

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

**Invitation For Bid #4111.7,
Overhead Door Installation and Repairs**

GENERAL CONDITIONS AND SPECIFICATIONS

I. GENERAL CONDITIONS

A. Intent

The specifications contained herein are intended to cover the repair of overhead doors, and installation of new doors as required. Repairs are to be made for individual locations under the direction of the Montgomery County Public Schools, (MCPS), Division of Maintenance, (DOM) 8301 Turkey Thicket Drive, Bldg A, 1st Floor, Gaithersburg MD 20879.

B. Service

Services may begin upon receipt by the successful bidder of a purchase order issued and signed by the director of the Department of Materials Management (DMM). Work orders will be released as needs arise for the installation of new doors or for repairs on existing doors.

In an emergency situation, the director of Division of Maintenance and Operations or her designee; the director of the Department of Materials Management or a designated representative may place a call, day or night, against this contract and the contractor shall respond within eight hours to complete repairs as required. MCPS will have a representative on the project that will be responsible for advising the contractor of the problem and signing off on the contractor's record of time and materials. The contractor shall provide a cell phone number, for emergency use outside normal business hours.

In other than an emergency situation as described above, the contractor is expected to respond within twenty-four hours to calls for service. Again, MCPS will have a representative on the project that will be responsible for advising the contractor of the problem and will sign-off on the contractor's record of time and materials.

A list of MCPS authorized personnel will be provided to the successful contractor.

C. Awards

It is the intention to award this contract to the bidder submitting the most favorable unit prices with consideration being given to any previous performance as to quality of service and acceptable merchandise, and with regard to the bidder's ability to perform should it be awarded the contract. However, the Board reserves the right to make awards according to the best

interest of the Board of Education of Montgomery County, Maryland.

D. Contract Term

The term of contract shall be for one year as stipulated on the Invitation For Bid. However, the contract may not begin until one day after approval by the Board of Education and 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 90 days prior to the expiration of the original contract. The contractor 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, procurement 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.

E. Provision For Price Adjustment

The unit price quoted herein is subject to price adjustment downward in accordance with decreases in prices announced by the manufacturer of the subject item anytime prior to award. Recommendations for award, however, shall be made based on the original bid submission only.

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 the director of the Division of Procurement of any announced manufacturer's price reductions and give immediate benefit to MCPS in a proportionate amount.

Price increases on both service labor rate and/or equipment will not be considered for the first 180 days of the contract. Thereafter, the successful contractor 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 the Washington-Baltimore Consumer Price Index (CPI). The request shall not exceed 75% of the percentage change of January 1 CPI's, rounded to the nearest tenth of a percentage. Downward adjustments shall be made by MCPS without a request from the successful contractor.

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.

F. Deviations

All bids meeting the intent of the invitation will be considered for award. Bidders who are deviating from the terms and/or conditions 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 and conditions as stated herein.

G. Quotations

Labor Rates: Bidder shall indicate their company’s labor rate for providing repair services as described. Labor rates shall be all inclusive, including all direct and indirect costs such as fringe benefits, profit, overhead, and administrative costs. Travel time shall be included. No other charges will be accepted.

Regular/Overtime rates: Regular rate cost will represent work performed Monday through Friday, 6:00 A.M. until 6:00 P.M. Overtime rate will represent work performed Monday through Friday 6:01 P. M. until 5:59 A.M. including weekends and all MCPS holidays.

H. Customer References

Bidders are required to provide three references. The references shall have company name, contact person, address and phone numbers of three current customers for which a contract for similar services 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.

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

2. _____		
Email		

3. _____		
Email		

I. Special Conditions

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

J. Insurance

The contractor shall maintain Comprehensive Business insurance for protection from claims under the Workmen's Compensation Act, claims for damages because of bodily injury, death, or property damage to others, including employees of the Board of Education; and claims for damages arising out of the operation of motor vehicles, which may arise during the performance of the contract whether caused by the contractor or by any subcontractor or anyone directly or indirectly employed by either of them. The contractor shall also maintain product liability insurance. The aforementioned insurance shall cover the duration of the contract period, including all periods of the time and all places where work is performed under an expressed or implied warranty. The limits of such liability insurance for each occurrence shall be equal to or greater than \$500,000.00 for Bodily Injury and \$100,000.00 for Property Damage.

Prior to the execution of the contract by MCPS, the proposed awardee must obtain at its own cost and expense and keep in force and effect until termination of the contractual relationship with MCPS the following insurance with insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. Contractor's insurance shall be primary.

Commercial General Liability

A minimum limit of liability of two million dollars (\$2,000,000), combined single limit, for bodily injury and property damage coverage per occurrence including the following coverages:

- Contractual Liability
- Premises and Operations
- Independent Contractors
- Products and Completed Operations

Automobile Liability Coverage

A minimum limit of liability of two million dollars (\$2,000,000), combined single limit, for bodily injury and property damage coverage per occurrence including the following:

- Owned automobiles
- Hired automobiles
- Non-owned automobiles

Worker's Compensation/Employer's Liability

Meeting all requirements of Maryland Law and with the following minimum limits:

- Bodily Injury by Accident - \$500,000 each accident
- Bodily Injury by Disease - \$1,000,000 policy limits
- Bodily Injury by Disease - \$500,000 each employee

Additional Insured

Montgomery County Public Schools must be named as an additional insured on all liability policies.

Policy Cancellation

Forty-five days written notice of cancellation or material change of any of the policies is required.

Certificate Holder

Montgomery County Public Schools
Division of Procurement
45 West Gude Drive Room 3100
Rockville, Maryland 20850

K. Telephone Numbers

The Contractor must provide to the MCPS Project Coordinator cellular telephone numbers and e-mail addresses of project managers to allow for day-to-day direct communications.

Telephone Number

Sales Representative

Fax Number

L. Invoices

MCPS will not pay for travel time (portal to portal). No other charges will be approved, i.e. truck, tool, gas, etc.

Bidder shall submit invoices within three weeks after services are rendered via mail to MCPS, Division of Maintenance, 8301 Turkey Thicket Drive, Bldg A, 1st Floor, Gaithersburg MD 20879, attention Project Coordinator or via e-mail to DOMaccounting@mcpsmd.org. Invoices are to be supported by records of "Time and Materials", with the approval signature of MCPS official accepting the work. All invoices shall be itemized showing pertinent information such as purchase order/delivery ticket, date and location where work was performed. A copy of paid receipts for material/equipment used or installed for each job performed shall be submitted with invoice only when material purchased for a specific job is of a major cost and when the director of the Procurement Unit, or authorized MCPS representative requests such record.

Monthly statement

For each and every month with financial activity, the contractor shall provide a monthly statement to DOMaccounting@mcpsmd.org or fax to 301-284-4935.

M. 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.

N. Laws and Permits

The Contractor shall, without additional cost to MCPS, be responsible for obtaining any necessary licenses and permits and for complying with any and all Federal, State, and Local Laws, Codes and Regulations, in connection with the performance of the work.

O. Contractor Not an Agent

It is understood that the contractor shall not be considered an agent of MCPS, nor shall any of the contractor's employees or agents be considered subagents of MCPS.

P. Warranty

The supplier warrants the items/services delivered to be of the highest quality, complying with specifications and free from all defects whatsoever in workmanship and materials for a minimum period of one year from acceptance or as stated. The supplier agrees that any replacements and/or adjustments made necessary because of such defects will be made promptly without any cost to MCPS and to the satisfaction of MCPS.

Should a manufacturer's warranty exceed the requirements stated above, the manufacturer's warranty will be the primary one used in the case of defect. Copies of manufacturer's warranties are to be provided upon request.

The bidder guarantees that all work shall be accomplished in a workmanlike manner and the bidder shall observe and comply with all Federal, State, County and local laws, ordinances and regulations in performing the services listed.

Goods and materials provided herein shall be of first quality, latest model of current manufacturer. Items that are used or demonstrator models are unacceptable, unless specifically requested and approved by MCPS.

Q. eMaryland Marketplace Advantage

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

R. 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 contact the Procurement Unit by phone 301-279-3123, email [Anissa B Black@mcpsmd.org](mailto:Anissa_B_Black@mcpsmd.org) or check the MCPS website under the event calendar (<http://www.montgomeryschoolsmd.org/departments/procurement>), 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.

S. Projected Requirements

The quantities specified in this solicitation are estimated only, and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity that

will be ordered. The actual volume of work will depend upon requirements, which develop during the contract period.

T. Award Criteria

1. Conformance to specifications
2. Ability to perform
3. Price
4. Past performance

U. Submission

Bid must be submitted in a sealed envelope to Procurement Unit, 45 West Gude Drive, Room 3100, Montgomery County Public Schools, Rockville, MD 20850 no later than the date and time specified on the Bid Document. Bidders shall identify their bid envelope with the bidder's name and clearly marked with bid number and description. Bidders may wish to reproduce and retain an additional copy for their files.

V. Multi-Agency Participation

MCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not be limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that required these goods, commodities and/or services. Use of this solicitation by other agencies may be dependent on special local/state requirements attached to and made a part of the solicitation at time of contracting.

The supplier/contractor agrees to notify the issuing agency of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies. Each participating jurisdiction or agency shall enter into its own contract with the Award Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award Bidder. MCPS assumes no authority, liability, or obligation on behalf of any other public or non-public entity that may use any contract resulting from this bid MCPS pricing is based on the specifications provided in this solicitation. A negative reply will not adversely affect consideration of your bid/proposal.

W. Inquiries

Inquiries regarding this solicitation must be submitted in writing, to Anissa Black, Buyer, Montgomery County Public Schools, 45 West Gude Drive, Room 3100, Rockville, Maryland 20850, fax number 301-279-3173. Questions must be received no later than four business days prior to bid opening in order for the bidder to receive a reply prior to submitting its bid. The Board of Education will not be responsible for any oral or telephone explanation or interpretation. Vendor contact with any other MCPS employee regarding this solicitation 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/>

Contractors' Obligation Regarding Criminal Records of Individuals Assigned to Work in MCPS Facilities**I. Prohibition against assigning registered sex offenders and individuals convicted of sexual offenses, child sexual abuse, and other crimes of violence to MCPS contracts:**

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

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

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

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

obligation on an annual basis and/or when there are changes in the work-force that the contractor and/or its subcontractors use to perform the work required by the contract.

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

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

Under recent amendments to § 5-561 of the Family Law Article of the Maryland Code, each contractor and subcontractor shall require that any individuals in its work-force must undergo a criminal background check, including fingerprinting, if the individuals will work in a MCPS school facility in circumstances where they have direct, unsupervised, and uncontrolled access to children. The term "work-force" in this and the preceding section refers to all of the contractor's direct employees, subcontractors and their employees, and/or independent contractors and their employees that the contractor uses to perform the work required by the contract.

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

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

Once the contract is awarded, the contractor is responsible for implementing the background check process. An individual in the contractor's work-force may not begin work in a MCPS school facility on an assignment where the individual will have direct, unsupervised, and uncontrolled access to children, until: (a) the background check results for that individual have been received by MCPS; (b) the contractor certifies to MCPS

that the individual has received training and/or reviewed informational materials, as appropriate, regarding recognizing, reporting, and preventing child abuse and neglect, consistent with the content provided in training for MCPS employees; and (c) the individual obtains a MCPS identification badge. The badge will be issued by the MCPS Department of Safety and Security, 850 Hungerford Drive, Room 131, Rockville, MD 20850. Appointments are made by calling 301-279-3066. The contractor will be required to return all badges at the conclusion of the contract.

The criminal background check and badging process will be at the contractor's expense and shall be completed prior to performing any work.

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

II. DETAILED SPECIFICATIONS**A. Statement of Work**

1. Work includes but is not limited to check, adjust, repair and return system to safe operating standards for electric and manual operating overhead doors at various MCPS locations, i.e. transportation depots, maintenance shops, school buildings, as required.
2. The Contractor must have a thorough knowledge of and be able to perform the required repair work and the field equipment necessary to perform services as described.
3. Contractor shall provide all necessary materials for the repair which shall conform in strength, material, appearance, quality, and workmanship to that usually provided by the trade.
4. Contractor shall observe and comply with all Federal, State, County and local laws, ordinances and regulations in performing the services listed.
5. Contractor shall obtain and replace all worn or damaged parts of the door system. All replaced materials will be removed from premises unless specifically requested.
6. Contractor shall provide any appropriate emergency services to stabilize a door to make it safe and/or secure while repairs are made. An emergency is one so defined by the director of the Division of Maintenance.
7. The work shall be under the general direction of the contractor but subject to the inspection of an MCPS authorized representative, who may require the contractor to correct defective workmanship and materials without additional cost.

B. Performance

1. Contractor shall have on the job site at least one person fluent in English.
2. 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/or damage.
3. Contractors and employees:
 - a. Will be required to check in daily at the facilities main office to receive identification badges that shall be worn while on premises. These badges must be returned to MCPS daily.
 - b. Use of any form of tobacco products, liquor and/or illegal drugs is not permitted in MCPS buildings and on grounds.
 - c. Are not to routinely use facility equipment and buildings, i.e., telephone, lounges, toilet rooms, parking lots, etc. The MCPS project coordinator will designate such facilities authorized for contractor use.
4. All work shall be scheduled to the mutual satisfaction of the MCPS School Administration to

avoid conflicts with school activities.

5. Work area must be left clean and ready for use after the completion of the job. The contractor must remove all debris generated by the work from the premises daily.
6. Partial payments may be considered, based on the contractor's justification of expenditures.
7. The contractor may not sublet any portion of this contract without prior written consent of MCPS.
8. The contractor assumes all responsibility for tools, equipment and materials at the job site.
9. The contractor shall take all necessary precautions during the period of service to protect existing MCPS facilities from damage by workmen and shall repair or replace, at the contractor's own expense, any damaged property caused by the contractor's employees or sub-contractors.

C. Repair Charges

Separate unit prices for materials and labor shall be applied to routine and emergency repair services as requested by MCPS, the MCPS project coordinator or their designated representative must authorize all repairs.

The contractor shall bill only for the hours worked at the MCPS location, MCPS will not pay for travel time to and from the location.

1. The Contractor shall be notified by the MCPS project coordinator or designated representative to make repairs as required. No repairs shall be made without prior MCPS authorization. **MCPS will not pay for any non-authorized repairs.**
2. The Contractor shall provide and include in their bid prices, all necessary equipment, tools, and miscellaneous truck stock to complete the repairs.
3. Unless on emergency situations, the Contractor shall submit repair cost estimates for all repairs to the MCPS Project coordinator or approved MCPS personnel as requested, for authorization, prior to making repairs.
4. Materials

The Contractor shall provide parts, which shall be invoiced at direct cost plus the fixed percentage mark-up supplied on their bid response. The contractor shall be reimbursed for their documented cost as invoiced by the supplier plus fixed percentage mark-up. The contractor must submit to the MCPS project coordinator, itemized invoices from the supplier when requested by the MCPS authorized representative.

D. System Failure

The service technician shall report to the MCPS project coordinator or authorized representative, immediately any conditions that may jeopardize the ability of the overhead doors to function as intended.