

November 13, 2019

301-279-3555

RFQ Number: 4896.1
Due Date: January 16, 2019
Open Time: 2:00 p.m.

To: Prospective Respondents:

The purpose of this Request for Qualifications (RFQ) is to solicit and engage one Energy Service Company (ESCO) to conduct an Investment Grade Audit (IGA) for the building facilities (hereinafter referenced as Project Sites) selected by Montgomery County Public Schools (MCPS). Based on that IGA and feedback from MCPS, the ESCO shall proceed to implement a full range of energy services and energy-related capital improvements (energy conservation measures or ECMs), financed through an Energy Savings Performance Contract (ESPC) at the Project Sites.

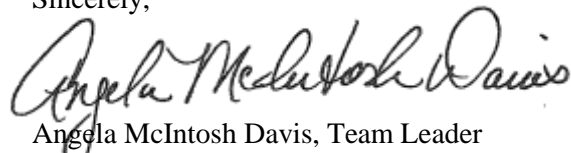
A mandatory pre-qualification conference and site visit will be held on December 17, 2019 from 10:00 – 11:00am at 45 W. Gude Dr., Rockville, MD 20850 in the Pine Conference Room, 3rd Floor. Questions regarding the RFQ must be submitted by the close of business, 4:00 p.m., on December 13, 2019. Responses will be posted on eMaryland Marketplace and on MCPS' Procurement website on December 16, 2019.

Please respond according to the instructions provided in the attached. Submissions must be received on or before 2:00 p.m., on January 16, 2020. Submissions received after this date and time will not be considered. Submittals shall be delivered in a sealed opaque envelope with the RFQ number, opening date and opening time indicated in the lower left corner of the envelope. Submissions shall be delivered to Montgomery County Public Schools Procurement Unit, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850.

The contractor must submit one (1) original, one (1) redacted copy, one (1) electronic version on CD or flash drive and four (4) separate copies of the proposal. The submission must be signed by an official having authority to contract with MCPS. The firm and official's name shall be used. This solicitation does not commit the district to pay any costs incurred in the submission of proposals or guarantee that an award will be made.

In the event of emergency closing of the MCPS Board of Education offices, this RFP will open at the same time on the next regular working day.

Sincerely,


Angela McIntosh Davis, Team Leader
Procurement Unit

AMD
Enclosure

Department of Materials Management
MONTGOMERY COUNTY PUBLIC SCHOOLS
Procurement Unit
45 West Gude Drive, Suite 3100
Rockville, Maryland 20850

Request for Qualifications # 4896.1, Energy Savings Performance

1.0 INTENT

The purpose of this Request for Qualifications (RFQ) is to solicit and engage one Energy Service Company (ESCO) to conduct an Investment Grade Audit (IGA) for the building facilities (hereinafter referenced as Project Sites) selected by Montgomery County Public Schools (MCPS). Based on that IGA and feedback from MCPS, the ESCO shall proceed to implement a full range of energy services and energy-related capital improvements (energy conservation measures or ECMs), financed through an Energy Savings Performance Contract (ESPC) at the Project Sites.

2.0 INTRODUCTION

MCPS, which is operated by the Board of Education of Montgomery County, is the 14th largest school system in the United States, and the largest in the state of Maryland. MCPS currently serves more than 165,000 students from 157 countries speaking approximately 150 languages. With a Fiscal Year (FY) 2019 Operating Budget of approximately \$2.59 billion, MCPS employs more than 23,300 employees. Among the 208 schools that MCPS operates, 37 are National Blue Ribbon schools. Six MCPS high schools rank in the top 200 of The Washington Post 2015 High School Challenge, and all 25 MCPS high schools appear on this list, which only includes the top 11 percent of high schools in the country. MCPS has one of the highest graduation rates among the nation's largest school districts, according to an Education Week report. In 2010, MCPS was the recipient of the Malcolm Baldrige National Quality Award, the highest presidential honor given to American organizations for performance excellence.

Through this RFQ, MCPS is interested in building upon a strong track record of energy conservation work to increase energy efficiency and building performance with the goal of reducing energy usage and demand to:

- Reduce facilities life cycle costs including: maintenance, equipment replacement, energy and water utilities, waste disposal, emergency power outages, etc;
- Improve indoor environmental quality for occupants; and
- Address deferred repair and maintenance projects.

3.0 SCOPE OF SERVICES

3.1 Investment Grade Audit (IGA)

MCPS will select the best-qualified ESCO to conduct an Investment Grade Audit (IGA) for the Project Sites selected by MCPS that will result in a set of ECMs.

The IGA will include:

1. An executive summary;
2. Measures evaluated but not recommended;
3. Proposed project or measure specific baselines;
4. ECM descriptions;
5. Existing conditions;
6. Existing deficiencies;
7. Narrative description of proposed improvements;
8. Scope of work;
9. Equipment manufacturer or type;
10. Energy savings calculations;
11. Commissioning procedure;
12. Environmental impacts;
13. Training required;
14. Operation and maintenance cost savings calculations, if any.

IGA shall also include the following schedules:

15. Equipment to be installed by ESCO;
16. Description of premises
17. Pre-existing equipment inventory;
18. Energy saving guarantee;
19. Compensation to ESCO;
20. Baseline energy consumption and utility rates;
21. Savings measurement & calculation formulae;
22. Methodology to adjust baseline;
23. Construction and installation schedule;
24. Systems start-up and commissioning;
25. Standards of comfort;
26. ESCO's maintenance responsibilities;
27. Agency's maintenance responsibilities;
28. Facility maintenance checklist;
29. ESCO's training responsibilities;
30. Financing schedule;
31. Proposed final project cost & proposed final project cash flow analysis;
32. Estimated pre- and post-retrofit Energy Star ratings for facilities;
33. Proof of performance and payment bonding capability; and
34. Equipment warranties.

The ECMs and related services identified in the IGA may include but are not limited to an investment grade audit; the design, acquisition, installation, modification, maintenance and operation of existing and new equipment; and the training of MCPS's personnel. These improvements are intended to reduce energy consumption and related costs associated with the heating, ventilation and air conditioning systems; lighting systems; building envelope; hot water systems; water consumption; sewage costs; and other energy using devices. The ECMs and services will also look for savings which may not reduce consumption but are aimed at cost savings such as fuel switching; demand reductions; on-site generation; electrical sub-metering; and automated utility bill auditing, utility rate changes and distribution upgrades. ECMs must result in guaranteed minimum energy savings. The ESCO will be eligible for payments based on those guaranteed minimum energy savings, linked to actual documented energy and cost reductions. Any stipulated energy and/or operational cost savings that may be attributed to this project will be rigorously reviewed and, if agreed to by MCPS, will be limited to those that can be thoroughly documented and verified by the ESCO and approved by MCPS. Reductions in operations and maintenance costs will require the definition and quantification of baseline costs from documented operations and maintenance cost records.

3.2 Energy Savings Performance Contract

MCPS shall have the option to negotiate an energy savings performance contract (ESPC) with the selected ESCO that performed the IGA. If MCPS decides not to enter into an ESPC with the selected ESCO after the IGA has been accepted, MCPS agrees to pay the fee indicated for the completed IGA report as set forth in the executed consultant services agreement.

The savings achieved by the ECMs specified in the ESPC must be sufficient to cover all project costs including service maintenance costs and monitoring fees on an annual basis for the duration of the ESPC. The ESPC must provide that the savings in any year are guaranteed to the extent necessary to make payments under the ESPC during that year. The ESCO will be required to guarantee energy and cost savings on an annual basis. No credit for the achievement of savings above and beyond the annual guarantee will be credited to satisfy performance guarantees in future years of the ESPC. Annual reconciliation of the achieved savings will be required.

3.3 Technical Approach

As part of offerors' response to the RFQ, they will be expected to: (a) describe the methods they expect to use to compute baseline energy use for this project; (b) describe any computerized modeling programs used by the ESCO to establish baseline consumption; (c) describe factors that would necessitate a baseline adjustment; (d) describe the methods the ESCO will use to adjust the guaranteed level of savings from any material changes that occur due to such factors as weather, occupancy, facility use changes, etc.; (e) summarize procedures and methodologies, including any special metering or equipment the ESCO will use to measure and calculate energy savings for this project; (f) indicate how the ESCO identifies, documents, and measures operational cost savings opportunities; (f) describe the

ESCO's proposed approach to the treatment of savings achieved and how those savings will be documented and verified.

3.4 Project Management Approach

The Offeror's response to this RFQ should provide an overview of the ESCO's approach to project management, which will: (a) describe how the ESCO would work with current building management and maintenance personnel in order to coordinate construction and avoid conflicts with the building's operation and use; (b) describe the ESCO's proposed approach to providing technical training for facility personnel; (c) indicate the type and frequency of training that may be provided for the duration of the contract; (d) indicate how the ESCO will address any turnover of key facility personnel as it relates to project performance; (e) describe any major changes in operations or maintenance that may occur as a result of implementing an ESCP; (f) address how the ESCO would approach the role of MCPS's personnel in performing maintenance on any new and existing equipment; and (g) describe the ESCP's approach to project commissioning.

3.5 Financial Overview

The Offeror's response to the RFQ should provide a financial overview of the ESCO's operations, which will: (a) provide financial information, which must include the most recent Annual Report and audited Financial Statement; (b) enclose banking references including financial institution, address, contact person, telephone number, and specific information on the ESCO's credit that may be used to fund construction for large scale projects; (c) enclose bonding references including name and contact information of bonding agent; (d) describe company's approach to arranging financing for this project, if requested by the District. If desired, the Offeror also may include any other financial documents that the Offeror wishes to include regarding the Offeror's financial condition.

3.6 Supporting Documents

The Offeror's response to the RFQ should include any supporting documents that the ESCO deems appropriate which demonstrate the ESCO's experience and qualifications, technical approach, project management approach, and financial standing

4.0 CONTRACT TERM

4.1 IGA Stage

The initial term of contract shall be for one year as stipulated in the RFQ. However, the contract may not begin until one day after approval by the Montgomery County Board of Education and will conclude as stated under the contract term. MCPS reserves the right to extend this contract at existing prices, terms, and conditions for up to three (3) additional terms for one (1) year each. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful vendor 90 days prior to the expiration of the original contract. The vendor shall have ten (10) days from the date of notification to return the notice acknowledging its intent to accept or reject the extension.

Once all responses are evaluated, MCPS staff may make a recommendation to the Board to extend the contract or decide to rebid. If the contract is extended by the Board, a contract amendment will be issued.

4.2 ESPC Stage (Anticipated)

The project must result in an ESPC that includes a minimum annual energy and operational savings guarantee, as well as defined levels of occupant comfort; and maintenance, monitoring, training, or other services. The goal of this project is to achieve savings sufficient to cover all project costs including lease or installment payments and fees for maintenance, monitoring, and training and other services, on an annual basis, for the duration of the contract term.

No ESPC shall exceed twenty (20) years. The duration of the ESPC will be mutually determined between the ESCO and MCPS subject to appropriations from MCPS' funding authorities, final project scope, and financial factors.

Detailed financial projections of project benefits are dependent upon the scope of technical measures finally selected and installed. It is premature to place a major emphasis on projected financial benefits prior to the completion of the IGA and negotiation of the final project scope and structure. If an acceptable ESPC cannot be negotiated within sixty (60) days from the date of acceptance of the IGA, MCPS reserves the right to initiate negotiations with other ESCOs that respond to the RFQ or pursue other options. MCPS may elect to accomplish the work in one or more phases by entering into one or more ESPCs based on the recommendations of the ESCO or determination by MCPS that it is in the District's best interest to do so.

5.0 CONTRACT TERMINATION

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

6.0 REFERENCES

All Offerors shall include a list of ten (10) references that have used the Offeror's services for executed work in excess of \$1,000,000 and that can attest to their quality of work. If possible, the references shall include school districts of comparable size to MCPS that have utilized the Offeror's services. References based upon employment of any individual with a previous ESCO or company, or those of potential subcontractors, may not be included. For all references, the Offeror shall include in its response the name of the client, contact person, email address, and phone number s. Also, as an attachment, Offerors shall include a list of all current school district clients.

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

7.0 FORMAT OF RESPONSE

- 7.1 Responses to this RFQ shall be submitted in the same order as the RFQ and provide an individual response to each RFQ specification.
- 7.2 Contractors shall include any and all statements and representations made within its submission in the contract for services with the MCPS. This includes, but is not limited to, the vendors' point-by-point response to this RFQ. If the vendor responds only "Understand and comply," it is assumed that the vendor complies with MCPS' understanding of the requirement.
- 7.3 MCPS shall not be responsible nor be liable for any costs incurred by the vendor in the preparation and submission of their proposals and pricing.

8.0 MANDATORY SUBMISSIONS

Each offeror must provide a complete submission including all required information and attachments. The response shall address each paragraph in the same order as the RFQ and provide an individual response to each RFQ specification. All submissions must be presented using the same numbering sequence and order used in this RFQ document or as otherwise specified by MCPS. Contractors may request via e-mail to Mrs. Angela McIntosh Davis, Team Leader, MCPS Procurement Unit, at angela_s_mcintosh-davis@mcpsmd.org, a Microsoft Word version to help them in preparing the response.

One (1) original and five (5) copies, as well as one (1) electronic version on CD or flash drive of the response, and one (1) redacted copy, as well as one (1) electronic version on CD or flash drive of the redacted response must be sent by mail, courier, or hand-delivery to the address below. Responses shall be in binders with tabs identifying each section. A table of contents should be included and all pages numbered as referenced in the Table of Contents. **No faxes or electronic submission of proposals will be accepted.** Proposals are to be received no later than **2:00 p.m. on January 16, 2019**. Submit responses of the entire RFQ submission to:

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

Submissions will become the property of MCPS.

The submission 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 submissions received. MCPS also may

negotiate with the one Offeror who submits the best submission or with two or more Offerors who are in the competitive range. Therefore, it is important that the Offeror's response be submitted initially on the most favorable terms from both the technical and cost standpoints. After the submission and closure of all responses, no information will be released until after the award. It is understood that the Offeror's submission will become a part of the official file on this matter without obligation to MCPS.

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

Offerors must include any and all statements and representations made within its submission in the contract for services with MCPS unless otherwise agreed upon by MCPS and the Offeror during negotiations. This includes, but is not limited to, the vendor's point-by-point response to this RFQ.

MCPS shall not be responsible or liable for any costs incurred by the contractor in the preparation of their submission.

Complete Response must include:

Failure to include the following required information may render the submission non-responsive as determined by the director of the Department of Materials Management.

- Cover letter identifying the ESCO, responsible parties and any alternative names (e.g. doing business or DBA). Clearly indicate contact information.
- Executive Summary (no more than 4 pages) summarizing the scope of services offered by the ESCO (design, financial, operations, maintenance, training, etc.) for this project including added value of the Offeror's services.
- Point-by-point Response to each section of the RFQ, including detailed responses to Sections 3.3, 3.4, 3.5, and 3.6 above, as well as high-level ECM recommendations and cost/saving estimates for the two (2) school sample Project Sites that will be included in the mandatory site visits as specified in Section 11 below.
- Experience and Qualifications (no more than 3 pages).
 - Provide the ESCO name and address and the names and titles of two primary customer service representatives. Provide the number of years at the ESCO has been in business and parent company information, if any.
 - Provide demonstration of accreditation as an ESCO or an Energy Service Provider (ESP) from the National Association of Energy Services Companies (NAESCO), along with any other relevant technical qualifications.
 - Confirm that the ESCO is not currently under suspension or debarment by any government entity, and that it does not owe any back taxes. The response must describe any pending lawsuits against the ESCO.

- Include resumes and key responsibilities of all ESCO personnel who will be directly involved in this project, if selected.
 - Provide a minimum of ten (10) references. See Section 6.0 References.
-
- Equal Opportunities Certification (Attachment A)
 - Certification of Non-segregated Facilities (Attachment B)
 - Minority Business Enterprise (Attachment C)
 - Non-Debarment Acknowledgement (Attachment D)
 - Mid-Atlantic Purchasing Team Rider Clause (Attachment E)
 - Current Form W-9
 - A redacted copy of the Respondent's submission as specified in Sections 9.0 and 10.0.

It is the intention to award to the most favorable respondent(s) based on the evaluation criteria in Section 11.0. However, the Board reserves the right to make awards according to the best interest of MCPS. This request for qualifications may result in multiple awards for different components of the scope of services.

In determining the qualifications of an Offeror, MCPS will consider the Offeror's record and performance of any prior contracts with MCPS, federal departments or agencies, or other public bodies, including but not limited to the contractor's record providing such detailed programs/services as described in Section 3.0 to MCPS or other schools or school districts. MCPS expressly reserves the right to reject the proposal of any Offeror if the investigation discloses that the Offeror, in the opinion of MCPS, has not properly performed such prior contracts or has habitually and without just cause neglected the payment of bills or has otherwise disregarded its obligations to subcontractors or employees.

MCPS may conduct any necessary investigation to determine the ability of the Offeror to perform the work, and the contractor shall furnish to MCPS all such information and data requested, such as information about its reputation, past performance, business and financial capability and other factors that demonstrate that the provider is capable of satisfying MCPS' needs and requirements for a specific contract. MCPS reserves the right to reject any submission if the evidence submitted by the contractor or investigation of such contractor fails to satisfy MCPS that such Offeror is properly qualified to carry out the obligations of the contract and to complete all requirements contemplated therein. Consideration will be given to any previous performance with MCPS as to the quality and the acceptability of bidder's services.

All Offerors submitting a proposal shall include evidence that they maintain a permanent place of business. Copies of any appropriate licenses necessary to perform this work shall be submitted. Offerors also shall demonstrate that they have adequate staff to perform the required services. Use of subcontractor(s) and/or third party providers, if any, must be specifically identified within the submission. Subcontractor and/or third party provider roles shall be clearly expressed. MCPS reserves the right to accept or reject use of proposed subcontractor(s) and/or third party provider(s).

MCPS reserves the right to add or delete vendors, as needed, should our requirements change during the contract term.

9.0 TREATMENT OF TECHNICAL DATA IN PROPOSAL

The submission in response to this request may contain technical data which the contractor does not want used or disclosed for any purpose other than evaluation of the submission. 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 contractor marks the cover sheet of the submission with the following legend, specifying the pages of the submission which are to be restricted in accordance with the conditions of the legend: “Technical data contained in pages ____ of this submission shall not be used or disclosed, except for evaluation purposes.”

Provided, that if a contract is awarded to this contractor as a result of or in connection with the submission, 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 12.0.

10.0 PROPRIETARY AND CONFIDENTIAL INFORMATION

Contractors 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 contractor in response to this or any solicitation issued by MCPS. However, MCPS will exempt information that is confidential commercial or financial information of a contractor, as defined by the Maryland Public Information Act, State Government Article, Section 10-617, from disclosure. It is the responsibility of the contractor to clearly identify each part of its submission 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 contractor agrees that any portion of the submission that is not stamped as proprietary or confidential is not proprietary or confidential. As a condition for MCPS keeping the information confidential, the contractor must agree to defend and hold MCPS harmless if any information is inadvertently released. Each contractor must submit a proprietary and confidential redacted copy of its submission to be used in responding to MPIA requests.

BUILDING NAME: SPRINGBROOK HIGH SCHOOL				
ECM NO.	ECM DESCRIPTION	ESTIMATED INSTALLED COST	ESTIMATED ENERGY SAVINGS	ESTIMATED OPERATIONAL SAVINGS

MCPS reserves the right to ask clarifying questions about submitted proposals. Contractors also may ask questions that they may have related to this RFQ prior to submitting their responses. See Section 12.0, Schedule of Events, and Section 13.0, Inquiries. Only proposals received by the deadline will be considered. Proposals will be screened down to a number of finalists.

Interviews. MCPS intends to conduct oral interviews and/or convene a meeting with the top qualified Offeror(s) prior to awarding a contract. The purpose of the interview and/or 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 interview and/or 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, Offerors should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when requested.

Proposals meeting all requisite criteria will be evaluated. Those who do not meet requisite criteria will not be evaluated further.

The determination of those Offerors that are qualified, interested, and available, and MCPS's choice of the best qualified will be based on the following criteria:

Qualifications and Project Experience

- Qualifications and experience of ESCO's personnel with guaranteed energy savings contracts on projects similar to MCPS's project.
- Reliability of equipment performance on past projects.
- Documented energy savings on past projects similar to MCPS's project.
- Quality and completeness of past project documentation.
- Quality of client references.

Project Management

- Clear assignment of responsibility for various project tasks to specific individuals.
- Ability to effectively manage project construction and complete the project on schedule and within budget.
- Quality of approach to operations and maintenance.
- Quality of monitoring, measurement, and verification services, and reporting on past projects.
- Clarity, organization, and level of detail in written proposal.
- Quality of communication skills of the ESCO's representatives at the oral interview.
- Quality of maintenance on past projects.

Technical Approach

- Quality of technical approach, including methods of analysis and understanding of existing building systems and conditions.
- Quality of approach to project commissioning.
- Quality of sample investment grade audit for project similar to MCPS's project.
- Quality of baseline energy calculations and methodology for handling modifications/changes to the baseline.
- Quality of proposed training for facility staff.
- Quality of approach to savings measurement and verification.
- Quality of MCPS's savings reports for similar clients to MCPS.
- Quality and feasibility of proposed preliminary technical measures.

Financial Approach

- Financial soundness and stability of ESCO.
- Capability to develop projects which qualify for attractive financing terms.
- Reasonableness of investment grade audit costs.
- Reasonableness of Preliminary Project Costs and Cash Flow Analysis.
- Cost of annual fees for measurement and verification of savings.

Innovation

- Quality of proposed innovative ECMs.
- Quality of benefits from innovative ECMs.
- Ability to implement innovative ECMs.

A selection committee comprised of MCPS staff and potentially outside stakeholders will evaluate proposals based on these criteria. ESCOs that fail to meet minimum requirements will not be considered for an award. MCPS reserves the right to reject any or all submissions and to waive informalities and minor irregularities in submissions received, and to accept any submissions if deemed in the best interest of MCPS to do so.

12.0 SCHEDULE OF EVENTS

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

RFQ issued:	November 13, 2019
Questions Due:	December 13, 2019 by 4:00pm
Mandatory Pre-Qualification Conference and Site Visits:	December 17, 2019 at 10:00am
Proposals Due:	January 16, 2020 by 2:00pm
Potential Interviews:	Week of February 3, 2020

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

13.0 INQUIRIES

Inquiries regarding this solicitation must be submitted in writing to Angela McIntosh Davis, Team Leader, MCPS Procurement Unit, 45 W. Gude Drive, Suite 3100, Rockville, MD 20850, via fax at 301-279-3173 or email to angela_s_mcintosh-davis@mcpsmd.org. **Questions are due 4:00 p.m. on December 13, 2019**, so that responses can be prepared for distribution at the pre-qualification conference. Responses will be posted on eMaryland Marketplace Advantage and on MCPS' Procurement website on December 16, 2019. 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 a contractor in response to a request will be furnished to all contractors 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 contractor's. Only such addenda/errata, when issued by MCPS, will be considered binding on MCPS.

Unless pre-approved by Angela McIntosh Davis, Team Leader, MCPS Procurement Unit,, 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 may result in non-consideration of its RFQ response. The MCPS Procurement website address is www.montgomeryschoolsmd.org/departments/procurement/.

15.0 ADDENDA/ERRATA

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the contractor's responsibility to check the MCPS website under "Event Calendar" <https://www.montgomeryschoolsmd.org/calendar/mcpsbids.aspx> or contact the Procurement Unit at 301-279-3555 to verify whether addenda/errata have been issued.

In the event that MCPS issues addenda/errata, all terms and conditions will remain in effect unless they are specifically and explicitly changed by the addenda/errata. Contractors must acknowledge receipt of such addenda/errata by returning one signed copy of each of the addenda/errata with its proposal. Failure to provide the signed acknowledgement of the addenda/errata may result in a bid being deemed non-responsive.

16.0 eMARYLAND MARKETPLACE ADVANTAGE (EMMA)

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://procurement.maryland.gov> regardless of the award outcome for this procurement as it is a valuable resource for upcoming bid notifications for municipalities throughout Maryland.

17.0 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 contractor(s) and this contract shall be binding only upon the **principal's signing** such an agreement. Invoices shall be submitted "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award contractor. MCPS assumes no authority, liability, or obligation on behalf of any other public or nonpublic entity that may use any contract resulting from this bid. MCPS pricing is based on the specifications provided in this solicitation.

18.0 UNNECESSARILY ELABORATE BROCHURES

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the contractor's lack of cost consciousness. Elaborate art work and expensive visual and other presentation aids are neither necessary nor wanted.

19.0 BID PROTESTS

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

20.0 CONTRACT

MCPS plans to enter a contractual agreement with Respondent(s) to whom the award is made and intends to make MCPS General Contract Articles, attached hereto and incorporated herein as Appendix A, part of the contractual agreement, except and unless modified by MCPS. Proposals must clearly identify any variances from or objections to the specifications in this RFQ and the terms and conditions of the MCPS General Contract Articles. Lacking any response to the contrary, MCPS will infer that the Respondent agrees to the specifications of this RFQ and each term and condition of the MCPS General Contract Articles. Respondents should note that any variance may provide a basis for MCPS to reject the proposal. **In particular, the provisions set forth in Articles 5-6, 12-18, 21-22, and 26 of the MCPS General Contract Articles are non-negotiable.**

21.0 NOTICE TO BIDDERS

The appropriate items below must be completed as part of the RFQ. Failure to comply may disqualify your bid.

(See Next Page)

Type or print legibly in ink.

I. BIDDER INFORMATION:

As appropriate, check and/or complete one of the items below.

1. Legal name (as shown on your income tax return) _____
2. Business Name (if different from above) _____
3. Tax Identification Number _____

A copy of your W-9 must be submitted with this bid response.

II. BIDDER'S CONTACT INFORMATION: This will be filed as your permanent contact information.

1. Company Name _____
2. Address _____
3. Bid Representative's Name _____
4. Phone Number/Extension _____
5. Fax Number _____
6. Toll Free Number _____
7. Email Address _____
8. Website _____

III. VENDOR'S CERTIFICATION:

Upon notification of award, this document in its entirety is the awarded vendor's contract with MCPS. By signing below, the undersigned acknowledges that he/she is entering into a contract with MCPS.

- A. The undersigned proposes to furnish and deliver supplies, equipment, or services, in accordance with specifications and stipulations contained herein, and at the prices quoted. This certifies that this bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same supplies, materials, or equipment, and is in all respects fair and without collusion or fraud.
- B. I hereby certify that I am authorized to sign for the bidder and that all statements, representations, and information provided in this response to the Request for Qualifications, including but not limited to the Non-Debarment Acknowledgement, are accurate.

By (Signature) _____

Name and Title _____

Witness Name and Title _____