

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

Invitation For Bid #9446.2

Wi-Fi Monitor for Energy Management Systems

GENERAL CONDITIONS AND SPECIFICATIONS

I. GENERAL CONDITIONS

A. Intent

The intent of this Invitation For Bid (IFB) is to solicit bids from qualified contractors for the purchase, delivery of Wi-Fi Wireless Humidity and Temperature Data Logger to match 100 existing systems and a fee for iCloud/data services as described herein. Equipment will be used in various MCPS schools and will be coordinated through the MCPS Division of Maintenance. MCPS reserves the right to add/delete equipment/supplies throughout the contract term and/or add suppliers should the awarded supplier fail to complete the required work within the time stipulated in the contract.

B. Award

This solicitation does not commit MCPS to award any contract or to pay any costs incurred in the preparation of a response. It is the intention to award this contract to the bidder(s) submitting the most favorable prices with consideration being given to any previous performance for the Board of Education as to quality of service and acceptable merchandise, and with regard to the bidder's ability to perform should it be awarded the contract. However, the Board of Education reserves the right to make awards according to the best interest of the Board of Education of Montgomery County, Maryland. **Awards are contingent upon availability of funds.**

C. Background

In an attempt to predict and prevent possible mold outbreaks, MCPS issued a pilot program with several brands/models of systems. MCPS staff determined that the Lascar systems meets all of our requirements and will be moving forward considering only the purchase of this brand to perform a large-scale indoor temperature and humidity monitoring at selected schools during the air conditioning season

D. Interpretation of Specification

The commodities listed are specified to meet the minimum requirements of MCPS. Therefore, suppliers are informed that they must provide the items in conformance to quality standards equal to the supplies/services specified.

E. Deviations

All bids meeting the intent of the invitation will be considered for award. Suppliers offering and quoting on substitutions or who are deviating from the terms, conditions, and/or specifications shall list such and explain fully on a separate sheet to be submitted with its bid. The absence of such a sheet shall indicate that the supplier has taken no exception and shall therefore be held responsible for performing in accordance with the terms, conditions and specifications as stated herein.

F. Contract Term/Schedule

The term of contract shall be for one year as stipulated on the Invitation for Bid. However, the contract may not begin until one day after approval by the Board of Education and will conclude as stated under the contract term. MCPS reserves the right to extend this contract at existing prices, terms and conditions for up to four additional one-year terms. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful vendor(s) 90 days prior to the expiration of the original contract. The contractor(s) will have ten days from the date of notification to return the notice acknowledging its intent to accept or reject the extension. Once all responses are evaluated, MCPS staff may make a recommendation to the Board of Education to extend the contract or decide to rebid. If the contract is extended by the Board of Education a contract amendment will be issued.

G. Warranty

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

H. References

Bidders are required to provide references. The references shall have company name, contact person, address and phone number of three current customers for which similar services have been provided for of a comparable size.

If the referenced information is not accurate and MCPS cannot contact the person(s) named, your response may not be considered.

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

Email Address: _____

2. _____

Email Address: _____

3. _____

Email Address: _____

I. Quotations

No supplier will be allowed to offer more than one price on each line item. If any supplier should submit more than one price on any item, all prices for that item will be rejected. However, this stipulation does not preclude the offering of new products which do not meet specifications in every respect from being offered as a separate item for consideration for future bids. Such product should be identified as a new product and a brief explanation written as a part of the offer detailing the advantages that can normally be expected of this product over the product specified.

A supplier may restrict its bid to consideration in the aggregate by so stating, but shall name a unit price on each item bid upon. Any bid in which the supplier names a total price for all the articles without quoting a price on each and every separate item may be considered informal and may be rejected. If there is a discrepancy between the unit cost and total cost, the unit cost shall prevail.

This solicitation shall be valid for acceptance during a period of no less than 90 days from date of opening. Once the contract is approved, terms and conditions of the solicitation shall prevail throughout the contract period.

J. Provision for Price Adjustment

Subsequent to award, the unit price on equipment quoted herein is subject to price adjustment upward or downward in accordance with increases or decreases announced by the manufacturer after the contract award. The successful bidder must notify the director of Department of Materials Management of any announced manufacturer's price reductions and give immediate benefit to MCPS in a proportionate amount.

Price increases on both service labor rate and on equipment will not be considered for the first 90 days of the contract. Thereafter, the successful bidder must submit a written request for price relief. The request for a price increase on the equipment shall include documentation from the manufacturer to verify the basis for such request. Adjustments for price increases on service labor rate will be based upon Consumer Price Index (CPI), specifically, the All Consumers Index, published by the U.S. Department of labor, Bureau of Labor Statistics, for the Washington, D.C., Metropolitan Area. The request shall not exceed 75% of the percentage change of January 1 CPI's, rounded to the nearest tenth of a percentage. Downward adjustments shall be made by MCPS without a request from the successful bidders.

MCPS reserves the right to accept or reject the request as may be determined to be in the best interest of MCPS. Any orders received prior to a request for a price increase shall be honored at the original contract price. If the price increase is approved, a contract amendment will be issued authorizing the increase.

K. Award Criteria

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

L. Bidder Obligation**Contractors' Obligation Regarding Criminal Records of Individuals Assigned to Work in MCPS Facilities**

All MCPS Contracts must include the following provisions:

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

Maryland Law requires that any person who enters into a contract with a county board of education or a non-public school “may not knowingly employ an individual to work at a school” if the individual is a registered sex offender. **Bidder shall acknowledge that Section 11-722 of the Criminal Proceedings Article, Annotated Code of Maryland, as amended by the Maryland legislature in June 2006, prohibits a person having a contract with a public school from hiring a registered sex offender to perform work at a school.** 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 \$5,000.00 fine.

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

1. A sexual offense in the third or fourth degree under § 3–307 or § 3–308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under § 3–307 or § 3–308 of the Criminal Law Article if committed in Maryland;
2. Child sexual abuse under § 3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under § 3-602 of the Criminal Law Article if committed in Maryland; or
3. A crime of violence as defined in § 14–101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of § 14–101 of the Criminal Law Article if committed in Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an

attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under § 3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.

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

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

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

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

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

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

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

summary to MCPS justifying its recommendation. MCPS will rely on the contractor's summary to determine whether to accept the contractor's recommendation, and the contractor will be responsible for any consequences of a material misrepresentation in its written summary.

Once the contract is awarded, the contractor is responsible for implementing the background check process. An individual in the contractor's work-force may not begin work in a MCPS school facility on an assignment where the individual will have direct, unsupervised, and uncontrolled access to children, until: (a) the background check results for that individual have been received by MCPS; (b) the contractor certifies to MCPS that the individual has received training and/or reviewed informational materials, as appropriate, regarding recognizing, reporting, and preventing child abuse and neglect, consistent with the content provided in training for MCPS employees; and (c) the individual obtains a MCPS identification badge. The badge will be issued by the MCPS Department of Safety and Security, 850 Hungerford Drive, Room 131, Rockville, MD 20850. Appointments are made by calling 301-279-3066. The contractor will be required to return all badges at the conclusion of the contract.

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

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

Provide letter certification that your company is in compliance and follows the guidelines of the Annotated Code of Maryland Section 11-722 – Bidder Obligation/Sex Offender.

M. Multi-Agency Participation

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

The supplier/contractor agrees to notify the issuing agency of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies. Each participating jurisdiction or agency shall enter into its own contract with the Award Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award Bidder. MCPS assumes no authority, liability, or obligation on behalf of any other public or non-public entity that may

use any contract resulting from this bid MCPS pricing is based on the specifications provided in this solicitation. A negative reply will not adversely affect consideration of your bid response.

N. eMaryland Marketplace

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

O. Submission of Bids

One original and one copy of the bid are requested. The cover page of each copy must be clearly marked original or copy. Bidders may wish to reproduce and retain an additional copy.

P. Addenda/Errata

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the sole responsibility of the bidder to check the "Event Calendar" on the MCPS Web site <http://procurement.montgomeryschoolsmd.org/home/Bids> or contact Mrs. Laly Bowers, CPPB, Buyer, in the Procurement Unit at [Laly A Bowers@mcpsmd.org](mailto:Laly.A.Bowers@mcpsmd.org) or at 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.

Q. Inquiries

Inquiries regarding this solicitation must be submitted in writing, to Mrs. Laly Bowers, CPPB, Buyer II, Montgomery County Public Schools, Procurement Unit, 45 West Gude Drive, Room 3100, Rockville, Maryland 20850, fax number 301-279-3173 or by email Procurement@mcpsmd.org Questions must be received no later than four days prior to bid due date in order for the bidder to receive a reply prior to submitting his response. The Board of Education will not be responsible for any oral or telephone explanation or interpretation. Bidder contact with any other MCPS employee regarding this solicitation until the contract is awarded by the Board of Education will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its bid. The MCPS Procurement website address is <http://procurement.montgomeryschoolsmd.org/home/Bids>

II. DETAILED SPECIFICATIONS**Minimum Requirements/ Specifications for Item 40561 (200 ea)**

1. EL-WIFI-TH - WiFi Wireless Humidity and Temperature Data Logger – **Lascar (BRAND) ONLY** (Lascar Electronics Wireless Data Logging Sensor with Display, Alarms and Rechargeable Battery)
 - Standards Compliance IP55
 - Weight 4.4 oz.
 - Dimensions 26.36mm x 97.3mm x 71.3 mm
 - Must come pre-loaded with the latest firmware
 - 802.11b Wireless Standards Compliance with IP 55 Rating
 - -20°C to 60°C Temperature Measurement Range with $\pm 1.0^{\circ}\text{C}$ Accuracy
 - Monitor Readings on MCPS PCs (via Software) or Any Device with a Browser Using the "Cloud"
 - Cloud Service for Storage, Viewing and Analyzing Readings (at additional charge)
 - Wireless Transmission of Data to PC Computer or to Cloud Using Existing Wifi Network
 - Logs up to 500,000 Readings onto Internal Memory if Wireless Network Not Available
 - LCD Shows Current Temperature and Humidity Readings, Battery Status and Alarm Status
 - 10 Second to 12 Hour User-Selectable Sampling Rate
 - Includes Rechargeable Lithium Polymer Battery, Micro USB Cable and Wall Bracket.
 - PC Software must be available as a download.
 - Temperature Measurement Range: -20°C to 60°C (-4°F to 140°F)
 - Resolution: ± 0.5
 - Accuracy: $\pm 1.0^{\circ}\text{C}$ (Typical)
 - Humidity Measurement Range: 0 to 100%
 - Resolution: ± 0.5
 - Accuracy: $\pm 2.5\%$ RH (Typical); $\pm 5.0\%$ (Max.)
 - Data Storage Capacity On Device: 500,000 Temperature and Humidity Readings
 - Transmission Rate 1 Minute to 24 Hours (User-Configurable)
 - Operating Range Temperature: -20°C to 60°C (-4°F to 140°F)
 - OS Compatibility Windows 8, 7, Vista, XP (32-bit and 64-Bit Versions)
 - Display Functions must include Current, Min and Max Readings, Battery Life, Wireless Signal Strength, Alarm Event Status, Probe Connection Status, as well as Maximum Logged Temperature and Minimum Logged Temperature
 - Visual - Blinking LED Alarm and Alerts with additional email alerts available through Cloud-Based Storage and Service

Minimum Requirements/ Specifications for Item 40564 (40 ea)

2. EL-WIFI-TH - WiFi Wireless Humidity and Temperature Data Logger – **Lascar (BRAND) ONLY** (Lascar Electronics Wireless Data Logging Sensor with Display, Alarms and Rechargeable Battery)

Specifications are the same as listed for 40561 above, the difference is for this line item each unit is to be calibrated using a single point calibration.