

PART B
RFP for Design, Permitting and Construction of Various Plumbing Retrofits and Repairs for WSSC Compliance

PART B

The Montgomery County Public Schools (MCPS) is seeking proposals from licensed plumbing contractors registered with Washington Suburban Sanitary Commission (WSSC) to design, permit, construct, and administer the resolution of WSSC violations at various schools to comply with WSSC regulations for the discharge of fats, oils, and grease into WSSC's sewer system.

The following instructions will establish the acceptable minimum requirements for the format and content of proposals.

Type of Contract

The proposed contract is expected to be awarded as a cost plus contract to perform the tasks described in the RFP.

Separation of Technical and Business Sections

The proposal shall be in two parts: a "Technical Section" and a "Business Section." Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently of, and concurrently with, evaluation of the other.

The "Technical Section" must provide the requested information in Part A to demonstrate the vendor's ability to perform under this contract.

The "Business Section" shall provide pricing and information as indicated below.

Documents To Be Submitted in Response to This RFP

1. "Technical Section" (Due February 17, 2012 – see Part A)

One (1) original and four (4) copies of the "Technical Section".

2. "Business Section" – (to be submitted at the time of the interview)

One (1) original and four (4) copies of the "Business Section".

MCPS reserves the right to make an award without further discussion of the proposals received. MCPS may also negotiate with the one offeror who submits the best proposal or with two or more offerors who are in the competitive range. Therefore, it is important that 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.

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Treatment of Technical Data in Proposals

The proposal submitted in response to this request may contain technical data that the offeror or subcontractor 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 Freedom of 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.

Withdrawal of Proposals

Proposals may be withdrawn by written or telegraphic notice received at any time prior to award. Proposals may be withdrawn in person by an offeror or their authorized representative, provided that their identity is made known and they sign a receipt for the proposal prior to award.

Project Contacts

The MCPS project contacts after award for the proposed procurement are:

Montgomery County Public Schools
Division of Construction
Mr. Seth Adams
(240) 314-1011
Seth_p_adams@mcpsmd.org

All prospective offerors are cautioned that information relating to the proposed procurement may be obtained only from the MCPS Division of Construction prior to award. Any attempt to solicit information from other sources within the MCPS system may be cause for rejection of the responsible offeror's proposal.

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Subcontractors and Suppliers

If an offeror intends to utilize subcontractors for a part of the performance of this contract, they must submit their names at the time of the interview along with their credentials and qualifications stating the role the subcontractor will play in the performance of this contract. MCPS reserves the right of advanced approval for all subcontractors with whom the contractor intends to contract in the performance of this work.

Proposed Subcontractors and scope of work:

The owner reserves the right to request multiple cost proposals for materials and/or services proposed by subcontractors or suppliers.

"BUSINESS SECTION" INSTRUCTIONS

Other Administrative Data

The section shall stipulate that it is predicated upon all the terms and conditions of this RFP. In addition, it shall contain a statement to the effect that it is firm for a period of at least 90 days from the date of receipt by MCPS.

The section shall list the names and telephone numbers of persons authorized to conduct negotiations.

Place of Performance

The work will be performed at MCPS facilities, primarily schools.

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The following rates will be used for calculating labor costs for each project and will include labor burden.

	<u>Rate per hour</u>	<u>Overtime Rate</u>
Engineer	\$ _____	
Draftsman	\$ _____	
Plumber Foreman (inside)	\$ _____	\$ _____
Plumber Foremen (outside)	\$ _____	\$ _____
Plumber	\$ _____	\$ _____
Welder (plumber)	\$ _____	\$ _____
Plumber Apprentice	\$ _____	\$ _____
Laborer	\$ _____	\$ _____
Equipment operator (trencher)	\$ _____	\$ _____

Rental rates for contractor owned equipment

	<u>Daily Rate</u>	<u>Weekly Rate</u>
Backhoe	\$ _____	\$ _____
Bobcat	\$ _____	\$ _____
Trencher	\$ _____	\$ _____
Auger	\$ _____	\$ _____
Welder	\$ _____	\$ _____

Any work that is subcontracted to others will be bound by these labor and equipment rates. These are to be considered maximums, however the subcontractors are to charge the actual rates expended.

Contractor's General Conditions and Fee

The cost of general conditions and fee shall be shown as a percentage to be added on to the cost of the work whether self-performed or subcontracted.

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The contractor's general conditions shall include project management, cost of bonding, insurance, design, engineering, field supervision above the level of working foremen including superintendents, coordination, safety, clean-up, field engineers, accountants, time-keepers, office managers, office supplies, safety equipment and all items incidental to the work including small tools, expendables, dumpsters, personnel vehicles, travel expenditures, and minor consumables.

Proposed percentage of general conditions and fee _____percent

Accounting Records

The contractor shall keep full and detailed records and accounts related to the cost of the work and exercise such controls as may be necessary for proper financial management under this contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the owner. The owner and the owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the contractor's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontract, subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this contract. The contractor shall preserve these records for a period of three years after final payment, or for such longer period as may be required by the law.