

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

INVITATION FOR BID # 9471.1

GENERAL CONDITIONS AND SPECIFICATIONS

I. GENERAL CONDITIONS

A. Scope

The specifications contained herein are intended to cover the purchase and installation of two high and three high, three deep pushback racking system for the Montgomery County Public Schools, (MCPS), Division of Maintenance and Operations at 8301 Turkey Thicket Dr, Gaithersburg, MD 20879.

The Contractor must provide all necessary management, supervision, personnel, labor, tools materials and equipment for the installation, alteration and renovations to complete this project in all detail as required.

B. Intent

1. It is the intention of these specifications to secure all-inclusive prices, to fully cover all required equipment, services, materials and labor for the purchase and installation of a pushback racking system. All work shall be performed by a specialty contractor of established reputation who is regularly engaged in the performance of the specified work and who maintains, and make available for this purpose, a regular force of skilled workmen.
2. **Bid prices offered shall be all-inclusive, including but not limited to, labor, equipment and miscellaneous materials to satisfy all specification requirements. All costs shall be included in the bid prices submitted.** All work shall be performed in accordance with the latest applicable laws, codes and regulations of the various regulatory bodies of the State of Maryland, Federal/Local Governments, and all other boards or departments having jurisdiction. These regulations and standards will further be considered a part of these specifications and conditions. The contractor shall furnish and install any additional items required by the same, whether or not particularly shown or specified. Any items or requirements noted herein in excess of these requirements and permitted by the requirement shall take preference. All deliveries must be prepaid to the destination (F.O.B. destination) and in no case will collect shipment be accepted.

C. Award

1. This solicitation does not commit MCPS to award any contract or to pay any costs incurred in the preparation of a response. 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.**
2. Wherever the term “provide” is used, it shall mean, “furnish and install in place, complete in all details”.

D. Contract Term

The term of contract shall be for one year as stipulated on the Invitation For Bid. However, the contract may not begin until one day after approval by the Board of Education and will conclude as stated under the contract term. MCPS reserves the right to extend this contract at existing prices, terms and conditions for up to four additional one year terms. Written notice indicating MCPS’ intention to pursue the extension of the contract will be issued to the successful bidder(s) 90 days prior to the expiration of the original contract. The bidder(s) shall have ten days from 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.

E. Quotations

No bidder will be allowed to offer more than one price on each item. A bidder 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 bidder names a total price for all the articles without quoting a price on each and every separate item will be considered informal. If there is a discrepancy between the unit cost and total cost, the unit cost shall prevail.

Rates: Regular rate will represent work performed Monday through Friday, 6:00 a.m. until 4:00 p.m. Hourly rates shall be all inclusive, including but not limited to union fees, workman’s compensation, insurance, benefits, etc.

F. Travel time:

No payment for travel time to or from job site shall be charged. Charges begin when contractor arrives at each job site and end when crew leaves each job site. The project coordinator will verify time records.

G. Warranty

1. The specifications require that all workmanship and materials shall be warranted for two years. Final payment will be made once the installation is complete and accepted by MCPS. The warranty shall begin once the MCPS Project Coordinator has approved the contractor’s final invoice for payment.

2. Warranty shall provide for replacement of defective materials plus installation and labor. Any warranty claim made by MCPS prior to the expiration of said warranty shall be satisfied although the warranty has subsequently expired. Failure of the bidder to provide satisfactory warranty service to MCPS shall be grounds for exclusion from future bidding.
3. Point of contact may change between the MCPS Project Coordinator and the contractor when identifying and resolving warranty claims during the warranty period.

H. Inspections

All work and materials supplied under these specifications shall be subject to inspection by the project coordinator. All parts of the work shall be accessible to the inspector. The contractor shall correct in its entirety, any work that is defective under these specifications, to the satisfaction of the Project Coordinator.

I. Deviations

All bids, 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. If these deviations are of a technical nature, the contractor shall supply manufacturers engineered description of the deviation. 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

J. eMaryland Marketplace

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

K. 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.

L. Contractors’ Obligation Regarding Criminal Records of Individuals Assigned to Work in MCPS Facilities

All MCPS contracts must include the following provisions:

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

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

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

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

Each contractor is required to submit, following award of a contract, documentation confirming that

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

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

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

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

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

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

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

301-279-3066. The contractor will be required to return all badges at the conclusion of the contract.

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

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

M. References

Bidders shall provide three references with their bid submission. The references shall have company name, contact person, address and phone number of three current customers for which a contract for similar size and type of project has been provided. If the reference information is not accurate and MCPS cannot contact the person(s) named then your bid may not be considered. MCPS may request additional references.

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

Email: _____

2. _____

Email: _____

3. _____

Email: _____

N. Special Conditions

1. Audit Provisions – MCPS shall have the right to examine the successful bidder(s) records pertaining to work performed under the contract to determine and verify their compliance with all contractual conditions. MCPS shall be granted access to such records at all reasonable times during the contract period and for three years thereafter.

2. Contingent Fee – The successful bidder(s) hereby represents that they have not retained anyone to solicit or secure this contract from MCPS upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial selling agencies maintained by the person so representing for the

purpose of securing business, or any attorney rendering professional legal services consistent with applicable canons of ethics.

3. Assignments – Neither this contract nor any interest therein nor claim there under shall be assigned or transferred by the successful bidder(s) except as expressly authorized in writing by MCPS and no contract shall be made by the successful bidder(s) with any other party for furnishing any of the work or services herein contracted for without the written approval of MCPS.
4. Disputes – Any dispute concerning a question of fact arising under this contract shall be disposed of by written agreement between the contractor and the MCPS Contracting Officer. Pending final decision of a dispute hereunder, the contractor shall proceed diligently with the contract performance.

O. Proprietary and Confidential Information

Bidders are notified that MCPS has unlimited data rights regarding proposals submitted in response to this solicitation. Unlimited data rights mean 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 bidders in response to this or any solicitation issued by MCPS. However, MCPS will exempt information that is confidential commercial or financial information of a Provider, as defined by the Maryland Public Information Act (MPIA), State Government Article, Section 10-617, from disclosure. It is the responsibility of the bidder 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 bidder 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 bidder must agree to defend and hold MCPS harmless if any information is inadvertently released.

P. Award Criteria

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

Q. 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 website <http://www.montgomeryschoolsmd.org/departments/procurement/> or contact Rebecca Williams, Buyer in the Division of Procurement at Rebecca.V.Williams@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.

R. Inquiries

Inquiries regarding this solicitation must be submitted **in writing** Rebecca Williams, Buyer,

Montgomery County Public Schools, Division of Procurement, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850, [Rebecca V Williams@mcpsmd.org](mailto:Rebecca.V.Williams@mcpsmd.org) , or Procurement@mcpsmd.org . Questions must be received no later than four business days prior to bid opening in order for the bidder to receive a reply prior to submitting its bid. The Board of Education will not be responsible for any oral or telephone explanations or interpretations. **Bidder contact with any other MCPS employee regarding this solicitation will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its bid.** The MCPS Procurement web site address is <http://www.mcps.k12.md.us/departments/procurement/>

II. CONTRACT ADMINISTRATION

A. General

1. Minority Business Enterprise in Public Schools

Minority business enterprises (MBE) are strongly encouraged to respond to this IFB.

2. Submit Evidence of Insurance

Insurance

See Article XXI of the General Stipulations and Instructions to Bidders. The successful contractor shall submit an actual certificate of insurance made in favor of MCPS within five workdays after a Pre-Award Notification letter has been issued to the Successful Bidder.

3. Invoicing

Bidder shall submit itemized invoices in duplicate to the MCPS Project Coordinator for acceptance of work as being completed and will submit one signed copy to the Division of Controller for payment. **Invoices shall identify pertinent information such as purchase order number, building name, and specific locations within the building where work was performed. The project coordinator will approve and submit the acceptance to the Division for Controller for payment in a timely fashion.**

B. Project Coordinator

1. No changes in contract conditions or specifications will be made without the approval and authorization of the director of the Division of Procurement.
2. After award MCPS Division of Maintenance and Operations will assign a Project Coordinator, who will handle the day-to day operation and installation coordination. Scheduling work on site after an award of contract must be made through the MCPS Project Coordinator.
3. The MCPS Project Coordinator is responsible for:
 - a) Instructing the contractor of the details of work required including the labor and

the material/equipment to be used.

- 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 Division of Procurement;
 - g) Prepare required reports;
 - h) Approve or reject the contractor's maintained record of time and material used for the job. The project coordinator must sign and date these records;
 - i) Inspecting all work performed and authorizing payment upon acceptance;
 - j) Recommend contract modifications or terminations to the Division of Procurement;
 - k) Issue notices to the contractor to proceed with the project after receiving signed change order as required.
4. The MCPS Project Coordinator 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.

C. Quality Assurance

1. The intent of the following specifications is to establish quality standards and experience requirements for the installation of two high and three high, three deep pushback racking systems.
2. The contractor must be regularly engaged in the type of work to be performed as specified herein. The successful contractor shall have bona-fide employees trained and experienced.

D. Material and Workmanship

The work shall be under the general direction of the contractor but subject to the inspection of the Project Coordinator or the authorized MCPS representative who may require the contractor to correct defective materials or workmanship without additional cost to MCPS.

All material and practices which are necessary, or which are normally provided and performed in order to accomplish the desired results, shall be furnished by the contractor as outlined herein and shall conform in strength, quality of material, appearance, and workmanship to that usually provided by the trade.

E. Project Close-Out

1. Initial Installation Punch-out
 - a) The contractor shall notify the MCPS Project Coordinator **in writing** that the work is ready for punch-out inspection. Punch-out shall occur sufficiently in advance of the installation **completion date as specified on the proposal**, to afford the contractor time to rectify punch list corrections. Before calling for a punch-out, all installations shall be completed and all areas shall be clear of construction materials and debris.
 - b) During punch-out, the following individuals shall be present:
 - (1) Authorized representatives of MCPS
 - (2) Contractor
 - c) Upon completion of a punch-out, a written punch list shall be prepared by the contractor and submitted to MCPS within five workdays.
2. **The contractor is entitled to one punch-out inspection and one final inspection for each installation.** Any additional inspections by MCPS staff due to the contractor's failure to complete the punch-out items will result in deductions of costs incurred by MCPS for such inspections from the contractor's final invoice.
3. The contractor shall notify the MCPS Project Coordinator **in writing** for a final inspection once all related punch list items have been 100% completed. All punch-out and final inspections shall be performed well in advance of the completion date to allow for corrections. **Late fees shall accrue until all punch list items are 100% complete.**

F. Changes in The Work

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 have the right to make such changes, additions, omissions, or alterations by written order. An MCPS CHANGE ORDER FORM must be completed and signed by both MCPS 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 shall be subject to reversing said work, or work and/or materials should remain at no cost to MCPS. This shall be solely at MCPS' discretion.
2. 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.

III. DETAILED SPECIFICATIONS

A. Intent

The successful contractor is required to supply all labor, technical support and incidental installation materials not furnished with the security equipment, but required for its installation, included in the hourly labor rate as offered on the quotation form.

B. Scope of service

1. Provide and install a combination of two high and three high, three deep pushback racking
2. The pushback racking system should store the following load range (including the pallet): W 38"-42" x D 36"-48" x H 48"-57", 300 lbs. min.-1000lbs max
3. All currently selective rack needs to be deconstructed and reinstalled per plan to utilize on-hand materials best to accommodate. No new material will need for the selective rack if necessary.
4. On-site inspection, verification of load capacity, measurements, and racking installation accuracy
5. Additional scope of work in order to increase quality and storage efficiency capacity would be accepted.

C. Specifications and requirements

1. The floor plan is attached. The areas that will be use are MCPS STORAGE AREA 4,172sf and LARGE CAGED STORAGE AREA 1354sf
2. 3D picture that illustrate model project that includes the numbers of bay of push back rack, selective racking, and elevation is included as part of this solicitation.
3. The award contractor shall furnish all supplies, equipment, and laborers needed to perform this contract according to all its terms.
4. The hours of operation are from 6.00 am to 4.00 pm the facility will not be available after hours of operation, weekends and holidays. For assistance DMO Call center number 240 740 2300.
5. During the contract period, no change is permitted in any of its conditions and specifications unless the awarded vendor receives written approval from the Division of Procurement or its designee.
6. Vendor must supply to Montgomery County Public School with any/all applicable warranty information, whether express or implied.

7. Montgomery County Public schools may make changes in the general scope of the contract services provided by the vendor by written notice. The supplier shall promptly comply with the notice and shall bring all subsequent services in conformance with the notice.
8. If any such changes cause a material increase or decrease in the vendor's cost of operation or the time required for attainment of required service level, an equitable adjustment in the contract cost or time allotted for the fulfillment of the contract shall be negotiated and the contract modified accordingly. Any change, alteration, or modification of any contract will be valid and binding only if a submittal of a proposal, the vendor hereby agrees to negotiate in good faith.
9. The awarded vendor shall develop and maintain a quality control program and meet the safety requirements that is performed in accordance with established commercial standards, local, state and federal guidelines.
10. At the close of each work period facilities, equipment and material shall be secured, lights, heat and water turned off and all doors and windows secured.
11. To ensure that this contract is performed as per its terms, the contractor shall provide all supplies, equipment, electricians, and laborers needed.
12. Include pushback racking technical description, drawing, project plan and/or timeline, and installation conditions and requirement

QUOTATION FORM

COMPANY NAME: _____

The undersigned, having carefully examined the drawings Scope of Work and Specifications included herein and any amendment thereto; and having visited the site and examined the sketches provided, submits pricing to furnish all labor, materials and equipment necessary to properly complete all the work required for the following location within the timeframe required as specified.

All prices offered shall be all inclusive including, but not limited to removal, disposal, materials, (specified and required and non-specified) delivery overhead, profit, insurance, etc.)

The pushback racking system as indicated in this solicitation complete in all detail for the price of

_____ dollars

\$ _____

Hourly rate is requested in case there is any change order required by MCPS.

Hourly rate technician: _____

Hourly rate helper: _____

Amount of days estimated to complete this project: _____

Montgomery County Public Schools
Division of Maintenance and Operations

CHANGE ORDER FORM

Facility: _____ New Work Additional Work

Location of work to be performed: _____

Description of work to be performed: _____

Start Date: ____/____/____ Completion Date: ____/____/____

Total Cost for Change Order: _____

Notice: Acceptance of this change order does not alter the contract completion date. If this change order has any effect on the contract completion date, additional documentation shall be submitted to MCPS as specified.

(Representative Approval) (Date)

(MCPS Consultant Approval) (Date)

(Authorized Contractor Representative Acceptance) (Date)

(MCPS Contract Officer) (Date)

Regular hours will be 6:00 a.m. to 4:00 p.m., Monday through Friday. The hourly rates must be fully burdened to include any and all costs for overhead, benefits, profits, etc.