

**Office of Finance
Division of Procurement
MONTGOMERY COUNTY PUBLIC SCHOOLS
45 West Gude Drive, Suite 3100
Rockville, Maryland**

**INVITATION FOR BID # 9732.3
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 for Montgomery County Public Schools (MCPS), located throughout Maryland as requested.

B. INTENT

1. It is the intent of this solicitation to secure all-inclusive unit prices to fully cover all required labor and materials for the 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. It is the intent to award this contract to minimum two 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 scope of work provided.

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 the 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. 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.**

In addition, the Board reserves the right to remove or add additional items to the specifications as our requirements change, as well as add suppliers/contractors throughout the contract term should a need arise that cannot be provided by any of the awarded contractor(s).

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 Division of Procurement 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 year as stipulated on the Invitation For Bid. However, the contract may not begin until one 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 four additional one-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 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.

G. PROVISION FOR PRICE ADJUSTMENT

Price increases will not be considered for the first one year of the 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 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 the 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. Surety Statement

The Surety Agent for the Offeror shall provide on his letterhead a letter addressed to Montgomery County Public Schools signed by an authorized representative of the bonding company, stating:

(Name of Applicant) has been a client of (name of surety company) for over ____ years. During that time, we have supported this firm in their pursuit of projects in the \$_____ range and total programs in excess of \$_____.

We are prepared to provide Bid, Performance, and Payment Bonds on MCPS projects bid between October 2022 and October 2023. provided (name of applicant) makes application to us at the time of the Bid, and we are satisfied with the prevailing underwriting conditions, including but not limited to, acceptable contract terms, job specifications and acceptable bond forms.

2. Payment and performance bonds: (As required)

For projects over \$100,000, the Bidder to whom a contract is awarded must furnish Performance

and Payment Bonds, each in the amount of one hundred percent (100%) of the project awarded amount, including executed Change Orders, in the form specified.

If the successful bidder withdraws their bid or fails to execute and deliver to MCPS the contract and the required bonds within five working days after receipt of the Bid Award, 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 will be reason to be considered a non-responsive bid.**

M. SUBMISSION OF BIDS (Sealed Bids Only)

1. Bid Documents

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

2. Quotation Form

a. Quotations are to be entered on the Quotation Form, Pages 1-4 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 Division of Procurement, fax number 301-279-3173 or by email to Laly_A_Bowers@mcpsmd.org, and procurement@mcpsmd.org to confirm that they have all addenda/errata. Failure to acknowledge addenda/errata on the form may result in a bid being deemed non-responsive and consequently rejected.

4. 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 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. **References**

See "GENERAL CONDITIONS SECTION; P. REFERENCES" for more information

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

ALL MCPS contracts must include the following provisions:

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

Maryland Law requires that any person who enters into a contract with a county board of education 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 Division of Procurement website at <http://www.montgomeryschoolsmd.org/departments/procurement>.

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

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

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

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

N. MARYLAND MARKETPLACE REGISTRATION

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

O. AWARD CRITERIA

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

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

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 Laly Bowers, Buyer II, Montgomery County Public Schools, Division of Procurement, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850, fax number 301-279-3173, or email to Laly_A_Bowers@mcpsmd.org and procurement@mcpsmd.org Questions must be received no later than four business days prior to bid opening in order for the bidder to receive a reply prior to submitting its bid. The 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 approved 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 Division of Procurement 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 in writing via fax or email to resolve and receive clarification with copies to Laly Bowers, Buyer II in the Division of Procurement.

A. PRE-CONSTRUCTION MEETING

1. MCPS 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 Authorized Representative.
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 (When required)

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. The successful bidder(s) shall deliver to MCPS Performance and Payment Bonds **within five working days after receiving notification of award for individual projects with a contract value of \$100,000.00 or more. This cost shall be included in project proposal.**
3. The cost of the bond(s) shall be included in all proposal \$100,000.00 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 termination.**

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 Insurance

a. 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 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 Division of Procurement, 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 1st 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 in a timely fashion, 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 about the Maryland Buy American Steel Act 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 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 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 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 & 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 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. MCPS 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 MCPS authorized representative. No requests for extension due to weather conditions will be considered unless accompanied by documentary evidence supplied by the NOAA's National Weather Service showing, by comparison, that such weather suffered is abnormal to any of the past five years as recorded. **No request for extension will be considered by MCPS if received from the contractor after the previously agreed completion date has passed. Late charges will be automatically deducted from monies owed.**

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 PROJECT COORDINATOR

1. The Environmental Health Specialist (EHS) will represent MCPS in the execution of this contract. No changes in contract conditions or specifications will be made without the approval of the (EHS) and authorization by the Director of the Division of Procurement.
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 EHS; and a copy to the Division of Procurement;
 - g) Prepare required reports;
 - h) Approve or reject invoices for payment and submitted construction schedules;
 - i) Recommend contract modifications or terminations to the MCPS-EHS;
 - 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 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 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 from the fan housing.
10. 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-slab 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 from 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

Lockdown

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

Persons authorized to call a Lockdown

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

Lockdown Alert – Staff Guidance

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

Evacuate

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

Fire Evacuation

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

Directed Evacuation

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

Shelter

This is a term used to alert staff that an emergency exists at or near an MCPS facility. It requires all students to be accounted

for and under supervision. Administrators may activate the OSET and set up a command post when appropriate. There are three types of shelters: *Public Safety, Severe Weather and Outside Hazardous Materials Release.*

Persons authorized to call a Shelter alert

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

Public Safety Shelter Alert- Staff Guidance

When the administrator announces a Public Safety Shelter alert:

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

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

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

Outside Hazardous Material Release Shelter Alert

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

Outside Hazardous Material Release Alert-Staff Guidance

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

- Announce a *Outside Hazardous Material Release Shelter Alert*
- Bring students/staff/visitors into the main building from outdoor activities
- Evacuate portable classrooms in consultation if safe to do so

- Secure/lock exterior doors and windows
- Hold students in their current locations inside the building until the best course of action can be determined
- Turn off electrical power to ensure immediate shutdown of HVAC
- Ignore fire alarm system—only in this Outside Hazardous Material Release Shelter alert.

Parent/Child Reunification

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

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

Firearms

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

Bomb Threat Assessment

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

Bomb Threats Call Trace

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

Bomb Threat Sweep/Scan

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

Hazardous Material Spills

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

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

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

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

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

If a medium or large hazardous chemical/material 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 Sustainability and Compliance**

CHANGE ORDER FORM # _____

Facility: _____ Projects Name: _____

Contractor: _____ Date: _____

- Change to original scope of work Additional work

General description of work to be performed:

Attach detailed proposal with change order	FOR THE TOTAL SUM OF:	\$

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 Authorized Representative Approval) Title (Date)

(MCPS EHS 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 4)

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. and will be used for award purposes and change orders.

RATES: Regular rate will represent work performed Monday through Friday, 6:30 a.m. until 6:29 p.m. Overtime rate will represent work performed Monday through Friday 6:30 p.m. until 6:29 a.m., including weekends and all MCPS holidays.

	<u>REGULAR RATE</u>	<u>OVERTIME RATE</u>
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 (Page 2 of 4)

Hypothetical Project

Active Soil Depressurization (ASD) Mitigation System as per ANSI/AARST RMS-LB 2018 (with 1220 revisions) and MCPS Bid 9732 On-call Radon Diagnostic Test and Mitigation Services at Various Facilities. Assume 15-foot between floor slab(s) and roof deck.

Scope of Work includes:

- Core drill floor slab penetration(s);
- Install roof penetrations;
- Install ASD vent pipe;
- 3/4 -inch metal electrical conduit through roof. No closer than 18-inches from the ASD vent pipe;
- Install appropriately (as per industry requirements) Radon Ventilation Fan;
- Install/provide temporary roof penetration seals/patches;
- Seal slab penetrations; and
- Install remote system monitor.

Provide Cost for the following (as described above):

Single-story ASD system	
Two-story ASD system	
Three-story ASD System	
RadonAway® RP265 Pro Series Radon Fan	
Monitor Checkpoint II R Mitigation System Monitor with Remote Alarm or equivalent.	

QUOTATION FORM – CONTINUED (Page 3 of 4)

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 4 of 4)

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 through 4)**
- _____ **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 Surety Letter**