



MONTGOMERY COUNTY PUBLIC SCHOOLS
MARYLAND
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301-279-3172

October 16, 2015



RFP Number: 4371.1
Questions due: October 26, 2015
Pre-bid Conference: November 5, 2015
Due Date: November 20, 2015
Open Time: 2:00 p.m.

To: Prospective Offerors:

The purpose of this Request For Proposal (RFP) is to solicit proposals from qualified Contractors to provide a Utility Information Management System (UIMS) to manage all types of utility billing. The Department of Facilities Management's intent is to award a contract to a firm capable of delivering a Utility Information Management System that utilizes a Software as a Service (SaaS) model in accordance with terms, conditions and specifications established herein.

A pre-bid conference will be held from 1:00 – 3:00 p.m. on Thursday November 5, 2015, at Montgomery County Public Schools, 45 W. Gude Drive, 4th Floor, Redwood, Rm. 4C07, Rockville, MD. 20850. Questions regarding this RFP must be submitted by close of business October 26, 2015

Proposals must be received on or before 2:00 p.m., on November 20, 2015. Proposals received after this date and time will not be considered. Proposals must be delivered in a sealed opaque envelope with the RFP number, opening date and opening time indicated in the lower left corner of the envelope. Proposals must be marked on cover pages of each with "ORIGINAL", "COPIES" and "REDACTED". Proposals are to be delivered to Montgomery County Public Schools, (MCPS) Procurement Unit, 45 W. Gude Drive, Suite 3100, Rockville, Maryland 20850

The provider must submit one (1) original, three (3) copies and one redacted copy of their proposal. **The proposal must be signed by an official having authority to contract with MCPS.** The firm and official's name shall be used. This solicitation does not commit the district to pay any costs incurred in the submission of proposals or guarantee that an award will be made.

In the event of emergency closing of Montgomery County Public School offices, this RFP will open at the same time on the next regular working day.

Sincerely,
Barbara Regalia
for Kathleen C. Lazor, Director
Department of Materials Management
Procurement Unit

MONTGOMERY COUNTY PUBLIC SCHOOLS
Request For Proposal
Request For Proposal No. 4371.1, Utility Information Management System
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**Department of Materials Management
Procurement Unit
MONTGOMERY COUNTY PUBLIC SCHOOLS
Rockville, Maryland**

Request For Proposal No. 4371.1, Utility Information Management System

1.0 INTENT

Montgomery County Public Schools (MCPS) and the Department of Facilities Management (DFM) are soliciting proposals from qualified Contractors to provide a Utility Information Management System (UIMS) to manage all types of utility billing. The Department of Facilities Management intent is to award a contract to a firm capable of delivering a Utility Information Management System that utilizes a Software as a Service (SaaS) model in accordance with terms, conditions and specifications established herein. This will include collecting all relevant data from utility billing and sending the payment information to our financial system, Financial Management System (FMS). The billing information collected will be accessible to DFM by providing an ongoing service to collect utility data and enter it into a database to provide comprehensive graphics and charts to show trends, identify taxes, fees and surcharges. DFM currently has an older system that has been collecting some billing data and would like a method to create a historical archive of this data.

2.0 BACKGROUND

MCPS is the 17th largest school system in the United States, and the largest in the state of Maryland with over 200 schools and 30 non-school buildings. The dollar value of annual utility bills is around \$39,000,000 and there are approximately 1,000 utility bills per month from a variety of different utility companies. Currently, MCPS receives some monthly billing electronically from a few utilities. This is then entered into a software program that maintains a database of MCPS entered data. This allows the Energy Resource Team to create reports and export data to Excel.

Current utility companies:

1. Pepco
2. Potomac Edison
3. BGE
4. Washington Gas Light Energy Services (Wholesale electric)
5. Sun Edison
6. Town of Poolesville (water)
7. City of Rockville (water)
8. Washington Suburban Sanitary Commission (WSSC)
9. Constellation (Wholesale gas)
10. Washington Gas Light Company (LDC gas)
11. Amerigas Propane LP
12. Space Petroleum a division of IPC USA, Inc. (Oil)

The objectives of this program are:

- Record all utility information from utility billing
- Streamline utility payment and accounting information
- Perform portfolio, building, and system level energy performance analysis

- Produce reports for energy and utility management, operations and maintenance
- Facilitate continuous energy management and increase operational efficiency

3.0 SCOPE OF WORK

The Contractor shall obtain all utility account and billing data directly from the utilities on the behalf of MCPS and provide setup, support and host a Utility Information Management System of:

- energy invoice data,
- energy account information,
- historical transaction data,
- G/L account codes,
- associated gross square footage values
- and any other reporting attributes as provided by MCPS.

All data collected by the Contractor shall be available to authorized users of MCPS through real-time web-based interfaces.

User Management – MCPS must be able to manage adding/removing users from the system centrally and provide access to individuals to view and manage their own data.

Document Management – a functional document management solution for centralized uploading of program documents in electronic format centrally is required. This should have to ability to handle files on the scale of around 1GB size. Users will have different access levels (read-only, edit) and documents can be shared with groups or individuals.

Online training – Users must have access to a library of online training videos and Help screens within the workplace. Instant online support (during normal business hours) must be available.

Notifications – Selectable notifications by email or text messaging can be sent to one or multiple users.

Utility Bill Data Services – Contractor will enter all utility bills electronically/manually. Data must be accepted and run through complete quality control before it is used in any tools; partial data will not be displayed. Data must be parsed into calendar months with data traceable to the original invoice online.

Utility Bill Analysis - Graphical and tabular output of monthly energy usage and savings from utility bill data. On demand output by selecting the filters and metrics that are critical to understanding and analyzing energy costs and usage. Displays graphs by kWh, kWh/day, kWh/month, peak kW, dollars and cents/kWh and normalized kWh per day. Data can be exported for further analysis.

Energy Star Benchmarking – Contractor must be an Automated Energy Star Benchmarking Partner and must be able to upload utility bill data regularly to Energy Star. Energy Star building benchmarking results must be displayed in tabular and graphical format, and be exportable.

Portfolio Benchmarking Tool – Groups of facilities should be benchmarked relative to each other for selectable periods for trending based on customer-defined metrics. Metrics must be customizable to meet program requirements.

Interval meter data – Where available from the utility

The data management system must generate notifications for missing data and the monitor should store up to a month's worth of interval data should it lose connection with the network. Interval meter data will be displayed comparing daily load profiles to calculated average profiles based on day-type.

Energy Usage Modeling – System must provide empirical modeling tool capable of creating a baseline model of building/system energy usage as a function of reliable independent parameters. Baseline model “training” period should be configurable by MCPS. Resulting empirical model must be capable of calculating hourly predicted energy consumption of facility/system. The Tool must be able to calculate daily energy/cost savings resulting from differences between model prediction and actual usage.

A weather data feed must be integrated into this application so that temperature and humidity can be used as independent variables input into the model.

The Tool must also be capable of providing the following notifications to users:

1. Peak consumption/demand exceeds preset value
2. Data are missing/Analysis incomplete

Notifications and limits are selectable by the user so that they only receive what they need.

4.0 MANDATORY SERVICE / REQUIREMENTS

4.1 Utility Information Management System

The Contractor shall provide, setup, support, and host an Utility Information Management System of energy invoice data, energy account information, historical transaction data, G/L account codes and associated gross square footage values, and other reporting attributes as provided by MCPS. All data collected by the Contractor shall be available to authorized users of MCPS through a real-time web-based platform.

Contractor shall maintain the data in the Comprehensive Database for reporting at five (5) levels (“Reporting Hierarchy”):

- MCPS
- High School, Middle School, Elementary School and Non-School Groups
- Building,
- Meter, and
- Energy Source.

This level hierarchy shall be maintained and available for reporting purposes. All reporting and data capture shall be by MCPS fiscal year. The fiscal year is July 1 through June 30. For example, July 1, 2015 through June 30, 2016 is MCPS Fiscal Year 2016.

The complete database must be backed up on a nightly basis with appropriate data back-up and restore systems in place. The database and all access must be virus and malware (malicious software) free. There shall be no pop-up ads on the site used by MCPS.

All MCPS data populated in the UIMS remains the property of MCPS regardless of form.

MCPS must have the ability to report on data up to ten (10) consecutive years.

Five years of existing MCPS data to be incorporated into new system.

4.2 System Setup & Configuration of Energy Hierarch & Energy Accounts

MCPS shall work with the Contractor to determine the configuration setup and reporting hierarchy of the energy information in the UIMS. The Contractor is responsible for performing the tasks to setup the UIMS based upon a written and agreed upon configuration document. Contractor shall be responsible for documenting the setup rules and protocols in a knowledge document that will be provided to MCPS as project documentation. Any changes implemented thereafter shall be the responsibility of MCPS to maintain in the knowledge document.

MCPS shall provide the Contractor with a list of vendors, vendors accounts, meter #, building #/ID, MCPS square footage data, G/L data (vendors account data referenced to MCPS Financial Management System; vendors name, vendors ID, account #), and all other data required to support the population and setup of the system per the configuration document. The Contractor shall work with MCPS in developing a standardized form for collection and validation of MCPS billing and consumption data.

MCPS will provide the Contractor with copies of the last 12-months of utility bills, vendors names and contract information, and 36-months of historic transactional data in an excel format. The Contractor shall be responsible for the collection, verification, and population of this data in the UIMS. MCPS shall be responsible for verifying and signing off on completeness.

4.3 Bill Receipt/Data Capture

4.3.1 Bill Receipt Service

The Contractor shall contact all the utility vendors directly and arrange to receive all MCPS Energy Account Bills directly from the vendors. This includes paper Bills delivered by the U.S. Mail as well as electronic Billing, as long as the electronic Billing contains all of the data fields. The Contractor may also determine the most cost effective way for receiving data from the vendors and make recommendation to MCPS. The Contractor shall ensure that it receives directly all energy vendors bills and invoices on an ongoing basis during the contract term or any extensions. The Contractor shall work with vendors to request and confirm that the Billing address has changed. Any changes to the service locations or Bill-to name shall be conveyed by the Contractor to MCPS immediately.

Contractor shall provide the billing batch report and online query in order to preview each billing interface batch for the payment process.

As the invoices selected for the payment process, the invoices status is changed to the pending for payment status and locked for further actions.

The application is capable to interface the invoices batch to the client ERP (Oracle Accounts Payable module) for the payment process, and receive the inbound file to update each invoice status with paid and check number, etc.

The application need to process different fiscal year invoices into different interface batches for fiscal control purpose. It should have functionality to report the billing data by the fiscal year.

The application should allow MCPS to review the invoice or statement images by selected invoices suppliers, payments, or interface batches.

The application should allow MCPS to export invoice or statement images by selected invoices, suppliers, payments, or interface batches.

Contractor shall provide MCPS with daily reports and/or tools that enable MCPS to see the volume and dollar value of transactions in process, the stage of the transaction (receipt, data capture, audit, accrued), and the payment status (i.e. due, overdue, paid).

The Contractor shall have procedures in place to avoid mistakes such as, but not limited to: misapplied payments from MCPS to a Supplier; missing Bills; and payment for closed accounts (and recovery of funds if found and credited or refunded to MCPS).

The Contractor shall provide a direct means for MCPS to see the # of invoices in its possession and the status of each.

4.3.2 Data Capture

The Contractor shall extract all line item detail (all fields, all data) from each Bill and enter this data into the UIMS for viewing and reporting online. This data extraction shall occur within 3 days of when the Contractor receives the Bill. Bills shall be electronically scanned and Bill data captured, and Contractor shall have methods of confirming and verifying the data for accuracy. The most rapid, accurate extraction is required. The Contractor shall develop and maintain appropriate data capture templates for each and every utility bill. Templates shall facilitate accurate data capture, the addition of the required [software] G/L coding, and validation of the Bill data as it is entered into the UIMS. It is anticipated that data capture templates will vary depending on the Contractor's Bill and information contained in the Bill. The Contractor shall design data capture templates such that they will be flexible enough to allow for changes in Bill format and Billing information that may occur.

All bill data shall be captured and populated into the database by the Contractor including, but not limited to:

- vendors name
- vendors customer account name and numbers
- vendors customer numbers (if any)
- Energy Source
- Service type (for example firm or interruptible for natural gas)
- Bill number, if applicable
- Facility Location or service address (location name and address)
- Facility name
- MCPS facility number
- Billing address

- Volume of energy consumed during the Billing period,
- Meter read dates,
- Meter number,
- Rate of service class (e.g. tariff class),
- All costs.
- All other charges and credits specified on the Bill,
- Demand data (and all factors, e.g. On-peak, Off-peak, Intermediate Load etc.) and costs, and any and all other data provided on the Supplier Bill, including the Price to Compare.

In all cases the vendors account number and or customer number must be referenced and tracked on each Energy Account for recording and reporting purposes. Each vendor normally supplies its own account number and/or customer number to the Bill which is consistent from month to month. Reference to the vendors account number and/or customer number is a critical component of the reporting and tracking structure and must be maintained.

4.4 Electronic Imaging of Bills

The Contractor shall create an electronic Internet viewable image file, which is virus and malware (malicious software) free, for every Energy Account Bill received for record keeping and reporting. PDF or equivalent image file of the entire Bill is acceptable). Internet access by date range, energy source, and building to viewing the Bill online is required. The Contractor and MCPS shall agree upon a naming convention for the bill images. Bill image files shall reference MCPS payment numbers and shall be searchable based on payment number. MCPS currently uses Fortis to organize bill images.

4.5 Invoice audit and Verification

4.5.1 Bill Audit/Validation Requirements

The Contractor shall provide technology that will enable all invoices to go through a bill audit process using the minimum verification checks as outlined below.

- check for invoice calculation errors
- check for previous balance charges
- check for duplicate or conflicting or overlapping service dates
- check for cost/consumption variances
- verify late fees
- verify account number change
- check for overlaps or gaps in Bills
- check for zero consumption and zero cost Bills
- verify any miscellaneous fees or new charges
- check for blanks, missing numbers or zeroes where there usually is a figure
- verify that line item charges sum correctly

- check for duplicate billing
- check for billing from meters that don't exist
- check for charges that are not permitted by contract or tariff
- check for duplicate payments
- check for malfunctioning meters
- check for meter reads that are the same as the previous month
- check for missing Bill notification to the Contractor
- check for high-low threshold variances
- determine if load factor and demand levels are abnormally low or high; and,
- match energy consumption on supplier and distributor bills (regulated and unregulated Contractors) to confirm that these are exactly the same on electric bills and allow for losses on gas bills.

4.5.2 Identifying & Resolving Bill Discrepancies

All actions (additions, deletes, edits, comments) taken by MCPS personnel should be traceable/auditable with a user name and time stamp association to the action. The UIMS should permit different users to perform different approval steps, preferably enabled by workflow technologies.

4.5.3 Resolving bill Discrepancies

The Contractor shall review all invoices for errors and omissions. The Contractor shall review each Bill to validate usage, cost and accuracy. The Bills should be audited in a way that provides due diligence and reasonable assurance that the Bill is accurate and payable. The review shall check tariff rates, unit prices, contract rates (with Third Party Suppliers), meter reads, and energy consumption, and the various factors on the Bill relating to each, at a minimum. The Contractor shall compare Bills against prior month Bills and against Bills from the same month in the prior year to check for large Billing variances and anomalies. Where applicable, Supplier bills shall be compared against Distributor Bills to ensure consistency of energy units.

The Contractor and MCPS shall agree upon a set of validation threshold limits for each validation rule and identify those scenarios for when Contractor is authorized to resolve on its own. The Contractor and MCPS shall establish process and communication protocols for when to seek MCPS action or approval on validations that require further investigation. Contractor shall be responsible for documenting these protocols and processes.

The Contractor shall alert and provide documentation to MCPS when invoices fail the validation threshold limits. Validation thresholds should be adjustable by MCPS.

The Contractor and MCPS shall agree upon a process and financial credit against services in the event MCPS finds invalid or inaccurate transactions that have posted to MCPS G/L system.

4.5.4 Billing Errors Correction

The Contractor shall contact the Supplier regarding Billing errors and request a replacement or adjusted Bill. If the Contractor finds Billing errors that should be resolved, the Contractor shall document the Billing

errors (going back to the origin or the statute of limitations) and obtain account credits or refunds. All billing errors must be addressed and resolved. The Contractor shall notify MCPS of actions taken and document the error correction process.

MCPS and the Contractor shall agree upon procedures for how to handle credits received from billing errors. When Billing errors are found, the Contractor shall establish procedures to avoid similar errors from occurring in the future.

4.5.5 Notices

Contractor notices and correspondence received by the Contractor including late payment notices, rate schedule notices, meter reading notices and rebate checks shall be forwarded to MCPS within 24 hours of receipt after taking action or with a recommendation for action.

4.6 Quality Control/Service Level Agreements

The Contractor shall have a well-established and experienced internal account management team dedicated to servicing MCPS, (i.e. a support group or call center). Incomplete utility Bill Transactions and unresolved and escalated inquiries shall be researched and resolved and are reason for complaint. The Contractor shall generate action plans to reduce Billing errors. Access to the support group or call center must be available by email and phone number on a workday basis, Monday through Friday 8 am to 5 pm (EST or EDT). Inadequate support will be cause for complaint.

Service Level Agreements (SLA) for Bill Receipt, Data Capture & Bill

Discrepancy Resolution Bill Processing Accuracy:

- 99% of bills are processed correctly based upon agreed upon validations.

Timeliness/Turnaround:

- Invoices without discrepancies must be processed within 3 days of receipt.
- Invoices with discrepancies resolved within 15 days of receipt.
- Posting of data files and image files to MCPS within 24-hours of invoice processing.
- 0% late fees associated with bill processing.

Completeness/Inventory:

- 100% of All Bills Accounted for and Recorded

Contractor must guarantee the accuracy, availability, and completeness of the services outlined in this RFP.

4.7 Automated Data & Bill Image File Exchange & Data Access

The Contractor shall develop and manage tools necessary to format, record, report, upload and download data and documents that are compatible with MCPS Financial Management system. All file transfers must be virus and malware (malicious software) free. Contractor shall detail for MCPS how this will be achieved. Data files must be formatted according to MCPS format and posted to MCPS designed site within 24-hours of completion of processing (3 days from

receipt of invoice). Information on the payment status of invoices ("payment status") from [software] should be passed back into the UIMS for tracking & reporting purposes. The Contractor and MCPS will determine the appropriate method and timeliness for this payment status data exchange.

4.8 Budgeting and Forecasting

The UIMS shall provide forecasts of energy consumption and energy costs based primarily on historical consumption data and cost data coupled with market data and trends. The Contractor shall provide a comparison of forecasted expenditures and consumption to the budgeted & actual expenditures and consumption on a monthly basis.

4.9 Actual and Normalized Formats

The Contractor shall prepare and present all data in actual form as Billed, as well as in a normalized form by calendar month, calendar year, and fiscal year. Consumption data must also be displayable as normalized for weather by degree day.

4.10 Energy Star Management

The Contractor shall provide an automated interface with the Energy Star Portfolio Manager website for specified buildings to enable MCPS to easily pass the data to the Portfolio Manager.

4.11 Report Requirements

4.11.1 Internet Reports and Screens

The Contractor shall make data available online to MCPS the following cost, consumption and energy efficiency metrics for each of level on the 5-level report hierarchy:

- total consumption volume (kWh, MMBTU, therms, ton hours, gallons etc.)
- peak electricity demand (kW) and Load Factor (%)
- total cost by energy type
- unit cost (\$/kWh, \$/MMBTU, \$/ton-hr, \$/therm, \$/gal.)
- EUI (kbtu/square feet)
- occupancy cost (\$/square feet by invoice)
- total cost

MCPS shall provide the Contractor with building square foot data needed for the above calculations on an annual basis on an excel file. The Contractor will be responsible for uploading this data into the UIMS.

Data shall be weather normalized on a monthly basis based on -degree-day data derived from an authoritative source such as the National Weather Service or the Energy Information Administration appropriate for the location. The online data system shall report all data continuously by month or fiscal year. Up to three years of data shall be reported when available, for comparison purposes.

4.11.2 General Reports

All reports shall be viewable via the web and compatible with downloading into Microsoft Excel 2013. Reports shall be generated for different levels by Energy Account, building, High School, Middle School, Elementary School and MCPS total by month and by Fiscal Year. At a minimum, the Contractor's UIMS shall provide the following reports:

Monthly Energy Account invoice data report including all usage and calculated data, total usage, cost factors and total cost, and subtotals for Societal Benefits Charges, including the ability to see all months by fiscal year in the same report as an optional screen. This report should be available for all 5-levels of the reporting hierarchy in summary and detailed format.

Fiscal Year Quarterly Reports Quarterly evaluation of each school's current electric consumption and cost compared to a pre-established baseline (rolling 5 yr total)

Invoice Status report including # and dollar value of invoices with status and stage in processing.

Budget to Actual report including original and modified budgets, actuals and forecasted periods by month by energy type.

Actual History Report shall record the actual payments and actual consumption with totals for a specified period (year to date, current month, six months, 12 months). The Actual History Report shall sort data by Energy Account, school name, Customer, energy source and Contractors.

Energy Star Scorecard Report shall provide all data from the Energy Star Portfolio Manager and shall be able to compare building ratings on a monthly and cumulative basis over time, by School and MCPS-wide.

Meter Report shall provide detailed information about consumption and cost at the meter/account level and Contractor level by Bill month and Fiscal Year.

Project Report shall track and maintain detailed information about energy savings (i.e. comparatives to prior period, or comparatives to a budget or forecast vs. actual) related to capital improvement projects at the facility level.

Forecast Reports shall project energy expenditures and energy consumption and shall provide a combined forecast for both expenditures and consumption. The report shall generate projections by month, fiscal year, year-to-date, and by [software] G/L codes. Projections shall be based on Billing information, history, extrapolations, current loads, prior usage and other factors (i.e. degree days, seasonal factors, tariff changes, market conditions, business growth, etc.) in sufficient detail to enable analysis and verification.

Monthly List of all Accounts by School level report shall provide a list of all active Energy Accounts, suspended accounts and closed accounts sorted by school level (High School, Middle School and Elementary School and [software] G/L codes.

New Accounts and Unidentified Accounts report shall provide a list in Excel format of all new accounts set up in the past month and a cumulative list of new accounts by fiscal year. The report shall also provide a list of all Bills from unidentified accounts. Unidentified Bills shall not be paid but will be investigated.

Refunds Report (if Contractor is resolving discrepancies and correcting billing errors) shall provide a list of refunds received from Contractor by Energy Account, fiscal year, facility, school and Participant, and reason for refund.

Accruals Report shall provide a list of accrual transactions for Contractor accounts that includes the energy type, building, meter #, forecasted expense, accrual date.

Missing Bill Report shall provide a list of missing bills and the estimated dollar value of the bills based on historical billing amounts.

SLA Achievement Report shall provide on a monthly and yearly basis the number and percentage of transactions with billing discrepancies/errors, the dollar value (\$), percentage (%) of total energy expenses of the billing discrepancies, number of total invoices expected and processed, average # of days to process transactions, % achievement within SLA metrics, and the uptime of the hosted environment.

4.11.3 Ad Hoc Reporting

The Contractor's online data system shall include a Data Mining capability that can mine information from all data in the UIMS or Contractor shall have the ability to create ad hoc reports for MCPS to satisfy this need. The Data Mining capabilities shall be available to users. Data Mining capabilities shall include the ability to choose from a variety of fields, ability to specify data ranges, and the ability to view line by line details of Bills, budget, forecast, and energy consumption data. Data searches should be available by cost, demand, usage and use per square feet and other variables. Report settings must be savable.

4.11.4 Exported Reports and Graphing

All data reports shall be exportable to MS-Excel 2013 spreadsheets and allow for graph creation. Data Export to CSV format shall be available.

4.11.5 Printing

Participants shall be able to print reports and screens on local or network printers. Reports should be formatted to fit on one 8 1/2 x 11 page where possible. State any exception where reports must require other paper size.

4.12 Training Requirements

Contractor shall provide initial user training during the setup phase and online tutorials and knowledge base articles for how to use the system and to demonstrate other institutions of higher education best practices. The Contractor shall provide written training materials.

4.13 Project Implementation Services

The Contractor shall provide the resources to make sure that the project is delivered within the scope, on time and within budget including the development of project scope document, project implementation plan and timelines, project meeting facilitation, and documentation of processes, rules, and configuration decisions so as to meet the Knowledge Management requirements set forth in Section 4.14. The Contractor shall perform the setup and configuration services based upon the agreed Scope of Service as set forth in Section 3.0.

4.14 Knowledge Management Requirements

Contractor shall document all configuration setup and process decisions made by MCPS in the implementation of the project. Contractor shall produce a Configuration Document that shall be approved by MCPS prior to setup and configuration of the UIMS. This document shall be made available in PDF and Microsoft Word format. It should be turned over to MCPS to maintain any changes post implementation.

5.0 PLACE OF PERFORMANCE

Even though this is an internet accessible program, the primary place of access will be: MCPS Facility Management, 4th floor, 45 W. Gude Dr., Rockville, MD, 20855, Energy Resource Team.

6.0 OVERVIEW OF CURRENT BUSINESS PRACTICE & TECHNICAL INTEGRATION

6.1 Infrastructure Overview

The Office of the Chief Technology Officer (OCTO) supports the systems and technical infrastructure of the school system and ensures that day-to-day operations function optimally. Any solution proposed by a prospective Contractor must operate optimally as part of the MCPS infrastructure. Some relevant characteristics of the MCPS infrastructure are as follows:

- All staff and students authenticate to the MCPS network using their Active Directory credentials.
- The standard operating system for centrally managed server applications is Windows Server 2012 R2.
- MCPS uses both Microsoft SQL Server 2012 R2 and Oracle 10g/11g as the standard for enterprise database management.
- Web applications are typically served using Microsoft Internet Information Server (IIS).
- Web applications are typically load balanced using an F5 BigIP load balancing appliance.
- The MCPS standard software development platform is Microsoft .NET (C# and ASP.NET) for custom development and integration.
- All schools have a minimum of 100Mbps download speeds and 10Mbps upload speeds to the MCPS data center and the internet with half of our schools having upwards of 100Mbps upload speeds.
- All schools have desktop workstations with a minimum configuration of a 20GB hard drive, 1 GB RAM and a 2.8 GHz processor. These desktop computers use the Windows 7 and 8.1 operating system.

6.2 Contractor Infrastructure

- The Contractor must provide information detailing the structure and redundancy of their data center(s).
- The Contractor must provide information detailing the network architectures (private and public networks)

6.3 Data Integration

- The system must be able to facilitate unattended, automated and secured data transfer to FMS,

MCPS's Financial Management System (Oracle EBS release 11.5.10.2).

- o What is your experience in regards to integrating the proposed solution into Oracle EBS Accounts Payable system using standard EBS application programming interfaces (APIs)?
- o The system that we are replacing, currently generates a text file that is imported into FMS. Indicate your system's capability of creating a file, as per the specifications below.

FMS Inbound AP File format

Field Name / Delimiter	Data Type	Length	Position From	Position To	Comments
GL_CODE	Varchar2	20	1	20	General Ledger Account Number
DELIMITER	Char	1	21	21	"," (Comma)
AMOUNT_DUE	Number	11	22	32	Invoice Due Amount
DELIMITER	Char	1	33	33	"," (Comma)
CONTRACTOR_CODE	Varchar2	20	34	53	Contractor Code
DELIMITER	Char	1	54	54	"," (Comma)
METER_CODE	Varchar2	20	55	74	Meter Account Number
DELIMITER	Char	1	75	75	"," (Comma)
TOTAL_CONSUMPTION	Varchar2	12	76	87	Total Consumption(Usage)
DELIMITER	Char	1	88	88	"," (Comma)
INVOICE_DATE	Date	8	89	96	Invoice Date
DELIMITER	Char	1	97	97	"," (Comma)

Sample data file

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013210481510504023 , 72.64,213422 , 2598.001119 , 60.10,20150909,20150901
013210423610504023 , 63.71,213422 , 2634.016906 , 44.23,20150909,20150901
013210400010504023 , 18.61,213422 , 2598.398101 , 0.00,20150909,20150901
013210400010504023 , 40.55,213422 , 2598.000509 , 0.00,20150909,20150901
013210400010504023 , 18.61,213422 , 2733.490100 , 0.00,20150909,20150901
013210431610504023 , 76.40,213422 , 2593.223500 , 68.40,20150909,20150901
013210431210504023 , 78.61,213422 , 2514420039 , 72.50,20150909,20150901
01321041110504023 , 116.68,213422 , 2486649904 , 145.30,20150909,20150901
013210430010504023 , 20.01,213422 , 2526.00030E , 2.30,20150909,20150901
013210430510504023 , 94.15,213422 , 2480.13020E , 102.30,20150909,20150901

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- Fortis Document Management System is used by many offices as the repository system for many types of documents including, but not limited to purchase orders and invoices.
- The proposed solution must facilitate unattended, automated and secure data export to transfer Invoices

(utility bills) to MCPS's Document Management System (Fortis). Example: A "pipe"/"csv" delimited

- ASCII file listing relevant invoice related indexing fields (fields to be determined) as well as the fully-qualified UNC path to the related document files – Typically in PDF format.
 - What is your experience in regards to integrating the proposed solution into a document management system?
- The system shall not have any limitations on the number of times when data transfers can be performed from the district's systems.

6.4 System Security

- The system must integrate optimally into the MCPS technical infrastructure outlined in this RFP.
- The system shall provide segregation of MCPS data and operations from Contractor's other customers and secure all system data from unauthorized access or corruption.
- The system shall apply changes to permissions and authorization levels immediately.
- The system shall provide the ability to configure and enforce rules controlling the number of unsuccessful logon attempts allowed by a user before disabling the user's access to the system.
- The system shall retain logs of unsuccessful logon attempts.
- The system shall support expiration of cookies at end of a session (by either both logging out of the system or closing the browser).
- The Contractor shall list all supported web browsers and their versions. The Contractor must also list all required browser-related components and versions including, but not limited to, Java, plug-ins and Active-X components.
- The system shall timeout user session due to system inactivity by a user. State your timeout settings as well as the ability to change the setting.
- The Contractor shall ensure that all data transmissions between MCPS and the Contractor are secure and encrypted. The system shall provide 256-bit SSL encryption or other industry standard secure data transmission protocol for each user session.
- The Contractor must be able to provide access limitations based upon district roles, and give the site system administrator a tool to modify access rights at the individual, role and group levels. The Contractor's system must be configurable to provide specific user rights and roles and to restrict data access and administrative oversight to the appropriate personnel.
- The system shall restrict users' access to information based on their security roles.
- The Contractor must provide a description on how user login ID's and passwords are maintained as well as the frequency of expiring passwords.

- The Contractor must indicate the feasibility of integrating the system with MCPS Active Directory and the ability to for the system to work independently from Active Directory.
- If authentication is managed by the system itself and not Active Directory,
 - the system shall allow passwords to be reset.
 - the system shall have the ability to use the MCPS user login or user email address to login into the system.
- The Contractor must provide a description of their policy regarding backup, storage, retention, and distribution of data.
- The Contractor must provide a detailed description of internal and 3rd party audits. The Contractor must document and disclose its most recent audit rating.
- The Contractor must explain internal company protocols regarding the handling of client data.
- The Contractor must require all employees to sign data handling agreements at hire and these documents should be readily available.
- The Contractor must certify that it employs and will continue to employ Certified Information Systems Security Professional (CISSP) or the equivalent in certification to test the system and perform ongoing monitoring.
- The Contractor must not use, release or share MCPS data to any organization or person outside of MCPS.

7.0 PRICING / INVOICES

This shall be a base bid annual price to include all items from Section 3, Scope of Work and Section 4, Mandatory Service Requirements. Invoices shall be sent quarterly for one quarter of the annual amount.

Two invoices shall be provided. One invoice should be sent to the Project Contact (See 13.0) for review and sign off and the second invoice shall be sent to the MCPS Controller's Office, 45 W. Gude Drive, Suite 3200, Rockville, MD 20850.

8.0 SPECIAL CONSIDERATIONS

- 8.1 **Damages:** All claims of damage relating to contractual service will be the total responsibility of the contractor which shall hold harmless MCPS and its officials, agents, and employees, the Maryland State Department of Education (MSDE), and any other governmental agency and their assigns.

9.0 CONTRACT TERM

The initial term of the contract shall be for two (2) years as stipulated in the RFP. MCPS reserves the right to extend this contract at existing prices, terms and conditions for up to three (3) additional one (1)

year terms. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful Contractor(s) 90 days prior to the expiration of the original contract. The Contractor(s) shall 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.

10.0 PROVISION FOR PRICE ADJUSTMENT

Price increases on service labor rate will not be considered for the initial 2-year contract. Thereafter, the successful Contractor must submit a written request for price relief. 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. Downward adjustments shall be made by MCPS without a request from the successful Contractors. MCPS reserves the right to accept or reject the request as may be determined to be in the best interest of MCPS. Any services requested 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.

11.0 CONTRACT TERMINATION

MCPS reserves the right to cancel the contract in whole or in part at any time in accordance with Article 26, Part B.

12.0 INSURANCE REQUIREMENTS

Respondents shall submit documentation of their malpractice insurance consistent with appropriate industry standards and shall maintain such malpractice insurance throughout the contract term. In addition:

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.

Prior to the execution of the contract by MCPS, the proposed awardee must obtain at its own cost and expense insurance with insurance company/companies licensed to do business in the state of Maryland.

This needs to be evidenced by a certificate of insurance and/or copies of the insurance policies. The insurance must be kept in force and effect until termination of the contractual relationship with MCPS. Contractor's insurance shall be primary. Expected liabilities include the following:

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 (45) days written notice of cancellation or material change of any of the policies is required.

Certificate Holder:

Montgomery County Public Schools
Procurement Unit
45 W. Gude Drive, Suite 3100
Rockville, Maryland 20850

13.0 INQUIRIES/PROJECT CONTACT

Inquiries regarding this RFP must be submitted in writing, to Barbara Regalia, CPPB, Team Leader, Montgomery County Public Schools, Procurement Unit, 45 W. Gude Drive, Suite 3100, Rockville, Maryland 20850. fax number 301-279-3173. The Board of Education will not be responsible for any oral or telephone explanation or interpretation. Contractor contact with any other MCPS employee regarding this RFP 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 RFP response. The MCPS Procurement website address is <http://www.montgomeryschoolsmd.org/departments/procurement/>

Project Contact after award:

Ms. Shela Plank - Energy Program Manager
MCPS – Department of Facilities Management
45 W. Gude Drive, 4th floor
Rockville, MD 20850
240-314-1091

14.0 REFERENCES

Contractors are required to provide at least three (3) references. MCPS is most interested in references from organizations with over 75 facilities, K-12 school systems with contracts that have been in effect for 2 years or more. The references shall have company name, contact person, address and phone number. If the reference information is not accurate and MCPS cannot contact the person(s) named your proposal may not be considered.

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

In determining the qualifications of an applicant, MCPS will consider the applicant’s record and performance of any prior contracts with MCPS, federal departments or agencies, or other public bodies. MCPS may conduct any necessary investigation to determine the ability of the Applicant to perform the work, and the Applicant shall furnish to MCPS all such information and data requested, such as information about its reputation, past performance, business and financial capability and other factors that demonstrate that the provider is capable of satisfying MCPS’ needs and requirements for a specific contract. MCPS reserves the right to reject any proposal if the evidence submitted by the Applicant or investigation of such Applicant fails to satisfy MCPS that such Applicant is properly qualified to carry out the obligations of the contract and to complete all requirements contemplated therein. Consideration will be given to any previous performance with MCPS as to the quality and the acceptability of bidder’s services.

All bidders submitting a proposal shall include evidence that they maintain a permanent place of business and copies of any and all appropriate licenses necessary to perform this work with their proposal. Applicants also shall demonstrate that they have adequate staff to perform the required services. Use of subcontractor(s) and/or third party providers, if any, must be specifically identified

within the proposal. Subcontractor and/or third party provider roles shall be clearly expressed. MCPS reserves the right to accept or reject use of proposed subcontractor(s) and/or third party provider(s).

15.0 DEVIATIONS

Proposals must clearly identify any variances from or objections to the specifications in this RFP. Lacking any response to the contrary, MCPS will infer that the Applicant agrees to the specifications of this RFP, including the contract provisions set forth below.

16.0 MANDATORY SUBMISSIONS

Failure to include the following required submissions may render the proposal non-responsive as determined by the director of the Department of Materials Management.

- 16.1 Describe experience providing services similar to those MCPS is seeking: Please include frequency, scope, duration of services and other relevant descriptions to indicate experience.
- 16.2 Sample process documentation that demonstrates the process steps that the contractor follows to accomplish service.
- 16.3 The Contractor must describe how quality of service will be monitored.
- 16.4 The Contractor must include complete resumes of qualifications and experience of all staff who will be assigned to this contract.
- 16.5 A list of at least three (3) references for the contracting agency, see 12.0 References. MCPS is most interested in references from organizations with over 75 facilities, K-12 school systems with contracts that have been in effect for 2 years or more.
- 16.6 Completion of Exhibit A – Pricing
- 16.7 Insurance Requirements (see 12.0 Insurance Requirements)

17.0 SCHEDULE OF EVENTS

The anticipated schedule for activities related to this RFP is as follows:

RFP issued:	October 16, 2015
Questions due:	October 26, 2015
Pre-bid conference:	November 5, 2015, 1:00 – 3:00 p.m.
Proposals due:	November 20, 2015 - 2:00 p.m.
Demo/Interviews, if needed	December 9 th or 10 th , 2015
Anticipated award date:	January 12, 2016

The successful Contractors will be expected to be ready to start immediately upon award of the contract.

18.0 PRE-BID CONFERENCE

A pre-bid conference for prospective offerors will be held on November 5, 2015 1:00 – 3:00 p.m., Montgomery County Public Schools, 45 W. Gude Drive, 4th Floor, Redwood, Rm. 4C07, Rockville, MD. 20850.

Attendance at this conference is encouraged, but is not mandatory. The purpose of the pre-bid conference will be to allow prospective offerors the opportunity to obtain clarification of the RFP and ask questions directly of MCPS staff to assist them in the preparation of the proposal response. Questions are due October 26, 2015, close of business, and responses will be presented at the pre-bid conference.

Contractors shall provide the names of the persons who will attend the pre-bid conference. Please send no more than two representatives. Send the names to Barbara Regalia, fax number 301-279-3173 or E-mail, Barbara_Regalia@mcpsmd.org no later than November 3, 2015.

19.0 EVALUATION CRITERIA

The MCPS' Evaluation Team will review all proposals received as part of a documented evaluation process. For each decision point in the process, MCPS will evaluate Proposers according to specific criteria and will elevate a certain number of Proposers to compete against each other.

The Proposal evaluation criteria should be viewed as standards that measure how well a Proposer's approach meets the desired requirements and needs of MCPS. The criteria that will be used and considered in evaluation for award may include, but are not limited to:

1. Demonstrated experience with organizations with a large portfolio of buildings (especially school systems). Please provide references.
2. Cost and completeness of services under base bid price
3. Implementation strategy and schedule
4. Post-implementation support
5. Software demonstrations
6. Completeness of mandatory submissions
7. Options the contractor would like MCPS to consider

19.0 SUBMISSION GUIDELINES

The response shall address each RFP specification. Contractors may request via e-mail to Mrs. Barbara Regalia, team leader, Procurement Unit, at Barbara_Regalia@mcpsmd.org the Microsoft Word document of the RFP to help them in preparing their response.

One (1) original, three (3) copies, and one (1) redacted copy must be sent by mail, courier, or hand-delivery. No faxes of proposals will be accepted.

The redacted copy shall specifically identify confidential business information or technical data which the bidder or subcontractor bidder does not want used or disclosed for any purpose other than evaluation of the proposal. 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. Price and cost data concerning salaries, overhead, and general and administrative expenses are considered proprietary information and will not be disclosed.

Proposals are to be received no later than 2:00 p.m., on November 20, 2015. Submit responses of the entire RFP proposal to:

Montgomery County Public Schools
Procurement Unit
45 W. Gude Drive, Suite 3100
Rockville, MD 20850

Please contact MCPS Procurement Unit via e-mail at Barbara.Regalia@mcpsmd.org to receive an electronic MS Word copy of the RFP.

Please note that the Board or MCPS shall not be responsible nor be liable for any costs incurred by the Contractor in the preparation and submission of their proposals and pricing.

MCPS reserves the right to make an award without further discussion/interviews of the proposals received. MCPS also reserves the right to ask clarifying questions about submitted proposals. Should proposals submitted require additional clarification and/or supplementary information, Applicants should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when requested. It is understood that your proposal will become part of MCPS' file on this matter without obligation to MCPS.

20.0 ADDENDA/ERRATA

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the bidder's responsibility to check the MCPS website, under "Event Calendar" or contact the Procurement Unit at 301-279-3555 to verify whether addenda/errata have been issued. Failure to provide the signed acknowledgement of the addenda/errata may result in a bid being deemed non-responsive. MCPS website is <http://www.montgomeryschoolsmd.org/departments/procurement/>

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

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

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

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

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

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

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

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

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

Under recent amendments to § 5-561 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.

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.

22.0 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.

23.0 eMaryland Marketplace

As of June 1, 2008 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.

24.0 INQUIRES

Inquiries regarding this solicitation must be submitted in writing, to Barbara Regalia, CPPB, team leader, Montgomery County Public Schools, Procurement Unit, 45 W. Gude Drive, Suite 3100, Rockville, Maryland 20850, fax number 301-279-3173. The Board of Education will not be responsible for any oral or telephone explanation or interpretation. Contractor 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 RFP response.

The MCPS Procurement website address is
<http://www.montgomeryschoolsmd.org/departments/procurement/>

25.0 UNNECESSARILY ELABORATE BROCHURES

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the bidder's lack of cost consciousness. Elaborate art work and expensive visual and other presentation aids are neither necessary nor wanted.

26.0 PLACE OF PERFORMANCE

Service will be provided at the awarded provider's facility for identified employees as referred by OHRD and ERSC.

27.0 CERTIFICATION

The two forms attached to this RFP, Equal Opportunities Certification and Certification of Nonsegregated Facilities, must accompany the proposal. Evaluation of proposals is dependent upon satisfactory completion of these forms.

28.0 CONTRACT

MCPS plans to enter a contractual agreement with the firm(s) to whom the award is made and intends to make the attached Articles 1 - 31 a part of the contract. Articles 15, 29 and 30 are not applicable to this RFP.

Equal Opportunity Certification

1. Are you participating in any contractual agreement which contains the Equal Employment Opportunity Clause prescribed in Executive Order 11246, as amended?

() Yes () No

2. Name and address of Federal "Compliance Agency," if known:

("The Rules and Regulations of the Office of Federal Contract Compliance Programs, U.S. Department of Labor, define the term Compliance Agency as the agency designated by the Director, of CCP, to conduct compliance reviews and to undertake such other responsibilities assigned.")

3. Are you required to maintain a written affirmative action plan according to 41 CFR 60-2 and 60-1 (a)(4)?

() Yes () No

4. Has the "Compliance Agency" required you to correct deficiencies in your affirmative action plan or your employment policies and practices?

() Yes () No

5. Are you required to submit an annual compliance report as described in 41 CFR 60-17 (a)?

() Yes () No

If the answer to "5" is yes, enclose a copy of your latest compliance report.

Data on Subcontractors. (Use supplementary sheets where required.)

_____ (1)* (2)** (3)***

(Subcontractor's Name)

_____ () Yes () Yes () Yes
(Street)

_____ () No () No () No
(City) (State)

_____ (1)* (2)** (3)***
(Subcontractor's Name)

_____ () Yes () Yes () Yes
(Street)

_____ () No () No () No
(City) (State)

- * (1) Previously held contracts subject to EQ 10925, 11114, and 11246, as amended.
- ** (2) Previously filed certificate of nonsegregated facilities.
- *** (3) Previously filed annual (EEO-1, EEO-4, or EEO-6) compliance report.

Certification of Nonsegregated Facilities

By submission of this offer, the Offeror or subcontractor certifies that there is not maintained or provided for employees any segregated facilities and that employees will not be permitted to perform their services at any location, under the Offeror's control, where segregated facilities are maintained. The Offeror, or subcontractor, agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "Segregated Facilities" means any rooms, work areas, restrooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. The Offeror further agrees that except where there has been obtained identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause that there will be forwarded the following notice to such proposed subcontractors except where the proposed subcontractors have submitted certifications for specific time period:

Notice to Prospective Subcontractors of

Requirement for Certifications of

Nonsegregated Facilities

A Certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period, i.e., quarterly, semiannually, or annually.

NOTE: Failure of an Offeror to agree to the Certification of Nonsegregated Facilities shall render his offer nonresponsive to the terms of solicitations involving awards of contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause.

PLACE OF PERFORMANCE

Following is the name and location of the facility where the service will be performed:

(Name of Facility)

(Address)

Minority Business Enterprise

The offeror () is () is not a minority business enterprise. A minority business enterprise is defined as a "business at least 50 percent of which is owned by minority group members or, in case of publicly owned businesses, at least 51 percent of the stock is owned by minority group members." For the purpose of this definition, minority group members are African Americans, Hispanic Americans, Asian Americans, and American Indians.

Check the appropriate box below.

- African American Asian American Hispanic Native American
- Female Disabled None

NON-DEBARMENT ACKNOWLEDGEMENT:

_____ I acknowledge that my firm has NO pending litigation and/or debarment from doing business with the State of Maryland or any of its subordinate government units and/or federal government within the past five (5) years.

_____ I acknowledge that my firm has pending litigation or has been debarred from doing business with the State of Maryland or any of its subordinate government units and/or federal government, within the past five (5) years. (Attachment)

As the duly authorized representative of the applicant, I hereby certify that the above information is correct and that I will advise Montgomery County Public Schools should there be a change in status.

By (Signature) _____

Name and Title _____

Witness Name and Title _____

CONTRACTOR'S CERTIFICATION: Upon notification of award, this document in its entirety is the awarded Contractor's contract with MCPS. By signing below, the undersigned acknowledges that he/she is entering into a contract with MCPS.

- A. The undersigned proposes to furnish and deliver supplies, equipment, or services, in accordance with specifications and stipulations contained herein, and at the prices quoted. This certifies that this bid is made
- B. without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same supplies, materials, or equipment, and is in all respects fair and without collusion or fraud.
- C. I hereby certify that I am authorized to sign for the bidder. I/We certify that none of this company's officers, directors, partners, or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government; and that no member of the Board of Education of the Montgomery County Public Schools, Administrative or Supervisory Personnel, or other employees of the Board of Education has any interest in the bidding company except as follows:

By (Signature) _____

Name and Title _____

Witness Name and Title _____

NOTICE TO BIDDERS

The appropriate items below must be completed as part of the RFP. Failure to comply may disqualify your bid. Type or print legibly in ink.

I. BIDDER INFORMATION: As appropriate, check and/or complete one of the items below.

1. Legal name (as shown on your income tax return) _____

2. Business Name (if different from above) _____

3. Tax Identification Number _____

A copy of your W-9 must be submitted with this bid response.

II. BIDDER'S CONTACT INFORMATION: This will be filed as your permanent contact information.

1. Company Name _____

2. Address _____

3. Bid Representative's Name _____

4. Phone Number/Extension _____

5. Fax Number _____

6. Toll Free Number _____

7. Email Address _____

8. Website _____

CONTRACT ARTICLES

<u>No.</u>	<u>Title</u>
1	Description/Specifications
2	MCPS Project Officer
3	Personnel
4	MCPS Contract Administrator
5	Statement of Work
6	Deliverables
7	Price
8	Period of Performance
9	Submission of Vouchers
10	Inspection and Acceptance
11	Payment
12	Withholding Contract Payments
13	Services of Consultants
14	Publication and Publicity
15	Data Collection (Not Required)
16	Documentation and Copyright
17	Notice of Delays
18	Excusable Delays
19	MCPS Property
20	Covenant Against Contingent Fees
21	Officials Not to Benefit
22	Equal Opportunity
23	Compliance With Local Laws
24	Changes
25	Disputes
26	Termination for Convenience of MCPS
27	Order of Precedence
28	Severability
29	Bid Performance (Not Required)
30	Performance Bond (Not Required)
31	Nonappropriation of Funds
Exhibit A	Pricing Sheet

ARTICLE 1. DESCRIPTION/SPECIFICATIONS

The contractor shall, in conformance with the MCPS provisions, furnish all personnel, materials, services, and facilities necessary to perform the requirements of the statement of work and the contractor's proposal.

ARTICLE 2. MCPS PROJECT CONTACT

- a) The MCPS project contact is responsible for the technical aspects of the project and technical liaison with the contractor. The MCPS project contact is also responsible for the review and approval of any and all deliverables including reports, and such other responsibilities as may be specified in the contract.
- b) The project contact is not authorized to make any commitments or otherwise obligate MCPS or authorize any changes which affect the contract price, terms, or conditions. Any contractor requests for changes shall be referred directly to the director of the Department of Materials Management. No such changes shall be made without the written authorization of the director of the Department of Materials Management.
- c) The project officer may be changed at any time; but notification of the change, including the name and address of the successor project officer, will be provided to the contractor in writing.

ARTICLE 3. PERSONNEL

The following personnel are considered to be essential to the work being performed. Prior to diverting any of the specified individuals to other programs, the contractor shall notify the project officer reasonably well in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the contractor without the written consent of the project officer. However, the project officer may ratify in writing such diversion; and such ratification shall constitute the consent of the project officer required by this clause. The following listing may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate. Failure to obtain the approval of the project officer as required or to propose replacement personnel acceptable to the project officer may be cause for termination because of default.

Name _____

Title _____

Name _____

Title _____

Name _____

Title _____

MCPS reserves the right to require that the contractor replace any individual charged to the contract at any point during the contract period if it determines that this action is in its best interests. In such case, the written authorization of both the director of procurement and the project officer is required. In the notification to the contractor, MCPS shall stipulate the last day the person's time can be billed to the contract or how long the person can be involved in contract activities.

ARTICLE 4. MCPS CONTRACT ADMINISTRATOR

For day-to-day operational problems and for technical questions, the successful Contractor may contact the project officer.

ARTICLE 5. STATEMENT OF WORK

The contractor agrees, in consideration of the price stated in ARTICLE 7, to do the work described in this RFP and in the contractor's response to the RFP in a professional manner according to industry/professional standards. The contractor shall obtain and maintain any licenses or permits necessary for performance of the work.

ARTICLE 6. DELIVERABLES

All deliverables shall be submitted to the project officer according to the kinds and dates indicated in the RFP or as agreed upon after contract has been awarded.

ARTICLE 7. PRICE

This shall be a base bid annual price to include all items from Section 3, Scope of Work and Section 4, Mandatory Service Requirements. Invoices shall be sent quarterly for one quarter of the annual amount.

ARTICLE 8. PERIOD OF PERFORMANCE

The term of contract shall be for two year as stipulated in the RFP. After the initial contract term MCPS reserves the right to extend this contract at existing prices, terms and conditions for up to three (3) additional one (1) year terms.

ARTICLE 9. SUBMISSION OF VOUCHERSAll Contracts

The contractor's vouchers shall be approved for payment by the project officer only after the inspection or other evaluation has been completed by the project officer and after the project officer is satisfied that the contractor is performing the work and has prepared the voucher as required by the contract.

ARTICLE 10. INSPECTION AND ACCEPTANCE

MCPS, through any authorized representative, has the right at all reasonable times to inspect, or otherwise evaluate, the work performed or being performed at the premises on which it is being performed. If any inspection or evaluation is made by MCPS on the premises of the contractor or a subcontractor, the contractor shall provide and shall require their subcontractors to provide all reasonable facilities and assistance for the safety and convenience of MCPS representatives in the performance of their duties. All inspections and evaluations shall be performed so that they will not unduly delay the work.

ARTICLE 11. PAYMENT

Within 30 days after receiving of each invoice and accepting the work, MCPS shall, except as provided in this contract, pay for the work performed when approved by the project contact and director of the Department of Materials Management. A payment schedule will be jointly developed between MCPS and the awarded contractor.

ARTICLE 12. WITHHOLDING OF CONTRACT PAYMENTS

Despite any other payment provisions of this contract, failure of the contractor to submit required reports when due; or failure to perform or deliver required work, supplies, or services; or failure to deliver acceptable work, supplies, or services will result in withholding payments under this contract unless such failure arises out of causes beyond the control and without the fault or negligence of the contractor as defined by the clause entitled "Excusable Delays" or "Termination for Convenience of MCPS," as applicable. MCPS shall promptly notify the contractor of its intention to withhold payment of any invoice or voucher submitted.

ARTICLE 13. SERVICES OF CONSULTANTS

The contractor is prohibited from using the services of MCPS employees in performing this contract. Former employees may be used, provided that a 12-month period has elapsed since their last employment at MCPS.

ARTICLE 14. PUBLICATION AND PUBLICITY

The contractor shall not publish or otherwise publicize the methods employed or results achieved until the work performed has been accepted by MCPS. Any publication or discussion of services or presentations and other forms of publicity by the contractor requires express written consent from MCPS, subject to the following conditions:

- a) The primary purpose is to disseminate information about the work rather than to promote the contractor's accomplishments or knowledge.
- b) Publication or presentation prominently displays or acknowledges MCPS financial support as follows:

The contents of this publication do not necessarily reflect the views or policies of MCPS; and the mention of trade names, commercial products, or organizations does not imply endorsement by MCPS.

- c) Confidentiality of students and their families is maintained at all times.

ARTICLE 15. DATA COLLECTION

Questionnaires, survey instruments, or any other form of data collection from more than nine persons must be reviewed by the Department of Shared Accountability and approved by the deputy superintendent of schools prior to use as required by MCPS Regulation EHC-RA: Clearance of Data Acquisition Activities.

ARTICLE 16. DOCUMENTATION AND COPYRIGHT

Collected data, analyses, and any analytical processes, programs and files developed as a contractual requirement are the sole property of MCPS. Programs shall be completely documented, including the file layout of tapes, disks, and so on. MCPS may, at its sole discretion, waive title to any portion or to all data and analyses. MCPS has the sole right to copyright any process or program and may license its use by others for a fee or without charge.

ARTICLE 17. NOTICE OF DELAYS

Whenever the contractor has knowledge that any actual or potential situation, including, but not limited to, labor disputes is delaying or threatening to delay the timely performance of the work under this contract, the contractor shall immediately give written notice, including all relevant information, to the director of the Department of Materials Management.

ARTICLE 18. EXCUSABLE DELAYS

Except because of failures of subcontractors, the contractor shall not be considered to have failed in performance of this contract if such failure arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the failure of a subcontractor to perform and if such failure arises out of causes beyond the control of both the contractor and subcontractor and without the fault or negligence of either of them, the contractor shall not be deemed to have failed in performance of this contract unless (a) the supplies or services to be furnished by the subcontractor were obtainable from other sources; and (b) the director of the Department of Materials Management shall have ordered the contractor in writing to procure such supplies or services from such other sources, and the contractor shall have failed to comply reasonably with such order. Upon request of the contractor, the director of the Department of Materials Management shall ascertain the facts and extent of such failure; and if he shall determine that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly, subject to the rights of MCPS to invoke the termination article of this contract. As used in this article, the terms "subcontractor" and "subcontractors" mean subcontractor(s) employed at any level of the work being performed.

ARTICLE 19. MCPS PROPERTY

The use of MCPS property must be approved in advance by the director of the Department of Materials Management. Title to property leased with a purchase option shall pass to MCPS even though the option date is later than the contract period. Any payments required to acquire title are a contract cost. If MCPS has agreed to provide property owned by it, the following special provisions shall apply:

- a) The amount of MCPS property to be furnished to the contractor may be increased or decreased by written direction of the superintendent, and the contract price shall be adjusted to reflect the change pursuant to the stipulations of the "changes" article.

- b) The contractor shall insure all MCPS property in their possession or control and shall be liable to MCPS for the fair market value of any damage or loss to MCPS property, aside from that incurred by normal wear and tear. The contractor shall maintain the property in operating condition, with the cost being chargeable to the contract.
- c) All MCPS property shall be returned promptly upon completion of the contract or otherwise disposed of, as directed in writing by MCPS. All costs of shipment or disposal are a contract cost.
- d) Unless specifically stated otherwise in writing, MCPS property may be used only for the performance of this contract.
- e) Title to all MCPS property shall remain in the hands of MCPS at all times. Title to the property acquired by the contractor for use under the contract shall vest in MCPS upon delivery to the contractor.
- f) Any dispute concerning interpretation of the provisions of this article shall be subject to the stipulations of the "Disputes" article.

ARTICLE 20. COVENANT AGAINST CONTINGENT FEES

The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, MCPS shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 21. OFFICIALS NOT TO BENEFIT

No elected official or employee of Maryland, Montgomery County, or MCPS shall benefit from or receive any money as a result of this contract. Violation of this article will void the contract. The contractor shall pay MCPS any funds received by any official or employee, the contract will be terminated in accordance with ARTICLE 26, and MCPS shall seek appropriate legal remedy. This prohibition does not apply to contracts with an MCPS employee or elected official who contracted in their own name.

ARTICLE 22. EQUAL OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, sex, or national origin. Such action shall include, but not be limited to, employment, grade improvement, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices of the provisions of this Equal Opportunity clause.

- b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- c) The contractor will send to each labor union, or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the contractor's commitment under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

ARTICLE 23. COMPLIANCE WITH LOCAL LAWS

The contractor shall comply with all applicable laws, ordinances, and codes of Maryland and Montgomery County.

ARTICLE 24. CHANGES

The director of the Department of Materials Management may, at any time, by a written order and without notice to the sureties make changes within the general scope of the contract in any one or more of the following: a) specifications or statement of work and b) place of performance or delivery. If any such changes cause an increase or decrease in the cost of or the time required for the performance of this contract, whether changed or not changed by any such order, an equitable adjustment shall be made a) in the contract price or time of performance or both and b) in such other provisions of the contract as may be so affected; and the contract shall be modified in writing accordingly. Any claim by the contractor for adjustment under this article must be asserted within 30 days from the date of receipt by the contractor of the notification of change, provided, however, that the director of the Department of Materials Management if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this article shall excuse the contractor from proceeding with the contract as changed.

ARTICLE 25. DISPUTES

- a) 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.
- b) This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in Paragraph a) above, provided that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

ARTICLE 26. TERMINATION FOR DEFAULT OR FOR CONVENIENCE OF MCPS

- a) The performance of work under the contract may be terminated by MCPS in accordance with this article in whole or, from time to time, in part:

- (1) Whenever the contractor shall default in performance of this contract in accordance with its terms (including in the term "default" any such failure by the contractor to make progress in the prosecution of the work that would endanger such performance) and shall fail to cure such default within a period of ten days (or such longer period as the director of the Department of Materials Management may allow) after receipt from the superintendent of a notice specifying the default; or
- (2) Whenever for any reason the Board of Education shall determine that such termination is in the best interest of MCPS.

Any such termination shall be effected by delivery to the contractor of a Notice of Termination specifying whether termination is for the default of the contractor or for the convenience of MCPS, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. If after notice of termination of this contract for default under (1) above and if it is determined for any reason that the contractor was not in default pursuant to (1) or that the contractor's failure to perform or to make progress in performance is due to causes beyond the control and without the fault or negligence of the contractor pursuant to the provisions of the clause of this contract relating to excusable delays, the Notice of Termination shall be deemed to have been issued under (2) above; and the rights and obligations of the parties shall in such event be governed accordingly.

- b) After receipt of a Notice of Termination and except as otherwise directed by the contracting office, the contractor shall:
 - (1) Stop work under the contract on the date and to the extent specified by the Notice of Termination
 - (2) Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the contract as it is not terminated
 - (2) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination
 - (4) Assign to MCPS in the manner and to the extent directed by the director of the Department of Materials Management all of the rights, title, and interest of the contractor under the orders or subcontracts so terminated, in which case MCPS shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts
 - (5) With the approval or ratification of the superintendent, to the extent he may require, which approval or ratification shall be final and conclusive for all purposes of this clause, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable in whole or in part in accordance with the provisions of this contract

- (6) Transfer title to MCPS (to the extent that title has not already been transferred) and deliver in the manner, at the times, and to the extent directed by the director of the Department of Materials Management (a) the work in process, completed work, supplies, and other materials produced as a part of, or acquired in respect of the performance of, the work terminated by the Notice of Termination and (b) the completed or partially completed plans, information, and other property which, if the contract had been completed, would be required to be furnished to MCPS
- (7) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination
- (8) Take such action as may be necessary, or as the director of the Department of Materials Management may direct, for the protection and preservation of the property related to this contract which is in the possession of the contractor and in which MCPS has or may acquire an interest

The contractor shall proceed immediately with the performance of the above obligations despite any delay in determining or adjusting the amount of the fee, or any item of reimbursable cost, under this clause.

- c) After receipt of a Notice of Termination, the contractor shall submit to the director of the Department of Materials Management their termination claim in the form and with the certification prescribed by the director. The claim shall be submitted promptly but in no event later than 90 days from the effective date of termination, unless one or more extensions in writing are granted by the director of the Department of Materials Management. Upon request of the contractor to submit their termination claim within the time allowed, the superintendent may, subject to any review required by MCPS procedures in effect as of the date of execution of this contract, determine, on the basis of information available to them, the amount, if any, due to the contractor by reason of the termination and shall thereupon pay to the contractor the amount so determined.
- d) Subject to the provisions of Paragraph c) and subject to any review required by MCPS procedures in effect as of the date of execution of this contract, the contractor and the superintendent may agree upon the whole or any part of the amount or amounts to be paid (including an allowance for the fee) to the contractor by reason of the total or partial termination of work pursuant to this clause. The contract shall be amended accordingly, and the contractor shall be paid the agreed amount.
- e) If the contractor and the superintendent fail to agree in whole or in part, as provided in Paragraph d), as to the amounts with respect to costs and fee or as to the amount of the fee to be paid to the contractor in connection with the termination of work pursuant to this article, the superintendent shall, subject to any review required by MCPS procedures in effect as of the date of execution of this contract, determine, on the basis of information available to him, the amount, if any, due to the contractor by reason of the termination and shall pay to the contractor the amount determined as follows:
 - (1) If the settlement includes cost and fee:
 - (a) There shall be included all costs and expenses reimbursable in accordance with this contract not previously paid to the contractor for the performance

of this contract prior to the effective date of the Notice of Termination and such of these costs as may continue for a reasonable time thereafter with the approval of or as directed by the superintendent, provided, however, that the contractor shall proceed as rapidly as practicable to discontinue such costs.

- (b) There shall be included so far as not included under (a) above the cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided in Paragraph b) (5) above, which are properly chargeable to the terminated portion of the contract.
- (c) There shall be included the reasonable costs of settlement including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of termination inventory, provided, however, that if the termination is for default of the contract, there shall not be included any amounts for the preparation of the contractor's settlement proposal.
- (d) There shall be included a portion of the fee payable under the contract determined as follows: (I) If this contract is terminated for the convenience of the MCPS and not for the default of the contractor, a percentage of the fee equivalent to the percentage of the completion of the work contemplated by the contract, less fee payments previously made, shall be paid. (ii) If this contract is terminated for the default of the contractor, the total fee payable shall be such a proportionate part of the fee (or, if this contract calls for services of different types, of such part of the fee as is reasonably allowable to the type of service under consideration) as the total amount of service delivered to and accepted by MCPS bears to the total amount of services of a like kind called for by this contract.

If the amount determined under this Subparagraph (1) is less than the total payment made to the contractor, the contractor shall repay the excess amount.

- (2) If the settlement includes only the fee, the amount will be determined in accordance with Subparagraph (1) (d) above.
- f) The contractor shall have the right of appeal, under the article of this contract entitled "Disputes," of any determination made by the superintendent under Paragraphs c) and e) above, except that if the contractor has failed to submit their claim within the time provided in Paragraph c) above and has failed to request extension of such time, they shall have no such right of appeal. In any case where the superintendent has made a determination of the amount due under Paragraph c) or e) above, MCPS shall pay to the contractor (1) if there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the superintendent or (2) if an appeal has been taken, the amount finally determined on such appeal.

- g) If a partial termination is made, the portion of the fee which is payable with respect to the work under the continued portion of the contract shall be equitably adjusted by agreement between the contractor and the superintendent; and such adjustment shall be shown by an amendment to this contract.

MCPS may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the contractor in connection with the terminated portion of the contract whenever the aggregate of such payments shall be within the amount to which the contractor will be entitled. If the total of such payments is in excess of the amount finally determined to be due under this article, such excess shall be payable by the contractor to MCPS upon demand, together with interest computed yearly at the rate of 9 percent from the date such excess payment is received by the contractor to the date on which such excess is repaid to MCPS. The provisions of this article relating to the fee shall be inapplicable if this contract does not provide for payment of a fee.

ARTICLE 27 ORDER OF PRECEDENCE

If any conflict in the interpretation of the requirements of this contract occurs, preference shall be given in the following order of precedence: a) the contract provisions, b) the statement of work in the request for proposals, and c) the contractor's proposal in response to the request for proposals, excluding any terms in any contract template provided by the contractor that are not expressly incorporated herein.

ARTICLE 28 SEVERABILITY

Should any portion of the contract be found illegal the remainder shall remain in full force and effect and shall be binding on both parties.

ARTICLE 29 BID PERFORMANCE BOND (not required)

With the proposal, each bid must be accompanied by an approved bid bond from a surety company acceptable to the Owner, or by a certified or cashier's check executed in favor of the Owner for not less than five percent (5%) of the total amount.

The bid bond shall be returned to all except the successful bidder within five (5) days after awards have been made. The bid security of the successful bidder(s) will be returned upon receipt of the performance bond.

ARTICLE 30. PERFORMANCE BOND (not required)

No contract shall exist until MCPS receives a duly executed Performance Bond prepared on an approved form in the amount of one hundred percent (100%) of the contract, made payable to MCPS as security for the faithful performance of the contract and having as surety thereon such surety company or companies as are acceptable to MCPS and as are authorized to transact business in the State of Maryland. In the event the Performance Bond is not delivered within ten (10) days of Notice of Award then the offer may be ruled null and void and the award shall be made to the next lowest responsive Offeror.

ARTICLE 31. NONAPPROPRIATION OF FUNDS

- (a) In the event sufficient funds are not appropriated for the payment of all payments required to be paid in the next succeeding renewal term hereunder, and MCPS has no funds legally available for payments from other sources, then MCPS may terminate this contract at the end of the original term or the then current renewal term, as the case may be, without penalty or expense to MCPS of any kind whatsoever, and MCPS shall not be obligated to make payment provided for in the contract beyond the then current term.
- (b) MCPS agrees to deliver notice to the contractor of such termination at least thirty (30) days prior to the end of the then current fiscal year.
- (b) If this agreement is terminated under this provision and to the extent lawful, MCPS covenants that it will not, until the date on which the next succeeding renewal term would have ended, expend, or commit any funds for the purchase or use of services to be used for the same purpose as, or a purpose functionally equivalent to, those under the contract. Notwithstanding anything in this contract to the contrary, the provisions of this subpart shall survive termination of the contract.

ARTICLE 32. INDEPENDENT CONTRACTOR

The Parties agree that the Contractor is an independent contractor under this contract and will in no way be considered to be an agent, partner, joint venture or employee of MCPS. Accordingly, the Contractor will not be entitled to any benefits, coverage, or other privileges made available to employees of MCPS. As an independent contractor, the Contractor shall be solely responsible for any insurance protecting it and its employees, including but not limited to general comprehensive liability, worker's compensation, and business automobile insurance.

ARTICLE 33. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to conflicts of laws provisions. Sole and exclusive jurisdiction for any action or proceedings arising out of or related to this contract shall be in an appropriate state or federal court located in the State of Maryland.

ARTICLE 34. ENTIRE CONTRACT

The contract, including the RFP and the Contractor's response to the RFP, which are incorporated herein by reference, is binding between the Parties and constitutes the entire understanding between the Parties regarding the subject matter of the contract and supersedes all prior or contemporaneous statements, understandings and contracts, whether oral or written, between the Parties with respect to the subject matter of this contract. Any changes and additions hereto shall not become binding upon any party unless they are incorporated into a written contract amendment signed by both Parties.

Exhibit A

Pricing Sheet

Base Bid annual price

_____*

*shall include all items from Section 3, Scope of Work and Section 4, Mandatory Service Requirements.

Any exclusions to these sections must be listed below:

Other services MCPS should consider:

**Mid-Atlantic Purchasing Team
Rider Clause**

**Request For Proposal No. 4371.1
Utility Information Management System**

USE OF CONTRACT(S) BY MEMBERS COMPRISING Mid –Atlantic Purchasing Team COMMITTEE

Extension to Other Jurisdictions

The [issuing jurisdiction] extends the resultant contract (s), including pricing, terms and conditions to the members of the Mid-Atlantic Purchasing Team, as well as all other public entities under the jurisdiction of the United States and its territories.

Inclusion of Governmental & Nonprofit Participants (Optional Clause)

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 good, commodities and/or services.

Notification and Reporting

The Contractor agrees to notify the issuing jurisdiction of those entities that wish to use any contract resulting from this solicitation and will also provide usage information, which may be requested. The Contractor will provide the copy of the solicitation and resultant contract documents to any requesting jurisdiction or entity.

Contract Agreement

Any jurisdiction or entity using the resultant contract (s) may enter into its own contract with the successful Contractor (s). There shall be no obligation on the party of any participating jurisdiction to use the resultant contract (s). Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction Including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue.

Vendor's Authorization To Extend Contract:

	Yes	No		Yes	No		Yes	No
Alexandria, Virginia			Gaithersburg, Maryland			Rockville, Maryland		
Alexandria Public Schools			Greenbelt, Maryland			Spotsylvania County		
Alexandria Sanitation Authority			Harford County			Spotsylvania County Gov & Schools		
Annapolis City			Harford County Schools			Stafford County, Virginia		
Anne Arundel County			Howard County			Takoma Park, Maryland		
Anne Arundel School			Howard County Schools			Upper Occoquan Service Authority		
Arlington County, Virginia			Herndon, Virginia			Vienna, Virginia		
Arlington County Public Schools			Leesburg, Virginia			Washington Metropolitan Area Transit Authority		
Baltimore City			London County, Virginia			Washington Suburban Sanitary Commission		
Baltimore County Schools			Loudoun County Public Schools			Winchester, Virginia		
Bladensburg, Maryland			Loudoun County Water Authority			Winchester Public Schools		
Bowie, Maryland			Manassas City Public Schools					
Carroll County			Manassas Park, Virginia					
Carroll County Schools			Maryland DGS Purchasing					
Charles County Government			Maryland-National Capital Park & Planning Commission					
City of Fredericksburg			Metropolitan Washington Airport Authority					
College Park, Maryland			Metropolitan Washington Council of Government					
District of Columbia Government			Montgomery College					
District of Columbia Water & Sewer Auth.			Montgomery County, Maryland					
District of Columbia Public Schools			Montgomery County Public School					
Fairfax, Virginia			Northern Virginia Community College					
Fairfax County, Virginia			Prince George's Community College					
Fairfax County Water Authority			Prince George's County, Maryland					
Falls Church, Virginia			Prince Georgia Public Schools					
Fauquier County Schools & Government			Prince William County, Virginia					
Frederick, Maryland			Prince William County Public Schools					
Frederick County, Maryland			Prince William County Service Author					

