

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

**INVITATION FOR BID 4202.4
WATER TREATMENT AND INDOOR AIR QUALITY SERVICES
AT VARIOUS FACILITIES**

GENERAL CONDITIONS AND SPECIFICATIONS

GENERAL CONDITIONS

A. Scope

The work includes testing for Lead in Drinking Water, Radon Testing, and Industrial Hygiene Services including but not limited to Indoor Air Quality, Mold and Lead Services as required at various Montgomery County Public Schools (MCPS) locations (approximately 240 schools and offices) located throughout Montgomery County, Maryland.

1. It is the intent of this solicitation to secure all-inclusive cost for hourly labor rates and materials to fully cover all required labor and materials to perform Lead in Drinking Water, Radon Testing, and Industrial Hygiene Services including but not limited to Indoor Air Quality, Mold and Lead Services as requested by MCPS and specified herein. The awarded prices will be used to develop project proposals. It is the intent to prequalify various contractors to cover different aspects of this contract taking into consideration bidders' qualifications as submitted in their response and in accordance with their line of expertise. The awarded contractors will be required to make a comprehensive inspection of each work site and submit a firm cost proposal. Once all pricing is received and reviewed by MCPS, the awarded contractor offering the lowest price will be issued a purchase order to commence work. The project will begin and must be completed within the time frame approved by MCPS and indicated on the proposal. **Successful contractor(s) will be required to submit the Asbestos Free Verification Form as applicable and required herein. See Detailed Specifications Section B and APPENDIX C.**

2. **Bid prices offered shall be all-inclusive, including but not limited to, labor, equipment and miscellaneous materials to satisfy all specification requirements. All costs shall be included in the bid prices submitted.** All work shall be performed in accordance with the latest applicable laws, codes and regulations of the various regulatory bodies of the State of Maryland, Federal/Local Governments, and all other boards or departments having jurisdiction. These regulations and standards will further be considered a part of this solicitation. The Contractor shall furnish and install any additional items required by the same, whether or not particularly shown or specified. Any items or requirements noted herein in excess of these requirements and permitted by the requirement shall take precedence. All deliveries must be prepaid to the destination (F.O.B. destination) and in no case will collect shipment be accepted.

B. Background

Montgomery County, a suburb of Washington DC, is comprised of 497 square miles of urban, suburban and rural areas. MCPS is the largest school system in Maryland and the 17th largest in the nation. The school system currently has 206 educational facilities and educates more than 162,000 students. Several new schools are planned, as well as on-going school modernizations and additions.

MCPS has an active Indoor Air Quality Program that requires specific services and expertise of contractors knowledgeable of industrial hygiene services, testing and evaluations.

Bidders may bid on one or more of the services requested. It is anticipated that multiple vendors will be prequalified to cover different aspects of this contract taking into considerations the qualifications aspects of each response.

C. Intent

It is the intention of this bid to pre-qualify contractors who will provide proposals for individual projects in compliance with the specifications herein and scope of work required for each individual project. Proposals shall be all inclusive, including but not limited to costs to fully cover all the required materials, equipment and labor necessary to complete in all detail the scope described. The awarded unit prices will be used for award and for change orders for unforeseen changes during projects.

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. It is imperative that the successful bidder complies with all safety requirements as identified by the Occupational Safety and Health Administration (OSHA), Maryland Occupational Safety and Health Act (MOSHA), etc. These regulations and standards will be further considered a part of these specifications and conditions. The bidder will furnish and install any additional items required by the same, whether or not particularly shown or specified. All deliveries must be prepaid for destination. In no case will collect shipment be accepted.

Responses to this solicitation will be used to evaluate and prequalify contractors to perform the services described herein for MCPS upcoming projects. Contractors who wish to be prequalified shall provide detailed information describing fully, their company's capabilities, resumes, time and material costs, flat rate costs for specific testing/assessments and references to illustrate the ability to perform the scope of work that will be required. The successful bidder is required to have a Certified Industrial Hygienist and/or Registered Professional Engineer as a Project Manager.

D. Award

The 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 of this solicitation to pre-qualify contractors and establish a contract based on time and material or per sample as detailed in the Item Specifications. Per sample projects will be paid on actual samples completed.

Pre-qualified Contractors will be contacted as needs arises throughout the contract term. Each job will vary in size and scope of work.

Consideration will be given to any previous performance for the Board of Education as to quality of service and with regard to the bidder(s) ability to perform should it be awarded the contract. Awards will be made to multiple bidders. However, the Board reserves the right to make awards according to the best interests of MCPS. MCPS reserves the right to add or delete services throughout the term of the contract as needs arise. Awards are contingent upon availability of funds.

Wherever the term “provide” is used, it shall mean, “furnish and install in place, complete in all details”.

E. 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 will 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 vendor(s) 90 days prior to the expiration of the original contract. The contractor(s) will have ten days from the date of notification to return the notice acknowledging its intent to accept or reject the extension. Once all responses are evaluated, MCPS staff may make a recommendation to the Board of Education to extend the contract or decide to rebid. If the contract is extended by the Board of Education a contract amendment will be issued.

F. Quantities

MCPS shall not be obligated to purchase any specific quantity. Annual estimated quantities identified on the Quotation Form are subject to change up or down and purchases are dependent upon the requirements of MCPS and on budgetary limitations. Orders will be placed from time to time throughout the contract term.

G. Site Inspection

MCPS will provide drawings, facilities map or any other information available depending on type of services requested. The successful bidder(s) will be required to inspect the work sites, take measurements and develop proposals in accordance with MCPS specification herein and code requirements. Contractor(s) must schedule all site visits with the Project Coordinator prior to conducting any site visits and must report to the main office to contact the MCPS Building Services Manager prior to inspection. When a proposal has been submitted, it shall be understood that the work site has been inspected and that the bidder is aware of the needs and conditions under which the work is to be accomplished including, but not limited to, all work required to satisfy any and all laws, codes, regulations, etc. that are applicable. After inspection, the bidder(s) shall report to the MCPS Project Coordinator any conditions that might prevent them from performing their work in the manner intended. Failure to do so will not relieve the successful bidder of the obligation to furnish all materials and labor necessary to fully carry out the provisions of the contract document.

H. Schedule

1. **Completion dates shall be identified on each Contractor's proposal.** A purchase order issued and signed by the director of the Department of Materials Management will be the Contractor's authorization to proceed with an approved proposal. All work is to be totally completed on or before the stated completion date identified and accepted on each proposal. This includes, but is not limited to, final inspections by MCPS staff, all cleaning task, punch-out work, etc. Project proposals shall be submitted within five workdays after site inspection. Late charges will be deducted for failure to meet any target dates without an MCPS approved extension. (See "**Late Charges for Failure to Complete on Time**" under Contract Administration.)
2. The contractor shall take into consideration that school activities will be taking place (summer school, special activities) while work for this contract is being performed; and that no work performed by the contractor shall disrupt normal school functions. Any traffic blockages, utility outages, etc., which may be required in the execution of the Contractor's work shall be scheduled with the MCPS Project Coordinator and will require the contractor to perform such work at premium labor times. The intent is to perform projects during non-instructional hours and without closing the building during regular weekday hours. The contractor shall anticipate these occurrences in their proposals, and no changes in price or completion date will be made for such occurrences.
3. The contractor shall maintain an adequate labor force on the work site from the start of the project until the completion in order to satisfy the schedule. MCPS expects the work to proceed uninterrupted with regards to labor and material availability. The contractor shall inventory materials as they are received from the manufacturer and not wait until work is under way to determine if inventory is sufficient.
4. The Contractor shall secure all necessary sub-contractors/labs necessary for the satisfactory completion in al detail of the scope work required under this solicitation.

I. 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 Contractors responsibility to familiarize themselves and their representative(s) regarding the Shelter/Lockdown Procedures. These procedures are subject to change to meet MCPS requirements.
3. The Contractor shall have at the work site, a reasonable amount of materials that will allow them to quickly secure the work area and/or secure building openings as required for the type of work being performed.

J. Provision for Price Adjustment

1. Price increases will not be considered for the first year of this contract. Thereafter, the successful vendor must submit a written request for price relief. The request for a price increase on the equipment shall include documentation from the manufacturer to verify the basis for such request. Adjustments for price increases on service labor rate will be based upon Consumer Price Index (CPI), specifically, the All Consumers Index, published by the U.S. Department of labor, Bureau of Labor Statistics, for the Washington, D.C., Metropolitan Area. The request shall not exceed 75% of the percentage change of January 1 CPI's, rounded to the nearest tenth of a percentage.
2. Unit prices 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 awards, however, shall be made based on the original bid submission only.
3. Subsequent to award, the unit price on equipment quoted herein is subject to price adjustment upward or downward in accordance with increases or decreases announced by the manufacturer after the contract award. The successful bidder must notify Mrs. Laly Bowers, buyer, of any announced manufacturer's price reductions and give immediate benefit to MCPS in a proportionate amount.
4. 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 a price increase shall be honored at the original contract price. If the price increase is approved, a contract amendment will be issued authorizing the increase.

K. Contractor Qualifications

Contractor(s) shall have a full time **Certified Field Technician or Project Manager assigned to each project awarded.**

Contractor(s) must provide with their bid response a copy of current CIH or PE certificates. Any changes to either of the required certified staff member shall be requested and approved by the MCPS Project Coordinator. Copy of the certificate for the suggested staff replacement must be provided before any work is done by these individuals on any MCPS projects.

The Contractor(s):

- Must have experience that includes but not limited to conducting IAQ and microbial surveys and evaluations, monitoring mold/microbial remediation projects, conducting IAQ inspections and investigations; and performing lead related construction monitoring and lead surveys.
- Must be capable of performing surveys and testing conducted by State certified technicians and/or consultants.
- Must be capable of securing and maintaining all licenses, certifications, and permits required by law and shall comply with all ordinances, regulations, and laws applicable to the work.
- Must supply sufficient resources to complete the work in a timely manner.

L. **References**

Bidders shall provide three references of commercial and/or education facility where they provided the type of services required herein with their bid submission. The references shall have company name, contact person, address and phone number of three current customers for which a contract for similar size and type of project has been provided. If the reference information is not accurate and MCPS cannot contact the person(s) named then your bid may not be considered. MCPS may request additional references. **Note: All bidders must provide references from outside sources including bidders current engaged in business with MCPS.**

<u>Contact</u>	<u>Person</u>	<u>Phone</u>	<u>Contract</u>
<u>Company Name & Address</u>		<u>Number</u>	<u>Number</u>

1. _____

Email: _____

2. _____

Email: _____

3. _____

Email: _____

M. **Emaryland Marketplace 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 www.eMarylandMarketplace.com, regardless of the award outcome for this procurement as it is a valuable resource for upcoming bid notifications for municipalities throughout Maryland

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/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 environmental firms 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. Addenda/Errata

Changes and addenda to a solicitation may occur prior to the bid opening date and time. It is the bidder's responsibility to check the MCPS website under event calendar <http://www.montgomeryschoolsmd.org/departments/procurement/> or contact the Procurement Unit at phone 301-279-3637 or email [Laly A Bowers@mcpsmd.org](mailto:Laly_A_Bowers@mcpsmd.org) to confirm that they have all addenda/errata. Failure to acknowledge errata/addenda on the form may result in a bid being deemed non-responsive and consequently rejected.

P. Submission Of Bids (Seal Bids Only)

1. Bid Documents

One original, one copy and **one redacted copy** of the bid are requested. **Faxed responses are not acceptable. SEALED BIDS ONLY.** The cover page of each copy must be clearly marked original or copy. Bidders may wish to reproduce and retain an additional copy for their files.

The redacted copy shall specifically identify confidential business information or technical data which the bidder or his subcontractor does not want used or disclosed for any purpose other than evaluation of the bid response. The use and disclosure of any such technical data, subject to the provisions of the Maryland Public Information Act, may be so restricted, provided, that if a contract is awarded to this bidder as a result of or in connection with the submission of this proposal, MCPS shall have the right to use or disclose these technical data to the extent provided in the contract. This restriction does not limit the right of MCPS to use or disclose technical data obtained from another source without restriction. MCPS assumes no liability for disclosure or use of unmarked technical data or products and may use or disclose the data for any purpose and may consider that the proposal was not submitted in confidence and therefore is releasable.

2. Quotation Form

- a. Quotations are to be entered on the Quotation Form supplied under **APPENDIX E. Faxed responses 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.

3. License/Certifications

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

4. Statement of Experience

The bidder shall provide a statement of experience certifying they have been in business and have experience in the principle trade work for a minimum of five years. Failure to provide required documentation may disqualify bid proposal. **A letter stating years of experience and a copy of the required certification must be submitted with the bid proposal.**

5. Professional/Technical Staff

Contractor shall have a full time certified professional and/or licensed person assigned as project manager for any project awarded under this solicitation.

Bidder shall provide under the redacted copy resumes of the key professional and technical staff that will be assigned to this contract if awarded. A copy of their certifications/licenses and resumes shall be supplied with the bid submission.

6. Contractors’ Obligation Regarding Criminal Records of Individuals Assigned to Work in MCPS Facilities

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

- a. **Prohibition against assigning registered sex offenders and individuals convicted of sexual offenses, child sexual abuse, and other crimes of violence to MCPS contracts:** Maryland Law requires that any person who enters into a contract with a county board of education “may not knowingly employ an individual to work at a school” if the individual is a registered sex offender. Under § 11-722 of the Criminal Procedure Article of the Maryland

Code, an employer who violates this requirement is guilty of a misdemeanor and, if convicted, may be subject to up to five years imprisonment and/or a \$5000 fine.

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

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

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

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

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

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

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

Fingerprinting for the criminal background check may be performed by the MCPS Office of Human Resources and Development, 45 W. Gude Drive, Rockville, MD 20850, or through another service approved by MCPS. Individuals fingerprinted by MCPS will be required to provide written consent, and MCPS will maintain copies of all records for criminal background checks performed by MCPS. If the contractor uses another service approved by MCPS, the results of the criminal background check must be provided to MCPS for record keeping. A list of MCPS approved fingerprinting agencies can be found on the Procurement Unit website at <http://www.montgomeryschoolsmd.org/departments/procurement>.

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

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

Appointments are made by calling 301-279-3066. The contractor will be required to return all badges at the conclusion of the contract.

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

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

Q. Deviations

All solicitation meeting the intent of the invitation will be considered for award. Bidders offering and quoting on substitutions or who are deviating from the terms, conditions, and/or specifications shall list such and explain fully on a separate sheet to be submitted with its 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.

R. Award Criteria

1. Conformance to specifications and completeness of bid submission
2. Ability to perform in a timely manner
3. Qualifications of personnel assigned to this contract
4. References
5. Price
6. Past Performance

S. Inquiries

Inquiries regarding this solicitation must be submitted in writing, to Laly A. Bowers, Buyer, Montgomery County Public Schools, Division of Procurement, 45 West Gude Drive, Room 3101, Rockville, Maryland 20850, by email Laly_A_Bowers@mcpsmd.org or by fax 301-279-3173. Questions shall 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 explanation or interpretation. Vendor 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 website address is <http://www.montgomeryschoolsmd.org/departments/procurement/>

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 Environmental Health Specialist (EHS) **in writing** via fax to resolve and receive clarification with copies to Mrs. Laly Bowers, CPPB, Buyer II in the Procurement Unit.

II. CONTRACT ADMINISTRATION**A. Pre-Construction Meeting**

1. MCPS reserves the right to convene a meeting with the low bidder(s). The purpose of this meeting is to afford all parties an opportunity to discuss any aspects of project and contract execution, which may be of concern for the successful and timely completion of the project. Contractor shall have a senior representative from the company to attend the pre-construction meeting(s).
2. Documents required elsewhere in this specification, such as service and warranty agreements, shall be provided at this meeting to the MCPS authorized representative.
3. Issues raised during this meeting, which cannot be resolved to MCPS satisfaction, will be cause to reject the apparent low bid and to consider the next lowest bidder as the successful offeror.

B. Contract Security

1. Security may be in the form of Certified Cashier's or Bank Treasurer's Check **OR** Bonds (AIA Documents A-311, A-312, or similar). The bonding firm must be licensed to do business in the State of Maryland.
2. Upon request, the successful bidder shall deliver to MCPS within five (5) working days security requirements, which are:

Performance and Payment Bonds – Bonds are required for State funded Projects that are in excess of \$50,000.00. The contractor shall provide a bond in the amount of the total MCPS accepted proposal cost.
3. The cost of the bond(s) shall be included in all state funded projects \$50,000.00 or more by the contractor. Note: Failure to supply the contract securities as specified will be considered a contract violation and shall be grounds for contract cancellation.
4. These requirements applies to any contract extension approved by the MCPS Board of Education under this contract. No purchase order will be issued for projects over \$50,000.00 until extended performance/payment and material bonds have been received by MCPS.

C. Post Bid Submissions

1. The apparent low bidder(s) may be required to supply **within 48 hours** after MCPS request, applicable business and contractor's licenses, master licenses for trades appropriate for work to be performed, and/or company financial statements, etc., as required to allow MCPS time for contractor evaluation. Failure to supply a copy as specified may disqualify your bid response.

2. Sub-Contractors

- a. MCPS must approve all sub-contracting work in advance; the prime contractor shall supply MCPS with the rationale for requesting sub-contracting. It is MCPS' intent that the contractor has the in-house resources to perform the primary task and only sub-contract secondary task (s) which they do not specialize in, appropriately, e.g. electrical, mechanical and/or plumbing, etc. The Contractor shall supply a complete list of all sub-contractors and cost of their work for evaluation by MCPS. The list must be submitted within two workdays after MCPS makes the request. **Failure to do so will be grounds for termination of the contract.**
- b. MCPS shall notify the contractor **in writing** if, after due investigation, there is reasonable objection to any of the proposed Sub-Contractors. Failure of MCPS to make objection to any proposed sub-contractor shall constitute notice of no objection. Each sub-contractor may be required to furnish to MCPS, in duplicate, proof of their financial stability and experience to perform the particular work for which they will be engaged. All contractual agreements between the contractor and their sub-contractors shall be written, unamended, on the Standard Form of Agreement between contractor and sub-contractor, AIA Document A401 (most recent Edition). Upon request the contractor shall supply copies of this contract to MCPS **within five workdays.**
- c. MCPS acceptance of sub-contractors in no way relieves the contractor from being responsible for the total and complete performance of the work for the project: i.e., failures of the Sub-Contractors to satisfactorily perform the work in timely fashion are the contractor's responsibility and not that of MCPS.

3. Minority Business Enterprise (MBE) in Public Schools

- a. Minority Business Enterprises are highly encouraged to respond to this solicitation.

4. Submit Evidence of Insurancea. 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, MCPS Board of Education shall be the insurance certificate holder.

5. Invoicing

- a. Bidder shall submit invoices to the MCPS Project Coordinator at **8301 Turkey Thicket Drive, Bldg. A 1st Floor, Gaithersburg, Maryland 20879** for payment approval. **All invoices shall identify pertinent information such as purchase order number and building name where work was performed.** The MCPS project coordinator shall submit invoices and receiving reports to the Division of Controller to process payments, and shall specify final or partial payments.
- b. For any and all months with an outstanding balance, bidder shall provide a monthly statement via e-mail to DOMaccounting@mcpsmd.org or via fax at 301-284-4935.
- c. Partial payment invoices shall be accompanied by a schedule of values allocated to various portions of the work (similar to AIA Document's G702 & G703). This schedule, unless objected to by the MCPS Project Coordinator, shall be used as a basis for reviewing the Contractor's application for partial payment.

6. Permits & 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.

D. Maryland Buy American Steel Act

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

E. Sales Tax

Section 326 (a) of Chapter 452 of the Laws of Maryland, 1968, provides, among other things, for the taxation of "any sale ... of tangible personal property to Contractors or Builders to be used for the construction, repair, or alteration of real property ...". Sales tax, as applicable, shall

be included in any bid made to the Board of Education of Montgomery County, Maryland.

F. Performance

1. The contractor shall have on the job site at least one person fluent in English at all times and at least one person who has an MCPS badge at all times.
2. **The contractor must provide to the MCPS Project Coordinator cellular telephone numbers and email addresses of project managers to allow for day-to-day direct communications.**
3. Work to be completed in a timely workmanlike manner; fumes, odors, materials and work procedures will be controlled to protect occupants and property from harm and damage.
4. The contractor shall furnish the services of an experienced supervisor, who shall be in charge of the work and provide direction to the crew at all times.
 - a. The contractor shall not send more than two people; one technician and one helper on a job for service and repairs without MCPS prior approval.
 - b. The contractor shall provide the names of the technicians assigned to this contract. Resumes of qualified technicians and key personnel shall be supplied with the redacted copy of the bid submission.
 - c. After the project has been awarded any employee changes must be approved by MCPS prior to the employee reporting to the job.
5. Contractors and employees:
 - a. Contractor will be required to check in daily at the facilities main office to receive identification badges that shall be worn while on the premises.
 - 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, parking lots, etc. The MCPS Project Coordinator will designate such facilities authorized for Contractor use.
6. All work shall be scheduled to the mutual satisfaction of the school administration and the MCPS Project Coordinator to avoid conflicts with school activities.
7. The building is expected to be occupied by MCPS administrative staff, but not students throughout the stated period allowed for this work. No roof surface material(s) shall be installed while students are in the building.
8. Work area must be left clean and safe after each work day. The contractor must remove all debris generated by the work from the premises daily, adhering to **Montgomery County Solid Waste and Recycling Regulation No. 15-04AM, COMCOR 48.00.03.**

The contractor shall track all recyclable materials such as metal, concrete, asphalt, cardboard, etc. and provide to MCPS recyclable amounts by weight as requested.

- 9. All work must be performed in strict compliance 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/authority. The Occupational Safety and Health Administration Hazard Communication Standard must be followed.
- 10. Contractor shall restore, patch and repaint areas where components were removed from existing structure and match exiting finishes.
- 11. Upon completion of all work, repair lawns, landscaping, fences, roads, curbs, sidewalks, parking areas damaged, as a result of the work; restoring damaged items to condition as good as existed prior to damaging. Damaged lawns shall be hydro-seeded or re-sodded; damaged shrubs and trees shall be replaced.
- 12. **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.**

G. Telephone Numbers

All vendors shall provide a toll free telephone number or provide a collect call service. Please indicate the name of the person to contact on collect calls. Failure to provide no cost telephone service may result in a no award.

Representative Name	Office/Cell Phone Numbers	Fax Number

H. Warranty/Services/Repair

- 1. All workmanship and materials shall be guaranteed for two years. The warranty shall begin once the MCPS Project Coordinator has approved the contractor’s final invoice for payment. Final payment will be made once the installation is complete and accepted by MCPS for each proposal.
- 2. Warranty shall provide for replacement of defective materials plus installation and labor. Any warranty claim made by MCPS prior to the expiration of said warranty shall be satisfied although the warranty has subsequently expired. Failure of a bidder to provide satisfactory warranty service to MCPS shall be grounds for exclusion from future bidding.
- 3. Point of contact may change between the MCPS Project Coordinator and the Contractor when identifying and resolving warranty claims during the warranty period.

I. Proposals & Estimates

Proposals shall be requested on an as need basis. Prequalified contractors must submit proposals for individual projects within five days or as otherwise requested by MCPS. All proposals must be in writing and shall have a breakdown per hour/service and/or sample as required in accordance with the item specifications. When a proposal has been submitted it shall be understood that the work site has been inspected and that the Contractor is aware of the needs and conditions under which the work is to be accomplished.

After inspection, the Contractor shall report to MCPS any conditions that might prevent them from performing their work in the manner intended. **Failure to do so will not relieve the successful contractor of the obligation to furnish all materials and labor necessary to fully carry out the provisions of the contract document.**

J. Contractor's Overtime Procedure

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

K. Changes In The Work

1. Should it be desired to make alterations or changes at any time during the progress of the work 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 changes to 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 extension, as they deem necessary with an explanation of justification. Using project change orders as rational 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 materials shall 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 will be based on the monetary value of the work not to exceed the following rates:

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

This schedule applies to work done by the prime contractor or by a sub-contractor(s). The prime contractor shall be allowed not more than 8% of the sub-contractor's cost for labor, materials, overhead, and profit.

3. The contractor shall furnish supporting documentation with all change order request credits and/or extras. At a minimum, change order request 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, rates, supervision, overhead, and profit shall be applied equally to all credits.

L. Late Charges For Failure To Complete On Time

1. MCPS shall retain \$250.00 per calendar day for delay in completion of annual inspections/testing and related mandated services and for delay of future services/repairs involving MCPS approved proposals identify start/completion dates for all tasks. The late charges shall be assessed by MCPS as a result of not completing on time.
2. Failure to complete the work within the time specified will entitle MCPS to late charges. These charges will be deducted and retained out of any monies due to the contractor under this contract for the sum stated in the above paragraph for each calendar day required to complete the work beyond the agreed upon and documented completion date. This includes Saturdays, Sundays, and legal Holidays.
3. If necessary to reach a proper stopping place in any portion of work or to complete work within contract time limit, the contractor shall work overtime both their forces and the forces of their sub-contractors without additional cost to the contract price. The contractor shall be responsible for all incidental costs in connection with such overtime work including, but not limited to, MCPS building service staff overtime required.
4. If work falls behind schedule, as determined by the MCPS Project Coordinator, the contractor shall provide, at their own expense, additional labor and/or equipment, overtime pay, etc., as required to overcome delays including, but not limited to, MCPS building service staff overtime as required.
5. The MCPS Contract Officer will review requests for extension of completion time due to strikes, lack of materials, and/or any other condition, over which the contractor has no control. Written application for extension shall be made immediately upon occurrence of conditions that, in the opinion of the contractor requires such an extension, with reason clearly stated and detailed proof for each such delay. The delay of MCPS issuing a purchase order does not automatically alter any completion dates. If in the Contractor's view the delay of purchase order is having a negative effect on completion of the contract

within the dates specified, they must notify MCPS in writing immediately. Using the rationale that a purchase order was issued late, at the conclusion of the work will not be an acceptable reason for requesting a contract extension. No time extension will be allowed except by final written approval of the MCPS Contract Officer. No requests for extension due to weather conditions will be considered unless accompanied by documentary evidence supplied by the NOAA's National Weather Service showing, by comparison, that such weather suffered is abnormal to any of the past five years as recorded. **No request for extension will be considered by MCPS if received from the contractor after the previously agreed completion date has passed. Late charges will be automatically deducted.**

M. MCPS Project Coordinator

1. After award the MCPS Project Coordinator will be identified and introduced to the successful bidder. The MCPS Project Coordinator will handle the day to day operation and installation coordination. Scheduling work on site after an award of contract must be made through the MCPS Project Coordinator.
2. No changes in contract conditions or specifications will be made without the Project Coordinator's approval and authorization by the director of the Department of Materials Management or his designee in the Procurement Unit.
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 procurement unit;
 - g. Prepare required reports;
 - h. Approve or reject invoices for payment and submitted construction schedules;
 - i. Recommend contract modifications or terminations to the Procurement Unit;
 - j. Issue notices to the Contractor to proceed with the project after receiving signed change order as required.

4. The MCPS Project Coordinator is **NOT** authorized to make any determination that alter, modify terminate or cancel the contract, affect procurement, interpret ambiguities in the contract language, or waive MCPS' contractual rights.

N. Project Close-Out

1. Initial Installation Punch-out

- a. The contractor shall notify the MCPS project coordinator **in writing** that the work is ready for punch-out inspection. Punch-out shall occur sufficiently in advance of the installation **completion date** as specified on each proposal, to afford the contractor time to rectify punch list corrections. Before calling for a punch-out, all work shall be completed and all areas shall be clear of construction materials and debris.
 - b. During punch-out, the following 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(s) is entitled to one punch-out inspection and one final inspection for each installation. Any additional inspection by MCPS staff due to the contractor's failure to complete the punch-out items will result in deductions of costs incurred by MCPS for such inspections from the contractor's final invoice.
 3. The contractor shall provide written warranty statements indicating start and end of warranty dates to be signed by both the contractor and MCPS.
 4. The Contractor shall notify the MCPS Project Coordinator **in writing** for a final inspection once all related punch list items have been 100% completed. All punch-out and final inspections shall be performed well in advance of the completion date to allow for corrections. **Late fees shall accrue until all punch list items are 100% complete.**

O. Officials Not to Benefit

1. No official or employee of Maryland, Montgomery County, or MCPS shall benefit from or receive any money as a result of the Contract. This prohibition does not apply to contracts with MCPS employees or officials who contracted in their own name.
2. The Contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, partners, employees, agents, affiliates, or subcontractors directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, and county laws and regulations.

P. Termination for Default or for Convenience of MCPS

The Contract may be terminated in whole or in part by MCPS whenever the Superintendent of Schools, or an authorized designee, determines that such a termination is in MCPS' best interest. Any such termination shall be effected by delivery of a notice of termination to the Contractor, at least ten (10) business days prior to the termination date. The notice of termination shall specify the extent to which performance shall be terminated and the date upon which such termination becomes effective. The Contractor shall be entitled to receive just and equitable compensation for any work completed, as determined by MCPS, but no amount shall be allowed for anticipated profit on unperformed work. In the event of such termination, all finished and unfinished deliverables, documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the Contract shall become the property of MCPS.

Q. Quality Assurance

The Contractor shall perform all work in accordance with manufacturer's instructions/procedures and MCPS specifications herein. All Contractor(s) responding to this RFP shall have been in business and be regularly engaged in the type of work, which is specified herein, a minimum of five years. **Work performed under this contract shall be performed with bona fide, full-time employees of the successful Contractor whenever possible. 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.**

III. DETAILED SPECIFICATIONS**GENERAL INFORMATION****A. Scope of Work General**

The scope of work under this bid is to perform testing of Lead in Drinking Water, Radon Testing, and Industrial Hygiene Services including, Indoor Air Quality, Mold and Lead Services at various locations (approximately 240 schools and offices) throughout Montgomery County Public Schools (MCPS).

All work to be provided by the pre-qualified contractors 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.

Contractor must be able to begin work within one week after notification of award or receipt of a purchase order.

Some projects may require the contractor to perform work other than during normal business hours.

The following is a list of services that may be requested. All testing 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. Industry standards, such as ASHRAE or ACGIH should be followed, where applicable.

Any chemicals used onsite must be on the MCPS approved Chemical Product List, <http://www.montgomeryschoolsmd.org/departments/iaq/products.shtm> In order to use any chemicals not on the list a written request shall be sent to the MCPS Project Coordinator for written approval before they are used. Approval shall also be in writing

The work is typical for a Hygienist contractor with experienced and licensed technicians and will include, but is not limited to, the following;

1. Provide specialized personnel within the scope of this work the awarded Contractor(s) would be responsible for providing the labor, material and supervision to complete all project as specified and in a timely fashion.
2. No work shall be performed without the authorization of the MCPS Project Coordinator. This includes work that is initiated by any other persons such as school, office, PTA, organization staff, or any other individuals. Any work inappropriately authorized and performed without the MCPS, Project Coordinators authorization will be removed and or remain in place at no cost to MCPS at MCPS discretion.
3. Submit responses to a request for proposals for individual work by the time and date specified.
4. Provide proper supervision for all personnel at the site.
5. Provide licensed, experienced and properly trained personnel.

6. Provide materials to complete the project utilizing the specifications and/or MCPS approval of substitutions.
7. Provide any and all equipment necessary to perform various tasks. MCPS will consider funding non-typical equipment rental on case by case basis.
8. Perform all work with minimal disruptions and inconvenience to MCPS students and staff. Coordinate all scheduling of work with the designated MCPS Project Coordinator. All disruptions to the normal facility operations such as power outages shall be scheduled well in advance with the MCPS Project Coordinator.
9. Protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation at all times during the course of each project. Any property or incidentals damaged during the course of the work shall be repaired or replaced to the satisfaction of MCPS.
10. Ensure that all employees report to the main office to sign-in and sign-out. In the event of three or more individuals, the lead employee may act on behalf of the company. All employees shall wear a company badge and/or uniform while working within the building that plainly identifies the company.
11. Removing all debris from the site and clean affected areas and properly disposing of debris daily. The Contractor(s) shall keep the premises free of debris and unusable materials resulting from their work and shall leave all affected areas as they were prior to the beginning of the work.
12. Take all actions necessary to safeguard their own materials, tools, and equipment. MCPS shall not assume any responsibility for vandalism and/or theft of materials, tools and/or equipment.
13. Perform all work in compliance with the various safety authorized/organizations such as but not limited to; Occupational Safety and Health Administration (OSHA), Maryland Occupational Safety and Health (MOSH), local codes and regulations and MCPS.

B. General Asbestos Information

1. Asbestos Free Materials

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

- Acoustical ceiling tile,
- Adhesives
- Caulking
- Fire Rated Doors
- Fire Board
- Floor tile and sheet flooring,
- Folding Doors
- Gypsum Panels (Drywall)
- Insulation (All types; roof, HVAC, piping, wall, etc.)

- Spackle
 - Toilet Partitions
 - Window Glazing
 - Mastics
 - Plaster
- Roofing System Components
e.g., BUR Asphalt, Felts, Cap
Sheets, Shingles, etc.

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). The Contractor or the manufacturer can have the laboratory testing performed. No other form of confirmation such as Material Safety Data Sheets, manufacturer documentation, historical testing, etc. will be accepted. A list of EPA accredited laboratories can be found at <http://ts.nist.gov/standards/scopes/programs.htm>.

The Contractor shall provide required laboratory analysis report(s) and a completed “Asbestos Free Material Verification Form” herein (see **APPENDIX C**) **within 15 working days** after MCPS request” letter for each listed product required in the execution of the scope of work.

2. **Existing Asbestos Materials**

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

C. **Indoor Air Quality (IAQ) - Scope of Services**

1. Conduct IAQ and microbial surveys and evaluations, monitoring mold/microbial remediation projects, conducting IAQ inspections and investigations.
2. IAQ, mold, and microbial investigations and evaluations shall be conducted by a Certified Industrial Hygienist (CIH) with experience and knowledge in building systems including HVAC system requirements and experienced in indoor air quality assessments.
3. Mold and microbial remediation projects shall be monitored by industrial hygienist who is experienced in IAQ work and has an accredited IAQ/Mold Certifications, or a Certified Industrial Hygienist (CIH) certification.
4. All investigations reports, surveys, microbial remediation methodologies and specifications, and microbial remediation monitoring work and reports shall be supervised, reviewed, and approved by a CIH.
5. Consultants shall be fully familiar and knowledgeable with related publications and standards such as but not limited to: the ANSI/ASHRAE 62-1999 standard, the IAQ Guideline For Occupied Buildings Under Construction issued by the Sheet Metal and Air Conditioning Contractors National Association, the EPA’s “Tools for Schools” Indoor Air Quality Program, the “Mold Remediation in Schools and Commercial Buildings” guideline.
6. Consultant shall supply sufficient resources to complete the work in a timely manner.

7. Consultant shall secure and maintain all licenses, certifications, and permits required by law and shall comply with all ordinances, regulations, and laws applicable to the work.

Indoor Air Quality (IAQ) - Deliverables

1. The successful consultant must be able to provide service on demand, same day notice for all emergency work, and within 5 days for all scheduled work. Should service be unavailable within these time periods, MCPS reserves the right to hire another firm qualified to perform the work.
2. At the conclusion of each project a definitive report shall be prepared as follows:
 - a. Executive summary and narrative report that includes purpose and scope of the work;
 - b. Description of the facility and methods used for sampling and analysis;
 - c. Results showing location, concentration, building component(s)/material(s); sample results, date and time of collection, etc.;
 - d. Discussion of the relevance of the findings and applicable standards;
 - e. Daily field logs, notes, recommendations (if any), and conclusion;
 - f. Drawings showing relevant locations of lead containing material(s);
 - g. Photographs to identify and document building components and locations for survey work or for documentation of monitoring work. Photographs shall be in digitized form in addition to being printed for the final report;
 - h. Laboratory analytical reports with chains of custody.
3. Two hard copies and one electronic copy of the final report shall be submitted no later than 30 days upon completion of a monitoring project, or one-week after receipt of sample results for a survey project. It may be possible that IAQ survey results will be needed immediately, in the event of an emergency.
4. No job will be considered complete until a signed final report is submitted and approved by the Environmental Health and Safety Office of the District. No invoice will be approved for payment without the submittal of an approved final report. All reports must be signed by a CIH.

D. Lead Testing

1. Scope of Work for Lead Testing:

It is the intention of MCPS to complete lead in water testing of limited facilities on an annual basis.

Work will be designed and executed by a Contractor who has experience and personnel specialized in water testing with experience preferable in schools. The Contractor shall be familiar with current lead in water testing regulations in the State of Maryland, including current legislation. Most of the methodology for sampling and reporting for this project is based on Maryland Department of the Environment (MDE) Lead in Drinking Water – Public and Nonpublic Schools, Title 26, Subtitle 16 Lead, Chapter 07. The general sampling methodology and reporting requirements for this project are outlined below.

Completion dates shall be identified on each Contractor's proposal. There will be initial sampling and follow up sampling as needed. MCPS will provide the detailed school sampling plans to the contractor. At that time, MCPS will also provide the contractors with performance measures for sampling conducted and completion dates. Initial first draw sample reports should be provided via

hard copy and electronically within five business days after the contractor receives the laboratory data and no later than noon on the last business day of each week. All additional follow-up flush sampling of outlets that exceed the EPA action level must be completed within the deadlines specified by the regulations. Time is of the essence in the performance of these services.

MCPS will make every effort to provide access to facilities starting as early as possible (no earlier than 5:00 a.m.). Facilities will be available after the school day has ended (approximately 4:00 P.M. until 10:00 P.M. Monday through Thursday) The Contractor should plan to visit the school at least twice to complete each needed phase of testing (The potential phases are: Initial first-draw sampling, follow-up flushed sampling, and post-remediation sampling). The first visit is to verify the sample fixture is appropriately barcoded and flush the fixture (to address stagnation) while the actual sample is collected during the second visit. Actual sample collection is not permitted over the weekends, holidays, Mondays, day after a holiday or summer break.

Additional information related to work:

The Contractor must have adequate field staff that have been fingerprinted and passed background checks by the beginning of the first sampling week.

MCPS developed a proprietary lead in water (LIW) data system for the inventorying of fixtures and entry of sample collection data utilizing laptop computers, labels, barcode printers and barcode scanners. MCPS will loan necessary equipment to each contractor for this project.

MCPS contracted laboratory for LIW testing is Microbac Laboratories, Inc. located at 2101 Van Deman Street, Baltimore, MD 21224. The Contractor can drop off the samples at either this location or Microbac's Virginia Office located 105 Carpenter Dr. Sterling, VA 20164 for pickup. The lab also has a courier service available for sample pickup at the expense of the Contractor.

2. Overview Initial Sampling:

- a. Confirm all primary drinking water fixtures and barcodes to be sampled. Create and update LIW system records as needed.
- b. Newly constructed areas (new schools or additions) will need initial barcodes to be affixed on primary drinking fixtures and recorded in the LIW system.
- c. Flush faucets and bubblers for one minute, and water fountains for 15 minutes the day before sampling to provide an 8-18 hour stagnation period.
- d. Initial first-draw sample is collected in a 250 ml labeled sampling bottle from the cold water tap. Sample bottles will be provided by the laboratory. Labels are printed from the LIW data system. Chain of custody forms will be generated by the contractor.
- e. Samples are to be delivered to the laboratory with completed chain of custody.
- f. Other steps for initial sampling will be as published in the most current version of the MDE Lead in Drinking Water Standard mentioned above.

3. Overview of Follow-up Flushes Sampling:

- a. Follow procedures outlined above as well as any addition requirements as published in the most current version of the MDE Lead in Drinking Water Standard mentioned above

- b. Follow-up flushed sampling must be completed within five calendar days (or within time period as specified by MDE) of MCPS receiving initial sample results.
- c. The over-all percentage of fixtures needing this additional sampling is anticipated to be quite low.

4. Post-Remediation Sampling:

To be conducted as notified by MCPS as remediation activities have been completed.

5. Reporting

A. The analytical data will be compiled into a report for each facility for each phase of sampling. A cover page for each report will be formatted as shown on Attachment A. Each report will summarize and describe results and recommendations and identify fixtures that are in compliance/non-compliance. A detailed map of the facility showing locations where samples were taken as well as the actual laboratory report and completed chain of custody will be included. Key items to be present in each report also include, per the criteria described by the Maryland Department of the Environment Lead in Drinking Water—Public and Nonpublic Schools:

- a. The results of the lead testing and the corresponding sample location(s) descriptions;
- b. A summary of federal and state drinking water standards relative to lead;
- c. An explanation of the health effects of lead;
- d. The sources of human exposure to lead, including drinking water;
- e. The steps consumers can take to reduce exposure to lead in drinking water;
- f. MCPS Lead in Water contact information;
- g. Remediation plan of action to permanently repair or replace the outlet, plumbing or service line contributing to any elevated level of lead; and
- h. Any additional requirements stated by MDE

B. Lead in Drinking Water Testing Services, in accordance with EPA guidance documents on “Lead in Drinking Water in Schools and Non-Residential Buildings”. The successful contractor should demonstrate knowledge of relevant EPA guidance pertaining to Lead in Drinking Water in Schools. MCPS developed a proprietary laptop computer system to perform lead in water data management. There are three elements that a successful contractor must have:

- a. Field technicians to perform water flushing, sample collection and deliver samples to the testing laboratory specified by MCPS. Sampling is usually done between 4 a.m. and 8 a.m. Field Technicians may also perform bar-coding and data entry such as plumbing equipment type and location
- b. Project Managers to schedule testing, analyze results, and make recommendations, and
- c. Computer support staff to download data from the MCPS laptops and programs.

At this time, preliminary remediation plans have been developed for most schools. The majority of the sampling is post-remediation sampling. As new schools are constructed, they will be included in the program.

E. Lead Paint Surveys

1. It is the intention of MCPS to complete lead paint surveys on an as need basis of interior and/or exterior paint. The work is to be designed and executed by a professional Maryland accredited Lead Paint Inspector/ Risk Assessor.
2. All surveys are to be completed in accordance with the U. S. Department of Housing and Urban Development (HUD) "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing". No surveys can be conducted during school hours.
3. Paint chip sampling and laboratory analysis is required when conclusive XRF readings cannot be obtained. Additionally, a visual assessment is required of all painted surfaces in the section of the building constructed prior to 1979 irrespective of the lead content and will be categorized as "Intact" or "Deteriorated". An "Intact" assessment indicates there is no damage to the paint while "deteriorated" indicates the paint is cracking, peeling, chalking or chipping.
4. The vendor is required to submit a report no later than 10 business days after the site visit which will include the following:
 - a. Complete XRF and Paint Chip Result Datasheet (with visual assessment).
 - b. Table Summarizing Lead Based Paint (LBP) Testing Combinations (with visual assessment).
 - c. Table Summarizing Testing Combinations with Deteriorated Paint (both LBP and non LBP).
 - d. Floor Plans Indicating Locations of LBP (deteriorated or intact) and Deteriorated non LBP Paint.
 - e. Photographs of each Testing Combination (Containing LBP) .
 - f. Photograph of every Testing Combination with Deteriorated Paint (non-LBP).

F. Radon Testing General

1. This work is to be designed and executed by a company who employs a professional who has experience specific to radon measurement in schools. The project team must include an individual who is certified by the National Radon Proficiency Program (NRPP) or the National Radon Safety Board (NRSB). The methodology used to create specific building sampling strategies including but not limited to items like identifying sample locations based on occupancy, building design and HVAC operation; implementing project quality control; result interpretation and recommendation formulation; and preparation of project deliverables all need to follow the AARST *Protocol for Conducting Measurements of Radon and Radon Decay Products in Schools and Large Buildings (2014)*.
2. MCPS requests three-day short term testing be completed using a screening device that is included on the list of approved devices found on the National Radon Proficiency Program at <http://aarst-nrpp.com/wp/approved-devices/>
3. The contractor is to deploy devices in occupied rooms throughout the school (except where indicated) as defined in the AARST Protocol for Conducting Measurements of Radon and Radon Decay Products in Schools and Large Buildings (2014).

4. Three days later, the contractor will return to the facility to recover sampling devices; again the entire three day sampling period should be during times of regular occupancy. Testing during weekends or school break times is not permitted.
5. The contractor will label the samples and send them to a lab certified through the AARST National Radon Proficiency Program using appropriate chain of custody documentation.
6. Canisters must be received by the laboratory within 3 days of sample collection.
7. The analytical data will be compiled into a report for each facility. Each report will summarize and describe findings and results and identify areas of conformance/non-conformance; recommendations for conformance with applicable standards will be included. A detailed map of the facility showing sample locations as well as the actual laboratory report (including quality control sample results) must be included. The report will be provided as hard copy and electronically. The report should be submitted to MCPS within 2 weeks after the conclusion of sampling.
8. In addition to the facility report above, all testing data will be provided in an Excel spreadsheet using specified column titles shown below. This file will be provided electronically.
9. The contractor will determine the number and type of quality control samples needed to meet minimum quality control criteria as described in the AARST Protocol for Conducting Measurements of Radon and Radon Decay Products in Schools and Large Buildings (2014). All costs for sampling spiking should be included in the per sample rate.
10. Based on experience, additional sampling will likely be needed due to a variety of factors. It is not possible to predict the number of additional samples required. The successful contractor will need to conduct all follow-up sampling at locations where initial results were ≥ 4.0 pCi/L, or other locations as needed (missing samples).

Column titles to be reported in Excel spreadsheet of testing data

Unique Identifier		Location Description			Start Date	Start Time	End Date	End Time	Actual Temp	Facility		
MCPS Facility Number		Building		Floor	Numerical Result		Result	Variance	Analysis Notes	Analysis Date	% Moisture	
Sample Type	Sample Media	QC Sample?	Type of QC Sample	Location Barcode		HVAC on at Placement?	HVAC on at Pickup?	Dehumidifier Present and On?	Humidifier Present and On?			
Ceiling Fans Present and On?	Average Outdoor Temp.	Average Indoor Temp.	Average Outdoor Humidity	Placement Tech	Pickup Tech	PM Cert #	High winds or severe storms?	Laboratory Code	Consultant Code	Comments		

G. Other Services, as needed

1. Bio aerosol sampling
2. Industrial Hygiene sampling (i.e. chemicals regulated by OSHA), not including asbestos abatement monitoring.
3. Building Envelope/Pollutant pathway evaluation
4. Indoor Air Quality Monitoring and recommendations
5. Indoor Air Quality needs assessment (including mechanical systems evaluation and/or design)
6. Building humidity control assessment and remediation design (successful bidder required to have both Certified Industrial Hygienist and Registered Professional Engineer as Project Managers).
7. Failed and/or moldy chilled water pipe insulation evaluation and/or project design, monitoring and installation oversight during removal and reinstallation (successful bidder required to have both Certified Industrial Hygienist and Registered Professional Engineer as Project Managers).

APPENDIX A

MCPS EMERGENCY/CRISIS PROCEDURES, SHELTER/LOCKDOWN

Lockdown

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

Persons authorized to call a Lockdown

School administrators or their designee will notify students, staff and visitors via the PA system and the portable radios when a Lockdown is in effect. Directions should be given to immediately 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

ASBESTOS FREE MATERIAL VERIFICATION FORM

PRODUCT TYPE: _____

MANUFACTURERS: _____

MODEL NUMBER TESTED: _____

SUPPLIER: _____

LOT/PRODUCTION NUMBER TESTED: _____

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

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

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

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

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

Contractor

Contractor Representative

Invitation to Bid #

Date

APPENDIX D

**Montgomery County Public Schools
Division of Maintenance**

OVERTIME REIMBURSEMENT AGREEMENT

Facility: _____

Contractor: _____

Description of work to be performed: _____

Date: _____ **Hours Required:** _____

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

(MCPS Project Coordinator Approval) _____
(Date)

(Authorized Contractor Representative Agreement) _____
(Date)

(MCPS Contract Officer Approval) _____
(Date)

APPENDIX E

QUOTATION FORM (Page 1 of 4)

COMPANY NAME: _____

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

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

	<u>REGULAR RATE</u>	<u>OVERTIME RATE</u>
1. Lead in Water Testing Field Technician	\$ _____	\$ _____
2. Project Manager:	\$ _____	\$ _____
3. Bio-Aerosol Sampling:	\$ _____	\$ _____
4. Industrial Hygiene Sampling	\$ _____	\$ _____
5. Professional Engineer CIH for design upgrade Recommendations	\$ _____	\$ _____
6. Indoor Air Quality Monitoring Including Equipment	\$ _____	\$ _____
7. Building Humidity Control Assessment and Remediation design	\$ _____	\$ _____
8. Failed and/or Moldy Chilled Water Pipe Insulation Evaluation	\$ _____	\$ _____
9. Conduct Initial Lead in Water Testing	\$ _____	\$ _____

QUOTATION FORM (Page 2 of 4)

10. Follow-up Flushed Sampling \$ _____ \$ _____

11. Post Remediation Sampling \$ _____ \$ _____

12. Radon Testing \$ _____ \$ _____

**Total Cost
(Item #1 through 12)** \$ _____ \$ _____

QUOTATION FORM – CONTINUED (Page 3 of 4)

COMPANY NAME: _____

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

YES _____ NO _____

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

YES _____ NO _____

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

YES _____ NO _____

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

YES _____ NO _____

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

YES _____ NO _____

QUOTATION FORM – CONTINUED (Page 4 of 4)

COMPANY NAME: _____

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

YES _____ NO _____

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

YES _____ NO _____

CHECK OFF LIST FOR MANDATORY BID SUBMITTAL

Mandatory Submittals Check List:

- _____ **Signed Invitation for Bid, including Non-Debarment Acknowledgement**
- _____ **Quotation Form (Pages 1 through 4)**
- _____ **Addendum(s) and Erratum(s) (If any, contractor is responsible to confirm)**
- _____ **Maryland; Construction Business License or Home Improvement Commission License**
- _____ **Certification/Letter of Experience and Years in Business**
- _____ **Certifications**
- _____ **References**