

December 13, 2022

240-740-7600

RFP Number: 7924.1  
Due Date: January 6, 2023  
Open Time: 2:00 p.m.

To: Prospective Respondents:

The purpose of this request for proposal (RFP) is to solicit a well-qualified firm to provide a comprehensive heating-ventilation-air conditioning (HVAC) maintenance and repair program for a cluster of twenty-five (25) of schools in our down county regional service center area as listed in the scope of coverage. Seeking proposals to provide services at a fixed monthly rate for one year, and may elect to extend the service contract for two (2) additional One Year terms by agreement of both parties in writing.

Please respond according to the instructions provided in the attached. Submissions must be received by 2:00 p.m., on January 6, 2023. Submissions received after this time and date will not be considered.

The contractor must submit their offer per the instructions under the RFP, Section 6.0 and 8.0 Format Response and Submission, and Mandatory Submissions. The submission 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 the MCPS Board of Education offices, this RFP will open at the same time on the next regular working day.

Sincerely,



Angela McIntosh Davis, Director  
Division of Procurement

AMD  
Enclosure

**Office of Finance**  
**MONTGOMERY COUNTY PUBLIC SCHOOLS**  
**Division of Procurement, Suite 3100**  
**45 West Gude Drive**  
**Rockville, Maryland 20850**

**Request for Proposal #7924.1**

**Heating-Ventilation-Air Conditioning (HVAC) Repair Program**

**1.0 INTENT**

The purpose of this request for proposal (RFP) is to solicit a well-qualified firm to provide a comprehensive heating-ventilation-air conditioning (HVAC) maintenance and repair program for a cluster of twenty-five (25) of schools (see attachment A) in our down county regional service center area as listed in the scope of coverage. Seeking proposals to provide services at a fixed monthly rate for one year, and may elect to extend the service contract for two (2) additional One Year terms by agreement of both parties in writing. The contract may be terminated by either party upon a 120-day certified letter notice for any reason.

The work will include the provision of a total maintenance/management program including, but not limited to the inspection, periodic/preventative maintenance, repairs, service calls and other tasks and services necessary to insure safe, well maintained HVAC systems providing quality air for MCPS staff and students. Qualified bidders must have the ability and sufficient resources to provide repairs and servicing of all HVAC equipment preventive maintenance, respond to emergencies within 2 hours, finish repairs in a timely manner, troubleshoot, repair, and replace HVAC systems and provide engineering and related services when needed.

Systems and components to be serviced include: forced air heating units, VAV boxes, heat pumps, split systems, air handlers, boilers, chillers, circulation pumps, exhaust fans, control systems, variable frequency drives (VFD's), gas packs, gas furnace, cooling tower, water source heat pumps, variable refrigerant flow systems (VRF's), PTAC units, mini -splits, rooftop AC unit, air compressors, and other HVAC components. Other services may include walk-in coolers, commercial ice machines, or pneumatic controls.

**2.0 INTRODUCTION**

Montgomery County Public School (MCPS) is the 14th largest school system in the United States, and the largest in the state of Maryland. During the 2019–2020 school year, MCPS serves more than 165,000 students from 157 countries speaking 150 languages. With a Fiscal Year (FY) 2020 Operating Budget of approximately \$2.68 billion, MCPS employs more than 23,000 employees. Among the 206 schools that MCPS operates, 41 are National Blue Ribbon schools. Five MCPS high schools rank in the top 200 of *The Washington Post's* 2017 High School Challenge, and all 25 MCPS high schools appear on this list, which only includes the top 11 percent of high schools in the country. MCPS has one of the highest graduation rates among the nation's largest school districts, according to an *Education Week* report. In 2010, MCPS was the recipient of the Malcolm Baldrige National Quality Award, the highest presidential honor given

to American organizations for performance excellence. The student demographics of MCPS in 2020 are as follows:

MCPS, with its 208 schools, is the 14th largest school district in the country and the largest school system in Maryland. MCPS summary data from the 2019–2020 school year are presented below.

Number of students enrolled (as of September 30, 2019): 165,267 (representing 157 countries speaking more than 150 languages)

Student demographics:

|                                   |       |
|-----------------------------------|-------|
| Hispanic/Latino                   | 32.4% |
| White                             | 26.9% |
| Black or African American         | 21.4% |
| Asian                             | 14.1% |
| Two or More Races                 | <5%   |
| American Indian or Alaskan Native | <5%   |
| Two or More Races                 | <5%   |
| Students Receiving: ESOL Services | 18.2% |
| Free and Reduced-price Meals      | 33.8% |
| Special Education Services        | 11.7% |

### 3.0 SCOPE OF SERVICES

Offerors shall include in the proposal a description of any significant task not listed in the scope of work which they know to be necessary, either as reimbursable expenses under the contract or as a service to be contracted for separately. For the purpose of this contract, routine preventative HVAC maintenance shall be defined as scheduled routine inspection and proactive servicing of HVAC systems so as to facilitate heating/cooling with minimal downtime (see attachment B for specific tasks). The routine maintenance and all repairs shall be provided in accordance with the highest standards of the industry, skill, workmanship, applicable trade practices, meet warranties and in conformance to all applicable laws, codes and regulations. The successful Proposer's preventive maintenance and repairs shall, at a minimum, include but not limited to the specifications outlined herein and described in **Appendix B**.

It is the Proposer's responsibility to provide an appropriate level of on-site staffing, materials, tools, equipment and vehicles to address the scope of work necessary to support all listed facilities HVAC equipment during normal business hours 6:00 a.m. - 2:30 p.m. and 2:30 p.m. to 11:00 p.m. Monday through Friday: Included recognized holidays and response after normal working hours. Bidder's services are to be compliant with all Federal, State, CARB, AQMD, OSHA and all other applicable regulatory requirements.

Provide labor and material to perform preventative maintenance, service, and repair of all HVAC equipment. All filters, belts, (provided by MCPS) annual testing and written report of the chilled water and semi-annual boiler, grease, refrigerant, oil, touch-up, paint and mechanical, electrical, miscellaneous parts and materials needed to maintain the equipment to service, repair and maintain to the manufacturer's specifications will be included in this proposal.

Contractor shall repair or replace failed or worn moving parts (such as, but not limited to: bearings, motor rotors, motor starters, seals, gears, burners, actuators, controls and switches). Prior to beginning any repair or replacement, the contractor shall troubleshoot the system to diagnose the problems. MCPS shall not incur any extra charge for this service. The contractor shall itemize the equipment list covered as repairable or replaceable. If HVAC equipment is not repairable, the contractor will contact the appropriate MCPS DMO representative with an estimate to replace it with an equivalent type.

Work not included in this proposal is as follows:

Original system design and installation; utility company service problems; Non-moving parts such as heat exchangers, boiler tubes, shells, condenser tubes, gas and water piping; natural gas supply; air distribution duct work, air balance; thermal insulation; improper operation; negligence or misuse of equipment by persons occupying the space, the owner, the owner's representative, or vandals; alteration, additions, or repairs made by others' catastrophic acts of nature; equipment interiors and exteriors; plumbing; electrical service beyond the parts of the heating; cooling, and ventilation equipment; electrolysis; work required by governmental agencies or insurance agencies; removing, replacing, or altering any part of the building structure in the performance of this agreement. Individual ceiling mounted restroom ventilation fans are also excluded from this agreement.

### **3.1 The Contractor Shall Provide the Following:**

#### **HVAC MAINTENANCE STAFFING LEVELS:**

- Provide a staffing level that will provide the desired level of customer service, program support, HVAC maintenance and repair for the facilities listed in Addendum A.
- Show evidence of presently serving at least three local commercial businesses that received similar scope of services.
- Use technicians sufficiently trained and under the direction of a licensed HVAC mechanic.
- Employ at least 4 full-time journeymen-level mechanical personnel available to respond to MCPS facilities. At least two of these should be Master Level service employees capable of repairing equipment including, but not limited to, water source heat pumps, boilers, chillers, pneumatic and electronic controls and work low and high voltage factors.
- Supply their staff with their agency uniform and photo identification tags that will be worn at all times. Uniforms shall display the contractor logo and employee first or last name shall be clearly visible.
- Provide the ability to respond immediately (within two hours) to situations involving the health and safety of employees and/or the public; comfort and operational capability of any public meeting space. Routine repairs, service requests or other non-urgent tasks shall be completed by journey level staff within one (1) working day from the date of the request or assignment from a DMO representative.

**REPORTING & ACCOUNTING**

The contractor will provide a standard proof of work documentation following completion of work. The document must include sufficient information to identify the facility where the work was performed, equipment and/or components on which work was performed, purpose of the work, date and time of the work, parts used, types of refrigerants, and the name/certification number of the technician executing the work. This should be submitted within 48 hours of the work being performed.

All work beyond and in addition to the scope of the contract shall be considered billable hours and will require a proposal with pricing to be submitted and approved by a DMO representative prior to any repairs that exceed \$500.00.

**SECURITY BACKGROUND CHECK OF PERSONNEL**

The contractor is required to provide security checks for all personnel assigned to work under this contract and will run security checks of all personnel assigned to work under this contract. MCPS reserves the right to approve/refuse any prospective employees of the contractor as a result of the background check.

**EMERGENCY CALL OUT SERVICE**

When necessary, the Contractor shall provide 24-hour emergency service as needed in all aspects of HVAC emergency repair for MCPS facilities included in this specification. Emergency hours shall be Monday through Friday 11:00 p.m. to 6:00 a.m. and 24 hours each day on weekends and holidays. Contractor shall provide emergency response on-site within two (2) hours of notification but must also provide a call-back to MCPS staff within 30-minutes to discuss the issue and response plan. Failure to provide a two (2) hour service response, or 30-minute call back, will result in a \$100.00 service penalty being applied to the monthly maintenance charge for each occurrence.

**HEATING-VENTILATION-AIR CONDITIONING (HVAC MAINTENANCE SPECIFIC SERVICES)** Contractor shall provide expeditious services to facilities covered under this agreement.

- Contractor shall perform quarterly walkthroughs of HVAC systems for preventative maintenance and filter changes.
- Contractor shall respond to indoor temperature complaints and provide expeditious correction and record complaints and corrections at all listed buildings.
- Contractor shall inspect all HVAC systems at least once each year, with seasonal startup and run inspections performed and documented.
- Contractor shall review and, through monitoring and inspections, verify that the services described in Attachment B (Periodic Maintenance Service Schedule) are performed quarterly.
- Contractor will perform scheduled annual inspection and quarterly preventive maintenance in accordance with services described in Attachment B (Periodic Maintenance Service Schedule) as well as a program of standard routines as determined by your experience, equipment application, and equipment operating hours that are recommended by each equipment manufacturer and location. The equipment included under these services is itemized in the Building and Equipment List (Attachment A)
- HVAC Air Filter Changing Service

- Quarterly Service -This service will maintain indoor air quality by providing and changing filters and minimizing dust and particles from collecting on ductwork. This service will ensure proper flow through cooling and heating coils, thus preventing restrictions in airflow, leading to higher system and energy efficiency. All filters are to be pleated high efficiency type – MERV 10 or higher filters are required. All filters should be marked with the date when they are replaced.
- Air Cooled Condenser Coil Cleaning – Annual Service
  - This service will improve airflow across condenser coils, improve heat transfer and extend the life of the compressors. Coil cleaning consists of cleaning the outside surface of the condensing unit coils to remove any airborne particles, dirt build-up by using a brush, high pressure air, chemical with low pressure wash or chemical with high pressure wash based on the condition of outside environment and coil accessibility.
- Evaporator Coil and Cleaning – Annual Service

Clean air handling unit evaporator coils that will help improve air circulation in the air distribution system, and reduce dust and dirt that is in the system. Coils will be cleaned at a time that is mutually agreeable between the proposer and the MCPS Representative. Coil cleaning consists of cleaning the surface of the evaporator coil to remove dust and dirt particles that have collected on the evaporator coil. Coils will be cleaned using a vacuum cleaner and or other devices that allow the proper cleaning of the coil.

### **3.2 Pricing**

Pricing for services is to be provided in Appendix C at the end of this document.

**MCPS reserves the right to add or delete Contractors throughout the contract term should MCPS determine, in its sole discretion, that there be a need for additional services not available from the awarded Contractor(s).**

## **4.0 CONTRACT TERM**

The initial term of contract shall be for one (1) year as stipulated on the RFP. However, the contract may not begin until one day after approval by the MCPS Board of Education and will conclude as stated under the contract term. MCPS reserves the right to extend this contract at existing prices, terms and conditions for up to three (3) additional terms for one (1) year each. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful vendor 90 days prior to the expiration of the original contract. The vendor shall have ten (10) 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 MCPS Board of Education to extend the contract or decide to rebid. If the contract is extended by the MCPS Board of Education, a contract amendment will be issued.

**5.0 CONTRACT TERMINATION**

MCPS reserves the right to cancel the contract in whole or in part at any time in accordance with Article 12, MCPS General Contract Articles. MCPS also reserves the right to cancel the contract with a specific offer or for failure to comply or failure to fulfill the terms of this contract in accordance with Article 13.

**6.0 REFERENCES**

All offerors shall include a list of a minimum of five references who use the vendor services who can attest to their quality of work and, if possible, shall include school districts of comparable size to MCPS that have utilized the respondents' services. Include names of client, contact person, email address, and phone number of all references. Also, as an attachment, offerors shall include a list of all current school district clients.

References may or may not be reviewed or contacted at the discretion of MCPS. Typically, only references of the top ranked short-listed offerors are contacted. MCPS reserves the right to contact references other than, and/or in addition to, those furnished by an offeror.

| <u>Company Name &amp; Address</u> | <u>Contact Person</u> | <u>Phone Number</u> |
|-----------------------------------|-----------------------|---------------------|
| 1. _____                          |                       |                     |
| Email _____                       |                       |                     |
| 2. _____                          |                       |                     |
| Email _____                       |                       |                     |
| 3. _____                          |                       |                     |
| Email _____                       |                       |                     |
| 4. _____                          |                       |                     |
| Email _____                       |                       |                     |
| 5. _____                          |                       |                     |
| Email _____                       |                       |                     |

## **7.0 FORMAT OF RESPONSE**

- 7.1 Response to this RFP shall be submitted in the same order as the RFP and provide an individual response to each RFP specification.
- 7.2 Contractors shall include any and all statements and representations made within its proposal in the contract for services with the MCPS. This includes, but is not limited to, the vendors' point-by-point response to this RFP. If the vendor responds only "Understand and comply," it is assumed that the vendor complies with MCPS' understanding of the requirement.
- 7.3 MCPS shall not be responsible nor be liable for any costs incurred by the vendor in the preparation and submission of their proposals and pricing.
- 7.4 Pricing proposal shall be submitted as a separate document outlining content, timeline for implementation, training, professional development, etc.

## **8.0 MANDATORY SUBMISSIONS**

Each offeror must submit a complete proposal including all required information and attachments. The response shall address each paragraph in the same order as the RFP and provide an individual response to each RFP specification. All proposals must be presented using the same numbering sequence and order used in this RFP document or as otherwise specified by MCPS. Offerors may request via e-mail to Rebecca Williams, Buyer, MCPS Division of Procurement at [rebecca\\_v\\_williams@mcpsmd.org](mailto:rebecca_v_williams@mcpsmd.org), a Microsoft Word version to help them in preparing the response.

One (1) original and three (3) copies as well as one (1) electronic version on flash drive and one (1) redacted copy of responses must be sent by mail, courier or hand-delivery and shall be in binders with tabs identifying each section. A table of contents should be included and all pages numbered as referenced in the Table of Contents. No faxes or electronic submission of proposals will be accepted. Proposals are to be received no later than 2:00 p.m. on January 6, 2022. Submit responses of the entire RFP proposal to:

Montgomery County Public Schools  
Division of Procurement  
45 West Gude Drive, Suite 3100  
Rockville, MD 20850

Submissions will become the property of MCPS.

The proposal must be signed by an official having authority to contract with MCPS. The firm and the official's name shall be used in the contract process. MCPS reserves the right to make an award without further discussion of the proposals received. MCPS may also negotiate with the one offeror who submits the best proposal or with two or more offerors who are in the competitive range. Therefore, it is important that the offeror's proposal be submitted initially on the most favorable terms from both the technical and cost standpoints. After the submission and closure of proposals, no information will be released until after the award. It is understood that the offeror's proposal will become a part of the official file on this matter without obligation to MCPS.



The proposal must be complete and comply with all aspects of these specifications. Marketing or promotional verbiage will likely overshadow the offeror's qualifications and expertise. MCPS urges the offeror to be specific and brief in their responses.

Offerors must include any and all statements and representations made within its proposal in the contract for services with MCPS unless otherwise agreed upon by MCPS and offeror during negotiations. This includes, but is not limited to, the vendor's point-by-point response to this RFP. If offeror answers only "Understand and comply" it is assumed that the offeror complies with MCPS' understanding of the requirement.

MCPS shall not be responsible or liable for any costs incurred by the offeror in the preparation and submission of their proposals and pricing.

**Complete Response must include:**

- Point-by-point Response to each section of the RFP
- Pricing Proposal – Appendix C
- References, See 6.0 References
- List of all current school district clients, See 6.0 References
- Vendor's annual fiscal report in order to demonstrate the vendor's financial stability (If desired, the vendor may also include any other financial documents that Vendor wishes to include regarding Vendor's financial condition. This documentation is not mandatory.)
- Equal Opportunities Certification (Attachment A)
- Certification of Non-segregated Facilities (Attachment B)
- Minority Business Enterprise (Attachment C)
- Non-Debarment Acknowledgement (Attachment D)
- Mid-Atlantic Purchasing Team Rider Clause
- Current Form W-9
- A list of any variances from or objections to the terms and conditions of the MCPS General Contracting Articles, as well as a justification for any such variances or objections.
- A separate redacted copy of offeror's proposal as specified in Sections 9.0 and 10.0.

**9.0 TREATMENT OF TECHNICAL DATA IN PROPOSAL**

The proposal submitted in response to this request may contain technical data which the offeror 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 offeror marks the cover sheet of the proposal with the following legend, specifying the pages of the proposal which are to be restricted in accordance with the conditions of the legend: "Technical data contained in pages \_\_\_ of this proposal shall not be used or disclosed, except for evaluation purposes."

Provided, that if a contract is awarded to this offeror 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, if marked in accordance with the instructions in 11.0.

## **10.0 PROPRIETARY AND CONFIDENTIAL INFORMATION**

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

## **11.0 EVALUATION CRITERIA**

MCPS reserves the right to ask clarifying questions about submitted proposals. Offerors also may ask questions that they may have related to this RFP prior to submitting their responses. See Section 13.0, Schedule of Events. Only proposals received by the deadline will be considered. Proposals will be screened down to a number of finalists.

MCPS reserves the right to convene a meeting with the top qualified offerors prior to awarding a contract. The purpose of the meeting will be to afford both parties an opportunity to discuss any aspects of the requirements and services that will be performed and clarify any issues. Issues raised during the meeting, which cannot be resolved to the satisfaction of MCPS, shall be cause to reject the proposal. In addition, vendors shall be prepared to provide a product and services demonstration, providing an overview of the proposed product and services at no cost to MCPS. As appropriate, the vendor shall be responsible for the installation of the proposed products and services and any third-party software at the District-designated demonstration facility before the demonstration, as necessary. If requested by MCPS, the top qualified offeror or offeror shall provide MCPS with an opportunity to

access and review the vendor's system as in operation at that time, via the Internet from a MCPS computer, to ensure conformity to the requirements of this RFP as well as for the quality and ease of the user interface.

All offerors are advised that in the event of receipt of an adequate number of proposals, which, in the opinion of MCPS require no clarification and/or supplementary information, such proposals may be evaluated without further discussions. Therefore, proposals should be submitted initially on the most complete and favorable terms and conditions. Should proposals submitted require additional clarification and/or supplementary information, offerors should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when requested

Proposals meeting all requisite criteria will be evaluated. Those who do not meet requisite criteria will not be evaluated further. Selection will be made on the basis of the criteria listed below.

1. Completeness of Response
2. Ability to perform (based on the criteria set forth in this RFP, including but not limited to Section 3.0 Scope of Services)
3. References
4. Pricing Proposal

## 12.0 SCHEDULE OF EVENTS

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

|                                |                                  |
|--------------------------------|----------------------------------|
| <b>RFP issued:</b>             | <b>December 13, 2022</b>         |
| <b>Questions Due:</b>          | <b>December 20, 2022</b>         |
| <b>Answers Posted:</b>         | <b>December 22, 2022</b>         |
| <b>Prebid Conference</b>       | <b>Not Applicable to the RFP</b> |
| <b>Proposals Due:</b>          | <b>January 6, 2023</b>           |
| <b>Anticipated award date:</b> | <b>February 2023</b>             |

All dates are subject to change at the discretion of MCPS.

## 13.0 PRE-PROPOSAL CONFERENCE

Not applicable to this RFP.

## 14.0 ADDENDA/ERRATA

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the offeror's responsibility to check the MCPS website under "Event Calendar" <https://ww2.montgomeryschoolsmd.org/calendar/mcpsbids.aspx> or contact the Division of Procurement at 240-740-7600 to verify whether addenda/errata have been issued.

In the event that MCPS issues addenda/errata, all terms and conditions will remain in effect unless they are specifically and explicitly changed by the addenda/errata. Offerors must acknowledge receipt of such addenda/errata by returning one signed copy of each of the addenda/errata with its proposal.

Failure to provide the signed acknowledgement of the addenda/errata may result in a bid being deemed non-responsive.

#### **15.0 eMARYLAND MARKETPLACE ADVANTAGE (EMMA)**

As of June 1, 2008, Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace Advantage (EMMA). Registration with EMMA is free. It is recommended that any interested supplier register at <https://procurement.maryland.gov/> regardless of the award outcome for this procurement as it is a valuable resource for upcoming bid notifications for municipalities throughout Maryland.

#### **16.0 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 require 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 the 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 Awarded offeror(s) and this contract shall be binding only upon the principal's 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 offeror. 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.

#### **17.0 INQUIRIES**

Inquiries regarding this solicitation must be submitted in writing to Rebecca Williams, MCPS Division of Procurement Buyer, via email to [rebecca\\_v\\_williams@mcpsmd.org](mailto:rebecca_v_williams@mcpsmd.org). Questions are due at 4:00 p.m. on December 20, 2022. Responses will be posted on the MCPS Procurement website on December 22, 2022. The Board will not be responsible for any oral or telephone explanation or interpretation by any agent or employee of MCPS. Any binding information given to an offeror in response to a request will be furnished to all offeror as addenda/errata, if such information is deemed necessary for the preparation of proposals, or if the lack of such information would be detrimental to the uninformed offerors. Only such addenda/errata, when issued by MCPS, will be considered binding on MCPS.

**Contact by offerors with any other MCPS employee regarding this solicitation until the contract is awarded by MCPS 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 [www.montgomeryschoolsmd.org/departments/procurement/](http://www.montgomeryschoolsmd.org/departments/procurement/).

## 18.0 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 offeror's lack of cost consciousness. Elaborate art work and expensive visual and other presentation aids are neither necessary nor wanted.

## 19.0 BID PROTESTS

Any bid protests, including appeals, will be governed by the applicable MCPS Division of Procurement Regulations. The burden of production of all relevant evidence, data and documents and the burden of persuasion to support the protest is on the offeror making the protest.

## 20.0 CONTRACT

MCPS plans to enter a contractual agreement with Respondent(s) to whom the award is made and intends to make MCPS General Contract Articles, attached hereto and incorporated herein as Appendix A, part of the contractual agreement, except and unless modified by MCPS. In addition, the Contractor will ensure that all private duty nurses abide by the provisions of the MCPS General Contract Articles. Proposals must clearly identify any variances from or objections to the specifications in this RFP and the terms and conditions of the MCPS General Contract Articles. Lacking any response to the contrary, MCPS will infer that the Respondent agrees to the specifications of this RFP and each term and condition of the MCPS General Contract Articles. Respondents should note that any variance may provide a basis for MCPS to reject the proposal. **In particular, the provisions set forth in Articles 5, 12-14, 16-18, 21-24, 26, and 28 of the MCPS General Contract Articles are non-negotiable.**

## 21.0 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. Email Address \_\_\_\_\_
6. Website \_\_\_\_\_

**III. VENDOR'S CERTIFICATION:** Upon notification of award, this document in its entirety is the awarded vendor'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 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.
- B. I hereby certify that I am authorized to sign for the bidder and that all statements, representations, and information provided in this response to the Request for Proposals, including but not limited to the Non-Debarment Acknowledgement, are accurate.

By (Signature) \_\_\_\_\_

Name and Title \_\_\_\_\_

Witness Name and Title \_\_\_\_\_

**APPENDIX B:**

**PERIODIC MAINTENANCE SERVICE SCHEDULE** The following tasks listed herein for each equipment type will be performed at the intervals planned. These tasks are designed to place the equipment into prime operating condition so that the equipment will operate effectively, reliably, and efficiently. Frequency shall be QUARTERLY unless noted otherwise:

1. Rooftop Packaged Units / DOAS or ERU's

1. Preventative maintenance inspection and filters changed
2. Check all electrical wiring, connections. Tighten as required
3. Check all motor starter contactor surfaces for wear
4. Clean electrical control enclosures
5. Lubricate air handling unit motor bearings and fan bearings, if applicable
6. Check air handling unit belts for wear and change as required
7. Check belt tension and sheave alignment
8. Check the condition of evaporator coils. Chemically clean as required
9. Check and clean condensate drains, drain lines and pan
10. Lubricate condenser motors annually
11. Clean condenser coil, fan blades and outside air screens annually
12. Calibrate controls annually

2. Compressors

1. Preventive maintenance
2. Check all electrical wiring and connections. Tighten as needed
3. Check starter contactor surfaces for wear
4. Visually leak check compressor and associated refrigerant piping
5. Clean exterior of compressor
6. Check operation of crankcase heater
7. Meg-ohm motor from starter and record
8. Check and calibrate all safety and cut-out devices
9. Check and adjust compressor capacity controls
10. Check, calibrate and adjust all operational controls
11. Check head and suction line pressure

3. Exhaust Fans – Semi-Annually

1. Preventative Maintenance
2. Check all electrical wiring and connections and tighten
3. Check all motor starter contactor surfaces for wear
4. Clean starter and electrical control enclosures
5. Lubricate motor bearings and fan bearings
6. Check exhaust fan belts for wear, replace as required
7. Check belt tension and sheave alignment. Adjust as required
8. Check all mounting hardware. Tighten as required

#### 4. Package, Gas Heat Electric Cool

1. Preventative maintenance inspection and filters changed
2. Check unit voltage and record
3. Lubricate motors as required
4. Check and adjust burners for proper flames
5. Check for proper combustion and flue gas relief
6. Record discharge temperature, heating and cooling modes
7. Record return air temperature
8. Check and adjust operating and safety controls
9. Check and clean condensate drains, drain line and pan

#### 5. Air Handler

1. Preventive maintenance inspection and filters changed
2. Check starter contacts for excessive wear
3. Tighten all starter wire connections
4. Check belts, adjust or replace as needed
5. Check belt tension and sheave alignment. Adjust as required
6. Meg-Ohm motor and record
7. Check fan motors amps
8. Clean and lubricate unit motor bearings and fan bearing
9. Check operation of economy dampers
10. Lubricate and tighten all dampers and linkages as necessary
11. Check operation of static vane (if applicable)
12. Visually check all coils for leaks
13. Check and record all coil delta T
14. Inspect all mounting hardware, tighten as needed
15. Clean outside air screens. (2x/yr)
16. Inspect condition of vibration insulators
17. Check and clean condensate drains, drain line and pan

#### 6. Multi-zone Air Handler

1. Perform maintenance
2. Lockout tag out equipment
3. Check fan motor amps
4. Clean and lubricate components
5. Check operation of economy dampers
6. Check operation of static vane or dampers
7. Check operation of zone dampers
8. Check and adjust operating and safety controls
9. Inspect starter contacts
10. Inspect condition of vibration insulators
11. Check and clean condensate drains, drain line and pan



## 7. Chiller Air Cooled

1. Visually inspect equipment condition and operation
2. Check for unusual vibration, noise, excessive temperatures and refrigerant leaks
3. Check unit voltage and record.
4. Check condenser pressure and record
5. Check evaporator pressure and record
6. Check oil sump sight glass
7. Record chilled water inlet temperature
8. Record chilled water outlet temperature
9. Check condenser water inlet
10. Check condenser water outlet temperature
11. Check compressor starter contacts for abnormal wear

### Chiller Water Cooled

12. Clean and punch conder tubes
13. Change oil filter and provide oil analysis
14. Check purge unit operation
15. Clean associated cooling tower and change belts

## 8. Variable Frequency Drive

1. Check unit operation
2. Check fault history report
3. Check operation of manual bypass
4. Verify drive signal increase and decrease
5. Check and tighten all electrical connections
6. Check starter contacts for wear

## 9. Boiler

1. Check boilers for proper operation
2. Check and use boiler viewport to check main burner flame
3. Turn off and secure boiler
4. Check boilers for any unusual noise or vibration
5. Inspect gaskets for any signs of leaks
6. Examine the venting system
7. Remove and/or inspect gas pilot assembly. Reinstall in accordance with recommended specifications and tolerances
8. Check boiler circulating pumps for proper operation and lubricate
9. Check flame safeguard control for pilot and main flame ignition
10. Check operation of blower motor and circuitry
11. Check operation of gas valves and vents
12. Inspect and tighten all electrical connections
13. Check and adjust all boiler limit pressure controls and running interlocks
14. Check operation and adjust low water controls
15. Check and adjust burner, pilot and main flame ignition

16. Check and oil combustion air fan
  17. Check the expansion tank and site glass. (Adjust as needed)
  18. Check all entering and leaving water temperatures and pressures
  19. The boiler room shall be left in the same condition as existed prior to start of the work
  20. Refer to the equipment O&M manual for any maintenance clarifications.
  21. Flush pressure relief valve
  22. Clean and adjust scanner, igniter and flame rod
  23. Check pilot for proper ground
10. Evaporator and Condenser Coils
1. Chemically clean air-cooled condenser
  2. Clean condensate pan and chemically treat related drain
  3. Check and set superheat on evaporator
  4. Inspect and chemically clean evaporator
11. Circulation Pumps – Annually
1. Flush and lubricate pump and motor bearings
  2. Check coupling alignment and security to shaft
  3. Tighten base mountings bolts

**APPENDIX C****PRICING SUMMARY**

Year 1, (3 months) April 1, 2023 – June 30, 2023 at \$\_\_\_\_\_ per month 3 Months Total \$\_\_\_\_\_

Year 2, 1st Quarter – July 1, 2023 – Sept 30, 2023 at \$\_\_\_\_\_ per month Quarterly Total \$\_\_\_\_\_

Year 2, 2nd Quarter – Oct 1, 2023 – Dec 31, 2023 at \$\_\_\_\_\_ per month Quarterly Total \$\_\_\_\_\_

Year 2, 3rd Quarter – Jan 1, 2024 – Mar 31, 2024 at \$\_\_\_\_\_ per month Quarterly Total \$\_\_\_\_\_

Year 2, 4th Quarter – April 1, 2024 – June 30, 2024 at \$\_\_\_\_\_ per month Quarterly Total \$\_\_\_\_\_

Initial Contract Total = \$\_\_\_\_\_

The basis of award will be the initial contract period only. Prices shall be good for one hundred twenty (120) days from opening of RFP.

Diagnostic Fee \$ \_\_\_\_\_ per call

Mechanical Services \$ \_\_\_\_\_ per hour

Engineering services \$ \_\_\_\_\_ per hour

Truck / Travel Charge \$ \_\_\_\_\_ per each

When does this apply?

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After hours service calls \$ \_\_\_\_\_ per hour

(After 11 pm, weekends, and holidays)

**EXCEPTIONS TO SERVICES: Mark any items your company is not qualified to work with.**

- Condensing Units
- Air Handlers
- Pump and Motors
- New & Replacement Wiring
- Zone Boards & Thermostats
- BAS Control Systems
- Chillers / Cooling Towers
- Boilers
- Gas Heaters  Exhaust Fans
- Wall & Ceiling Heaters
- Mini-Split Units
- VRF Units
- VAV Boxes
- Walk – in Coolers
- Ice Machines

Please indicate any other exclusions from the scope of work provided:

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Please indicate any additions to the scope of work provided:

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