

Office of Finance
Division of Procurement
MONTGOMERY COUNTY PUBLIC SCHOOLS
Rockville, Maryland

Invitation For Bid #4107.6
Fire Alarm Monitoring

GENERAL CONDITIONS

A. Intent

The specifications contained herein are intended to accomplish the fire alarm monitoring for approximately 240 Montgomery County Public Schools (MCPS) educational facilities by an Underwriter's Laboratories (UL) certified alarm-monitoring company. This company will meet all the standards and conditions set forth in the current Underwriter's Laboratories, Inc. Standard for Safety, UL-827.

B. Background

The MCPS educational facilities include approximately 136 elementary schools, 40 middle schools, 26 high schools, 29 special schools and programs. Several new schools are planned, as well as on-going school modernizations and additions.

All MCPS facilities are equipped with fire alarm systems and UL compliant dialers. These fire alarm systems range from older, hard wire, relay type to state-of-the-art addressable panels. Currently all fire alarm panels report trouble or fire activation to a UL Certified Central Alarm Monitoring Station.

Attachment I includes a list of facilities to be monitored (approximately 240 locations).

The most updated printable list can be found at <https://ww2.montgomeryschoolsmd.org/schools/>

C. Pre-bid site inspection

- 1. The bidders are encouraged to make site inspections of as many MCPS facilities as they deem necessary, to familiarize themselves with the facilities, to verify equipment inventory and/or to review existing conditions.**
- 2. The bidder must report to the main office to contact the Building Service Manager prior to inspection.**
3. The bidder will carefully review these specifications before submitting their bid. Should any errors, discrepancies, or omissions be found, the bidder will notify MCPS in writing prior to submission of their bid. When the bid has been submitted and received, it will be understood that the bidder is aware of the needs and conditions under which the work is to be accomplished including, but not limited to, all work and equipment required to satisfy any and all laws, codes, regulations, etc., that are applicable. The bidder will submit a **written report** to Rebecca

Williams, Buyer I, Division of Procurement, immediately upon identifying any condition, which might prevent performance of the work in the manner intended. **Failure to do so will not relieve the successful bidder of the obligation to furnish all materials and labor necessary to fully carry out the provisions of the contract documents.**

D. Awards

It is the intention to award this contract to the bidder submitting the most favorable unit prices with consideration being given to any previous performance for the Board of Education as to quality of service and acceptable merchandise, and with regard to the bidder(s) ability to perform should it be awarded the contract. However, the MCPS Board of Education reserves the right to make awards according to the best interests of the Board of Education of Montgomery County, Maryland. *In addition, the Board reserves the right to remove or add additional items to the specifications as our requirements change, as well as, add suppliers throughout the contract term should a need arise that cannot be facilitated by the awarded supplier.*

E. Contract Term

The term of contract will be for one year as stipulated on the Invitation For Bid. However, the contract may not begin until one day after approval by the Board of Education and will conclude as stated under the contract term. MCPS reserves the right to extend this contract at existing prices, terms and conditions for up to three additional one year terms. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful bidder(s) 90 days prior to the expiration of the original contract. The bidder(s) will have 10 days from the date of notification to return the notice acknowledging its intent to accept or reject the extension. Once the response is evaluated, MCPS staff may make a recommendation to the Board of Education to extend the contract or decide to rebid. If the contract is extended by the Board of Education a contract amendment will be issued.

F. Provision For Price Adjustment

Unit prices quoted herein are subject to price adjustment downward in accordance with decreases in prices announced by the manufacturer of the subject item any time prior to award. Recommendations for awards, however, will be made based on the original bid submission only.

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

Price increases will not be considered for the first 90 days of the contract. Thereafter the successful bidder must submit a written request for price relief. The request for a price increase will include documentation from the manufacturer to verify the basis for such request. MCPS reserves the right to accept or reject the request as may be determined to be in the best interest of MCPS. **Any orders received prior to a request for a price increase will be honored at the original contract price.**

G. Invoicing

The Contractor shall be paid within 30 days. Invoices shall be in duplicate. One copy shall be submitted to the Division of Maintenance and Operations, 8301 Turkey Thicket Drive, Bldg A, 1st Floor, Gaithersburg MD 20879 to the attention of the Fiscal Specialist and one copy to AccountsPayable@mcpsmd.org. All invoices shall identify pertinent information such as purchase order number and building name where work was performed.

H. Deviations

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

I. Insurance

The contractor will maintain Comprehensive Business insurance for protection from claims under the Workmen's Compensation Act, claims for damages because of bodily injury, death, or property damage to others, including employees of the Board of Education; and claims for damages arising out of the operation of motor vehicles, which may arise during the performance of the contract whether caused by the contractor or by any subcontractor or anyone directly or indirectly employed by either of them. The contractor will also maintain product liability insurance. The aforementioned insurance will cover the duration of the contract period, including all periods of the time and all places where work is performed under an expressed or implied warranty. The limits of such liability insurance for each occurrence will be equal to or greater than \$500,000 for Bodily Injury and \$100,000 for Property Damage.

Prior to the execution of the contract by Montgomery County Public Schools (MCPS), the proposed awardee must obtain at its own cost and expense and keep in force and affect until termination of the contractual relationship with MCPS the following insurance with insurance company/companies licensed to do business in the State of Maryland evidence by a certificate of insurance and/or copies of the insurance policies. Contractor's insurance shall be primary.

Commercial General Liability

A minimum limit of liability of two million dollars (\$2,000,000), combined single limit, for bodily injury and property damage coverage per occurrence including the following coverages:

Contractual Liability
Premises and Operations
Independent Contractors
Products and Completed Operations

Automobile Liability Coverage

A minimum limit of liability of two million dollars (\$2,000,000), combined single limit, for bodily injury and property damage coverage per occurrence including the following:

Owned automobiles
 Hired automobiles
 Non-owned automobiles

Worker's Compensation/Employer's Liability

Meeting all requirements of Maryland Law and with the following minimum limits:

Bodily Injury by Accident - \$500,000 each accident
 Bodily Injury by Disease - \$1,000,000 policy limits
 Bodily Injury by Disease - \$500,000 each employee

Additional Insured

Montgomery County Public Schools must be named as an additional insured on all liability policies.

Policy Cancellation

45 days written notice of cancellation or material change of any of the policies is required.

Certificate Holder

Montgomery County Public Schools
 Office of Finance
 Division of Procurement
 45 West Gude Drive Suite 3100
 Rockville, Maryland 20850

J. Submission of Bids

1. Bid Documents

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

2. Quotation Form

- a. Quotations are to be entered on the Item Specifications sheet supplied under this solicitation. **Electronic quotations are not acceptable. SEALED BIDS ONLY.**
- b. If there is any discrepancy between the unit cost and total cost, the unit cost will prevail. This solicitation will be valid for acceptance during a period of no less than 90 days from date of opening. Once the contract is approved, terms and conditions of the solicitation will prevail throughout the contract period.

3. Addenda/Errata

Changes and addenda to a solicitation may occur prior to the solicitation opening date and time. It is the sole responsibility of the bidder to check the “Event Calendar” on the MCPS website <http://www.montgomeryschoolsmd.org/departments/procurement/> or contact Rebecca Williams, Buyer in the Division of Procurement at Rebecca.V.Williams@mcpsmd.org or Procurement@mcpsmd.org, to verify whether addenda/errata have been issued. Failure to provide the signed acknowledgement of the addenda/errata may result in the bid being deemed non-responsive.

4. License/Certifications

Bidder(s) responses will include the following items:

- a. Contractor will possess a current Maryland Contractor’s License and this must be submitted with bid proposal.
- b. Copy of State of Maryland Sprinkler Contractor License.
- c. Copy of State of Maryland, Department of Criminal Services, Private Services Business License.
- d. Copy of Certificate of Compliance showing their UL listing for monitoring fire alarm systems.
- e. All licenses required by jurisdiction having authority.
- f. Upon request, a complete list of key personnel who will be assigned to this contract. For each individual listed, provide resume to include level of experience, i.e., technicians and helpers’ certification or license. The awarded Bidder(s) will be required to maintain the list current throughout the life of the contract, and to supply a copy of the list to MCPS on no less than a quarterly basis. **Note: Must be provided with bid, by the firm providing the bid offer.**

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

Beginning July 1, 2015, all MCPS contracts must include the following provisions:

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

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

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

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

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

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

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

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

Under recent amendments to § 5-551 of the Family Law Article of the Maryland Code, each contractor and subcontractor will require that any individuals in its work-force must undergo a criminal background check, including fingerprinting, if the individuals will work in a MCPS school facility in circumstances where they have direct, unsupervised, and uncontrolled access to children. The term "work-force" in this and the preceding section refers to all of the contractor's direct employees,

subcontractors and their employees, and/or independent contractors and their employees that the contractor uses to perform the work required by the contract.

Fingerprinting for the criminal background check may be performed by any Maryland State approved fingerprinting agency. Individuals fingerprinted to undergo a background check will be required to provide written consent. MCPS will maintain copies of all records for criminal background checks. A list of Maryland State approved fingerprinting agencies can be found on the Division of Procurement website at <https://www.montgomeryschoolsmd.org/departments/procurement/Contractors.aspx>

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

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

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

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

L. References

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

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

M. eMaryland Marketplace Advantage

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

N. Award Criteria

1. Conformance to specifications
2. Ability to perform
3. Price
4. Contractor’s understanding and ability to meet MCPS requirements
5. Past performance

O. Inquiries

Inquiries regarding this solicitation must be submitted in writing, to Rebecca Williams, Buyer, Montgomery County Public Schools, Division of Procurement, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850, Rebecca.V.Williams@mcpsmd.org, and Procurement@mcpsmd.org. Questions must be received no later than four business days prior to bid opening in order for the bidder to receive a reply prior to submitting its bid. The Board of Education will not be responsible for any oral or telephone explanation or interpretation. Bidder contact with any other MCPS employee regarding this solicitation until the contract is awarded by the Board of Education will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its bid. The MCPS Procurement website address is: <http://www.montgomeryschoolsmd.org/departments/procurement/>

P. Post Bid Submissions

The apparent low bidder may be required to supply **within 48 hours** after MCPS request, applicable business and Contractor's licenses, master licenses for trades appropriate for work to be performed, and/or company financial statements, list of key personnel, etc., as required to allow MCPS Bidder(s) evaluation. **Failure to supply a copy as specified may disqualify your bid proposal.**

Q. 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 (I schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that required these goods, commodities and/or services. Use of this solicitation by other agencies may be dependent on special local/state requirements attached to and made a part of the solicitation at time of contracting. The supplier/contractor agrees to notify the issuing agency of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies. Each participating jurisdiction or agency shall enter into its own contract with the Award Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Award Bidder. MCPS assumes no authority, liability, or obligation on behalf of any other public or non-public entity that may use any contract resulting from this bid MCPS pricing is based on the specifications provided in this solicitation.

II. CONTRACT ADMINISTRATION

A. Contractor Performance

- a. Work may begin upon receipt by the successful bidder(s) of a purchase order issued and signed by the director of the Department of Materials Management.
- b. Bidders will name a contact person and telephone numbers for normal working hours, 8:00 a.m. 4:30 p.m., Monday – Friday. Answering machines are unacceptable as a point of contact. For emergency calls, outside normal MCPS working hours, nights and weekends, the bidder shall name a contact person and telephone number or have a voice mail paging system or answering service. A bidder using a voice mail system or answering service shall be required to initiate a call back to the sender within 25 minutes.

- c. Identification badges will be provided by MCPS and will be worn at all times while on MCPS property. Should any person be found on MCPS premises without this badge, the contractor shall be considered in violation of the contract and be cause for cancellation of this contract. **(See K. Contractor Obligation)**
- d. Employees will not use any form of tobacco products or controlled substance in the school building and on the grounds.
- e. Are not to routinely use facility equipment and buildings, i.e., telephone, lounges, toilet rooms, parking lots, etc. The MCPS Project Coordinator will designate such facilities authorized for Contractor use.
- f. All work will be scheduled according to the mutual agreement of the school administration and the project coordinator to avoid conflicts with school activities.
- g. Failure to perform in accordance with MCPS specifications and industry standards may result in the Contractor being removed from the approved vendor list to receive future Invitations for Bid for a period of two years.

B. Detailed Work Plan:

1. Work Hours

The workday is considered to be 6:30 a.m. through 3:00 p.m. Changes may be made **only** by obtaining approval in advance from the project coordinator.

Contractor(s) must make prior arrangements for building access beyond normal working hours of school custodial staff (7:30 a.m. – 7:00 p.m., Monday- Friday). **An authorized MCPS staff person must be in attendance in the building whenever any contractor is present and working in the building.**

2. Monitoring Fire Alarm Systems:

The monitoring company will monitor the fire alarm systems under this agreement on 24-hours-a-day, 365-days-a-year basis. The contractor will be given a list of emergency contact persons. The contractor will name the person(s) responsible for monitoring the fire alarm systems. Upon receiving an alarm signal, the central station will follow the procedures set forth in the NFPA 72. After proper notification of authorities, the monitoring company will then call the MCPS electronic detection center. In the event of a false alarm, MCPS will contact the monitoring company, with proper security identification, to inform them of the “False Alarm”. The monitoring company will then notify the proper authorities. Fees levied by authorities, for unavoidable false alarms, will be paid by MCPS. The monitoring company will submit a written report, to the designated contract coordinator, providing information of the alarm condition on a contractor “Emergency Data Sheet.”

The monitoring company is to provide a printout report covering the entire time period beginning with the time the call was received to the time the Fire Department was notified. This report will be provided to MCPS within 4 hours of the incident.

3. Start-Up:

The awarded contractor will be responsible for any programming changes to the fire alarm communicator/dialers at all MCPS location. Telephone lines and power will be supplied by MCPS as needed. MCPS will indicate at each site which telephone lines can/cannot be used for the fire alarm reporting system. MCPS will continue to install, repair and replace all fire alarm panels and related equipment, devices and/or wiring. The fire panel, enunciator, dialer, phone lines, and any/all connections to be a non-proprietary open system. This system will be left in place permanently.

4. Monitoring Testing:

MCPS will monitor the awarded vendor performance including review of data reports and timeliness of responses.

5. Testing Requirement:

Upon completion of any programming of the fire alarm monitoring system the awarded contractor will run a test to ensure that the alarm panel is activating the dialer and the dialer is notifying the central monitoring station.

6. Reporting and Notifications

MCPS will provide direction to the monitoring company of reportable zones, notification logging and printouts. Should the MCPS project coordinator request modifications to the reporting requirements there will be no additional cost to MCPS. MCPS will provide the awarded contractor with the initial algorithm for reporting and notification.

C. Project Coordinator

The Project Coordinator for this project will be provided upon award. All questions arising after the contract is awarded regarding equipment will be directed to the Project Coordinator and questions regarding monitoring decisions and notification of monitoring will be directed in writing to the Department of School Safety and Security and the Division of Maintenance and Operations Coordinator.

D. Permits/Licenses

MCPS shall be responsible for any costs incurred with the application for permits regarding the fire alarm monitoring with Montgomery County Government. The awarded vendor will be responsible for all damages to persons or property that occurs as a result of their fault or negligence. The awarded vendor will take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The awarded vendor will also be responsible for all work performed during the contract term.

E. Bidder Qualifications

This fire alarm monitoring service contract will require that a contractor have a minimum five years experience in this field. The contractor must possess a thorough knowledge and sufficient experience and expertise monitoring a system of this size. The contractor will have qualified technicians trained in all aspects of monitoring fire alarm systems.

F. Additions/Deletions

MCPS reserves the right to add/delete locations specified in the subsequent contract as requirements change during the period of the contract.

G. Contact For Administration

In the event a contract is executed with your firm as a result of this solicitation, indicate the person(s) we may contact for contract administration.

H. MCPS Project Coordinator

1. No changes to the contract conditions or specifications will be made without the MCPS Project Coordinator's approval and authorization by the director of the Division of Procurement.
2. After award the MCPS Project Coordinator will handle the day-to-day operation and coordination. Scheduling work on site after an award of contract must be made through the MCPS Project Coordinator.
3. The Project Coordinator is authorized to:
 - a. Serve as liaison between MCPS and the Contractor;
 - b. Give direction to the Contractor to ensure satisfactory and complete performance;
 - c. Monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;
 - d. Serve as records custodian for this contract;
 - e. Accept or reject the Contractor's performance;
 - f. Furnish timely written notice of the Contractor's performance failure to the director of the Division of Procurement;
 - g. Prepare required reports;
 - h. Approve or reject invoices for payment and submitted construction schedules;
 - i. Recommend contract modifications or terminations to the director of the Department of Materials Management;

4. The MCPS Project Coordinator is not authorized to make any determination that alter, modify, terminate or cancel the contract, affect procurement, interpret ambiguities in the contract language, or waive MCPS' contractual rights.

I. Asbestos Abatement

MCPS will be responsible for all asbestos removal. The Contractor is to schedule through the MCPS Project Coordinator, any asbestos abatement that may be required.

J. Quality Assurance

The Contractor will be experienced in fire alarm monitoring services and has a minimum of five years experience. **Appropriately licensed trade persons will perform all trade work. A copy of these licenses must be submitted to the MCPS Project Coordinator prior to performing any work. Bidder must provide a letter certifying the number of years in business and experience in the main trade work. This letter of certification must be included with their bid submission.**