

**Department of Materials Management
Procurement Unit
MONTGOMERY COUNTY PUBLIC SCHOOLS
Rockville, Maryland**

Invitation For Bid 9758.1 Portable Restroom Trailer Rentals

GENERAL CONDITIONS AND SPECIFICATIONS

I. GENERAL CONDITIONS

A. SCOPE

Montgomery County Public Schools (MCPS) seeks to contract qualified contractors who has the experience and resources to provide rental and servicing of Americans with Disabilities Act (ADA) compliant portable restroom trailers.

The contractor(s) shall supply and deliver ADA compliant portable restrooms, complete with setup, maintenance, and removal in accordance with the requirements specified hereinafter. All equipment and materials must conform to all applicable federal, state, and local standards.

At a minimum, the 8 stations units shall contain the following fixture counts: 4 EA sinks, 6 EA toilets, 2 EA Urinals, Paper Towel Dispensers, Soap Dispensers, Heating & Air Conditioning, Interior Lighting, Exterior Safety Lights, Power Source – 2 EA, 20 AMP NON GFCI Circuits, Fresh Water Tank Capacity - 200-gallons, and Waste Tank 700 gallons.

The restroom trailers will be located at the following schools:

William Tyler Page Elementary School – 13400 Tamarack Road, Silver Spring, Maryland 20904

Clarksburg Elementary School – 13530 Redgrave Place, Clarksburg, MD 20871

Emory Grove Center- 18100 Washington Grove Lane, Gaithersburg, MD 20877

MCPS is requesting an Alternate Bid Price for a single ADA compliant unit this cost will be applied in any order or combination.

B. INTENT

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 be further 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 code requirements and permitted under the code shall take preference.

C. AWARD

1. This solicitation does not commit MCPS to award any contract or to pay any costs incurred in the preparation of a response. It is the intention to award this contract to the bidder(s) submitting the most favorable prices with consideration being given to any previous performance for the Board of Education as to quality of service and acceptable merchandise, and with regard to the bidder's ability to perform should it be awarded the contract. In addition, the Board reserves the right to remove or add additional items to the specifications as our requirements change, as well as, add suppliers throughout the contract term should a need arise that cannot be facilitated by an awarded supplier. However, the Board of education reserves the right to make awards according to the best interest of the Board of Education of Montgomery County, Maryland Awards are contingent upon availability of funds. In addition, MCPS Board of Education reserves the right to remove or add additional locations to the specifications as our requirements change, as well as add contractors throughout the contract term should a need arise that cannot be fulfilled by the awarded contractors.
2. Wherever the term "provide" is used, it shall mean, "Furnish and install in place, complete in all details".
3. The contractor shall allow for and make any minor inventory adjustments as identified during the inspections and testing procedures.

D. CONTRACT TERM

The term of contract shall be for one year as stipulated on the Invitation For Bid. However, the contract may not begin until one day after approval by the Board of Education and shall conclude as stated under the contract term. MCPS reserves the right to extend this contract at existing prices, terms and conditions for up to four additional one-year terms. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful bidders(s) ninety days prior to the expiration of the original contract. The bidder will have 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 Board of Education to extend the contract or decide to re-bid. If the contract is extended by the Board of Education, a contract amendment will be issued.

Services will be required on a monthly basis (excluding summer break June-August).

E. SCHEDULE/RESTRICTIONS**1. General Schedule Requirements**

Work may begin upon receipt by the successful bidder(s) of a purchase order issued and signed by the director of the Department of Materials Management and/or approval by the MCPS project coordinator.

2. Services under this Agreement shall be provided during standard times of need or in the event of a disaster, as requested.

F. BID PRICES

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

G. PROVISION FOR PRICE ADJUSTMENT

Unit price quoted herein are subject to price adjustment downward in accordance with decreases in prices announced by the manufacturer of the subject item any time after the bid opening date. Recommendations for award, however, shall be made based on the original bid submission only.

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

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

H. DEVIATIONS

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

I. SPECIAL CONDITIONS

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

J. MCPS EMERGENCY/CRISIS PROCEDURES, SHELTER/LOCKDOWNEmergency/ 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 B**, for the contractor's information are the MCPS Emergency/Crisis Procedures, Shelter/Lockdown. It is the Contractors responsibility to familiarize themselves and their representative(s) regarding the Shelter/Lockdown Procedures.
3. The Contractor shall have at the work site, a reasonable amount of materials that will allow them to quickly secure the work area and/or secure building openings as required for the type of work being performed.

K. BIDDERS QUALIFICATIONS/REFERENCES

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

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

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

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

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

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

L. SUBMISSION OF BIDS

1. Bid Documents

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

2. Quotation Form

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

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

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

3. Addenda/Errata

Changes and addenda to a solicitation may occur prior to the bid opening date and time. It is the bidder's responsibility to check the MCPS website under the event calendar <http://www.montgomeryschoolsmd.org/departments/procurement/> or contact the Procurement unit by email to the Procurement Unit at 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 (TO BE SUBMITTED WITH BID)

Bidder(s) responses shall include the following items:

- a. Copy of Maryland Business License.
- b. All licenses required by federal, state or local jurisdiction having authority.

M. PROPRIETARY AND CONFIDENTIAL INFORMATION

Bidders are notified that MCPS has unlimited data rights regarding proposals submitted in response to this solicitation. Unlimited data rights means that MCPS has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by the bidders in response to this or any solicitation issued by MCPS. However, MCPS will exempt information that is confidential commercial or financial information of a Provider, as defined by the Maryland Public Information Act (MPIA), State Government Article, Section 10-617, from disclosure. It is the responsibility of the bidder to clearly identify each part of its proposal that is confidential commercial or financial information by stamping the **bottom right-hand corner** of each pertinent page with one-inch bold face letters stating the words "**confidential**" or "**proprietary**." The bidder agrees that any portion of the proposal that is not stamped as proprietary or confidential is not proprietary or confidential. As a condition for MCPS keeping the information confidential, the bidder must agree to defend and hold MCPS harmless if any information is inadvertently released.

N. 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 and 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. A negative reply will not adversely affect consideration of your bid/proposal.

O. **EMARYLAND MARKETPLACE ADVANTAGE REGISTRATION**

Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace. Registration with eMaryland Marketplace 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.

P. **INQUIRIES**

Inquiries regarding this solicitation must be submitted **in writing**, to Anissa Black, Buyer II, Montgomery County Public Schools, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850, fax number 301-279-3173 or email to procurement@mcpsmd.org. Questions must be received no later than four business days prior to bid opening in order for the bidder to receive a reply prior to submitting its bid. The Board of Education will not be responsible for any oral or telephone explanations or interpretations. **Bidder contact with any other MCPS employee regarding this solicitation until the contract is awarded by the Board of Education will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its bid.** The MCPS Procurement Unit web site address 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 to resolve and receive clarification with copies to Mrs. Anissa Black, CPPB, Buyer II and the MCPS Project Coordinator.

II. CONTRACT ADMINISTRATION**A. PRE-AWARD MEETING**

1. The MCPS Project Manager reserves the right to convene a meeting with the apparent low bidder(s) prior to awarding a contract. The purpose of this meeting is to afford all parties an opportunity to discuss any aspects of project and contract execution, which may be of concern for the successful and timely completion of the projects.
2. Issues raised during this meeting, which cannot be resolved to MCPS satisfaction, will be cause to reject the apparent low bid and to consider the next lowest bidder as the successful bidder.

B. POST BID SUBMISSIONS

1. The awarded contractor (s) may be required to supply **within 48 hours** after MCPS request applicable business and additional contractor's licenses, master licenses for trades appropriate for work to be performed, and/or company financial statements, etc., as required to allow MCPS contractor evaluation.
2. Sub-contractors
 - a. MCPS must approve all sub-contracting work in advance; the prime Contractor shall supply MCPS with the rationale for requesting sub-contracting. **It is MCPS' intent that the successful bidder has the in-house resources to perform the primary task and only sub-contract secondary task(s) which they do not specialize in appropriately, e.g., electrical, mechanical and/or plumbing, etc.** The apparent low bidder(s) shall supply a complete list of all sub-contractors. This list must be submitted within two workdays after MCPS makes the request. **Failure to do so will be grounds for termination of your contract.** The contractor shall be responsible for assuring that all proposed sub-contractors are in good standing with MCPS and have been in business for and have a minimum of three years' experience performing the type of work they will be performing under this contract and possess appropriate licensing.
 - b. MCPS shall notify the contractor **in writing** if, after due investigation, there is reasonable objection to any of the proposed sub-contractors. Failure of MCPS to make objection to any proposed sub-contractor shall constitute notice of no objection. Each sub-contractor may be required to furnish to MCPS, in duplicate, proof of their financial stability and experience to perform the particular work for which they will be engaged. All contractual agreements between the contractor and their sub-contractors shall be written, unamended, on the Standard Form of Agreement between Contractor and sub-contractor, AIA Document A401 (most recent Edition). Upon request the contractor shall supply copies of this contract to MCPS **within five working days**.
 - c. MCPS acceptance of sub-contractors in no way relieves the contractor from being responsible for the total and complete performance of the work for the project; i.e., failure

of the sub-contractors to satisfactorily perform the work in a timely fashion is the contractor's responsibility and not that of MCPS.

3. Submit Evidence of Insurance

a. Insurance

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

b. Additional insurance

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

c. Policy Cancellation/Certificate Holder

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

4. Invoicing

- a. The contractor shall submit monthly invoices to MCPS Division of Design and Construction main office at for payment approval.

Invoices – All invoices are to be in duplicate and mailed to the Division of Design and Construction, 45 West Gude Drive, Suite 4300, Rockville, MD 20850. Every invoice must include the following information

- a. The Purchase order number
- b. The Invoice Number
- c. School Location
- d. The delivery price and the lease cost for the units

5. The county shall be eligible for any additional discounts, specials, and/or promotions offered by the Vendor during the term of the contract should those discounts, specials, and/or promotions offer a lower cost to the County.

C. SPECIAL REQUIREMENTS

1. Bidder shall provide pricing for daily, weekly, and monthly rates for the items specified on the Bid Proposal form included in this solicitation
2. Pricing shall include delivery, installation, pickup, and servicing to the unit(s) twice a week.

Delivery and pickup shall be provided Monday through Friday with Saturday and/or Sunday service if required. Hours of delivery and pickup service may vary and shall be coordinated between authorized County personnel and bidder. Contractor shall be capable of providing delivery, pickup and servicing outside of standard working hours, such as prior to 8:00 A.M. and later than 5:00 P.M.

Unit(s) shall be available for delivery within 24 hours for notification

Emergency servicing of equipment requires immediate response. At such time, the Contractor shall be required to furnish, remove, or service units as specified in no more than two hours of request. Emergency services shall be available 24 hours per day, seven days a week, as required. Vendor(s) shall provide pricing for on Bid/Proposal Form relating to Emergency Call-Out request.

3. Pricing shall include servicing of the unit at a minimum, twice per week. In the event additional services are required by the user departments, these services shall be considered a separate charge from the usual rental rate charge and shall be so designated and billed.

Servicing shall be defining as cleaning, sanitizing, deodorizing, pumping, and removal of waste in accordance with all state, federal, and local laws. Additionally, servicing shall include removal and disposal of human waste, removal and disposal of trash, repairing any damages, refilling with chemicals, water, hand cleaner, and other consumables where applicable.

All holding tanks for waste products from lavatories of all units shall be completely emptied and thoroughly cleaned and disinfected with an approved disinfectant, which shall be used in sufficient quantities to provide odorless operation during usage.

Clean water storage tanks for lavatories shall be cleaned as necessary and filled to capacity.

D. SALES TAX

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

E. PERFORMANCE

1. The contractor shall have on the job site at least one person fluent in English at all times.
2. The contractor must provide to the MCPS project coordinator telephone number(s) and e-mail addresses of appropriate contacts to allow for day-to-day direct communications and appropriate contact information for emergency after hours contact.
3. Work to be completed in a timely workmanlike manner; fumes, odors, materials and work procedures will be controlled to protect occupants and property from harm and damage and to maintain any program disruptions to a minimum.
4. Contractors and employees:
 - a. Will be required to check in daily at the facilities main office to receive identification badges that shall be worn while on premises. These badges must be returned to MCPS daily.
 - b. Use of any form of tobacco products, liquor and/or illegal drugs is not permitted in MCPS buildings and on grounds.
 - c. Are not to routinely use facility equipment and buildings, i.e., telephone, lounges, toilet rooms, parking lots, etc. The MCPS project coordinator will designate such facilities authorized for Contractor use.
5. All work shall be scheduled to the mutual satisfaction of the School Administration and the MCPS project coordinator to avoid conflicts with school activities.
6. Work area must be left clean and safe after each work day. The contractor must remove all debris generated by the work from the premises daily, adhering to Montgomery County Solid Waste and Recycling Regulation No. 15-04 AM, COMCOR 48.00.03, at no additional cost to MCPS. The contractor shall track all recyclable materials such as metal, concrete, asphalt, cardboard, etc. and provide to MCPS recyclable amounts by weight as requested.
7. All tasks must be performed in strict compliance with the latest local, state and federal regulations having authority. The Occupational Safety and Health Administration Hazard Communication Standards must be followed.
8. Upon completion of all tasks, any damage, as a result of the work shall be restored to condition as good as existed prior to damaging.
9. Failure to perform in accordance with MCPS specifications and industry standards may result in the contractor being removed from the approved bidder list to receive future Invitations for Bid for a period of two years.

10. The contractor shall have an adequate supply of parts/materials on all trucks and stocked at a shop. The contractor's service technicians shall respond to the job site in a well-equipped, well stocked service truck. If the contractor's technician needs to leave the job site to get any additional parts or materials, the contractor shall obtain approval in advance from the appropriate MCPS project coordinator or the hours off of the job site will not be billable or chargeable to MCPS.
11. The contractor shall be responsible for the proper conduct of all employees of the contractor while on the premises. Contractor will not employ any person or persons in or about the premises who shall use improper language or act in a loud or disorderly manner.

F. LATE CHARGES FOR FAILURE TO COMPLETE ON TIME

1. MCPS shall retain \$300.00 per calendar day for each late or missed deliveries and pickups. The late charges shall be assessed by MCPS as a result of contractor not performing as specified.
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.

G. CONDITIONS FOR PURCHASING ELSEWHERE

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

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

H. MCPS PROJECT COORDINATOR

1. The MCPS project coordinators will handle the day-to-day operation and coordination of this contract. Scheduling work on site after an award of contract must be made through the MCPS project coordinator.
2. A list of assigned MCPS project coordinator will be provided to the contractor upon award of this contract.
3. The MCPS project coordinator is authorized to:
 - a. Serve as liaison between MCPS and the contractor;

- b. Give direction to the contractor to ensure satisfactory and complete performance;
 - c. Monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
 - d. Serve as records custodian for this contract;
 - e. Accept or reject the contractor's performance;
 - f. Furnish timely written notice of the contractor's performance failure to the MCPS procurement unit;
 - g. Approve or reject invoices for payment;
 - h. Recommend contract modifications or terminations to the MCPS procurement unit.
4. **The MCPS project coordinator is not authorized to make any determination that alter, modify, terminate or cancel the contract, affect procurement, interpret ambiguities in the contract language, or waive MCPS' contractual rights.**

I. CHANGES IN THE WORK

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

This schedule applies to work done by the prime contractor or by a sub-contractor(s). The prime contractor shall be allowed not more than 8% of the sub-contractor's all-inclusive cost for combined supervision, overhead, bonds fringe benefits, union fee, small equipment, tools and profit for labor materials.
3. The contractor shall furnish supporting documentation with all change order requests for all credits and/or extras. At a minimum, change order requests shall include a description of the work, detailed material lists, costs of materials (actual contractor costs, not list prices), man-hours and rates. The same material costs, man-hours and rates, supervision, overhead and profit shall be applied equally to all credits.

J. GENERAL ASBESTOS INFORMATION**1. Asbestos Free Materials**

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

2. Existing Asbestos Materials

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

K. DAMAGE TO MCPS FACILITIES, BUILDINGS OR GROUNDS

The successful contractor shall repair, or cause to be repaired, at its own expense any and all damage to MCPS facilities, buildings, grounds, equipment, vehicles, or property caused by the successful contractor or employees, sub-contractors, or agents of the successful contractor. Such repairs shall be made immediately after awareness of damage, or notice by MCPS, but in no event more than 30 days after the occurrence.

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

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

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

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

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

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

Each contractor is required to submit, following award of a contract, documentation confirming that its direct employees and those of any subcontractors and/or independent contractors assigned to perform work in a MCPS school facility under the contract meet this obligation. Additionally, the contractor must confirm that it continues to meet this obligation on an annual basis and/or when there are changes in the work-force that the contractor and/or its subcontractors use to perform the work required by the contract.

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

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

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

Fingerprinting for the criminal background check may be performed by the MCPS Office of Human Resources and Development, 45 W. Gude Drive, Rockville, MD 20850, or through another service approved by MCPS. Individuals fingerprinted by MCPS will be required to provide written consent, and MCPS will maintain copies of all records for criminal background checks performed by MCPS. If the contractor uses another service approved by MCPS, the results of the criminal background

check must be provided to MCPS for record keeping. A list of MCPS approved fingerprinting agencies can be found on the Procurement Unit website at

<http://www.montgomeryschoolsmd.org/departments/procurement>.

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

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

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

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

II. DETAILED SPECIFICATIONS

- A. Standard chemical toilets shall be portable, self-contained, and made molded fiberglass or heavy-duty plastic.
- B. American with Disabilities Act (ADA) Compliant portable toilet units.
- C. ADA compliant portable toilet units shall mean units designated accessible for use by persons with disabilities and shall be built in accordance with the current accessibility standards set forth in the ADA Accessibility Guidelines (ADAAG), Uniform Federal Accessibility Standards (UFAS), Fair Housing Act Design Manual, and/or the 2010 ADA Accessibility Standards for Accessible Design, as applicable, in the following specifications. ADA compliant units shall meet all ADA requirements, implementing regulations, and guidelines, latest editions.
- D. ADA compliant units shall be marked with the international symbol of accessibility.
- E. Doorway shall provide a minimum 32" clear width measured with the door open at right angles, and a minimum 80" height clear of any protruding objects such as an overhead door closer. The door shall be self-closing with, no more than 8.5 pounds of pressure, and shall be equipped with a lever latch and screened ventilation grille.
- F. Doors to units shall be provided with a working internal lock with a mechanism that can be operated with a closed fist and without pinching, grabbing, or twisting.
- G. ADA Compliant portable toilet units shall have a holding tank capacity of not less than 45 gallons. This requirement only applies to the accessible units with lavatories.
- H. Handwashing stations shall be a separate stand-alone sink. All handwashing stations shall include a waste receptacle with a lid for paper towel disposal.
- I. All units shall be provided with urinals (except ADA compliant unit).
- J. Standard portable toilets shall have a holding tank capacity of not less than 24 gallons.
- K. Waste receptacles shall be of non-absorbent, acid resistant non-corrosive, easily cleanable material water tight, and shall be roof vented.
- L. Floors and interior walls of the units shall have a non-absorbent finish and should be easily cleanable by contractor.
- M. All units shall be equipped with original equipment and/or manufacturer's replacement parts. Altered or rigged equipment will not be accepted.
- N. All units shall be equipped with a working lock system, an occupied/vacant indicator, and a tissue paper holder that is firmly attached to the unit per manufacturer's specification. The seat cover shall be hinged and in working order. All other equipment shall be in working order.

- O. All units shall be affixed with an identifying number, which will be for identification and location control. Additionally, all units shall have listed, in a conspicuous place, the name, address, and telephone number of the servicing company.
- P. Contractor shall provide portable toilet units that are clean, in excellent condition, free from defects, and without graffiti.
- Q. The contractor shall be responsible for securely placing all units in order to minimize chances of units being blown over or tipped when applicable. The Vendor(s) shall provide tie-down service at the County's request at no additional charge.
- R. In the event of an impending natural disaster, the Vendor(s) shall take necessary precautions to remove units from County location(s).
- S. Contractor shall make all repairs required to ensure the units are serviceable at all times. Minor repairs shall be made onsite when possible. Any unit which cannot be repaired onsite must be exchanged within 24 hours.
- T. The contractor shall replace a unit at any time, for any reason, if requested by the County.

APPENDIX A

Montgomery County Public Schools

CHANGE ORDER FORM

Facility: _____ ☐ New Work ☐ Additional Work

Location of work to be performed: _____

Description of work to be performed: _____

Start Date: ____/____/____ Completion Date: ____/____/____

Total Cost for Change Order: _____

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

(MCPS Representative Approval) (Date)

(MCPS Consultant Approval) (Date)

(Authorized Contractor Representative Acceptance) (Date)

(MCPS Contract Officer Approval) (Date)

APPENDIX B

MCPS EMERGENCY CRISIS PROCEDURE, 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 C

QUOTATION FORM

COMPANY NAME: _____

Bidder shall supply all required information for each line item. Bidders shall submit a price for each line item. No partial bids will be allowed. **DO NOT ALTER THE QUOTATION FORM IN ANY WAY. Failure to comply with the above will be considered non-responsive and disqualify your bid. Prices below are to be all inclusive, including materials and installation labor cost.**

At a minimum, the 8 stations units shall contain the following fixture counts: 4 EA sinks, 6 EA toilets, 2 EA Urinals, Paper Towel Dispensers, Soap Dispensers, Heating & Air Conditioning, Interior Lighting, Exterior Safety Lights, Power Source – 2 EA, 20 AMP NON GFCI Circuits, Fresh Water Tank Capacity - 200-gallons, and Waste Tank 700 gallons.

BASE BID: Prices shall be clearly written. Anything other than a price shall be deemed “no cost to the Owner.”

A. William Tyler Page ES – Cost for 8 Station Bathroom Trailer:

_____ Dollars \$ _____

B. Clarksburg Elementary School – Cost for 8 Station Bathroom Trailer:

_____ Dollar \$ _____

C. Emory Grove Center – Cost for 1 Station Bathroom Trailer:

_____ Dollar \$ _____

TOTAL BID: Items A, B, and C:

_____ Dollars \$ _____

ADD ALTERNATE (if applicable): Prices shall be clearly written. Alternate price will be considered for William Tyler Elementary School and will be utilized for any future order or combination.

Cost for Single ADA Accessible Restroom Trailer:

ADD: _____ Dollar \$ _____