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

INVITATION OR BID # 9924.1

HVAC MAINTENANCE, REPAIR, AND REPLACEMENT SERVICES

GENERAL CONDITIONS AND SPECIFICATIONS

GENERAL CONDITIONS

A. SCOPE OF WORK

The contractor shall provide all labor, supervision, materials, equipment, and tools necessary to service, maintain, repair, and replace HVAC equipment. Systems include but are not limited to air handling units (AHU) variable air volume (VAV), roof top units (RTU), boilers, chillers, rooftop units, heat pumps, dedicated outdoors air systems (DOAS), energy recovery units ERU, variable refrigerant volume (VRV) systems, and associated pneumatic or direct digital controls (DDC) controls.

All work shall be performed in compliance with MCPS specifications herein and the manufacturer's instructions. The successful Contractor(s) will be required to visit various facilities throughout MCPS to develop proposals.

B. INTENT

1. The intent of this IFB is to pre-qualify one or more Bonafide contractors to ensure reliable HVAC operations across MCPS facilities. The contractor should provide ongoing maintenance, rapid repair services, and equipment replacement solutions**.**

2. Only Contractors who are full-service HVAC contractors regularly engaged in this trade will be considered.

3. After MCPS evaluation, one or more Bonafide contractors will be selected based on their submissions and pre-qualified to participate in providing proposals for future HVAC services adhering to all terms, conditions and detailed specifications herein.

4. **Proposals offered for future projects by the authorized Contractors 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 proposals when 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 will furnish and install any additional items required by the same, whether particularly shown or specified. Any items or requirements noted herein more than code requirements and permitted under the code shall take preference. All deliveries must be prepaid FOB destination. 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 future projects under this contract to only Pre-qualified Contractors, based on their submissions and future submittals of the most favorable offers. Consideration will be given to any previous project performance for the Board of Education as to quality of service, acceptable merchandise, and regarding the Contractor's ability to perform should the individual projects be awarded. However, the Board of Education reserves the right to make awards according to the best interest of MCPS. In addition, the Board reserves the right to remove or add items to the specifications as our requirements change, as well as add Contractors throughout the contract term, should a need arise, that cannot be facilitated by an awarded Contractor. **Awards are contingent upon the availability of funds**.

2. Wherever the term "provide" is used, it shall mean "furnish and install in place, complete in all detail".

D. SCHEDULE

1. Following Board of Education approval of the pre-qualified Contractors, the MCPS Department of Facilities Maintenance Project Coordinator (the 'Project Coordinator') will coordinate mandatory site inspections for proposal development. When a site inspection is required, the Project Coordinator will notify each pre-qualified Contractor in writing at least two (2) business days in advance. During the inspection, the Project Coordinator will provide the scope of work, project schedule, and all other pertinent information necessary to submit a proposal.

2. All pre-qualified Contractors interested in supplying a written proposal shall do so within five business days after the MCPS scheduled project site inspection meeting. The IFB hourly rates will be used for work not specified in any giving project. Contractors shall list each hourly rate and quantity used to develop the proposal individually on each proposal. The proposal prices offered shall be all-inclusive. All proposals shall list labor rates, the total cost for labor, material cost, and shall include completion date for each project.

3. **Start and completion dates MUST be identified on each proposal.** No work shall commence without MCPS' approval. A purchase order issued and signed by the Director of the Department of Procurement will be the Contractor's authorization to proceed with an approved proposal. All work is to be completed on or before the stated completion date, identified and accepted on each proposal. This includes, but is not limited to, final inspections by the MCPS Project Coordinator, all cleaning tasks, 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 Section I. Contract Administration.)**

4. Contractor shall take into consideration that some school activities will be taking place (administration and special activities) while work is being performed. 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 Contractor shall anticipate these occurrences in their proposals, and no changes in amounts or completion date will be made for such occurrences. The intent is to have each project performed without closing the building during regular weekday hours. **Contractors shall plan for the possibility that work may be performed over a weekend or at night, so as not to affect the building usage and to satisfy the completion dates.**

5. Normal Work Periods

   Work may be performed **Monday through Friday, 6:30 A.M. through 7:00 P.M.** (MCPS building service staff are normally on-site during these hours.) Changes may be made **only** by obtaining approval in advance from the MCPS Project Coordinator. Contractor(s) must make prior arrangements for building access beyond the normal working hours of school building service staff. **An authorized MCPS staff person shall be in attendance in the building whenever any Contractor is in the building.**

6. The Contractor shall maintain an adequate labor force on the worksite from the start of the project until the completion to satisfy the schedule. MCPS expects the work to proceed uninterrupted regarding 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.

E. CONTRACT TERM

The term of the contract shall be for one year as stipulated by the IFB. However, the contract may not begin until after approval by the Board of Education and will conclude as stated under the contract term. MCPS reserves the right to extend this contract for up to five additional one-year terms. A written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful Contractors 90 days prior to the expiration of each contract term. The contractor will have 10 days from the date of notification to return the notice acknowledging its intent to accept or reject the extension. Once the response is evaluated, MCPS staff may make a recommendation to the Board of Education to extend this contract or decide to rebid. If the contract is extended by the Board of Education, a contract amendment will be issued.

F. QUANTITIES

MCPS shall not be obligated to purchase any specific quantity. Assigned projects are dependent upon the current requirements of MCPS and on budgetary limitations. Orders will be placed from time to time throughout the contract term.

G. 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 due to new MCPS requirements.

3. The Contractor shall have at the worksite, a reasonable number of materials that will allow them to quickly secure the work area and/or secure buildings as required for the type of work being performed.

H. WARRANTY

1. The specifications require that all workmanship and materials should be guaranteed for two years. Final payment will be made once the project is complete and accepted by the MCPS Project Coordinator for each project. The warranty shall begin once the MCPS Project Coordinator has approved the Contractor's final invoice for payment.

2. Warranty shall provide for the replacement of defective materials plus installation and labor. Any warranty claim made by MCPS prior to the expiration of said warranty shall be satisfied even if the warranty has subsequently expired. Failure of a Contractor to provide satisfactory warranty service to MCPS will be grounds for exclusion from future solicitations.

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. Upon completion of the projects, the point of contact may change between MCPS and the Contractor when identifying and resolving any warranty claims during the warranty period.

I. BRAND NAMES

1. Commodity descriptions that state "Only a specified brand will be considered" are brands that have been evaluated and tested for inclusion on this IFB and are the only brands acceptable at this time. **No substitutions will be accepted.** Other brands will be evaluated and tested for future projects by MCPS if materials are submitted at no cost to MCPS. Forward samples/information to Montgomery County Public Schools, Department of Facilities Maintenance, **Testing normally requires a minimum of 60 workdays to complete; therefore, your samples/materials for testing may be approved for future projects if the evaluation is satisfactory.**

2. The brand name, code, or model number on each item being offered, even if bidding the specified brand shall be provided. If a brand and code or model number is not shown, your IFB may not be considered.

3. If an item specification shows code or model numbers that have been discontinued, the bidder shall so state and indicate the current code or model number.

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

2. Existing Asbestos Materials

MCPS shall be responsible for all asbestos abatement tasks as may be required regarding existing materials on site. Any questions concerning asbestos materials shall be directed to the IAQ Team Leader at 301-926-4378.

K. DEVIATIONS

All offers meeting the intent of the request will be considered for award. Contractors 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 IFB. If these deviations are of a technical nature, the Contractor shall supply the manufacturer's description of the deviation. The absence of such a sheet shall indicate that the Contractor has taken no exception and shall be held responsible for performing in accordance with the terms, conditions, and specifications as stated herein.

L. eMARYLAND MARKETPLACE ADVANTAGE

Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace Advantage. Registration with eMaryland Marketplace is free. It is recommended that any interested supplier register at https://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.

M. DELIVERY, STORAGE, AND HANDLING

1. The Contractor shall store all materials and equipment exclusively in areas designated by the MCPS Project Coordinator. The Project Coordinator will coordinate with school staff and the Contractor to identify appropriate staging areas prior to the start of work.

2. MCPS will not be held responsible for any material stored at job sites; it is the contractor's responsibility to arrange for securing their materials and equipment.

N. MANDATORY SUBMISSION

1. IFB Documents

One original and one copy of the IFB submissions are requested. The cover page of each copy must be clearly marked original or copy. Contractors may wish to reproduce and retain an additional copy for their files. Proposals must contain all required information to be considered responsive.

2. Quotation Form

a. Quotations are to be entered on the Item Specifications Sheet, **APPENDIX F. Faxed responses are not acceptable. SEALED IFB ONLY.**

b. **Contractors shall submit a separate price for each item listed on the Item Specification Form. Submission of one price for all the items without indicating a price per item shall be considered non-responsive and will invalidate the IFB.** Prices offered shall be valid for acceptance during a period of no less than 90 days from the date of IFB opening.

5. **Addenda/Errata**

Changes and addenda to a solicitation may occur prior to the IFB 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 Department of Procurement 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 IFB being deemed non-responsive and consequently rejected.

6. **Licenses/Certifications to be Submitted with IFB Response**

Copies of valid licenses must be submitted with the IFB response. Failure to provide licenses may disqualify your response.

a. Maryland Tax Liability Licenses

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

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

- Maryland Home Improvement Commission License: This type of license is issued through the State of Maryland, Department of Labor, Licensing and Regulations, Maryland Home Improvement Commission. For further information, and to locate the closest office go to www.DLLR.state.md.us or call 410-230-6309.

7. Minority Business Enterprise in Public Schools are encouraged to participate in this solicitation

O. INQUIRIES

Inquiries regarding this solicitation must be submitted **in writing**, to Laly Bowers, Senior Buyer, Montgomery County Public Schools, 45 West Gude Drive, Suite 3100, Rockville Maryland 20850, email to Laly_A_Bowers@mcpsmd.org and procurement@mcpsmd.org Questions must be received no later than four business days prior to IFB opening for the bidder to receive a reply prior to submitting its IFB. 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 IFB. The MCPS Department of Procurement website address is https://www.montgomeryschoolsmd.org/departments/procurement/staff.aspx

Subsequent to the award if the bidder finds any discrepancy or omission and has questions of MCPS's intent, prior to performing work, they shall notify the MCPS project manager and the Procurement Buyer by email to resolve and receive clarification.

P. SPECIAL CONDITIONS

1. Audit Provisions – MCPS shall have the right to examine the successful bidder(s) records pertaining to work performed under the contract to determine and verify their compliance with all contractual conditions. MCPS shall be granted access to such records at all reasonable times during the contract period and for three years thereafter.

2. Contingent Fee – The successful bidder(s) hereby represents that they have not retained anyone to solicit or secure this contract from MCPS upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for bona fide employees or bona fide established commercial selling agencies maintained by the person so representing for the purpose of securing business, or any attorney rendering professional legal services consistent with applicable canons of ethics.

3. Assignments – Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the successful vendor except as expressly authorized in writing by MCPS and no contract shall be made by the successful vendor 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.

Q. CONTRACTOR'S OBLIGATION REGARDING CRIMINAL RECORDS OF INDIVIDUALS ASSIGNED TO WORK IN MCPS FACILITIES

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

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

Effective July 1, 2015, amendments to §6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system may not knowingly assign 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 the 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 workforce that the contractor and/or its subcontractors use to perform the work required by the contract.
   Violation of this provision is a material breach of contract for which MCPS may take appropriate action up to and including termination of the contract.

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

Under recent amendments to § 5-551 of the Family Law Article of the Maryland Code, each contractor and subcontractor shall require that any individuals in its workforce 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 "workforce" 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 the 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 workforce 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 MCPS.

II. CONTRACT ADMINISTRATION

A. PRE-CONSTRUCTION MEETING

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

2. Documents required elsewhere in this solicitation, such as service and warranty agreements, shall be provided at this meeting.

3. Issues raised during this meeting that cannot be resolved to the satisfaction of MCPS will be reason to reject the proposal response and to consider the next responsive contractor.

B. POST AWARD SUBMISSIONS

1. The Contractor may be required to supply **within 48 hours** after MCPS requests, applicable business and Contractors licenses, master licenses for trades appropriate for work to be performed, etc., as required to allow MCPS time for contractor evaluation. **Failure to supply a copy as specified may disqualify your proposal.**

2. Sub-Contractors

   a. **MCPS must approve all sub-contracting work in advance**; 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) in which they do not specialize, e.g., electrical, mechanical and/or plumbing, etc. The contractor shall supply a complete list of all sub-contractors and the cost of their work for evaluation by MCPS. This list must be submitted within two workdays after MCPS makes the request. **Failure to do so will be grounds for termination.** The Contractor shall be responsible for ensuring that all proposed sub-contractors are in good standing with MCPS and have a minimum of five years of experience performing the type of work they will be performing under this IFB/contract and possess appropriate licensing.

   b. MCPS shall notify the Contractor **in writing** if, after due investigation, there is a reasonable objection to any of the proposed sub-contractors. Failure of MCPS to make an 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 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 satisfactory perform the work in timely fashion is the Contractor's responsibility and not that of MCPS.

d. All work must be performed by a bona-fide licensed trade person.

3. Minority Business Enterprise (MBE) in Public Schools

Certified Minority Business Enterprises are highly encouraged to respond to this solicitation.

4. Submit Evidence of Insurance

a. Insurance

See Article XXI of the General Stipulations and Instructions to Bidders. The successful Contractor(s) shall submit an actual certificate of insurance made in favor of MCPS within five workdays after an award of IFB/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 Department of Procurement, Montgomery County of Board of Education shall be the insurance certificate holder.

5. Invoicing

a. Bidder shall submit invoices preferred electronically, via email or regular mail to the Project Coordinator assigned to each project unless otherwise requested for payment approval. **All invoices shall identify with pertinent information such as purchase order number and building name where work was performed.** The MCPS Project Coordinator shall submit invoices and receiving reports in a timely manner to the Division of Controller to process payments and shall specify final or partial payments.

b. **MCPS is not obligated to make any partial payments**. However, partial payments may be considered based upon the Contractor's justification of expenditures and satisfactory work performed up to 75% of the total contract 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 completed in all detail as specified and accepted by the MCPS Project Coordinator.

6. Permits & Inspection

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 inspections required and deliver them to the MCPS Project Coordinator. All required permit certificates and related documentation shall be submitted to the MCPS Project Coordinator for approval prior to final payment.

The Contractor 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.

C. MARYLAND BUY AMERICAN STEEL ACT

Steel purchased under this IFB 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 a single purchase that is composed of at least 10,000 pounds of steel products. More detailed information can be found at: **http://www.dsd.state.md.us/comar/AnnotCodeIdx/StateFinProcIndex.htm** it is the bidder's responsibility to be in compliance as required if purchasing steel in excess of 10,000 pounds.

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 the Contractors or Builders to be used for the construction, repair, or alteration of real property Sales tax, as applicable, shall be included in any IFB made to the Board of Education of Montgomery County, Maryland.

E. PERFORMANCE

a. MCPS anticipates that work will usually occur during normal business hours. However, some projects may require the Contractor to perform work other than during normal business hours. this will be handled on a case-by-case basis

b. The Contractor(s) may be asked to provide services for multiple school sites concurrently. The Contractor must provide an estimate of the number of site installations they can support at one time.

c. **The Contractor shall have on the job site at least one person fluent in English at all times. All employees shall have and wear an MCPS badge at all times.**

d. The Contractor(s) must provide to the MCPS Project Coordinator cellular telephone numbers and email addresses of project managers to allow for day-to-day direct communications.

2. Work is 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.

3. The Contractor shall furnish an experienced, on-site supervisor who shall remain in charge of the work and always provide continuous direction to the crew. Prior to the start of each project, the Contractor shall submit a roster of all assigned personnel to the MCPS Project Coordinator. The assigned supervisor and crew must remain consistent throughout the duration of the project; any proposed personnel changes after work has commenced require prior written approval from the MCPS Project Coordinator before the replacement employee reports to the job site.

4. The Contractors and employees:

   a. Contractors shall have all employees complete the fingerprint and background check, so they can receive a MCPS badge. All workers will be required to check in daily at the facility's main office to receive identification badges that shall be worn while on premises.

   b. Use of any form of tobacco products, liquor, and/or illegal drugs is not permitted in MCPS buildings and on grounds.

   c. May not routinely use facility equipment and buildings, i.e., telephone, lounges, toilet rooms, parking lots, etc. The MCPS Project Coordinator will designate such facilities as 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 shall be left clean and ready for use after the installation. The Contractor must remove all debris generated by the work from the premises daily adhering to **Montgomery County Solid Waste and Recycling Regulation NO. 15-04 AM, COMCOR 48.00.03.** The Contractor shall track all recyclable materials such as metal, concrete, asphalt, cardboard, etc., and provide MCPS recyclable amounts by weight.

7. Installation shall be performed in strict compliance with the latest local, state, and federal regulations having authority. The Maryland Occupational Safety and Health Administration Hazard Communication Standards and the Occupational Safety and Health Administration Hazard Communication Standards must be followed.

8. Upon completion of all work, any and all damage to the school building and grounds because of the work shall be restored to a condition as good as existed prior to damage.

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 participate in future solicitations for a period no less than two years.**

F. CHANGES IN THE WORK

1. Should it be desired to make alterations or changes at any time during the progress of the work or to add to or delete work, MCPS shall have the undisputed right to make such changes, additions, omissions, or alterations by written order. An MCPS CHANGE ORDER FORM under **APPENDIX B** must be completed and signed by both MCPS and Contractor's authorized representative as identified on the form. 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 the contract will be paid without a complete Change Order Form signed by both parties. ***Approved Change orders do not automatically revise completion dates*.** It is the Contractor's responsibility to provide a written request for an extension, with an explanation of justification as they deem necessary. Using approved orders as the rationale for not completing on time will not be accepted without an MCPS approved extension. If work is performed without MCPS authorization and/or written Change Order, the contractor will be subject to reversing said work, or work and/or materials should remain at no cost to MCPS. This shall be solely at MCPS' discretion.

2. The allowable, "all inclusive" mark-up for combined overhead, bonds, fringe benefits, union fees, 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:

Value of Work	Combined Overhead & Profit
$0 - $1,000	20%
$1,001 - $4,999	18%
$5,000 - $9,999	14%
$10,000 - $24,999	12%
Over $25,000	Negotiated and approved by MCPS prior to commencement of work

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 overhead, bonds, fringe benefits, union fees small equipment, tools, and profit for labor, materials.

3. The Contractor shall furnish supporting documentation with all Change Order requests for all credits and/or extras. At a minimum, change order requests shall include a description of the work, detailed material lists, cost of materials (actual Contractor costs, not list prices), man-hours and rates. The contractor shall not use any sub-contractor that is not willing to provide an itemized proposal as required by MCPS. The same material costs, man-hours and rates, supervision, overhead, and profit shall be applied equally to all credits.

G. LATE CHARGES FOR FAILURE TO COMPLETE ON TIME

1. MCPS will retain $500.00 per calendar day of delay beyond the completion date stipulated on each accepted proposal, for the first five days. MCPS shall retain $1,000.00 for each calendar day

thereafter. The late charges shall be assessed by MCPS because of the late completion. This shall apply if the Contractor fails to meet any specified target date as identified herein unless a written approval for an 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 IFB/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 proposal/contract time limit, both the Contractor's and the Sub-Contractor's workforces shall work overtime without additional cost to the proposal/contract price. The Contractor shall be responsible for all incidental cost in connection with such overtime work including, but not limited to, MCPS building service overtime required.

4. If work falls behind schedule, as determined by the MCPS Project Coordinator, the Contractor shall provide, at their own expense, additional labor and/or equipment, overtime pay, etc., as required to overcome delays including, but not limited to, MCPS building service overtime as required.

5. The MCPS Contract Officer will review requests for extension of completion time due to strikes, lack of materials, and/or any other condition, over which the Contractor has no control. A 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 a detailed proof for each such delay. The delay with MCPS issuing a purchase order does not automatically alter any completion dates. If in the Contractor's view, the delay of a purchase order has 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 the final written approval of the MCPS Contract Officer. No requests for an extension due to weather conditions will be considered unless accompanied by documentary evidence supplied by 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 an 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 the money owed.**

H. CONTRACTOR'S OVERTIME PROCEDURE

If the Contractor chooses to work overtime for any reason and secures approval from the Project Coordinator to do so, the Contractor shall be responsible for any associated costs including MCPS building service staff, etc. The building service staff overtime rate is $45.00 per hour. All overtime work must be requested, **in writing,** to the MCPS Project Coordinator, at least 48 hours in advance. This will allow MCPS staff sufficient time to coordinate the required building service staff participation. The Overtime Reimbursement Agreement under **APPENDIX C** must be completed and signed by MCPS and the Contractor before the work is to be performed. The request must identify the dates and

times the Contractor proposes to work. Without written request and the Overtime Reimbursement Agreement, MCPS will not approve any overtime.

I. MCPS PROJECT COORDINATOR

1. The Division of Facility Maintenance Director (DFM) will represent MCPS in the execution of this contract. No changes in contract conditions or specifications will be made without the DFM director's approval and authorization by the director of the Department of Procurement or the authorized designee.

2. After the award the MCPS Maintenance Director will assign a Project Coordinator who will handle day-to-day operation and installation coordination of each project. Scheduling work onsite must be done through the MCPS Project Coordinator copy to the Department of Procurement.

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 director of Maintenance and the director 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 director of the Department of Facilities Maintenance with copies to the director of the Department of Procurement;

4. The MCPS Department of Facilities Maintenance staff are **not authorized** to make any 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.

J. QUALITY ASSURANCE

1. The Contractor shall perform all work in accordance with the manufacturer's instructions/procedures and MCPS specifications herein. All Contractor(s) responding to this IFB shall have been in business and be regularly engaged in the type of work, which is specified herein, for a minimum of five years. **Work performed under this contract shall be performed with**

bona-fide, full-time employees of the successful Contractor. If part-time Sub-Contractors are used, they must be pre-approved by the MCPS Project Coordinator. Appropriately licensed trade persons shall perform all trade work. A copy of these licenses must be submitted to MCPS prior to performing any work.

K. 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 proposed **completion date** to afford the Contractor time to rectify punch list corrections. Before calling for a punch-out, work 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 will be prepared by the Contractor and submitted to MCPS within five workdays

2. The Contractor shall notify the MCPS Project Coordinator, **in writing,** for a final inspection once all related punch list items have been completed. All punch-out and final 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.**

3. The Contractor is entitled to one punch-out inspection and one final inspection for each proposal under the terms of the contract with MCPS. Any additional inspection by MCPS staff due to the Contractor's failure to complete the punch-out items will result in deductions in costs incurred by MCPS for such inspections from the Contractor's final invoice.

4. The Contractor shall provide written warranty statements indicating the start and end of warranty dates to be signed by both the Contractor and the MCPS Project Coordinator. The starting date shall be the date the final invoice for payment to the Contractor is signed and approved by the MCPS Project Coordinator.

A. HVAC SERVICE, REPAIR, AND REPLACEMENT PROGRAM

Montgomery County Public Schools (MCPS) is soliciting proposals from qualified firms to provide comprehensive heating ventilation air conditioning (HVAC) service, repair, and replacement services district-wide. Services shall include preventive maintenance, emergency response, system diagnostics, equipment repair, and full replacement HVAC systems as required.

1. Intent

The intent of this RFP is to establish a multi-year contract with one or more qualified contractors to ensure reliable HVAC operations across MCPS facilities. The contractor shall provide ongoing maintenance, rapid repair services, and equipment replacement solutions.

2. Scope of Services

The contractor shall provide all labor, supervision, materials, equipment, and tools necessary to service, maintain, repair, and replace HVAC equipment. Systems include but are not limited to air handling units (AHU) variable air volume (VAV), roof top units (RTU), boilers, chillers, rooftop units, heat pumps, dedicated outdoors air systems (DOAS), energy recovery units ERU, variable refrigerant volume (VRV) systems, and associated pneumatic or direct digital controls (DDC) controls.

3. Service Requirements

Preventative maintenance inspections and services

1.- Troubleshooting and diagnostics
2.- Repairs and parts replacement
3.- Full system replacement
4.- Emergency response within 2 hours
5.- 24/7 on-call availability

4. Staffing Requirements

The contractor shall employ licensed HVAC technicians, including journeyman and master-level personnel. Contractors must demonstrate ability to support multiple sites simultaneously.

5. Replacement Program

The contractor shall evaluate non-repairable equipment and submit replacement proposals including scope, pricing, schedule, and energy-efficient alternatives. All replacements must meet current codes and standards.

6. Service Level Requirements (SLAs)

1. Emergency response: within 2 hours
2. Routine service: within 24 hours
3. Proposal for replacement will be solicited by notice to contractor (NTC)
4. Completion timelines: mutually agreed

7. Pricing Proposal - See Quotation Form and Item Specifications

8. Evaluation Criteria

Selection will be based on completeness, qualifications, experience, references, and pricing.

9. Proposal Submission

Proposals must include technical response, pricing, references, and financials. Submission instructions will follow MCPS procurement requirements.

10. Additional Repairs / Proprietary HVAC System Requirements

1. Certain HVAC equipment, building automation systems (BAS), energy management systems (EMS), direct digital controls (DDC), chiller and boiler controls, variable frequency drives (VFDs), monitoring platforms, communication networks, and associated equipment may contain proprietary hardware, software, firmware, licenses, or manufacturer-specific technologies that require diagnostics, programming, commissioning, repair, or service by a manufacturer-authorized representative or specialized third-party service provider.

2. When the awarded Contractor determines that work must be performed by a manufacturer, original equipment manufacturer (OEM), controls vendor, or authorized third-party service provider due to proprietary HVAC system requirements, the Contractor shall comply with the following:

3. Prior Approval Required

The Contractor shall obtain written approval from MCPS prior to engaging any OEM representative or third-party service provider, except in emergency situations where immediate action is necessary to restore heating, cooling, ventilation, indoor air quality, building operations, or address life-safety concerns.

4. Justification for Proprietary Service

The Contractor shall provide documentation demonstrating that the work requires proprietary software access, licensed programming tools, factory-authorized programming, manufacturer certification, warranty compliance, specialized equipment, or other requirements that cannot reasonably be performed by the Contractor's own personnel.

5. Open Book Pricing

The Contractor shall submit all supporting quotations, invoices, labor rates, material costs, travel expenses, software license fees, and other associated charges from the proprietary service provider for MCPS review and approval.

6. Pass-Through Costs

All costs charged by the manufacturer, controls vendor, OEM, or authorized third-party service provider shall be passed through to MCPS at actual cost. Markups shall be limited to the combined overhead and profit percentages identified below.

B. COST

Maximum Allowable Combined Overhead and Profit

Cost of the Work	Maximum Combined Overhead and Profit
$0 - $999	20%
$1,000 - $4,999	18%
$5,000 - $9,999	14%
$10,000 - $24,999	12%
Over $25,000	To be negotiated and approved by MCPS prior to commencement of work

1. **Cost Control Requirements**

   The allowable overhead and profit percentages shall be inclusive of all Contractor administrative costs, project management, scheduling, supervision, coordination, procurement effort, and related expenses associated with managing proprietary service providers.

2. **Prohibition of Layered Markups**

   No additional markups, administrative fees, processing fees, handling charges, or multiple-tier subcontractor markups shall be permitted beyond the approved combined overhead and profit percentages listed above.

3. **MCPS Right to Purchase in the open market**

   MCPS reserves the right to procure proprietary services directly from the manufacturer or authorized service provider when determined to be in the best interest of the school system with respect to cost, schedule, warranty protection, or operational needs.

4. **Failure to Comply**

   Costs incurred without prior approval, adequate supporting documentation, or compliance with the requirements of this section may be deemed non-reimbursable by MCPS.

5. **Verification of Proprietary Requirements**

   The Contractor shall not designate a system as proprietary solely for convenience or preference. MCPS reserves the right to independently verify proprietary service requirements with the equipment manufacturer and may solicit competitive pricing from authorized service providers whenever available.

6. This section is intended to ensure the proper servicing of proprietary systems while maintaining transparency, accountability, and cost control for all manufacturer-authorized and third-party service work performed under this contract.

C. PREVENTIVE MAINTENANCE SCHEDULE

The Contractor shall provide for specific schools upon request a comprehensive preventive maintenance (PM) program designed to maximize equipment reliability, extend equipment life, improve energy efficiency, reduce emergency repairs, and maintain occupant comfort. The Contractor shall provide all labor, supervision, tools and testing equipment. All consumable materials such as filters and belts to be provided by MCPS.

a. General Requirements

1. Develop and maintain a preventive maintenance schedule for all covered HVAC equipment and systems.
2. Coordinate maintenance activities with MCPS facilities personnel to minimize disruption to school operations.
3. Provide written service reports following each maintenance visit documenting inspections, findings, deficiencies, repairs performed, recommendations, and equipment condition.
4. Record equipment operating data and trend performance indicators.
5. Immediately notify MCPS of any safety concerns, code violations, or equipment conditions that may result in system failure.
6. Maintain electronic maintenance records accessible to MCPS upon request.
7. Follow manufacturer recommendations and industry best practices, including ASHRAE standards where applicable.

b. Monthly Preventive Maintenance Tasks

The Contractor shall perform monthly inspections and maintenance as applicable to installed equipment, including:

Air Handling Units (AHUs) and Rooftop Units (RTUs)

1. Inspect filters and replace as required.
2. Inspect belts, pulleys, and sheaves.
3. Check motor operation and amperage.
4. Inspect bearings and lubrication points.
5. Verify proper airflow.
6. Inspect drain pans and condensate drains.
7. Check safety controls and alarms.

Heat Pumps and Split Systems

1. Inspect refrigerant pressures and temperatures.
2. Check electrical connections.
3. Inspect coils for cleanliness.
4. Verify thermostat operation.
5. Check condensate removal systems.

Variable Air Volume (VAV) Systems

1. Verify damper operation.
2. Check actuator functionality.
3. Inspect sensors and controls.
4. Confirm airflow setpoints.

Direct Digital Controls (DDC)

1. Verify communication with building automation systems.
2. Review alarms and trend logs.
3. Test control sequences.
4. Inspect control panels and wiring.

c. Quarterly Preventive Maintenance Tasks

The Contractor shall perform the following quarter-annually:

1. Replace or clean air filters as required.
2. Inspect and clean evaporator and condenser coils.
3. Verify calibration of sensors and thermostats.
4. Inspect electrical disconnects and starters.
5. Inspect ductwork for damage or air leakage.
6. Test safety devices and limit controls.
7. Verify proper operation of energy recovery equipment.
8. Review system performance and energy consumption trends.

d. Semi-Annual Preventive Maintenance Tasks

The Contractor shall perform the following twice annually:

Boilers

1. Inspect burners and combustion systems.
2. Verify safety controls.
3. Test low-water cutoffs.
4. Inspect flue systems.
5. Check pumps and associated equipment.

Chillers

1. Inspect compressors and associated components.
2. Verify refrigerant levels.
3. Inspect controls and safeties.
4. Record operating parameters.
5. Check lubrication systems where applicable.

Energy Recovery Units (ERU) and Dedicated Outdoor Air Systems (DOAS)

1. Inspect recovery wheels or cores.
2. Verify outdoor air quantities.
3. Inspect dampers and actuators.
4. Inspect frost protection controls.

e. Annual Preventive Maintenance Tasks

Annually, the Contractor shall perform a comprehensive inspection and service of each HVAC system, including:

Air Handling Systems

1. Replace all designated filters.
2. Clean coils and drain systems.
3. Inspect and test motors.
4. Inspect mechanical and structural components.
5. Verify system balancing and airflow.

Chillers

1. Perform complete operational inspection.
2. Conduct oil analysis if recommended by manufacturer.
3. Test safety shutdown devices.
4. Verify efficiency and performance parameters.

Boilers

1. Conduct combustion analysis.
2. Inspect heat exchangers.
3. Verify operating efficiencies.
4. Perform safety inspections.

Controls and Automation Systems

1. Test all control sequences.
2. Verify network communications.
3. Calibrate sensors and critical devices.
4. Update control software and firmware as required.

Variable Refrigerant Volume (VRV) Systems

1. Inspect refrigerant circuits.
2. Check indoor and outdoor units.
3. Verify communication networks.
4. Conduct leak detection testing.

f. Seasonal Start-Up and Shutdown Services

Cooling Season Start-Up

Prior to each cooling season, the Contractor shall:

1. Prepare chillers, cooling towers, and associated equipment.
2. Verify refrigerant systems.
3. Test cooling controls and safeties.
4. Confirm proper operation under load conditions.

Heating Season Start-Up

Prior to each heating season, the Contractor shall:

1. Inspect and test boilers and heating equipment.
2. Verify combustion performance.
3. Test heating controls and safeties.
4. Confirm readiness for winter operation.

Seasonal Shutdown

1. Properly secure equipment not operating during a given season.
2. Drain or protect systems subject to freezing.
3. Document shutdown procedures and conditions.

g. Equipment Condition Assessments

The Contractor shall provide annual condition assessments identifying:

1. Equipment age and expected remaining useful life.
2. Major deficiencies and reliability concerns.
3. Recommended capital replacement priorities.
4. Energy efficiency improvement opportunities.
5. Estimated replacement budgeting requirements.

h. Preventive Maintenance Deliverables

The Contractor shall provide:

1. Annual preventive maintenance schedule.
2. Completed maintenance reports for each visit.
3. Deficiency and corrective action reports.
4. Annual equipment condition assessment report.
5. Recommendations for equipment replacement, modernization, and energy efficiency improvements.

APPENDIX A

MCPS EMERGENCY/CRISIS PROCEDURES SHELTER/LOCKDOWN

Emergency Preparedness Procedures
Key Points for Lockdown-Evacuate-Shelter (LES)

Lockdown

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

Persons authorized to call a *Lockdown*

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

Lockdown Alert – Staff Guidance

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

Evacuate

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

Fire Evacuation

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

Directed Evacuation

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

Shelter

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

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

Persons authorized to call a Shelter alert

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

Public Safety Shelter Alert- Staff Guidance

When the administrator announces a Public Safety Shelter alert:

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

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

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

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

Outside Hazardous Material Release Alert Staff Guidance

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

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

Parent/Child Reunification

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

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

Firearms

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

Bomb Threat Assessment

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

Bomb Threats Call Trace

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

Bomb Threat Sweep/Scan

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

Hazardous Material Spills

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

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

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

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

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

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

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

APPENDIX B

Montgomery County Public Schools
Department of Facilities Maintenance

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 Representative Approval) Title (Date)

_____ _____

(MCPS Contract Supervisor Approval) Title (Date)

APPENDIX C

Montgomery County Public Schools
Department of Facilities Maintenance

OVERTIME REIMBURSEMENT AGREEMENT

Facility: _____

Contractor: _____

Description of work to be performed: _____

_____

_____

_____

Date: _____ Hours Required: _____

Date: _____ Hours Required: _____

Date: _____ Hours Required: _____

Date: _____ Hours Required: _____

Date: _____ Hours Required: _____

Date: _____ Hours Required: _____

Date: _____ Hours Required: _____

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

_____ _____
(MCPS Representative Approval) (Date)

_____ _____
(Authorized Contractor Representative Acceptance) (Date)

_____ _____
(MCPS Contract Officer Approval) (Date)

_____ _____
(MCPS Dept of Procurement Approval) (Date)

APPENDIX D
MONTGOMERY COUNTY PUBLIC SCHOOLS

HVAC Contractor's Pre-Qualification Questionnaire

The response to this questionnaire will be one of the components utilized to evaluate and select MCPS approved Contractors and their eligibility to provide proposals to service HVAC equipment under this IFB for Montgomery County Public Schools (MCPS). All bidders shall complete this questionnaire, even if the bidder is currently on the MCPS qualified list. Failure to complete the entire questionnaire shall disqualify the bidder's IFB response.

THIS QUESTIONNAIRE MUST BE NOTARIZED PRIOR TO SUBMITTING.

Contractors must submit their response to the questionnaire at the date and time identified herein for the IFB opening. They shall include all documentation requested and/or other data, which will establish the Contractor's qualifications to provide services described in this IFB for MCPS. Submittals provided and your responses shall be in the same order as on the questionnaire. Contractors who are not pre-qualified under this IFB process will not be eligible to submit proposals.

Interested Contractors must respond to the following questions and provide all the data/submittals as requested herein. When adding separate sheets, identify what category the information is related to e.g., Contractor Information, Financial, Qualifications, etc. **Failure to provide the information will result in no consideration of your company.**

The Contractor's qualification will be based on the information included in the response only.

I. Contractor Information

Contractor shall provide the following information and/or documentation:

1. Legal name, address, email address, and telephone/fax numbers of Contractor:
   _____
   _____
   _____

2. Full name and title of Principal Owner(s) and telephone, email addresses:
   _____
   _____
   _____

3. Maryland Representative's name, title and address (if different than above)
   _____
   _____
   _____

4. Type of Business:

   a. Under the laws of what state is your Company incorporated?
      _____

b. Is your company certified to do business in the State of Maryland?

_____

c. Maryland's license number (attached copy of your current license).

_____

5. Number of Years in Business under the current name of your Company?

_____

6. Federal and Maryland Tax Id Number"
Federal:_____ Maryland:_____

7. Provide a list of major assets such as vehicles, equipment used for servicing and installation that is owned by your organization, giving the value and age. (If not fully owned and in the process of purchasing i.e., financing, so state).

_____
_____
_____
_____

8. List any legal action taken against your company for any HVAC projects you have failed to complete. Explain each incident. If this is not applicable to your firm indicate not applicable (N/A.)

_____
_____
_____
_____

Each incident will be reviewed as to severity and nature.

9. Maximum dollar amount of concurrent contracts your company can manage.

_____

_____

III. Qualification/Experience

1. Provide the number of employees currently on your payroll for both full-time and seasonal part-time.

   _____

2. Provide a detailed summary on a separate sheet of paper identifying the names, titles, years of experience in the HVAC trade and other pertinent qualifications and experience of project managers in your organization that will be assigned to MCPS projects.

3. Identify and provide any special qualifications/certifications of firm members.

   _____

IV. References

Provide a list of references on a separate sheet of paper for projects performed by your firm over the past twelve months that were more than $100,000. Provide at a minimum with the following related information; Business Name, Contact Person, Address, Email Address, Phone Number, Project Name/Number, etc.

V. Evaluation/Approval Criteria

The responses to this portion of the IFB will be evaluated on its content, completeness and orderliness and combined with other criteria required under the IFB.

VI. Contractor Certification

Is any member of your organization employed by MCPS or in any way officially connected with the School System? If yes, explain on a separate sheet of paper.

_____

Any member of the Board of Education of Montgomery County Public Schools, Administrative, or Supervisory Personnel or any other MCPS' employees have any interest in your organization? If yes, explain on a separate sheet of paper.

_____

The above statements and information provided are certified to be true and accurate:

By _____
(Firm Principal) (Printed Name)

_____
(Title of Person Signing)

_____
(Name of Organization)

Dated: _____

NOTARY

Being duly sworn states that he is _____ of _____ and that the answers to the foregoing questions and all statements therein contained are true and correct.

Sworn to before me this _____ day of _____ 20___

_____Notary Public

My Commission expires: _____

APPENDIX E

ASBESTOS FREE MATERIAL VERIFICATION FORM

PRODUCT TYPE: _____

MANUFACTURER: _____

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 IFB 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 IFB #

_____
Date

BID 9924.1

APPENDIX F

QUOTATION FORM

COMPANY NAME: _____

Contractors shall supply the cost for each item and all required information. Contractors **must** submit a price for each line item on the Item Specifications Sheet. No partial offers will be allowed. **Failure to do so will be considered non-responsive and disqualify your submission.** All prices are to be all-inclusive, including labor, materials, equipment, management, etc.

Supply all information required on the attached **ITEM SPECIFICATIONS**

RATES: Regular rates will represent work performed Monday through Friday, 6:30 AM until 7:00 PM. Overtime rate will represent work performed Monday through Friday 7:01PM until 6:29AM including weekends and all MCPS holidays.

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

  YES_____ NO_____

- **HAS THE CONTRACTOR PERFORMED THEIR PRELIMINARY RESEARCH IN IDENTIFYING MINORITY BUSINESS ENTERPRISE PARTICIPATION AND INCLUDED WITH THEIR IFB SUBMISSION THE COMPLETED CERTIFIED MINORITY BUSINESS ENTERPRISE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT AND THE MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE?**

  YES_____ NO _____

- **IS A COPY OF THE MARYLAND CONTRACTOR'S LICENSE SUPPLIED WITH IFB 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_____

BID 9924.1

COMPANY NAME: _____

- **HAS THE CONTRACTOR READ THE IFB DOCUMENT IN DETAIL PRIOR TO SUBMITTING THEIR IFB SUBMITTALS?**

  YES_____ NO_____

- **COMPLETED IFB SIGNED DOCUMENTATION AND ITEM SPECIFICATIONS/ QUOTATIONS FORM**

  YES_____ NO_____

- **COMPLETED/NOTARIZED PRE-QUALIFICATIONS QUESTIONNAIRE**

  YES_____ NO_____

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

  YES_____ NO_____

CHECK OFF LIST FOR MANDATORY IFB SUBMITTAL

Mandatory Submittals Check List:

_____ **Signed IFB Document**
_____ **Quotation Form and Item Specifications**
_____ **Pre-Qualification Questionnaire**
_____ **Addendums(s) and Erratum(s) (If any, contractor is responsible to confirm!)**
_____ **State of Maryland Tax Liability License**