THE BIDDER HAS REVIEWED THE MATERIAL LABORATORY TESTING REQUIREMENTS FOR THE LIST OF MATERIAL SPECIFIED THEREIN TO CONFIRM THEY DO NOT CONTAIN ASBESTOS? SUCCESSFUL CONTRACTOR SHALL SUBMIT ASBESTOS FREE VERIFICATION FORM AS SPECIFIED HEREIN.**

YES \_\_\_\_\_ NO \_\_\_\_\_

- **HAS BIDDER COMPLETED CONTRACTOR OBLIGATION REGARDING CRIMINAL RECORDS OF INDIVIDUALS ASSIGNED TO WORK AT MCPS FACILITIES AND PROPERTIES?**

YES \_\_\_\_\_ NO \_\_\_\_\_

**CHECK OFF LIST FOR MANDATORY BID SUBMITTAL**

**Mandatory Submittals Check List:**

- \_\_\_\_\_ **Signed Invitation for Bid, including Non-Debarment Acknowledgement**
- \_\_\_\_\_ **Quotation Form (Pages 1 of 3)**
- \_\_\_\_\_ **Addendum(s) and Erratum(s) (If any, contractor is responsible to confirm)**
- \_\_\_\_\_ **Maryland; Construction Business License or Home Improvement Commission**
- \_\_\_\_\_ **License**
- \_\_\_\_\_ **Certification/Letter of Experience and Years in Business**
- \_\_\_\_\_ **Certification of AARST Radon Contractor**
- \_\_\_\_\_ **Certification of AIPG full-time professional Geologist**
- \_\_\_\_\_ **References**
- \_\_\_\_\_ **Bid Bond**