

**MONTGOMERY COUNTY PUBLIC SCHOOLS**  
**Procurement Unit**  
**45 West Guide Drive. Suite 3100**  
**Rockville, Maryland 20850**

**Request for Proposal No. 9442.2**  
**Energy Management Systems Contractor's Pre-Qualification**

**1.0 INTENT**

The intent of this Request For Proposal (RFP) is to prequalify Contractors for a multi-step process to provide and install new energy management systems (EMS), maintain and repair of direct digital control systems (DDC) for Montgomery County Public Schools (MCPS). ONLY Pre-Qualified Contractors resulting from this solicitation will be considered to submit bids for future energy management systems projects.

Work shall include but is not limited to: system server, system workstation, hardware/software maintenance, database/controller backup, software upgrades, controller and controller network troubleshooting, programming, calibration, pneumatic control systems, workstation server graphical user interface, heating, ventilation and air conditioning services/repairs related to control of the equipment, system alarm or trending setup and customization, training, modification/installation of DDC controls. Contractors shall provide operation and maintenance manuals and as built diagrams related to work provided.

In addition, it is the intent to secure material prices for part purchases and installation by MCPS. As well as labor rates for repair services that may be required and are not covered under warranty or within the scope of individual awarded projects.

**2.0 BACKGROUND**

MCPS Energy Management Unit provides an energy efficient, climate controlled learning environment for the success of students and staff by way of the installation and maintenance of EMS. The usage of these systems allows for Automated Temperature Control (ATC) and scheduling of building HVAC systems for maximum efficiency.

Varying vintages and types of systems/technology require that the systems are regularly updated. The general configuration of the automation system consists of microprocessor controllers communicating via a BACnet local area network within the school; remote access via MCPS Ethernet; and central server at MCPS Energy Management Unit.

MCPS is continuing its efforts of furnishing and installing a complete, operable energy management automation and direct digital control system capable of performing all functions listed herein. The EMS shall be manufactured by Schneider Electric (StruxureWare, Andover Controls), HI Solutions, or Reliable Controls Corporation to match the existing systems in place.

### 3.0 CONTRACT TERM

The term of contract shall be for one year as stipulated on the RFP documents. MCPS reserves the right to extend this contract at existing prices, terms and conditions for up to four one-year additional terms. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful Offeror's 90 days prior to the expiration of the original contract. The Contractor will have ten days from the date of notification to return the notice acknowledging its intent to accept or reject the extension. Once all responses are evaluated, MCPS 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.

Individual projects will be awarded to the low responsive Contractor from the pre-qualified list, and a Purchase Order will be issued. All conditions contained in this RFP as well as the individual project specifications are incorporated by reference into the individual projects.

### 4.0 SCOPE OF WORK

4.1 The existing automation systems will be upgraded to provide a new computer based stand-alone energy management and direct digital control system with a central server located at the MCPS energy management central office with data transmission being processed via internet and voice grade telephone lines. A new EMS is generally considered to be an upgrade of the existing automation system encompassing new microprocessors and point-by-point replacement of existing and/or expanded application of direct digital controls to the existing Automatic Temperature Control (ATC) system as outlined in the detailed specifications. New programming, graphics, and some new points are to be provided as required for each individual project.

Offerors are required to have, at a minimum, five years of experience in the DDC field. Offerors shall possess a thorough knowledge of the proper design, installation, repair and maintenance of the MCPS approved EMS manufacturers they are servicing.

4.2 Offerors are required to include their response the following which are considered mandatory and will not be categorized as minor informalities.

- a. Offeror's Legal Authorized Signature
- b. List of Safety Violations
- c. Copy of your current State of Maryland Contractor's License
- d. References from five organizations or companies where such services have been performed and the EMS's installed.
- e. Evidence of the Service Technician's Factory certification in the manufacturer's controls. Only trained, qualified technicians who have received training directly from the equipment manufacturer or his agent in the maintenance, service and repair of DDC systems, will be prequalified in the performance of this contract.

- 4.3 MCPS reserves the right to inspect Offeror's physical facility prior to award to satisfy questions regarding the Offeror's capabilities.

## 5.0 LICENSES/CERTIFICATIONS

- 5.1 The Contractor shall possess a current **Maryland Contractor's License** and it must be submitted as part of your RFP response.
- 5.2 The Contractor shall be a manufacturer's authorized installer/representative for the brand of equipment offered. Written certification must be submitted as part of your RFP response.
- 5.3 The successful Contractor shall be regularly engaged in the installation of systems and equipment similar to those specified herein and have a minimum of five years' experience. Appropriately licensed persons shall perform all work. A copy of these licenses and availability of contracting professional staff must be submitted with your response. **Offeror must provide a letter of information showing the number of years' experience in this line of work to be included in their RFP submission.**
- 5.4 The Contractor shall have a minimum of five qualified OEM trained full time personnel available to service this contract. For each individual listed, provide resume to include level of experience, i.e., technicians and helpers; certification and/or license. The Contractor will be required to maintain the list current throughout the life of the contract, and to supply a copy of the list to MCPS on no less than a quarterly basis.
- 5.5 The Contractor shall provide at least one designated account manager and a technical support personnel for this contract. The Contractor shall provide contact information for normal business hours and after hours support. In addition, the Contractor shall provide backup contacts and their contact information.

## 6.0 PRICE SCHEDULE

Complete Appendix B and C to detail the components of your Labor and Parts proposal. Prices are to be all inclusive, FOB destination, no additional charges will be accepted for parts. Labor rates are to be used for repair services that may be required and not covered under warranty or are not within the scope of the individual awarded project.

MCPS reserves the right to add or delete services during the contract term as needs arise.

## 7.0 PRE-BID SITE INSPECTION & AS-BUILT DOCUMENTS REVIEW

Prior to submitting a proposal for any upcoming projects, the **prequalified Contractor MUST visit the site(s) to verify and become familiar with existing conditions and the character of operations to be carried out under this contract** and shall have reviewed the existing automation systems "As-Built" drawings which are available to the Contractor by appointment at the offices of

BRINJAC Engineering, Inc., 8618 Westwood Center Drive, Vienna, VA 22182 or at MCPS Energy Management Unit, 8301 Turkey Thicket Drive, Bldg A, 1<sup>st</sup> Floor, Gaithersburg, MD 20879 telephone 240-740-2530. No subsequent allowance will be made for errors or omissions in conjunction with these reviews. Bidders may visit the facility at any time between 7:00 A.M. and 2:30 P.M., Monday through Friday, by making an appointment with the building service staff.

It is the prequalified Contractor's responsibility to bring any issues or discrepancies to the attention of MCPS prior to submitting a bid for any individual project as per section 26.0 Inquires.

## **8.0 SCHEDULING**

- 8.1 Scheduling of facilities stages of completion during the contract period will be established by MCPS and the awarded Contractor. MCPS expects that the Contractor will be prepared to participate in a Maintenance of Warranty (MoW) walk-through on all facilities within this contract no later than one year after the start of the contract.
- 8.2 Contracts will be awarded to the low responsive prequalified Contractor for individual projects followed by a written MCPS Purchase Order. All conditions contained in this RFP and the individual project specifications are incorporated by reference into the MCPS Purchase Order.
- 8.3 The Contractor shall take into consideration that school activities may be taking place while work for this contract is being performed. No work performed by the Contractor shall disrupt normal school functions. Any traffic blockages, utility or equipment outages, etc., which may be required in the execution of the Contractor's work shall be scheduled with the MCPS project coordinator and will require the Contractor to perform such work at premium labor times. The intent is to have this project performed without closing the building during regular weekday hours. The Contractor shall anticipate these occurrences in their bids, and no changes in contract amount or completion date will be made.

## **9.0 EMERGENCY PREPAREDNESS PROCEDURES**

### Key Points for Lockdown-Evacuate Shelter (LES)

- 9.1 In the event of an emergency/crisis incident while working in an MCPS facility, the Contractor and/or their representative(s) shall be required to adhere to the established MCPS procedures and school administrative guidelines during such an occurrence.
- 9.2 Supplied herein under **APPENDIX D** for the Contractor's information are the MCPS Key Points for Lockdown-Evacuate Shelter (LES). It is the Contractor's responsibility to familiarize themselves and their representative(s) regarding MCPS's emergency preparedness policy.
- 9.3 The Contractor shall have at the work site, a reasonable amount of materials that will allow them to quickly secure the work area and/or secure buildings as required for the type of work being performed.

## 10.0 WARRANTY

- 10.1 All newly installed hardware and software shall be warranted for a period of two years from the initial date of acceptance by MCPS. During this two year period, the Contractor shall be responsible for the proper functioning of system hardware and software in response to notification by MCPS of any operational deficiencies.
- 10.2 Initial acceptance of the software and hardware functions will occur in either the heating or cooling modes of operation. A punch-out of software and hardware functions will then be performed for the subsequent heating or cooling season for MoW. Successful completion of the MoW inspection will be required to confirm the initial date of acceptance.
- 10.3 For more details refer to the warranty section in the 01700 project close out document which will be included with individual projects bid documentation.

## 11.0 DEVIATIONS

For individual EMS projects, only the prequalified contractors meeting the intent of the invitation will be considered for award. **Bidders who are deviating from the terms, conditions, and/or specifications shall list such and explain fully on a separate sheet to be submitted with their bid.** The absence of such a sheet shall indicate that the bidder has taken no exception and shall be held responsible for performing in accordance with the terms, conditions, and specifications as stated herein.

## 12.0. APPROVED MANUFACTURERS

The EMS shall be manufactured by Schneider Electric (StruxureWare, Andover Controls), HI Solutions, or Reliable Controls Corporation to match the existing systems in place. **No substitutions will be accepted.** Other systems will be evaluated and tested by MCPS if materials are submitted at no cost to MCPS. Forward information to MCPS Procurement Unit, 45 West Gude Drive, Suite 3100, Rockville, MD 20850. Testing normally requires a minimum of 60 workdays to complete; therefore, your samples/materials for testing may be approved for future RFPs if the evaluation is satisfactory.

## 13.0 DELIVERY, STORAGE, AND HANDLING

MCPS will not be held responsible for any material stored at job sites. The Contractor must have authorization from the MCPS Project Coordinator to store said materials on MCPS property.

## 14.0 PRE-QUALIFICATION

- 14.1 Offerors shall submit qualification information in accordance with the requirements identified herein. The MCPS director, Department of Materials Management or his designee may, at his discretion, contact one or more Offerors during the evaluation process

for clarification of any documents submitted in response to this RFP and may request additional information.

14.2 The determination to prequalify a Contractor shall be based primarily on the information submitted in response to this RFP. The pre-qualification shall not be construed to constitute a determination that the applicant has met the requirements of the contract RFP proposal. Furthermore, MCPS reserves the right to reevaluate or change pre-qualification decisions based on information received at any time up to the individual final construction award. Previous project experience with MCPS will be considered even if those projects are not submitted for evaluation.

14.3 Offeror must provide verification, through references, of the firm's capability to upgrade existing automation systems by providing a new computer based stand-alone energy management and direct digital control system with a central server located at the MCPS central office with data transmission being processed via internet and voice grade telephone lines.

## **15.0 REFERENCES**

All respondents shall include a list of a minimum of three references. Include names of client, contact person, email address and phone number of all references.

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

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

## **16.0 CONTRACT TERMINATION**

MCPS reserves the right to cancel the contract in whole or in part at any time in accordance with General Contract Articles 12 and 13.

## 17.0 FORMAT OF RESPONSE

Proposals shall be submitted in the same order as the RFP. Requirements for each section are indicated below, and proposals must contain all required information and documentation to be considered responsive. If an answer to a question requires ancillary documents (e.g., examples, reports, licenses, certifications, etc.), the attachment must reference back to the question in the RFP.

Offerors may contact [Laly A Bowers@mcpsmd.org](mailto:Laly_A_Bowers@mcpsmd.org) to receive the RFP document in Word format to help in preparing their response. Submissions will become the property of MCPS. **Responses to this RFP are due on or before 2:00 p.m. on April 20, 2018 at the address below. No faxes or electronic submission of proposals will be accepted. One (1) printed original, two (2) printed copies, and a USB flash drive that includes one (1) electronic copy and (1) electronic redacted copy should be sent by mail, courier or hand delivered to:**

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

The redacted copy shall specifically identify confidential business information or technical data which the bidder or his Sub-Contractor 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.

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 respondent who submits the best proposal or with two or more respondents who are in the competitive range. Therefore, it is important that your 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 your proposal will become a part of the official file on this matter without obligation to MCPS.

Your response must be complete and comply with all aspects of these specifications. Marketing or promotional verbiage will likely overshadow your qualifications and expertise. MCPS urges you to be specific and brief in your responses.

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

MCPS shall not be responsible nor liable for any costs incurred by the respondent in the preparation and submission of their proposals and pricing.

## **18.0 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 paragraph. All proposals must be presented using the same numbering sequence and order used in this RFP document or as otherwise specified by MCPS.

A table of contents should be included and all pages numbered as referenced in the Table of Contents.

### **Complete Response must include:**

- Point-by-point response to each section of the RFP.
- Notice to Bidders - Completed
- Appendix A, Qualified OEM trained personnel
- Appendix B, EMS & ATC Parts List
- Appendix C, Hourly Rate Schedule
- References, See 15.0
- Equal Opportunities Certification
- Certification of Non-segregated Facilities
- Non-Debarment Acknowledgement
- 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.

## **19.0 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 Section 11.0.

## **20.0 PROPRIETARY AND CONFIDENTIAL INFORMATION**

Offeror's 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.

## **21.0 EVALUATION CRITERIA**

MCPS reserves the right to ask clarifying questions about submitted proposals. Offeror's also may ask questions that they may have related to this RFP prior to submitting their responses. See Section 22.0 Schedule of Events. Only proposals received by the due date and time 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 Offeror's 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.

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, Offeror's should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when requested.

Proposals meeting all the criteria required in this solicitation will be evaluated. Those who do not meet this criteria will not be evaluated further.

MCPS will evaluate candidates on criteria deemed to be in the best interest of the plan, including but not limited to the Contractor's understanding of the requirements as determined by the:

1. Completeness of Response
2. Contractor's ability to provide described mandatory services, and availability of staff.
3. Related past experience, performance and qualifications.
4. References
5. Contractor's understanding of the scope of services as demonstrated by the response to the RFP.
6. Appropriate licenses and availability of contracting professional staff; see 5.0, Licenses/ Certifications.

A selection committee comprised of MCPS will evaluate proposals based on these criteria.

## **22.0 SCHEDULE OF EVENTS**

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

RFP issued:	March 20, 2018
Questions Due:	March 28, 2018
Responses Sent:	April 8, 2018
Proposals Due:	April 20, 2018
Board approval:	May 21, 2018

A Pre-Bid Conference will not be held.

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

## **23.0 ADDENDA/ERRATA**

Changes and addenda to a solicitation may occur prior to the solicitation due date and time. It is the sole responsibility of the Offeror to check the "Event Calendar" on the MCPS website <http://www.montgomeryschoolsmd.org/departments/procurement/> or contact Laly Bowers, buyer in the Procurement Unit at [Laly\\_A\\_Bowers@mcpsmd.org](mailto:Laly_A_Bowers@mcpsmd.org) or [procurement@mcpsmd.org](mailto:procurement@mcpsmd.org) , to verify

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

## **24.0 eMARYLAND MARKETPLACE**

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 <https://emaryland.buyspeed.com/bsa/> regardless of the award outcome for this procurement as it is a valuable resource for upcoming bid notifications for municipalities throughout Maryland.

## **25.0 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, nonpublic schools such as charter schools, special districts, intermediate units, nonprofit 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 Award Offeror(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 Offeror. MCPS assumes no authority, liability, or obligation on behalf of any other public or nonpublic entity that may use any contract resulting from this solicitation.

## **26.0 INQUIRIES**

Inquiries regarding this solicitation must be submitted in writing to Mrs. Laly Bowers, Buyer II, MCPS Procurement Unit, 45 W. Gude Drive, Suite 3100, Rockville, MD 20850, via fax at 301-279-3173 or email to [Laly\\_A\\_Bowers@mcpsmd.org](mailto:Laly_A_Bowers@mcpsmd.org). Questions are due by March 28, 2018. Responses will be posted on eMaryland Marketplace and on MCPS' Procurement webpage. 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 Offerors 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 Offeror's. Only such addenda/errata, when issued by MCPS Procurement Unit, 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 <http://www.montgomeryschoolsmd.org/departments/procurement/>

## **27.0 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.

## **28.0 RFP PROTESTS**

Any RFP protest, including appeals, will be governed by the applicable MCPS Procurement Unit 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.

## **29.0 CONTRACT**

MCPS plans to enter a contractual agreement with a consulting firm to whom the award is made and intends to make the attached MCPS General Contracting Articles a part of the contract, except and unless modified by MCPS. Proposals must clearly identify any variances from or objections to the specifications in this RFP and the terms and conditions of the MCPS General Contracting Articles. Lacking any response to the contrary, MCPS will infer that the Offeror agrees to the specifications of this RFP and each term and condition of the MCPS General Contracting Articles. In particular, the insurance and indemnification provisions set forth in Section 33 of the MCPS General Contracting Articles are non-negotiable. In addition to and consistent with Article 15 of the MCPS General Contracting Articles, the Contract shall include additional data sharing provisions regarding "Confidential Information" as defined in Article 15, including personally identifiable student information, as required by MCPS policies and regulations and applicable law.

## **30.0 BIDDER OBLIGATION/SEX OFFENDER (See General Contract Article 21)**

Maryland Law requires that any person who enters into a contract with a county board of education or a non-public school "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender. 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 \$5,000 fine.

Each Contractor must screen their work-forces to ensure that a registered sex offender does not perform work at a county public school and also ensure that any Sub-Contractor and independent Contractor conducts screening of its personnel who may work at a school. The term "Work-force" is intended to refer to all of the Contractor's direct employees and any Sub-Contractors and/or independent Contractors it uses to perform the work. Violation of this provision may cause MCPS to take action against the Contractor up to and including termination of the contract.

**CONTRACT ADMINISTRATION (Applicable to all individual EMS projects)**

**1.0 PRE-CONSTRUCTION MEETING**

- 1.1 MCPS reserves the right to convene a meeting with the apparent low bidder prior to awarding a project. The purpose of this meeting is to afford all parties an opportunity to discuss any aspects of project and contract execution, which may be of concern for the successful and timely completion of the individual project.
- 1.2 Sample warranty documents and service agreements shall be provided to MCPS at this meeting.

**2.0 POST BID SUBMISSIONS**

2.1 Sub-Contractors

- a) The successful bidder shall supply a complete list of all Sub-Contractors and the cost of their work for evaluation by MCPS. This list must be submitted within two workdays after MCPS makes the request. **Failure to do so may be grounds for non-consideration of your bid.** The Contractor shall be responsible for assuring that all proposed Sub-Contractors are in good standing with MCPS.
- b) MCPS shall notify the Contractor **in writing** if, after due investigation, there is reasonable objection to any of the proposed Sub-Contractors. Failure of MCPS to make objection to any proposed Sub-Contractor shall constitute notice of no objection. Each Sub-Contractor may be required to furnish to MCPS, proof their financial stability and experience to perform the particular work for which they will be engaged. All contractual agreements between the Contractor and their Sub-Contractor(s) shall be written and unamended on the Standard Form of Agreement between the Contractor and Sub-Contractor, AIA Document A401 (most recent Edition). Upon request, the Contractor shall supply copies of this contract to MCPS **within five workdays.**
- c) MCPS acceptance of Sub-Contractors in no way relieves the Contractor from being responsible for the total and complete performance of the work for the project; i.e., failure of the Sub-Contractors to satisfactorily perform the work in a timely fashion is the Contractor's responsibility and not that of MCPS.
- d) All work must be performed by a bona-fide licensed trade person.

2.2 Minority Business Enterprise in Public Schools

Minority business enterprises are encouraged to respond to this invitation.

**2.3     Invoicing**

- a) **Bidder shall submit invoices to the MCPS Project Manager for payment approval.** All invoices shall identify pertinent information such as purchase order number and building name/location where work was performed.
- b) MCPS is not obligated to make partial payments for work performed under this contract. However, partial payments may be considered based upon the Contractor's justification of expenditures, satisfactory work and project is 90% complete.
- c) Request for partial payment shall be submitted to the project coordinator. Invoices shall be accompanied by a schedule of values allocated to various portions of the work (similar to AIA Document's G702 & G703). This schedule, unless objected to by MCPS, shall be used as a basis for reviewing the Contractor's application for partial payment.
- d) In all months with outstanding invoice(s), the Contractor is required to submit a monthly statement via e-mail to MCPS at [DOMaccounting@mcpsmd.org](mailto:DOMaccounting@mcpsmd.org).

**2.4     Permits and Inspections**

The Contractor shall obtain all required permits, pay all fees, and certify that all required permits have been obtained prior to commencing work. Upon completion of all work, obtain all certificates of inspections required and deliver them to the MCPS project coordinator. All required permit certificates and related documentation shall be submitted to the MCPS project coordinator for approval prior to final payment.

**3.0     PERFORMANCE**

- 3.1 The Contractor shall have on the job site at least one person fluent in English.
- 3.2 **The Contractor must provide MCPS with cellular telephone number of the project manager to allow for day-to-day direct communications.**
- 3.3 Work to be completed in a timely workmanlike manner; fumes, odors, materials and work procedures will be controlled to protect occupants and property from harm and damage.
- 3.4 MCPS requires the installer to maintain a full-time supervisor/foreman on the job site while the work is in progress who is experienced in installing automation systems similar to the type and scope required for this project. This supervisor/foreman must have completed MCPS's background check, fingerprinting and badging process prior to being on the job site.

### 3.5 Contractors and employees:

- a) While performing work inside the building, the Contractor will be required to check in daily at the school's main office. The Contractor's qualified OEM trained full time personnel must have completed MCPS's background check, fingerprinting and badging process prior to being on the job site.
- b) Use of any form of tobacco products, liquor, and/or illegal drugs is not permitted in MCPS buildings and on grounds.
- c) Are not to routinely use facility equipment and buildings, i.e., telephone, lounges, toilet rooms, parking lots, etc. MCPS project coordinator will designate such facilities authorized for Contractor use.

3.6 All work shall be scheduled to the mutual satisfaction of the school administration and the MCPS project coordinator to avoid conflicts with school activities.

3.7 Work area must be left clean and ready for use after the installation. The Contractor must remove all debris generated by the work from the premises daily.

3.8 Installation must be performed in strict compliance with the latest local, state and federal regulations having authority. The OSHA, MOSHA, etc. standards must be followed.

3.9 The Contractor shall provide and maintain temporary barricades as necessary to prevent unauthorized personnel from entering the areas where work is being performed by the Contractor. Such barricades shall be completely removed upon completion of the work.

3.10 Failure to perform in accordance with MCPS specifications and industry standards may result in the Contractor being removed from the bidders list and will not be able to participate in future Invitation For Bid for a period of two years.

## 4.0 CHANGES IN THE WORK

4.1 Should it be desired to make alterations or changes at any time during the progress of the work or to add to or delete work, MCPS shall have the undisputed right to make such changes, additions, omissions, or alterations by written order. **An MCPS Change Order Form APPENDIX E, must be completed and signed by MCPS, Procurement Unit and Contractor's authorized representative.** All change order forms, Proposals and other supporting documentation relating to additional work must be supplied to the MCPS project coordinator within one week from the time the change order need is identified. No cost changes to contract will be paid without a complete change order form. If work is performed without MCPS authorization and/or written change order, the Contractor will

be subject to reversing said work, or work and/or materials shall remain at no cost to MCPS. This shall be solely at MCPS' discretion.

- 4.2 The allowable, all inclusive mark-up for combined overhead, bonds, fringe benefits, union fees, equipment, tools and profit for work performed by the prime Contractor will be based on the monetary value of the work not to exceed the following rates:

<u>Value of Work</u>	<u>Combined Overhead &amp; Profit</u>
\$0 - \$1,000	18%
\$1,001 - \$3,000	12%
\$3,001 - \$6,000	8%
\$6,001 - and over	6%

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

- 4.3 The Contractor shall furnish supporting documentation with all change order requests credits or extras. At a minimum, change order requests shall include a description of the work, detailed material lists, costs of materials (actual Contractor costs, not list prices), man-hours and rates. The same material costs, man-hours, rates, supervision, overhead, and profit shall be applied equally to a credit or an extra.

## 5.0 QUALITY ASSURANCE

- 5.1 The Contractor shall only offer units and accessories through one source from an MCPS approved manufacturer. The installers shall perform all installations in accordance with manufacturer's procedures and MCPS specifications herein. The successful Contractor shall be regularly engaged in the installation of systems and equipment similar to those specified herein and has a minimum of five years' experience. Appropriately licensed employees shall perform all work. A copy of these licenses must be submitted to with your bid response. Licenses for any additional staff to work on these projects shall be provided to the MCPS Project Coordinator prior to performing any work. **Bidder must provide a letter of information showing the number of years' experience in this line of work to be included in their bid submission.**
- 5.2 The Contractor offering the bid shall be the firm that provides and performs the installation. Any sub-contracting request to MCPS shall only be the bona-fide installers, meeting all the quality assurance requirements above. The bidder must secure approval in writing from MCPS prior to sub-contracting any work and must provide qualification details for the Sub-Contractor such as, but not limited to, licenses, references, and years in business, experience, etc., as may be requested by MCPS.



**6.0 LATE CHARGES FOR FAILURE TO COMPLETE ON TIME**

- 6.1 MCPS shall retain \$3,000 per each calendar day (includes weekends) of delay beyond the completion date of each stage stipulated on the contract for each facility; completion dates for each stage of the project for each facility shall be established by the mutual agreement between Contractor and MCPS prior to executing the contract. The late charges will be assessed by MCPS as a result of the late completion. This shall apply if the Contractor fails to meet any specified target date as identified herein unless written approval for extension has been granted by MCPS.
- 6.2 Failure to complete the work within the time specified will entitle MCPS to late charges. These charges will be deducted and retained out of any monies due the Contractor under this contract for the sum stated in the above paragraph for each calendar day required to complete the work beyond the agreed upon and documented completion date. This includes Saturdays, Sundays and legal Holidays.
- 6.3 If necessary to reach a proper stopping place in any portion of work or to complete work within contract time limit, the Contractor shall work overtime both their forces and the forces of their Sub-Contractors without additional cost to proposal price. The Contractor shall be responsible for all incidental costs in connection with such overtime work including, but not limited to, MCPS building service staff overtime required.
- 6.4 The MCPS Project Manager will review requests for extension of completion time due to strikes, lack of materials, and/or any other condition, over which the Contractor has no control. Written application for extension shall be made immediately upon occurrence of conditions that, in the opinion of the Contractor requires such an extension, with reason clearly stated and detailed proof for each such delay. The delay of MCPS issuing a purchase order does not automatically alter any completion dates. If in the Contractor's view the delay of the purchase order is having a negative effect on completion of the contract within the dates specified, they must notify MCPS in writing immediately. Using the rationale that a purchase order was issued late, at the conclusion of the work will not be an acceptable reason for requesting a contract extension. No time extension will be allowed except by final written approval of the director of the Procurement Unit. No requests for extension due to weather conditions will be considered unless accompanied by documentary evidence supplied by the Weather Bureau showing, by comparison, that such weather suffered is abnormal to any of the past five years as recorded by the Weather Bureau. No request for extension will be considered by MCPS if received from the Contractor after the previously agreed completion date has passed. Late charges will be automatically deducted.

**7.0 MCPS PROJECT MANAGER/PROJECT COORDINATOR**

- 7.1 Mr. Dave Grossnickle or his designee will represent MCPS in the execution of this contract as the MCPS Project Manager. No changes in contract conditions or specifications will be made without the Project Manager Approval and authorization by the director, Department of Materials Management or his designee.
- 7.2 After award the MCPS Project Manager will assign a Project Coordinator who will handle day-to-day operation and installation coordination. Scheduling work on site after an award of contract must be made through the MCPS Project Coordinator.
- 7.3 The Project Coordinator is authorized to:
- a) Serve as liaison between MCPS and the Contractor;
  - b) Give direction to the Contractor to ensure satisfactory and complete performance;
  - c) Monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;
  - d) Serve as records custodian for this contract;
  - e) Accept or reject the Contractor's performance;
  - f) Furnish timely written notice of the Contractor's performance failure to the MCPS Project Manager and copy to the Procurement Unit;
  - g) Prepare required reports;
  - h) Approve or reject invoices for payment and submitted construction schedules;
  - i) Recommend contract modifications or terminations to the MCPS Project Manager and the Procurement Unit;
  - j) Issue notices to the Contractor to proceed with the project after receiving signed change order as required.
- 7.4 **The MCPS Project Manager is not authorized to make any determination that alter, modify, terminate or cancel the contract, affect procurement, interpret ambiguities in the contract language, or waive MCPS contractual rights.**

**8.0 PROGRESS MEETINGS**

- 8.1 General: Progress meetings shall be scheduled at intervals, days, and times as mutually agreed upon by MCPS, Engineer, and Contractor. Location for these meetings will be determined at a later date.
- 8.2 Attendance: Project Coordinator, Contractor, and Engineer as necessary; Sub-Contractors and material suppliers as appropriate to the agenda. Representatives of consultants, Contractor, Sub-Contractors and suppliers attending the meetings shall be qualified and authorized to act on behalf of the entity each represents.

- 8.3 Minutes of Meetings: The Engineer will record/distribute the minutes of each meeting to:
- a. Project Manager
  - b. Project Coordinator
  - c. Contractor. The Contractor shall further distribute copies of the minutes to other participants and any additional parties affected by decisions made at the meeting.

8.4 Agenda for Meetings:

- a. Review of minutes of previous meeting.
- b. Review of work progress since previous meeting.
- c. Field observations, problems and conflicts.
- d. Review of problems that could impede construction schedule.
- e. Review of off-site fabrication, delivery schedule.
- f. Revisions to progress schedule.
- g. Plan progress during succeeding work period.
- h. Coordination of schedules.
- i. Maintenance of quality standards.
- j. Other business.
- k. Contractor's invoicing.

Monitoring Progress:

MCPS will monitor the progress of the work and will meet and confer with the Contractor to determine whether or not they are on schedule. Progress will be documented in the meeting minutes. If MCPS determines that, the Contractor is not on or ahead of schedule the Contractor will be notified that they have 14 calendar days to expedite their work to get back on schedule. MCPS will not make any further payments until the Contractor is back on schedule.

## **9.0 PRE-CONSTRUCTION SUBMITTALS**

- 9.1 Contractor shall furnish an equipment parts price list update, published by the equipment manufacturer, if costs have changed from previous information provided to MCPS and for any new control devices for which costs are not on file. An installation cost statement update shall also be submitted if changes have been made from previously approved submissions. It is the Contractor's responsibility to apprise MCPS of any price increases over those currently on file with MCPS; without such notification, the price quotes on file shall be binding. Equipment/parts price lists shall clearly represent the cost to MCPS of the item to be purchased; i.e. should MCPS wish to replace a failed component of an assembly, but the manufacturer only furnishes the assembly as complete package without the option of purchasing components, the price list tendered by the Contractor shall reflect the true cost of the component replacement by listing the cost of the assembly only.

9.2 Submit copies of appropriate shop drawings and control drawings for the EMS. Quantities of shop drawings submitted to the EMS Engineer for his approval shall be sufficient for the Engineer to retain one copy, one copy for the Owner, and the remaining copies will be returned to the Contractor for his use.

a. Required shop drawings shall include but not necessarily be limited to the following items:

Controllers	Software Manuals
Sensors	Modems
Transmitters	Microprocessors
WEB Interface Devices	Local Interface Equipment
Current Transducers	Current Switches
Thermostats	Valves
Dampers	Actuators
Switches	Freeze stats
Relays	Enclosures
Power Monitors	Guards

b. Control drawings shall be submitted. Integrate with flow diagrams, show outlines of HVAC equipment with control devices, schematic one line control piping and wiring, and written sequence of operation and operating instructions. Equipment numbers shall correspond to those shown in these documents or as taken from existing As-Built control drawings. Submit points list showing each control input and output, the device being controlled, the location of the device, and the symbol or label of the control point in the software.

9.3 Changes: When a submittal must be resubmitted by the Contractor, no changes other than those required as a result of the previous submission shall be made without the Engineer being made aware of the change. If such changes are made without so advising the Engineer, the Contractor must assume full responsibility for the possible consequences.

9.4 Requirements: Project work, material, fabrication and installation shall conform to reviewed shop drawings, applicable samples and catalog data.

9.5 Deviations: Review of submittals by the Engineer shall not authorize any deviation from the requirements of the Contract Documents nor shall such approval relieve the Contractor from responsibility for errors or omissions therein.

**10.0 RECORD DOCUMENTS**

- 10.1 General: A set of record documents shall be maintained by the Contractor and kept current with changes in construction as they occur. Record documents shall consist of:
- Shop Drawings
  - Contract Specifications and any addenda thereto.
  - Change Orders
  - Engineer's Supplemental Instructions
  - As-Built Drawings
- 10.2 Labeling: Label each document "Project Record" in 2-inch high printed red letters.
- 10.3 Requirements: Do not use record documents for construction purposes. Maintain documents in a clean, dry, legible condition. Record documents shall be kept current and no work shall be permanently concealed until required information has been recorded.
- 10.4 Shop Drawings: Legibly mark with pen to record actual construction if differing from original contract documents.
- 10.5 Additional items to be recorded are:
- a. Changes made by Change Order or Supplemental Instruction.
  - b. Details not in original contract documents.
- 10.6 Contract Specifications: Legibly mark up each section to record:
- a. Manufacturer, trade name, catalog number, and supplier of each product actually installed.
  - b. Changes made by Change Order or Supplement Instruction.
  - c. Other matters not originally specified.
- 10.7 Submittal: At completion of project deliver record documents to the Owner.

**11.0 INSURANCE**

The Contractor shall maintain Comprehensive Business insurance for protection from claims under the Workmen's Compensation Act, claims for damages because of bodily injury, death, or property damage to others, including employees of the Board of Education; and claims for damages arising out of the operation of motor vehicles, which may arise during the performance of the contract whether caused by the Contractor or by any Sub-Contractor or anyone directly or indirectly employed by either of them. The Contractor shall also maintain product liability insurance. The aforementioned insurance shall cover the duration of the contract period, including all periods of the time and all places where work is performed under an expressed or implied warranty. The limits

of such liability insurance for each occurrence shall be equal to or greater than \$500,000 for Bodily Injury and \$100,000 for Property Damage.

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

**Commercial General Liability**

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

Contractual Liability

Premises and Operations

Independent Contractors

Products and Completed Operations

**Automobile Liability Coverage**

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

Owned automobiles

Hired automobiles

Non-owned automobiles

**Worker's Compensation/Employer's Liability**

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

Bodily Injury by Accident - \$500,000 each accident

Bodily Injury by Disease - \$1,000,000 policy limits

Bodily Injury by Disease - \$500,000 each employee

**Additional Insured**

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

**Policy Cancellation**

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

**Certificate Holder**

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

**12.0 SALES TAX**

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

**13.0 APPLICABLE LAWS AND PERMITS**

The Contractor is responsible for obtaining any and all permits required to fulfill this contract and shall comply with all laws, ordinance, rules and regulations of the jurisdictions in which the work may be performed.

**14.0 PRE-QUALIFICATION REQUIREMENTS SUMMARY**

14.1 The following information must be submitted in your response to this solicitation. Failure to include any of the items listed below will disqualify a firm's response. Offerors should describe in detail and provide evidence supporting the qualifications requested below.

14.2 MCPS reserves the right to require that the prime trade Contractor/Sub-Contractor demonstrate that it has the skills, competence, responsibility, equipment, and other resources to satisfactorily perform the nature and magnitude of work necessary to complete the project within the proposed contract schedule.

14.3 Application forms and supplemental information must be typed or printed. Information presented therein shall be clear, complete, accurate, and concise. The following forms and attachments comprise the technical Offer:

A. Offeror shall submit a letter on **company letterhead signed by an authorized person verifying compliance** with the following mandatory requirements:

- a. A firm must have a minimum of five years' experience for the trade in which they are applying in order for his technical Offer to be considered; this is a mandatory requirement. If the technical Offeror is a joint venture firm, each joint venture party must have five years' contracting experience; if, however, one joint venture party is responsible for 70% or more of the scope of services, that joint venture party must have five years' experience and the other joint venture party(ies) must each have five years' experience.

- b. The firm must disclose whether it or its' principals have done business and/or have been licensed in the State of Maryland to do business under any other name in the last five years. Failure to do so will result in disqualification of their response.
  - c. Firms must be licensed to conduct business as required by the State of Maryland (Business Regulation Article, Annotated Code of Maryland) and shall submit proof of current business and professional trade licensing with their response.
  - d. Firms must provide a "Good Standing Certificate" from the General Accounting Division, Comptroller of Maryland. Information may be obtained at: [http://compnet.comp.state.md.us/General\\_Accounting\\_Division/default.shtml](http://compnet.comp.state.md.us/General_Accounting_Division/default.shtml).
  - e. General Company Background: Brief but informative history of your firm. Include information as to type of work done, number of years in business, number of employees with breakdown between supervisory and non-supervisory and annual dollar volume. **Specify a primary contact to include name, title, telephone number and e-mail address.**
  - f. Project Specific Background: Provide information on your firm's specific background by submitting a list of the ten largest projects completed during the past 24 months. Include any K-12 educational work completed.
  - g. The Offeror must confirm that the firm has no judgments against it.
  - h. Please note: If the Offeror is a local office of a parent company, the information is to be provided on the **local office only that will be managing this contract**, not the parent organization, unless the parent organization is the Offeror.
- 14.4. **Minority Business Enterprise Appendix D (MBE) Utilization Experience**: Please sign the acknowledgement on **Attachment C**. MBE forms included in these specifications will be required for individual state funded projects.
- 14.5 **Surety Statement**: Applicant's ability to acquire performance, and payment bonds for projects awarded.
- 14.6 MCPS will deny qualification to any Offeror if MCPS finds any of the following:
- a. The Offeror fails to provide a signed Surety Statement that indicates that the Surety knows of no reason at this time that the Surety would not be able to provide performance and payment bonds in connection with the projects to be bid this year for amounts up to \$250,000, if applicable.
  - b. The Offeror does not have the appropriate experience to perform an MCPS project.
  - c. The Offeror or any officer, director or owner thereof has had judgments entered against him/her within the past five years for the breach of contracts for governmental or non-governmental projects.
  - d. The Offeror has been in substantial noncompliance with the terms and conditions



of prior construction projects.

- e. The Offeror or any owner, officer, director, project manager, procurement manager or chief financial officer thereof has been convicted within the past five years.
- f. The Offeror or any officer, director or owner thereof is currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body, agency or another state or agency of the federal government.
- g. The Offeror failed to provide to MCPS within the established time frame, any information requested in this Notice to Prime Trade Contractors/Sub-Contractors relevant to Items A through F above.