

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

**Request for Proposal No. 7141.5, Telecommunications and Network
Wiring Installation and Integration, and Broadband Cable Network
and Installation of Internal and External IP Surveillance Cameras**

1.0 INTENT

The purpose of this Request For Proposal (RFP) is to prequalify contractors for telecommunications and network wiring projects, broadband cable network projects, and installation of internal and external IP surveillance cameras throughout Montgomery County Public School (MCPS). As the needs arise throughout the contract term, prequalified contractors will be sent bids for various projects. Projects are estimated to range in value from \$2,000 to \$200,000 per school during the initial term of the contract.

2.0 BACKGROUND

Montgomery County Public School (MCPS) is the 14th largest school system in the United States, and the largest in the state of Maryland. During the 2020-2021 school year, MCPS served more than 160,000 students. With a Fiscal Year (FY) 2021 Operating Budget of approximately \$2.76 billion, MCPS employs more than 24,000 employees. Among the 209 schools that MCPS operates, 39 are National Blue-Ribbon schools. Six MCPS high schools rank in the top 200 of *The Washington Post's* 2021 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. The student demographics of MCPS in 2020–2021 were as follows:

- White: 25.8%
- Hispanic/Latino: 32.7%
- Black or African American: 21.7%
- Asian: 14.2%
- Two or more races: ≤ 5.0%
- American Indian or Alaskan Native: ≤5.0%
- Native Hawaiian or other Pacific Islander: ≤5.0%
- Students receiving Free and Reduced-price Meals System (FARMS): 38.7%
- Students ever receiving FARMS: 46.0%
- English for Speakers of Other Languages (ESOL): 16.4%
- Students receiving special education services: 12.5%

3.0 REQUIREMENTS

Contractors performing work under this contract shall hold the required licenses necessary to perform the work described. All work shall be performed according to the applicable County, State and Federal guidelines and laws. If required, the successful contractor shall be responsible for obtaining and paying for all required permits prior to commencing work. The contractor shall pull all permits and deliver to the MCPS Project Officer prior to starting the project. Upon completion of all work, the contractor shall be responsible for obtaining all certificates of inspections required and deliver to the MCPS Project Officer. Final payment shall not be made until all required permit certificates and related documentation have been received and the MCPS Project Officer has approved the work performed.

MCPS recommends that the bidders examine each project site, prior to submitting a bid, and observe the conditions under which the work will be done and other circumstances that may affect the work prior to submitting a response. It will be assumed by MCPS that site examination has taken place upon receipt of a proposal. No allowance shall be made for errors or omissions for failure to examine the site.

With each purchase order/delivery order issued under this contract, the successful contractor shall be required to provide an Acceptance Test Plan (ATP). Once installation is complete, testing and acceptance, as appropriate, will be accomplished in accordance with the ATP. Successful contractors shall also be required to provide a weekly progress report to the MCPS Project Officer each Friday morning by 9:00 a.m. Successful contractors shall be required to schedule, track, and report progress during the life of the project. Contractors may provide these requirements with the use of program management and scheduling tools, work progress algorithms, and/or milestone charts. Bidders shall provide a sample progress report that itemizes activities accomplished, activities planned and any problems that have occurred or are anticipated with their bid proposal.

Overtime Procedure - If the contractor and/or its subcontractors choose to work overtime for any reason, the contractor shall be responsible for any associated costs, including overtime pay for MCPS Building Service Personnel, as required. All overtime work must be preapproved and be requested in writing to the MCPS Project Officer at least 24 hours in advance. The request must identify the dates and times the contractor proposes to work. MCPS reserves the right to request reimbursement to the Building Service Personnel if the contractor cancels overtime work once scheduled.

State funded project compliance requirements - Projects that involve State funding shall require the contractor to complete and submit to the Procurement Unit the Contractor's Certification of Receipt of Payment. The form will be included in the individual project bids. After award of a contract, the successful contractor will be informed of the actual dollar amount being funded by the State exceeding the amount of the state funding, and shall have 10 calendar days in which to submit to the Procurement Unit. Further payments shall not be made until this form has been submitted.

Contract Security

All bids for the individual projects shall require bid security. Any awards shall require a performance bond and labor and materials payment. Requirements shall be indicated in the general conditions and specifications of each bid. Failure to supply the contract securities as specified will deem your bid non-responsive. Security may be in the form of a Certified Cashier's, Bank Treasurer's Check or

Bonds. The bonding firm must be licensed to do business in the State of Maryland. The cost of the contract security requirements shall be borne by the bidders.

Bid Security for the individual projects shall be returned to all, except the three lowest bidders. Notification shall be sent to contractors indicating the successful contractor. The successful contractor shall have five business days to return the required performance bond. After the award has been made, if the awarded contractor withdraws their bid or fails to deliver the performance bond within the required time, the Bid Security shall be forfeited to MCPS. MCPS reserves the right to reject the apparent low bid and to consider the next lowest responsive bidder as the successful contractor

Insurance

Upon award of the individual projects, the successful contractors shall submit an actual certificate of insurance made in favor of Montgomery County Board of Education within five workdays after notification of award. The Board of Education shall also be named as an additional insured on all liability policies. The successful contractor shall notify the Procurement Unit, in writing, 60 days prior to cancellation or material change in any of the policies. Failure to supply this requirement within the time frame specified shall be considered in default of the contract, and the next lowest contractor shall be considered

Sub-Contractors

The use of subcontractors shall not be permitted without written authorization by the MCPS Project Officer. The contractor shall submit the request to the MCPS Project Officer and supply a complete list of all subcontractors and the cost of their work for evaluation by MCPS. This list must be submitted to the MCPS Project Officer within two workdays after the request is made. Failure to follow these guidelines shall be cause for termination of the contract.

MCPS reserves the right to require subcontractors to furnish proof of their qualifications and financial stability to perform work under this contract. MCPS acceptance of the subcontractor in no way relieves the contractor from responsibility for the total and complete performance of the work for the project; i.e., failure of the subcontractor to satisfactorily perform the work in a timely fashion is the contractor's responsibility and not MCPS.

Asbestos Removal

MCPS shall be responsible for all asbestos removal. The contractor shall schedule through the MCPS Project Officer any asbestos abatement work that may be required. Asbestos removal will be completed under the MCPS asbestos removal contract. Contractors awarded under this contract shall not be permitted to perform any asbestos work.

The contractor and/or previously-approved sub-contractor shall meet with the the MCPS Project Officer prior to the start of any installation work to determine the scheduling requirements for the removal and replacement of asbestos ceiling and floor tiles. No work shall commence in the building until all asbestos issues have been coordinated and work has been approved by the MCPS Project Officer.

Installation of wire mold runs in corridors and service areas which will cause only minor disruption of corridor traffic circulation may be installed at any time, once approved by the MCPS Project

Officer. However, installation of conduit from wire mold to the ceiling space of asbestos ceiling tile areas will be performed under the MCPS asbestos removal contract.

It is anticipated that room outlets, conduit sleeves from corridors and runs within rooms may be installed on a room-by-room basis at any time after the approval of the MCPS Project Officer and its engineer. However, the installation of conduit from outlets to the ceiling space of asbestos ceiling tile areas shall be performed under the MCPS asbestos removal contract or by the MCPS Division of Maintenance.

Installation of cabling runs in corridors and service areas which will cause only minor disruption to corridor traffic circulation may be installed at any time after the approval of the MCPS Project Officer. However, the installation of cabling from wire mold to the ceiling space of asbestos ceiling tile areas shall be performed under the MCPS asbestos removal contract or by the MCPS Division of Maintenance.

It is anticipated that cabling runs from the corridor to the room outlet may be installed on a room-by-room basis at any time after the approval of the MCPS Project Officer. However the installation of cabling from outlets to the ceiling space of asbestos ceiling tile areas shall be performed under the MCPS asbestos removal contract or by the MCPS Division of Maintenance.

Minority Business Enterprise in Public Schools

Minority business enterprises are encouraged to respond to this RFP. Refer to the document, Minority Business Enterprise Procedures, October 1, 2017, included with this bid (Appendix B).

The contractor or suppliers who provide materials, supplies, equipment and/or service for this project shall attempt to achieve a minimum of 25% of the total dollar value with a minimum of 7% from certified African American-owned business, a minimum of 10% from certified women-owned business and the balance from certified minority business enterprises

The contractor shall have performed their preliminary research to identify minority business participation prior to submitting their bid. The apparent low bidder shall submit minority business enterprise material and supporting data within five workdays after notification that the firm is apparent low bidder. Failure to supply as specified will disqualify your bid proposal.

The contractor shall be required to complete and submit to MCPS all necessary forms within the specified five work days after notification of award and assist MCPS in obtaining funding from the State of Maryland.

As State funding may be involved or is involved in this contract or various projects in this contract, the contractor shall attempt to meet the various categories, percentages of minority business participation by using minority businesses certified as such by the State of Maryland.

The Certified Minority Business Enterprise Utilization and Fair Solicitation Affidavit (Attachment A in the MBE packet)) must be completed and submitted with the bid proposal on the individual projects. Failure to do so may result in disqualification of bid proposal.

3.1 PRIOR EXPERIENCE

THE CONTRACTOR SHALL PROVIDE a detailed description of successful past performance on a minimum of three (3) prior projects similar in size and scope involving wiring installations, switch, hub/concentrator integration, and LAN design work. When describing its experiences, the contractor shall identify other projects that are similar in environment, scope, and size in which these services are provided. Contractors shall specify whether they were prime contractor or a subcontractor.

3.2 WIRING INSTALLATION

THE CONTRACTOR SHALL PROVIDE evidence of its ability to perform building-wide wiring installations of Category 6, 10/100/1000/10000-Base-T unshielded twisted pair (UTP) cabling and 62.5/125 and 50/125pm multimode optical fiber cabling. The description shall include wiring closet installations, wiring types and routes and supporting electrical installations, if any.

Ethernet Switch Integration

The contractor shall relate relevant experience involving ethernet switch integration with the cabling system. Contractors may be asked to procure, install, integrate, and a test a complete building-wide LAN infrastructure.

LAN Design

The contractor shall describe relevant experiences designing LANs involving ethernet (star) topologies wired for Gig Base-T and multimode fiber cabling.

Installation Capabilities

1. The contractor shall demonstrate its ability to perform wiring installation services for large single-building school sites averaging 800 nodes each. The contractor shall provide this evidence by relating past experiences on projects of similar size and scope or providing experience of staff to be made available for design and installation. Key members of the installation/integration team shall be identified by name with a description of their qualifications and relevant experience. Key staff members include a project manager, designer, and/or integration engineer.
2. The contractor shall specify whether it can provide services during periods outside of normal business hours to include evenings and weekends. MCPS anticipates that work will usually occur during normal business hours. However, some projects, to be determined on a case-by-case basis, may require the contractor to perform work other than during normal business hours.
3. The contractor may be asked to provide installation services for multiple school sites concurrently. The contractor must provide an estimate of the number of site installations it can support at one time. For reference, a typical high school averages 1000 network outlets.
4. Since contractors may be tasked with LAN system integration, there may be some electrical wiring required within supporting areas such as wiring closets. Potential contractors shall demonstrate their ability to perform such work in conformance with the National Electrical Code (NEC), Applicable Codes of Montgomery County, Maryland, Underwriter's Laboratories, and the National Fire Protection Association, and to provide services of licensed electricians.

5. Contractors shall state the terms and conditions under which a system level warranty would be provided to MCPS, given that the contractor has full design, installation, integration, and test responsibility for the physical LAN infrastructure and hubs/concentrators. The warranty shall be for a two (2) year period from the completion of installation, as accepted by the designated MCPS project officer.
6. MCPS recommends that the contractor examine the site and observe the conditions under which the work will be done and other circumstances which may affect the work prior to submitting its bid. No allowance shall be made for errors in omissions once the bid is submitted for failure to examine the site. Issues concerning asbestos, if applicable, are handled by approved MCPS contractors. A contact person for MCPS shall be provided upon award.
7. With each purchase order/delivery order issued under this contract, the Contractor will be required to provide an Acceptance Test Plan (ATP). Once installation is complete, testing and acceptance, as appropriate will be accomplished in accordance with the ATP.

3.3 DESIGN CAPABILITIES

THE CONTRACTOR SHALL PROVIDE a design approach to be included in the RFP response, based on an artificial scenario described in Section 3.4 Design Scenario, as an evaluation of a contractor's ability to provide design services. This scenario depicts a typical school wiring installation. the contractor shall provide a CAD-created wiring layout of its proposed solution not only to present its design capabilities but to provide accurate and understandable "as-built" diagrams.

Given the number of computer network outlets, the proposed solution to the scenario shall include locations and quantities of wiring closets, wiring, racks, patch panels, wire management trays, fiber boxes, power strips, patch cables, and termination blocks. Candidate wiring closets are specified in the drawings in Attachment E. In addition, the contractor shall propose a Local Area Networking topology including backbone design, quantities and locations of concentrators/hubs/switches, 10/100 switches, computer system modular patch panels, and recommended spare hub ports and chassis slots.

The contractor is not required to provide supporting costs for this design scenario but should offer a practical design with efficient use of space, materials and equipment.

3.4 DESIGN SCENARIO

A typical high school requires wiring and integration of an internal 10/100/1000/10000 Base-T Ethernet computer network to include all racks, cabling, hubs, 10/100/1,000/10,000 switch and support equipment. The contractor shall propose a hypothetical design as well as the steps it would take to install, integrate, and test the cabling infrastructure and supporting hubs and other equipment. The design shall include a configuration for the equipment layout in each distribution closet. The layout shall consider future growth in the number of patch panel terminations by 10/100/1000 percent. The design, including quantity of switches, shall provide for 100% activation of the 10/100/1000 Base-T outlets installed. Fiber outlets shall be 100% terminated to the patch panel only. No fiber outlets are to be made active in this scenario.

There are a total of 99 classrooms, 8 computer rooms, 6 conference rooms, and seven (7) offices on three (3) floors. The contractor shall propose the quantity and location of wiring closets based on their potential locations shown on the drawings. One of the ground floor wiring closets shall be used as the

Main Distribution Frame (MDF), with other closets to be used as Intermediate Distribution Frames (IDFs). The existing wiring environment from the Demarcation point to the MDF consists of the following:

High Schools - 50 Pr.
 Middle Schools – 25 Pr.
 Elementary Schools –25 Pr.

The network shall include vertical and horizontal ("backbone") channels implemented with fiber optic cable. Assume that adequate power is provided to each distribution closet, and that Wide Area Network (WAN) services will be provided by a router located at the MDF.

Unshielded Twisted Pair (UTP) cabling

The twisted pair cable shall be 4 pair, Category 6, Unshielded Twisted Pair (UTP) cable meeting or exceeding UL 444, UL 910, UL 1666, ISO/IEC 11801-1995, ANSI/EIA/TIA 568-B.2-1, and TSB 36 standards.

The following specifications apply:

Conductor	23 AWG, solid, annealed bare Copper
Impedance	100 ohm +/- 15 @ 1-100 MHz: 100 +/- 22 ohms @ 100-250 MHz: 100 +/- 32 ohms @ 250-550 MHz.
Max DC Resistance	30.8 ohms per 1000 ft
ETL or UL verified	
Plenum rated (if required)	

Maximum attenuation (dB per 100m) @ 20 Degrees C as follows:

<u>Frequency</u>	<u>Attenuation</u>
1 MHz	2.0 dB
4 MHz	3.8 dB
8 MHz	5.4 dB
10 MHz	6.0 dB
16 MHz	7.6 dB
20 MHz	8.5 dB
25 MHz	9.6 dB
31.25 MHz	10.7 dB
62.5 MHz	15.5 dB
100 MHz	19.9 dB
200 MHz	29.2 dB
250 MHz	33.0 dB

Worst pair near end cross talk (NEXT) (dB per 100m) as follows:

<u>Frequency</u>	<u>Attenuation</u>
1 MHz	74.3 dB
4 MHz	65.3 dB
8 MHz	60.8 dB

10 MHz	59.3 dB
16 MHz	56.3 dB
20 MHz	54.8 dB
25 MHz	53.3 dB
31.25 MHz	51.9 dB
62.5 MHz	47.4 dB
100 MHz	44.3 dB
200 MHz	39.8 dB
250 MHz	38.3 dB

Optical Fiber Cabling:

Multimode fiber shall be dual-window, graded-index optical fiber waveguide with nominal 50/125 pm core/cladding diameter and be rated OFNP.

It shall be rated for a minimum bandwidth of 160 MHz/km at 850 nm and 500 MHz/km at 1300 nm.

The maximum acceptable attenuation is 3.75 dB/km at 850 nm and 1.5 dB/km at 1300 nm and at 1500 nm.

Cables shall have the appropriate jacketing to withstand the usage and location of the fiber runs.

The following definitions apply for outlet locations:

1. Front of the room: wall with door
2. Back of the room: wall opposite door.

Segment distances shall not exceed the following:

1. 1 Gig Base-T: 328 ft (100m)
2. Fiber: 6562 ft (2000m)

3.5 SCHEDULE AND PROGRESS REPORTING

THE CONTRACTOR SHALL PROVIDE a sample progress report that itemizes activities accomplished, activities planned and any problems which have occurred or are anticipated. The contractor shall demonstrate its ability to schedule, track, and report progress during the life of the contract. The contractor may demonstrate this capability with the use of program management and scheduling tools, work progress algorithms, and/or milestone charts.

3.6 SPECIAL QUALIFICATIONS

The Contractor shall describe special qualifications of the firm's employees such as professional licenses, etc. Contractors are encouraged to provide detailed information with their bid proposal to show that their company and its employees can provide the services requested in these specifications.

3.7 FINANCIAL QUALIFICATIONS

THE CONTRACTOR SHALL PROVIDE the following information with their RFP response. The organization should be profitable for the last three (3) years. Financial data will be held confidential if so requested.

1. The organization's most recent annual report. If not a publicly held company, provide audited financial statements for the last three years.
2. The names and telephone numbers of the organization's independent auditor and banking references.
3. The value of the organization's total assets.
4. The value of the organization's total liabilities.
5. The value of any judgments or liens outstanding against the organization.
6. The contract value of the largest project accomplished by the organization
7. The contract value of the largest project accomplished during the last three (3) years
8. The maximum value of a project you prefer to undertake
9. The minimum value of a project you prefer to undertake

3.8 GENERAL QUESTIONNAIRE

THE CONTRACTOR SHALL PROVIDE the following information with the RFP response:

1. Minority Status
2. Size of organization:
 - Number of office staff
 - Number of engineers
3. Is any member of the organization employed by Montgomery County or MCPS, or in any way officially connected with the local Government? If yes, explain.
4. Are there any wiring/integration projects the organization has failed to complete? If yes, explain.
5. Has the organization/individual ever been named as a target in a criminal investigation conducted by the Maryland Attorney General, by the Attorney General of any other state or by any U.S. Attorney? If yes, explain.
6. Has the organization/individual ever been indicted for bid rigging, collusion, or bribery? If yes, explain.

7. Has the organization/individual ever been a party to criminal litigation regarding construction/installation methods? If yes, explain.
8. Has the organization/individual ever been a party to civil litigation, including construction methods, performance, delay claims, or administrative or other actions by civil authorities for building code violations? If yes, explain.
9. Has the organization/individual ever been convicted of bribery, attempted bribery, or conspiring to bribe, under either state or federal law? If yes, explain.
10. Has the organization/individual ever been found liable in any civil proceeding under a state or federal anti-trust statute? If yes, explain.
11. Has the organization/individual ever been a party to criminal litigation involving an alleged violation of minority business enterprise laws or regulations? If yes, explain.
12. Has the organization/individual ever pled "no contest" or entered a plea agreement in any criminal proceeding involving 3, 4, 5, 7, or 9 listed above? If yes, explain.
13. Has the organization/individual ever been suspended or debarred, either permanently or temporarily, from bidding on or contracting for federal, state, or local government projects? If yes, explain.
14. Are there any suspension or debarment proceedings presently pending against the organization/individual? If yes, explain.

3.9 BONDING CAPACITY

THE CONTRACTOR SHALL PROVIDE following information with the RFP response:

1. Evidence that the organization can meet the bonding terms required of MCPS contractors including bid, performance, and material and labor bonds.
2. Contractors shall demonstrate their ability to post a Bond upon delivery of future proposals. Contractors shall be required (as part of any bid) to provide a Bid Bond from a surety company acceptable to MCPS and authorized to transact surety business in the State of Maryland. The amount of the Bid Bond shall be stated in the specification.
3. Contractors awarded projects throughout the contract term shall be required to provide a Performance Bond in the amount of one hundred (100%) of the contract price covering faithful performance of the contract. The Bond amount will be stated in the specification. Contractors shall demonstrate their capacity to post this bond. In addition, contractors shall state the maximum value of contract work for which they can obtain a bond.
4. Contractors awarded projects throughout the contract term shall be required to provide a Labor and Materials Bond in the amount of one hundred (100%) of the contract price covering as security for the payment of all persons performing labor and furnishing materials in connection with the

contract. The Bond amount will be stated in the specification. Contractors shall demonstrate their capacity to present this bond.

3.10 BONDING QUESTIONNAIRE

THE CONTRACTOR SHALL PROVIDE the following information with the RFP response:

1. Has any civil action been instituted against a performance of payment bond written by a surety on which you were named as principle? If yes, explain.
2. Has any claim for a mechanic's lien ever been filed on a project by any subcontractor having a contractual relationship with you or by a subcontractor? If yes, explain.
3. Within the last 2 years, has any surety refused to furnish a performance or payment bond on your behalf as principle? If yes, explain.
4. Within the last 2 years, has any surety reduced your bonding capacity for construction projects? If yes, explain.
5. Has any surety under any bond for which your organization was listed as a principal ever filed a claim against you or against any indemnitors under such bond? If yes, explain.
6. Has any Owner ever terminated a contract with your organization by reason of any default? If yes, explain.
7. Within the last 2 years, has any Owner of any project threatened to impose or imposed liquidated damages against your organization? If yes, explain.
8. Within the last 2 years, have you completed any projects where the date of substantial completion was more than 30 days after the contract completion date as determined by the contract and any change orders? If yes, explain.
9. Within the last 2 years, have you completed any projects where the change orders exceeded 5% of the contract price? If yes, explain.
10. Has any Owner filed a claim against you for damages for late completion, workmanship, or breach of warranty? If yes, explain.
11. Has any public body ever declined to award your company a bid based on finding that your organization was not a responsible contractor? If yes, explain.

4.0 AWARDS

It is the intention to award this contract to multiple contractors who are qualified to provide telecommunications and network and broadband cable network wiring and installation of internal and external IP surveillance cameras. Consideration will also be given to any previous performance for the MCPS Board of Education as to quality of service, acceptable merchandise, and with regards to the contractor's ability to perform should it be awarded the contract. However, MCPS reserves the right

to make awards according to the best interests of the MCPS. MCPS also reserves the right to delete items or services, or to add additional items or services or additional contractors throughout the contract term should there be a need for items or services not available from the awarded contractors.

Prequalified contractors will be sent solicitations as projects arise during the term of the contract to bid upon. The bids will be evaluated and awarded for each project.

5.0 PROJECT OFFICER

The MCPS project officer is:

Arthur Funk
IT Systems Specialist
Montgomery County Public Schools
45 W. Gude Drive, Room 3300
Rockville, MD 20850

6.0 CONTRACT TERM

The term of contract shall be for twelve months. However, the contract may not begin until one day after approval by the MCPS 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 one-year terms. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful contractors 90 days prior to the expiration of the original contract. The contractors 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 MCPS Board of Education to extend the contract or decide to rebid. If the contract is extended by the MCPS Board of Education, a contract amendment will be issued.

7.0 CONTRACT TERMINATION

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

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8.0 REFERENCES

Contractors are required to provide three (3) references. The references shall have company name, contact person, address and phone number of three (3) current customers for which a contract for projects of a similar size and scope have been provided. If the reference information is not accurate and MCPS cannot contact the person(s) named, then your bid may not be considered.

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 an offeror.

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

9.0 FORMAT OF RESPONSE

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

Offerors may contact [Julie E. Johnson@mcpsmd.org](mailto:Julie_E_Johnson@mcpsmd.org) to receive the RFP document in Word format to help in preparing the response. Submissions will become the property of MCPS. **Responses to this RFP are due on or before 2:00 p.m. on August 18, 2022 at the address below. No faxes or electronic submission of proposals will be accepted. One (1) printed original, four (4) printed copies, and a USB flash drive that includes one (1) electronic copy and (1) electronic redacted copy should be sent by mail, courier or hand delivered to:**

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

The redacted copy shall specifically identify confidential business information or technical data which the bidder or his subcontractor does not want used or disclosed for any purpose other than evaluation of the proposal. The use and disclosure of any such technical data, subject to the provisions of the Maryland Public Information Act, may be so restricted, provided, that if a contract is awarded to this bidder as a result of or in connection with the submission of this proposal, MCPS shall have the right to use or disclose these technical data to the extent provided in the contract. This restriction does not limit the right of MCPS to use or disclose technical data obtained from another source without restriction. MCPS assumes no liability for disclosure or use of unmarked technical data or products and may use or disclose the data for any purpose and may consider that the proposal was not submitted in confidence and therefore is releasable. Price and cost data concerning salaries, overhead, and general and administrative expenses are considered proprietary information and will not be disclosed.

The proposal must be signed by an official having authority to contract with MCPS. The firm and the official's name shall be used in the contract process.

MCPS reserves the right to make an award without further discussion of the proposals received. MCPS may also negotiate with the one respondent who submits the best proposal or with two or more respondents who are in the competitive range. Therefore, it is important that your proposal be submitted initially on the most favorable terms from both the technical and cost standpoints. After the submission and closure of proposals, no information will be released until after the award. It is understood that your proposal will become a part of the official file on this matter without obligation to MCPS.

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

Respondents must include any and all statements and representations made within the proposal in the contract for services with MCPS unless otherwise agreed upon by MCPS and respondent during negotiations. This includes, but is not limited to, the contractor's point-by-point response to this RFP. If respondent answers only "Understand and comply" it is assumed that the respondent complies with MCPS' understanding of the requirement. MCPS shall not be responsible nor liable for any costs incurred by the respondent in the preparation and submission of their proposals and pricing.

10.0 MANDATORY SUBMISSIONS

Each offeror must submit a complete proposal including all required information and attachments. The response shall address each paragraph in the same order as the RFP and provide an individual response to each RFP specification. All proposals must be presented using the same numbering sequence and order used in this RFP document or as otherwise specified by MCPS.

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

Complete Response must include:

- Point-by-point Response to each section of the RFP including all required information (including Design Scenario, See 3.4 Design Scenario)
- References, See 8.0 References
- Equal Opportunities Certification (Attachment A)
- Certifications of Nonsegregated Facilities (Attachment B)
- Minority Business Enterprise (Attachment C)

- Non-Debarment Acknowledgement (Attachment D)
- Mid-Atlantic Purchasing Team Rider Clause
- Current Form W-9
- Electronic redacted copy of proposal

11.0 TREATMENT OF TECHNICAL DATA IN PROPOSAL

The proposal submitted in response to this request may contain technical data which the offeror does not want used or disclosed for any purpose other than evaluation of the proposal. The use and disclosure of any such technical data, subject to the provisions of the Maryland Public Information Act, may be so restricted:

Provided, that offeror marks the cover sheet of the proposal with the following legend, specifying the pages of the proposal which are to be restricted in accordance with the conditions of the legend: "Technical data contained in pages __ of this proposal shall not be used or disclosed, except for evaluation purposes."

Provided, that if a contract is awarded to this offeror as a result of or in connection with the submission of this proposal, MCPS shall have the right to use or disclose these technical data to the extent provided in the contract.

This restriction does not limit the right of MCPS to use or disclose technical data obtained from another source without restriction.

MCPS assumes no liability for disclosure or use of unmarked technical data or products and may use or disclose the data for any purpose and may consider that the proposal was not submitted in confidence and therefore is releasable. Price and cost data concerning salaries, overhead, and general and administrative expenses are considered proprietary information and will not be disclosed, if marked in accordance with the instructions in 12.0.

12.0 PROPRIETARY AND CONFIDENTIAL INFORMATION

Offerors are notified that MCPS has unlimited data rights regarding proposals submitted in response to this solicitation. Unlimited data rights means that MCPS has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by the offeror in response to this or any solicitation issued by MCPS. However, MCPS will exempt information that is confidential commercial or financial information of an offeror, as defined by the Maryland Public Information Act, State Government Article, Section 10-617, from disclosure. It is the responsibility of the offeror to clearly identify each part of its proposal that is confidential commercial or financial information by stamping the **bottom right-hand corner** of each pertinent page with one-inch bold face letters stating the words "**confidential**" or "**proprietary**." The offeror agrees that any portion of the proposal that is not stamped as proprietary or confidential is not proprietary or confidential. As a condition for MCPS keeping the information confidential, the offeror must agree to defend and hold MCPS harmless if any information is inadvertently released. Each offeror must submit a proprietary and confidential redacted copy of its proposal to be used in responding to MPIA requests

13.0 EVALUATION CRITERIA

MCPS reserves the right to ask clarifying questions about submitted proposals. Offerors also may ask questions that they may have related to this RFP prior to submitting their responses. See Section 14.0, Schedule of Events. Only proposals received by the deadline will be considered. Proposals will be screened down to a number of finalists.

MCPS reserves the right to convene a meeting with the top qualified offerors prior to awarding a contract. The purpose of the meeting will be to afford both parties an opportunity to discuss any aspects of the requirements and services that will be performed and clarify any issues. Issues raised during the meeting, which cannot be resolved to the satisfaction of MCPS, shall be cause to reject the proposal.

All offerors are advised that in the event of receipt of an adequate number of proposals, which, in the opinion of MCPS require no clarification and/or supplementary information, such proposals may be evaluated without further discussions. Therefore, proposals should be submitted initially on the most complete and favorable terms and conditions. Should proposals submitted require additional clarification and/or supplementary information, 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 that are qualified, interested, and available, and MCPS' choice of the best qualified will be based on the following criteria:

- a. The bidder's responses to the instructions set forth in Section 9.0.
- b. Qualifications and experience of the contractor relevant to the Detailed Specifications including specific experience and RCDD licensing.
- c. Financial Stability.
- d. Bonding Capacity
- e. Past performance as determined by recent and relevant contracts. Evaluation will be based on information obtained from references provided by the contractor as well as other relevant past performance information obtained from other sources known to MCPS.
- f. Installation Capabilities
- g. Design Capabilities
- h. Schedule and Progress Reporting
- i. Special Qualifications

A selection committee comprised of MCPS staff and possibly outside stakeholders will evaluate proposals based on these criteria.

14.0 SCHEDULE OF EVENTS

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

RFP issued:	July 25, 2022
Questions Due:	August 4, 2022
Responses to Questions Posted:	August 9, 2022
Proposals Due:	August 18, 2022
Anticipated award date:	September 23, 2022

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

15.0 ADDENDA/ERRATA

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the offeror's responsibility to check the MCPS website under "Open Solicitations" <http://procurement.montgomeryschoolsmd.org/home/Bids> or contact the Procurement Unit at 240-740-7600 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. Offerors 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 EMMA. Registration with EMMA is free. It is recommended that any interested supplier register at www.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, 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 require these goods, commodities and/or services. Use of this solicitation by other agencies may be dependent on special local/state requirements attached to and made a part of the solicitation at the time of contracting. The supplier/contractor agrees to notify the issuing agency of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies. Each participating jurisdiction or agency shall enter into its own contract with the Award offeror(s) and this contract shall be binding only upon the **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 offeror. 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.

18.0 INQUIRIES

Inquiries regarding this solicitation must be submitted in writing to Julie E. Johnson, CPPB, Buyer II, 45 W. Gude Drive, Suite 3100, Rockville, MD 20850, via fax at 301-279-3173 or email to [Julie E. Johnson@mcpsmd.org](mailto:Julie_E_Johnson@mcpsmd.org). The MCPS Board of Education will not be responsible for any oral or telephone explanation or interpretation by any agent or employee of MCPS. Any binding information given to an offeror in response to a request will be furnished to all offeror 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 offerors. Only such addenda/errata, when issued by MCPS, will be considered binding on MCPS.

Contact by offerors with any other MCPS employee regarding this solicitation until the contract is awarded by MCPS will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its RFP response. The MCPS Procurement website address is www.montgomeryschoolsmd.org/departments/procurement/.

19.0 UNNECESSARILY ELABORATE BROCHURES

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

20.0 BID PROTESTS

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

21.0 CONTRACT

MCPS plans to enter a contractual agreement with contractor(s) to whom the award is made and intends to make the attached MCPS General Contracting Articles a part of the contract, except and unless modified by MCPS. Proposals must clearly identify any variances from or objections to the specifications in this RFP and the terms and conditions of the MCPS General Contracting Articles. Lacking any response to the contrary, MCPS will infer that the offeror agrees to the specifications of this RFP and each term and condition of the MCPS General Contracting Articles. In particular, the insurance and indemnification provisions set forth in Article 23 of the MCPS General Contracting Articles are non-negotiable.

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22.0 NOTICE TO OFFERORS

The appropriate items below must be completed as part of the RFP. Failure to comply may disqualify your bid. Type or print legibly in ink.

I. OFFEROR 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. OFFEROR'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. Email Address _____
6. Website _____

OFFEROR'S CERTIFICATION: Upon notification of award, this document in its entirety is the awarded Offeror'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 Proposals, including but not limited to the Non-Debarment Acknowledgement, are accurate.

By (Signature) _____

Name and Title _____

Witness Name and Title _____